

Table of Contents

Agenda	3
Forward Pinellas Update - Joanne "Cookie" Kennedy, Mayor/Indian Rocks Beach and Whit Blanton, Executive Director/Forward Pinellas	
Forward Pinellas - 09042018	6
Request approval of the City Commission minutes for the following meetings: September 11, 2018 and September 18, 2018.	
09-11-2018	8
09-18-2018	15
Request approval to replace six copiers utilizing Pinellas County contract no. 156-0122-B (JJ) in the estimated amount of \$18,000 per year	
Agenda Report	19
Toshiba price list	20
Authorization of payment for annual maintenance support and hosting services from Vermont Systems for the Recreation Department in the amount of \$13,854.00.	
Agenda Report	40
Invoice	41
Request approval to sign a statement of "no objection" for the property owner to the north of the 28th Avenue right-of-way owned by the City in order to move and reconstruct the dock, with the installation of a new deck lift and boatlift.	
Agenda Report	43
Sketch and "No Objection"	45
Request approval to execute a purchase agreement with Motorola Solutions in the amount of \$61,288.14 for the replacement of the portable radios utilized by fire department personnel.	
Agenda Report Portable Radios	46
Quote St. Pete Beach APX6000 QU0000449498.	47
Request approval of the Interlocal Service Agreement between the City of St. Pete Beach and Pinellas County for Traffic Control Signals and Related Devices.	
Agenda Report	49
Interlocal Service Agreement for Traffic Control Signals and Related Devices	50
Appendix A	60
Appendix B	61
Approve Change Order 01 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd, deducting \$811,407.51, and authorizing corresponding direct material purchases in the amount of \$765,337.36.	
Agenda Report	62
Change Order 01	63

Request approval to utilize the Purchase Agreement with Caveman Concrete, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the FY19 budget of \$100,000.00.

Agenda Report	65
Signed Services Agreement	66

Request approval to utilize the Services Agreements with Shen-Line, LLC and Ajax Paving Industries of Florida LLC for Local Street Flooding Mitigation Program in an amount not to exceed the FY19 budget of \$400,000.00.

Agenda Report	70
Signed Shen-Line LLC Services Agreement	71

Request approval to utilize the services agreement with Asphalt Paving Systems, dated February 16, 2018, for Street Rehabilitation in an amount not to exceed the FY19 budget of \$650,000.00.

Agenda Report	76
Services Agreement	77

Request approval to utilize the Purchase Agreements with Insituform Technologies, LLC and Rowland, Inc., dated December 12, 2016, for Wastewater System repairs in an amount not to exceed the FY19 budget for Inflow and Infiltration of \$540,000.00.

Agenda Report	82
Signed Insituform Technologies, LLC Purchase Agreement	83
Signed Rowland, Inc. Point Repair Purchase Agreement	89
Signed Rowland, Inc. Manhole Rehab. Purchase Agreement	94

Resolution 2018-14, recommending appointment of a member to Forward Pinellas, formerly known as the Pinellas County Metropolitan Planning Organization (MPO).

Agenda Report	99
Resolution 2018-14	100

Resolution 2018-15. A resolution of the City Commission of the City of St. Pete Beach, Florida, approving a Conditional Use Permit modifying an existing conditional use approval (Resolution 2002-02) to allow for an expansion of a commercial water sports special exception from three (3) to eleven (11) boats at 1901 Pass-A-Grille Way; incorporating the conditions outlined herein and providing for an effective date.

Agenda Report	102
Resolution 2018-15	103
Staff Report	105
Application of Request	115
Resolution 2002-02	123



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, October 09, 2018
6:00 PM

Call to Order
Pledge of Allegiance
Good of the Order
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. **Forward Pinellas Update - Joanne "Cookie" Kennedy, Mayor/Indian Rocks Beach and Whit Blanton, Executive Director/Forward Pinellas**
 - b. **Presentation by Mike Twitty, MAI Pinellas County Property Appraiser - Amendment 1**
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. Request approval of the City Commission minutes for the following meetings: September 11, 2018 and September 18, 2018.**
- b. Request approval to replace six copiers utilizing Pinellas County contract no. 156-0122-B (JJ) in the estimated amount of \$18,000 per year**
- c. Authorization of payment for annual maintenance support and hosting services from Vermont Systems for the Recreation Department in the amount of \$13,854.00.**
- d. Request approval to sign a statement of “no objection” for the property owner to the north of the 28th Avenue right-of-way owned by the City in order to move and reconstruct the dock, with the installation of a new deck lift and boatlift.**
- e. Request approval to execute a purchase agreement with Motorola Solutions in the amount of \$61,288.14 for the replacement of the portable radios utilized by fire department personnel.**
- f. Request approval of the Interlocal Service Agreement between the City of St. Pete Beach and Pinellas County for Traffic Control Signals and Related Devices.**

5. Action Items

- a. Approve Change Order 01 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd, deducting \$811,407.51, and authorizing corresponding direct material purchases in the amount of \$765,337.36.**
- b. Request approval to utilize the Purchase Agreement with Caveman Concrete, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the FY19 budget of \$100,000.00.**
- c. Request approval to utilize the Services Agreements with Shen-Line, LLC and Ajax Paving Industries of Florida LLC for Local Street Flooding Mitigation Program in an amount not to exceed the FY19 budget of \$400,000.00.**
- d. Request approval to utilize the services agreement with Asphalt Paving Systems, dated February 16, 2018, for Street Rehabilitation in an amount not to exceed the FY19 budget of \$650,000.00.**

- e. **Request approval to utilize the Purchase Agreements with Insituform Technologies, LLC and Rowland, Inc., dated December 12, 2016, for Wastewater System repairs in an amount not to exceed the FY19 budget for Inflow and Infiltration of \$540,000.00.**

6. Ordinances – No items submitted at this time.

7. Resolutions

- a. **Resolution 2018-14, recommending appointment of a member to Forward Pinellas, formerly known as the Pinellas County Metropolitan Planning Organization (MPO).**
- b. **Resolution 2018-15. A resolution of the City Commission of the City of St. Pete Beach, Florida, approving a Conditional Use Permit modifying an existing conditional use approval (Resolution 2002-02) to allow for an expansion of a commercial water sports special exception from three (3) to eleven (11) boats at 1901 Pass-A-Grille Way; incorporating the conditions outlined herein and providing for an effective date.**

8. Items for Discussion

- a. **Waiver of parking fees.**

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.**

FORWARD PINELLAS

P: (727) 464.8250

F: (727) 464.8212

forwardpinellas.org

310 Court Street

Clearwater, FL 33756



September 4, 2018

The Honorable Alan Johnson, Mayor
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

RE: Forward Pinellas Membership Appointment/Re-appointment

Dear Mayor Johnson:

At the end of this year the rotating-seat appointments to Forward Pinellas, serving as the Pinellas Planning Council and the Metropolitan Planning Organization, will expire. This includes the term for your community's representative, Mayor Cookie Kennedy, who represents the beach communities (excluding Clearwater). Forward Pinellas's operating procedures call for your representative to be appointed by January 1, 2019, with the term lasting for two years. The current representative is eligible for up to two additional two-year terms. Therefore, we ask your local governing body to determine if it would like to nominate Mayor Kennedy for reappointment, or if it would like to make a different nomination.

As one of the 10 barrier island communities that share a representative on the board, your local government is being asked to participate in the member appointment process developed by the Barrier Islands Governmental Council (BIG-C):

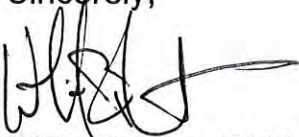
- Step 1: Each BIG-C municipality (excluding Clearwater) shall take formal action to either nominate one of its own elected officials, support the nomination of an elected official from another community or the re-appointment of the current representative. The name of that individual should then be transmitted to Leslie Ford Notaro, President of the BIG-C, 444 Causeway Boulevard, Belleair Beach, FL 33786, by October 17th;
- Step 2: After nominations are received, at its next regularly scheduled meeting, the BIG-C, by majority vote, shall recommend an appointment;

- Step 3: The municipal government board on which the recommended elected official serves shall confirm the appointment; and
- Step 4: The municipal government board on which the recommended elected official serves shall transmit the name of the appointee to Forward Pinellas.

It will be important to coordinate this Forward Pinellas appointment with the other beach communities by October 17th to allow time for the BIG-C to make its recommendation and for the local government on which the elected official serves to confirm the appointment.

Please contact myself or Tina Jablon at 727-464-8250 if more information or clarification is needed.

Sincerely,



Whit Blanton, FAICP
Executive Director

cc: Leslie Ford Notaro, President, BIG-C
Rebecca Haynes, Clerk, City of St. Pete Beach
Mayor Joanne "Cookie" Kennedy, Forward Pinellas Representative

CITY COMMISSION MEETING

MINUTES

SEPTEMBER 11, 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
Jennifer McMahon, Recreation Director
Vince Tenaglia, Administrative Services Director
Jim Kilpatrick, Fire Chief

1. Presentations

There were no presentations.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

There were no audience comments.

4. Consent

- a. Approval of minutes from the August 14, 2018 City Commission meeting.
- b. Authorization for street closures on Sundays from October 7, 2018 – June 9, 2019 of the 200 to the 400 block of Corey Avenue for the Corey Area Business Association Sunday Market.
- c. Request approval of the special event application and street closure for Gulf Beaches Elementary Fall Festival. Closures would be 85th Avenue between Blind Pass Road and Boca Ciega Drive. Closures would be in effect on Saturday, October 6 from 12-8 pm.
- d. Request approval of the special event application for Vina Beer Fest and wet zone on October 20, 2018.
- e. Interlocal Agreement with the Pinellas Public Library Cooperative for library services from October 1, 2018 through September 30, 2023.
- f. Request approval of Amendment No. 1 to the Blind Pass Road Stormwater Redesign grant agreement with the Florida Department of Environmental Protection.
- g. Request approval of Change Order No. 1 to the purchase agreement with Morelli Landscaping, Inc. in the amount of \$10,855.25 for Landscaping of Blind Pass Road (SR 699) from 75th to 82nd Avenue.
- h. Request approval of an Easement dedicated to Duke Energy Florida, LLC for the existing pad mounted transformer and proposed associated underground conduit at 375 73rd Avenue.

Vice Mayor Pletcher moved to approve the Consent Items 4(a), (b), (c), (d), (e), (f), (g) and (h). The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

5. Action Items

- a. Request approval of an updated agreement for cabana services at Pass-A-Grille and Upham Beach with Sand Dunes Beach Services, LLC.

City Manager Saunders informed the City Commission that the concessionaire had requested an amendment that would provide two additional parking spaces for the lessee.

It was the consensus of the board to strike No. 16 – “City shall provide two (2) parking spaces that are reserved for the lessee in close proximity to the concession facilities.” - from the Service Agreement for the Beach Cabana Services.

- b. Request approval for the Suntan Art Center, Inc., to manage weekend art markets on the Pass-A-Grille Beach patio.

City Manager Saunders informed the Commission that Ms. Jackson would provide information in regard to the Suntan Art Center.

Beverly Jackson, 2804 Sunset Way, President of the board for the Suntan Art Center; requested help for keeping the Suntan Art Center open and spoke about the following items: grand re-opening of the gallery, history of the art center, and the possibility of managing the weekend art markets on the Pass-A-Grille beach patio.

Mayor Johnson asked for audience comments.

John Reimer, spoke for the Friday and Sunday markets in Pass-A-Grille and spoke against paying dues and belonging to an association.

Mayor Johnson asked for further audience comments.

Keith Bacon, citizen of Pinellas County, spoke about vendors selling wares on the beach, creating a program for vendors to obtain parking spots, and reaching an agreement that is mutually beneficial to all parties and not just established vendors who have been selling wares in the past.

Mayor Johnson asked for further audience comments.

Livette Jones, active member of Suntan, spoke about membership fees and managing the art market to make money for a not for profit organization.

Mr. Ritter, commented that Suntan is an asset to the community but spoke in opposition to their methods of management.

Mike Janecek, operator of the Paradise Grille, spoke about the weekend art markets and in support of the Friday and Sunday markets.

Mayor Johnson asked for further audience comments.

Angel Rand, vendor for ten years, spoke for the Friday and Sunday markets.

Beverly Jackson, 2804 Sunset Way, spoke and clarified that the Friday and Sunday market vendors are welcome.

City Manager Saunders recommended that the City Commission approve the concept and authorize Staff to draft an agreement to bring back to the City Commission for approval.

Commissioner Friszolowski moved to approve Item 5(d), the concept for the Suntan Art Center, Incorporated to manage weekend art markets on the Pass-A-Grille Beach patio and to ask the City Manager and City Attorney to draft an agreement for City Commission approval. The motion was seconded by Vice Mayor Pletcher.

Mayor Johnson asked for a roll call vote.

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

- c. Authorize the City Manager to execute the Second Amendment to the Pinellas Suncoast Transit Authority (PSTA) Funding Agreement for Fiscal Year 2019 transit service.

City Manager Saunders noted a seven percent increase was proposed by PSTA.

Staff requested there be an amendment to the document entitled "FY17 SUNCOAST BEACH TROLLEY AGREEMENT" as follows:

- Exhibit No. 1, Page 97 (of the agenda packet) - Remove 8th Avenue from the route in the diagram.

After City Commission discussion, it was decided meet with the Pinellas Suncoast Transit Authority one final time to come to an agreement in regard to improved Pass-a-Grille service or to proceed with an alternate plan.

Vice Mayor Pletcher moved to approve Item 5(c), to authorize the City Manager to execute the Second Amendment to the Pinellas Suncoast Transit Authority Funding Agreement for Fiscal Year 2019 transit service, including the one change to eliminate 8th Avenue. The motion was seconded by Commissioner Falkenstein.

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

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

- d. Request approval of the purchase of Envirosight CCTV Camera Inspection Equipment from Environmental Products Florida in the amount of \$76,793.31.

Mr. Clarke, Public Works Director, updated the Commission in regard to the closed circuit television equipment for inspecting underground utilities.

Mayor Johnson stated there was no audience present for audience comments.

Commissioner Finnerty moved to approve Item 5(d), to approve the purchase of Envirosight CCTV Camera Inspection Equipment from Environmental Products Florida in the amount of \$76,793.31. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

- e. Request approval of an Underground Conversion Agreement based on a binding cost estimate of \$492,065.29 and Utility Reimbursement Agreement from Duke Energy for the Blind Pass Road Reconstruction from 75th Avenue to Gulf Boulevard.

City Manager Saunders spoke to the Commission about the Duke Energy binding estimate for the undergrounding of the Blind Pass Road project.

Hearing no further discussion, Mayor Johnson asked for a motion.

Commissioner Falkenstein moved to approve Item 5(e), to approve the Underground Conversion Agreement based on a binding cost estimate of \$492,065.29 and Utility Reimbursement Agreement from Duke Energy for the Blind Pass Road Reconstruction from 75th Avenue to Gulf Boulevard. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

6. Ordinances

There were no ordinances submitted.

7. Resolution

- a. Resolution 2018-12: Authorizing and directing execution and delivery of a joinder to agreement and declaration of trust creating and establishing the Florida Local Government Investment Trust; and providing an effective date.

Mr. Tenaglia noted that the proposed resolution will authorize Staff to place investments in a government investment pool in order to diversify the City's investments with other entities.

Hearing no audience comments, Mayor Johnson asked for a motion and a second.

Vice Mayor Pletcher moved to approve Item 7(a), Resolution 2018-12: Resolution of the City Commission of the City of St. Pete Beach, Florida authorizing and directing execution and delivery of a joinder to agreement and declaration of trust creating and establishing the Florida Local

Government Investment Trust; and providing for an effective date. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

8. Items for Discussion

There were no items for discussion.

9. Audience Comments 2

There were no audience comments.

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

City Clerk Haynes did not present a report.

City Manager Saunders reported on the following item:

- Update on Red Tide by Mike Clarke

City Attorney Dickman did not present a report.

Commissioner Finnerty reported on the following items:

- Donation of large-scaled model ships to the City
- Presentation by Mike Twitty for Amendment 1 & 2 on October 9, 2018
- Presentation by Senator Brandes on October 23, 2018
- Invitation of presentations by Jennifer Webb and Ray Blacklidge during audience comments
- Discussion of invocation as a future action item
- Attended a meeting with Yacht Club Estate and Causeway Isle that discussed the possibility of creating a gated, deed restricted community
- Cars towed on July 4th from Winn Dixie
- Will attend a meeting in Orlando for advocacy groups

Commissioner Falkenstein reported on the following items:

- Current library events
- City manager search

Commissioner Friszolowski reported on the following item:

- Possibility of being absent for the November 13, 2018 City Commission meeting

Vice Mayor Pletcher reported on the following items:

- City manager search
- Possible workshop for amending the moratorium
- Flood map changes

- Redevelopment
- Library – discussion item on future agenda

Mayor Johnson reported on the following items:

- Mayor Kennedy, Indian Rocks Beach, and Whit Blanton, Forward Pinellas, will give a presentation on Forward Pinellas during the October 9, 2018 City Commission meeting
- Library: David Busch will be discussing Women in American History on September 14, 2018
- Joint resolution with Treasure Island in regard to a White Cane Walk for visually challenged people
- Charter Officers' salaries

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:32 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION SPECIAL MEETING – BUDGET HEARING

MINUTES

SEPTEMBER 18, 2018

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:05 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
Jennifer McMahon, Recreation Director
Vince Tenaglia, Administrative Services Director
Wesley Wright, Community Development Director

1. Ordinances

- a. Ordinance 2018-11: Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida establishing the millage rate for Fiscal Year 2019, beginning October 1, 2018 and ending September 30, 2019; providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate and the millage rate to be levied; providing for reading in its entirety; and providing for an effective date.

City Manager Saunders reiterated that City Staff and the Finance and Budget Review Committee Members recommended the millage remain at 3.1500 mills.

Vince Tenaglia, Administrative Services Director, requested to amend Page four, under 'Issue Considered' as follows: ~~2018~~ to 2019

Commissioner Friszolowski moved to approve Item 1(a), Ordinance 2018-11, an ordinance of the City of St. Pete Beach, Florida, an ordinance of the City of St. Pete Beach, Florida, establishing the millage rate for Fiscal Year 2019, beginning October 1, 2018 and ending September 30, 2019, providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; providing for reading in its entirety; and providing for an effective date.

WHEREAS, Florida Statutes s. 200.065 requires the adoption of the millage rate by separate vote prior to the adoption of the annual budget; and

WHEREAS, Florida Statutes s. 200.065 requires that prior to adoption of the millage-levy ordinance, the following be publicly announced: the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; and

WHEREAS, in no event may the millage rate adopted exceed the millage rate tentatively adopted.

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

SECTION 1. The name of the taxing authority is the City of St. Pete Beach.

SECTION 2. The rolled-back millage rate for fiscal year 2019 is 2.8294.

SECTION 3. The fiscal year 2019 proposed millage rate is 11.33% higher than the rolled-back rate.

SECTION 4. The millage rate to be levied for fiscal year 2019 shall be 3.1500 mills per \$1,000 of taxable value.

SECTION 5. Effective Date. This ordinance shall take effect immediately upon adoption.

The motion was seconded by Vice Mayor Pletcher and unanimously approved by an individual roll call vote.

- b. Ordinance 2018-12: Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida adopting the budget for Fiscal Year 2019, beginning October 1, 2018 and ending September 30, 2019; providing for reading in its entirety; and providing for an effective date.

Mayor Johnson noted that staff starts the budget process in February and several workshops and meetings are subsequently held by the City Commission and the Finance & Budget Review Committee prior to submitting the final budget.

Commissioner Finnerty moved to approve Item 1(b), Ordinance 2018-12, an ordinance of the City of St. Pete Beach, Florida adopting the budget for Fiscal Year 2019, beginning October 1, 2018 and ending September 30, 2019; providing for reading in its entirety; and providing for an effective date.

WHEREAS, Florida Statutes Section 166.241 requires the adoption of a budget each fiscal year; and

WHEREAS, the amount available from taxation and other sources, including balances brought forward from prior years, must equal the total appropriations for expenditures and reserves; and

WHEREAS, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational units which are at least at the level of detail required for the annual financial report required under Florida Statutes Section 218.32(1); and

WHEREAS, the adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except as pursuant to the adopted budget; and

WHEREAS, the City of St. Pete Beach fiscal year 2019 budget is balanced; is presented at the level of detail required to file the annual financial report; and shall regulate expenditures of the City for the period beginning October 1, 2018 and ending September 30, 2019.

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

SECTION 1. The fiscal year 2019 budget document, attached hereto as Exhibit A ("the Budget"), is adopted by reference and is made a part of this ordinance. The Budget provides line item detail appropriating the sources and uses of funds summarized below:

General Fund: \$21,606,227

Building Fund: \$733,812
Capital Improvement Fund: \$5,873,057
Wastewater Fund: \$8,560,668
Reclaimed Water Fund: \$862,600
Stormwater Fund: \$1,876,890
Total: \$39,513,254

SECTION 2. Effective Date. This ordinance shall take effect immediately upon final adoption.

The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

2. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 6:20 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 to replace six copiers utilizing Pinellas County contract no. 156-0122-B (JJ) in the estimated amount of \$18,000 per year

Date: October 9, 2018

Prepared By: Vincent Tenaglia, Assistant City Manager

Through: Wayne Saunders, City Manager

Summary of Issue: The fiscal year (FY) 2019 budget includes funding for the scheduled replacement of six copiers throughout the City. Staff is requesting authorization to standardize the City's copier devices, utilizing one service provider and one procurement process.

Pinellas County contract no. 156-0122-B (JJ) was issued in fiscal year 2016 to Toshiba America Business Solutions, Inc. for a 60-month term on the basis of being the lowest responsive, responsible bid. Staff has evaluated the Pinellas County contract against several other procurement options to determine the most cost effective approach. The Pinellas County contract offers better pricing than multiple other piggyback alternatives, including the current State of Florida award.

Each copier will reach the end of its current service agreement at different intervals throughout the year. As replacements come due, new devices will be ordered on a 48-month lease term as secured by the Pinellas County contract pricing. The total estimated annual cost of the leases and corresponding service agreements is \$18,000.

Funding: Copier leases are budgeted in the City Clerk's Office, Finance Department, City Manager's Office, Recreation Department, Fire Department, and Community Development Department.

Requested Motion: "I move to approve the replacement of six copiers utilizing Pinellas County contract no. 156-0122-B (JJ) in the estimated amount of \$18,000 per year."

Attachment: Toshiba America Business Solutions, Inc. pricing sheet

**Reviewed by the
City Manager:**

WS



SECTION F – BID SUMMARY & SUBMITTAL

Bid Title: Multi-Function Digital Machines, Copier, Network Printer, Scan, Fax

Bid Number: 156-0122-B (JJ)

Bidders must use the following Bid Submittal Sheets in order to submit their bid. Bidders must not alter the format of the Bid Submittal Sheets. Bidders are to offer only one machine per Bid item (No.1 through No.9).

Bid Item No. 1, Base Configuration:

Konica Minolta Bizhub 284e -Including PS, PCL & XPS Controller, 2 GB Standard Memory, Duplex Unit, 250 GB HDD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Optional Authentication Device Connection, Service USB Firmware Updates, Developer Unit, and Drum Unit. Includes: A3PMWY1/ OC-511 Original Cover and 7640018680/ DK-510 Enhanced Copy Desk - **OR EQUAL**

PROPOSED Toshiba PART#/MODEL: e-Studio 2508A
MFG:
Multi-copy speed: 21-30 copies per minute Actual: 25
Manufacturers recommended max. Monthly impressions Actual: 120,000

Base Configuration Includes all requirements of Section E	Purchase	Lease (24 Month Term)	Lease (36 Month Term)	Lease (48 Month Term)
Purchase Price:	<u>\$ 1,518.00</u>			
Lease Price (Per Month Cost)		<u>\$ 71.50</u>	<u>\$ 48.18</u>	<u>\$ 40.20</u>
Maintenance Plan Pricing (Service & Supplies for New MFP)	Black & White:	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Zero Base Service Pricing	Color:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Include separate list of optional MFP upgrades and accessories specific to Bid item. Excel document is preferred.

RFP NO. 156-0122-B (JJ)

Bid Item No. 1, Accessories:

Part Number	Item Description	State of FL Purchase Price	24 Month Term Costs	36 Month Term Costs	48 Month Term Costs
Base Configuration					
e-STUDIO2508A	25 PPM Digital Copier				
Document Handling Options:					
MR3025	RADF	\$ 244.00	10.81	7.33	5.60
MR4000	DSDF	\$ 480.00	21.26	14.42	11.02
Paper Supply Options:					
KD1058	Paper Feed Pedestal	\$ 253.00	11.21	7.61	5.80
MY1048	Paper Drawer (550-Sheet for KD1032N)	\$ 142.00	6.29	4.27	3.26
KD1059LT	Large Capacity Feeder	\$ 316.00	14.00	9.50	7.25
Output Options:					
KK4550	Work Tray	\$ 22.00	0.97	0.66	0.50
MY1049	Envelope Drawer Module	\$ 210.00	9.30	6.31	4.82
Finisher Options:					
MJ1109	Console Finisher	\$ 653.00	28.93	19.63	14.98
MJ1110	Saddlestitch Finisher	\$ 1,019.00	45.14	30.63	23.38
KN5005	Bridge Kit (Required with MJ1107 and MJ1108)	\$ 76.00	3.37	2.28	1.74
MJ6011	Hole Punch for MJ1042	\$ 255.00	11.30	7.67	5.85
MJ6105	Hole Punch (For MJ1109 and MJ1110)	\$ 255.00	11.30	7.67	5.85
Print Controller Options:					
GS1090	Multi-Station Print Enabler (1 License)	\$ 195.00	8.64	5.85	4.48
Fax / Scan Options:					
GD1370	Fax Board	\$ 430.00	19.05	12.93	9.86
ERFToshiba-499	Rightfax Connector	\$ 215.00	9.52	6.46	4.93
GS1080	Embedded OCR Enabler	\$ 695.00	30.79	20.88	15.95
Security Options:					
Misc. Options:					
PWRFLTR-XGPCS15D	Power Filter 120V 15AMPS	\$ 109.00	4.82	3.27	2.50
STAND5005	Stand	\$ 115.00	5.09	3.46	2.64
GN4020	Wireless LAN/ Bluetooth Module	\$ 175.00	7.75	5.25	4.02
GR9000	Bluetooth Keyboard (Requires GN4020)	\$ 42.00	1.86	1.26	.97
GN2010	Keyboard Shelf (required w/ GR9000)	\$ 42.00	1.86	1.26	.97
	Panel 10 Key Option	\$ 42.00	1.86	1.26	.97



RFP NO. 156-0122-B (JJ)

Bid Item No. 2, Base Configuration:

Konica Minolta Bizhub C224e -Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Duplex Unit, 250 GB HDD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing. Includes: A3PMWY1/OC-511 Original Cover and 7640018680/ DK-510 Enhanced Copy Desk - **OR EQUAL**

PROPOSED	<u>Toshiba</u>	PART#/MODEL:	<u>e-Studio 2505AC</u>
MFG:			
Multi-copy speed: 21-30 copies per minute		Actual:	<u>25</u>
Manufacturers recommended max. Monthly impressions		Actual:	<u>100,000</u>

Base Configuration Includes all requirements of Section E	Purchase	Lease (24 Month Term)	Lease (36 Month Term)	Lease (48 Month Term)
Purchase Price:	<u>\$ 2,566.00</u>			
Lease Price (Per Month Cost)		<u>\$ 120.86</u>	<u>\$ 81.44</u>	<u>\$ 67.95</u>
Maintenance Plan Pricing (Service & Supplies for New MFP)	Black & White:	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Zero Base Service Pricing	Color:	<u>\$.045</u>	<u>\$.045</u>	<u>\$.045</u>

Include separate list of optional MFP upgrades and accessories specific to Bid item. Excel document is preferred.



RFP NO. 156-0122-B (JJ)

Bid Item No. 2, Accessories:

Part Number	Item Description	State of FL Purchase Price	24 Month Term Costs	36 Month Term Costs	48 Month Term Costs
Base Configuration					
e-STUDIO 2505AC	25PPM Color Copier				
Document Handling Options:					
MR3031	RADF	\$ 244.00	10.81	7.33	5.60
MR4000	DSDF	\$ 480.00	21.26	14.42	11.02
Paper Supply Options:					
KD1058	Paper Feed Pedestal	\$ 253.00	11.21	7.61	5.80
MY1048	Paper Drawer (550-Sheet for KD1032N)	\$ 142.00	6.29	4.27	3.26
KD1059LT	Large Capacity Feeder	\$ 316.00	14.00	9.50	7.25
Options:					
KK4550	Work Tray	\$ 22.00	0.97	0.66	0.50
MY1049	Envelope Drawer Module	\$ 210.00	9.30	6.31	4.82
Finisher Options:					
MJ1042	Inner Finisher	\$ 508.00	22.50	15.27	11.65
MJ1109	Console Finisher	\$ 653.00	28.93	19.63	14.98
MJ1110	Saddlestitch Finisher	\$ 1,019.00	45.14	30.63	23.38
KN5005	Bridge Kit (Required with MJ1107 and MJ1108)	\$ 76.00	3.37	2.28	1.74
MJ6011	Hole Punch for MJ1036N	\$ 255.00	11.30	7.67	5.85
MJ6105	Hole Punch (For MJ1107 and MJ1108)	\$ 255.00	11.30	7.67	5.85
Print Controller Options:					
GS1090	Multi-Station Print Enabler (1 License)	\$ 195.00	8.64	5.85	4.48
GS1080	Embedded OCR Enabler (1 License)	\$ 695.00	30.79	20.88	15.95
Fax / Scan Options:					
GD1370	Fax Board	\$ 430.00	19.05	12.93	9.86
ERFToshiba-499	RightFax Connector	\$ 215.00	9.52	6.46	4.93
Security Options:					
Misc. Options:					
PWRFLTR-XGPCS15D	Power Filter 120V-15AMPS	\$ 109.00	4.82	3.27	2.50
STAND5005	Stand	\$ 115.00	5.09	3.46	2.64
GN4020	Wireless LAN/ Bluetooth Module	\$ 175.00	7.75	5.25	4.02
GR9000	Bluetooth Keyboard (requires GN4020)	\$ 42.00	1.86	1.26	.97
GN2010	Keyboard Shelf (required w/GR9000)	\$ 42.00	1.86	1.26	.97
	Panel 10 Key Option	\$ 42.00	1.86	1.26	.97



RFP NO. 156-0122-B (JJ)

Bid Item No. 3, Base Configuration:

Konica Minolta Bizhub C308 COPIER/PRINTER - Includes PS, PCL & XPS Controller, 4 GB Standard Memory, Web Browser, Duplex Unit, 250 GB HDD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing / UK-211. Includes: A3PMWY1/ OC- 511 Original Cover and 7640018680/ DK-510 Copy Desk - **OR EQUAL**

PROPOSED	<u>Toshiba</u>	PART#/MODEL:	<u>e-Studio 3005AC</u>
MFG:			
Multi-copy speed: 21-30 copies per minute		Actual:	<u>30</u>
Manufacturers recommended max. Monthly impressions		Actual:	<u>150,000</u>

Base Configuration Includes all requirements of Section E	Purchase	Lease (24 Month Term)	Lease (36 Month Term)	Lease (48 Month Term)
Purchase Price:	<u>\$ 2,661.00</u>			
Lease Price (Per Month Cost)		<u>\$ 125.33</u>	<u>\$ 84.46</u>	<u>\$ 70.46</u>
Maintenance Plan Pricing (Service & Supplies for New MFP)	Black & White:	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Zero Base Service Pricing	Color:	<u>\$.045</u>	<u>\$.045</u>	<u>\$.045</u>

Include separate list of optional MFP upgrades and accessories specific to Bid item. Excel document is preferred.

RFP NO. 156-0122-B (JJ)

Bid Item No. 3, Accessories:

Part Number	Item Description	State of FL Purchase Price	24 Month Term Costs	36 Month Term Costs	48 Month Term Costs
Base Configuration					
e-STUDIO 3005AC	30 PPM Color Copier				
Document Handling Options:					
MR3031	RADF	\$ 244.00	10.81	7.33	5.60
MR4000	DSDF	\$ 480.00	21.26	14.42	11.02
Paper Supply Options:					
KD1058	Paper Feed Pedestal	\$ 253.00	11.21	7.61	5.80
MY1048	Paper Drawer (550-Sheet for KD1032N)	\$ 142.00	6.29	4.27	3.26
KD1059LT	Large Capacity Feeder	\$ 316.00	14.00	9.50	7.25
Options:					
KK4550	Work Tray	\$ 22.00	0.97	0.66	0.50
MY1049	Envelope Drawer Module	\$ 210.00	9.30	6.31	4.82
Finisher Options:					
MJ1042	Inner Finisher	\$ 508.00	22.50	15.27	11.65
MJ1109	Console Finisher	\$ 653.00	28.93	19.63	14.98
MJ1110	Saddlestitch Finisher	\$ 1,019.00	45.14	30.63	23.38
KN5005	Bridge Kit (Required with MJ1107 and MJ1108)	\$ 76.00	3.37	2.28	1.74
MJ6011	Hole Punch for MJ1042	\$ 255.00	11.30	7.67	5.85
MJ6105	Hole Punch (For MJ1109 and MJ1110)	\$ 255.00	11.30	7.67	5.85
Print Controller Options:					
GS1090	Multi-station Print Enabler (1 License)	\$ 195.00	8.64	5.85	4.48
GS1080	Embedded OCR Enabler	\$ 695.00	30.79	20.88	15.95
Fax / Scan Options:					
GD1370	Fax Board	\$ 430.00	19.05	12.93	9.86
ERFToshiba-499	Rightfax Connector	\$ 195.00	9.52	6.46	4.93
Security Options:					
Misc. Options:					
PWRFLTR-XGPCS15D	Power Filter 120V – 15AMPS	\$ 109.00	4.82	3.27	2.50
STAND5005	Stand	\$ 115.00	5.09	3.46	2.64
GN4020	Wireless LAN/ Bluetooth Module	\$ 175.00	7.75	5.25	4.02
GR9000	Bluetooth Keyboard (requires GN4020)	\$ 42.00	1.86	1.26	.97
GN2010	Keyboard Shelf (required w/ GR9000)	\$ 42.00	1.86	1.26	.97
	Panel 10 Key Option	\$ 42.00	1.86	1.26	.97



RFP NO. 156-0122-B (JJ)

Bid Item No. 4, Base Configuration:

Konica Minolta Bizhub 364e - Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Duplex Unit, 250 GB HDD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Optional Authentication Device Connection, Service USB Firmware Updates, Developer Unit, and Drum Unit. Includes A3PMWY1/ OC-511 Original Cover and 7640018680/ DK-510 Enhanced Copy Desk - **OR EQUAL**

PROPOSED Toshiba PART#/MODEL: e-Studio 3508A
 MFG:
 Multi-copy speed: 21-30 copies per minute Actual: 35
 Manufacturers recommended max. Monthly impressions Actual: 125,000

Base Configuration Includes all requirements of Section E	Purchase	Lease (24 Month Term)	Lease (36 Month Term)	Lease (48 Month Term)
Purchase Price:	<u>\$ 1,867</u>			
Lease Price (Per Month Cost)		<u>\$ 87.94</u>	<u>\$ 59.26</u>	<u>\$ 49.44</u>
Maintenance Plan Pricing (Service & Supplies for New MFP)	Black & White:	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Zero Base Service Pricing	Color:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Include separate list of optional MFP upgrades and accessories specific to Bid item. Excel document is preferred.

Bid Item No. 4, Accessories:

RFP NO. 156-0122-B (JJ)

Part Number	Item Description	State of FL Purchase Price	24 Month Term Costs	36 Month Term Costs	48 Month Term Costs
Base Configuration					
e-STUDIO3508A	35 PPM Digital Copier				
Document Handling Options:					
MR3025	RADF	\$ 244.00	10.81	7.33	5.60
MR4000	DSDF	\$ 480.00	21.26	14.42	11.02
Paper Supply Options:					
KD1058	Paper Feed Pedestal	\$ 253.00	11.21	7.61	5.80
MY1048	Paper Drawer (550-Sheet for KD1032N)	\$ 142.00	6.29	4.27	3.26
KD1059LT	Large Capacity Feeder	\$ 316.00	14.00	9.50	7.25
Output Options:					
KK4550	Work Tray	\$ 22.00	0.97	0.66	0.50
MY1049	Envelope Drawer Module	\$ 210.00	9.30	6.31	4.82
Finisher Options:					
MJ1109	Console Finisher	\$ 653.00	28.93	19.63	14.98
MJ1110	Saddlestitch Finisher	\$ 1,019.00	45.14	30.63	23.38
KN5005	Bridge Kit (Required with MJ1107 and MJ1108)	\$ 76.00	3.37	2.28	1.74
MJ6011	Hole Punch for MJ1042	\$ 255.00	11.30	7.67	5.85
MJ6105	Hole Punch (For MJ1109 and MJ1110)	\$ 255.00	11.30	7.67	5.85
Print Controller Options:					
GS1090	Multi-Station Print Enabler (1 License)	\$ 195.00	8.64	5.85	4.48
Fax / Scan Options:					
GD1370	Fax Board	\$ 430.00	19.05	12.93	9.86
ERFToshiba-499	Rightfax Connector	\$ 215.00	9.52	6.46	4.93
GS1080	Embedded OCR Enabler	\$ 695.00	30.79	20.88	15.95
Security Options:					
Misc. Options:					
PWRFLTR-XGPCS15D	Power Filter 120V 15AMPS	\$ 109.00	4.82	3.27	2.50
STAND5005	Stand	\$ 115.00	5.09	3.46	2.64
GN4020	Wireless LAN/ Bluetooth Module	\$ 175.00	7.75	5.25	4.02
GR9000	Bluetooth Keyboard (Requires GN4020)	\$ 42.00	1.86	1.26	.97
GN2010	Keyboard Shelf (required w/ GR9000)	\$ 42.00	1.86	1.26	.97
	Panel 10 Key Option	\$ 42.00	1.86	1.26	.97

Bid Item No. 5, Base Configuration:



RFP NO. 156-0122-B (JJ)

Konica Minolta Bizhub C368 COPIER/PRINTER - Includes PS, PCL & XPS Controller, 4 GB Standard Memory, Web Browser, Duplex Unit, 250 GB HDD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing / UK-211 Includes: A3PMWY1/OC- 511 Original Cover and 7640018680/DK-510 Copy Desk - **OR EQUAL**

PROPOSED Toshiba PART#/MODEL: e-Studio 3505AC
 MFG:
 Multi-copy speed: 21-30 copies per minute Actual: 35
 Manufacturers recommended max. Monthly impressions Actual: 175,000

Base Configuration Includes all requirements of Section E	Purchase	Lease (24 Month Term)	Lease (36 Month Term)	Lease (48 Month Term)
Purchase Price:	<u>\$ 2,941.00</u>			
Lease Price (Per Month Cost)		<u>\$ 138.52</u>	<u>\$ 93.35</u>	<u>\$ 77.88</u>
Maintenance Plan Pricing (Service & Supplies for New MFP)	Black & White:	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Zero Base Service Pricing	Color:	<u>\$.045</u>	<u>\$.045</u>	<u>\$.045</u>

Include separate list of optional MFP upgrades and accessories specific to Bid item. Excel document is preferred.

Bid Item No. 5, Accessories:



RFP NO. 156-0122-B (JJ)

Part Number	Item Description	State of FL Purchase Price	24 Month Term Costs	36 Month Term Costs	48 Month Term Costs
Base Configuration					
e-STUDIO 3505AC	35 PPM Color Copier				
Document Handling Options:					
MR3025	RADF	\$ 244.00	10.81	7.33	5.60
MR4000	DSDF	\$ 480.00	21.26	14.42	11.02
Paper Supply Options:					
KD1058	Paper Feed Pedestal	\$ 253.00	11.21	7.61	5.80
MY1048	Paper Drawer (550-Sheet for KD1032N)	\$ 142.00	6.29	4.27	3.26
KD1059LT	Large Capacity Feeder	\$ 316.00	14.00	9.50	7.25
Options:					
KK4550	Work Tray	\$ 22.00	0.97	0.66	0.50
MY1049	Envelope Drawer Module	\$ 210.00	9.30	6.31	4.82
Finisher Options:					
MJ1042	Inner Finisher	\$ 508.00	22.50	15.27	11.65
MJ1109	Console Finisher	\$ 653.00	28.93	19.63	14.98
MJ1110	Saddlestitch Finisher	\$ 1,019.00	45.14	30.63	23.38
KN5005	Bridge Kit (Required with MJ1107 and MJ1108)	\$ 76.00	3.37	2.28	1.74
MJ6011	Hole Punch for MJ1042	\$ 255.00	11.30	7.67	5.85
MJ6105	Hole Punch (For MJ1109 and MJ1110)	\$ 255.00	11.30	7.67	5.85
Print Controller Options:					
GS1090	Multi-Station Print Enabler (1 License)	\$ 195.00	8.64	5.85	4.48
GS1080	Embedded OCR Enabler (1 License)	\$ 695.00	30.79	20.88	15.95
Fax / Scan Options:					
GD1370	Fax Board	\$ 430.00	19.05	12.93	9.86
ERFToshiba-499	Rightfax Connector	\$ 215.00	9.52	6.46	4.93
Security Options:					
Misc. Options:					
PWRFLTR-XGPCS15D	Power Filter 120V 15AMPS	\$ 109.00	4.82	3.27	2.50
STAND5005	Stand	\$ 115.00	5.09	3.46	2.64
GN4020	Wireless LAN/ Bluetooth Module	\$ 175.00	7.75	5.25	4.02
GR9000	Bluetooth Keyboard (Requires GN4020)	\$ 42.00	1.86	1.26	.97
GN2010	Keyboard Shelf (required w/ GR9000)	\$ 42.00	1.86	1.26	.97
	Panel 10 Key Option	\$ 42.00	1.86	1.26	.97



RFP NO. 156-0122-B (JJ)

Bid Item No. 6, Base Configuration:

Konica Minolta Bizhub 454e - Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Dual Scan Document Feeder, Duplex Unit, 250 GB HDD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Optional Authentication Device Connection, Service USB Firmware Updates, Developer Unit, and Drum Unit. Includes: A4MDWY1/ OT-506 Output Tray and 7640018680/ DK-510 Enhanced Copy Desk - **OR EQUAL**

PROPOSED	<u>Toshiba</u>	PART#/MODEL:	<u>e-Studio 4508A</u>
MFG:			
Multi-copy speed: 41-50 copies per minute		Actual:	<u>45</u>
Manufacturers recommended max. Monthly impressions		Actual:	<u>150,000</u>

Base Configuration Includes all requirements of Section E	Purchase	Lease (24 Month Term)	Lease (36 Month Term)	Lease (48 Month Term)
Purchase Price:	<u>\$ 2,237.00</u>			
Lease Price (Per Month Cost)		<u>\$ 105.36</u>	<u>\$ 71.00</u>	<u>\$ 59.24</u>
Maintenance Plan Pricing (Service & Supplies for New MFP)	Black & White:	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Zero Base Service Pricing	Color:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Include separate list of optional MFP upgrades and accessories specific to Bid item. Excel document is preferred.

Bid Item No. 6, Accessories:

RFP NO. 156-0122-B (JJ)

Part Number	Item Description	State of FL Purchase Price	24 Month Term Costs	36 Month Term Costs	48 Month Term Costs
Base Configuration					
e-STUDIO4508A	45 PPM Digital Copier				
Document Handling Options:					
MR3031	RADF	\$ 244.00	10.81	7.33	5.60
MR4000	DSDF	\$ 480.00	21.26	14.42	11.02
Paper Supply Options:					
KD1058	550 Sheet Paper Feed Pedestal	\$ 292.00	12.94	8.78	6.70
MY1048	550-Sheet Drawer	\$ 164.00	7.27	4.93	3.76
KD1059LT	2000 Sheet Large Capacity Feeder	\$ 365.00	16.17	10.97	8.37
Options:					
MY1049	Envelope Drawer Module	\$ 210.00	9.30	6.31	4.82
Finisher Options:					
MJ1109	Console Finisher	\$ 653.00	28.93	19.63	14.98
MJ1110	Saddlestitch Finisher	\$ 1,019.00	45.14	30.63	23.38
KN5005	Bridge Kit (Required with MJ1107 and MJ1108)	\$ 76.00	3.37	2.28	1.74
MJ6011	Hole Punch for MJ1042	\$ 255.00	11.30	7.67	5.85
MJ6105	Hole Punch (For MJ1109 and MJ1110)	\$ 255.00	11.30	7.67	5.85
MJ6104	Hole Punch (for MJ1107 & MJ1108N)	\$ 255.00	11.30	7.67	5.85
Print Controller Options:					
GS1090	Multi-Station Print Enabler (1 License)	\$ 195.00	8.64	5.85	4.48
GS1080	Embedded OCR Enabler (1 License)	\$ 695.00	30.79	20.88	15.95
Fax / Scan Options:					
GD1370	Fax Board	\$ 430.00	19.05	12.93	9.86
ERFToshiba-499	Rightfax Connector	\$ 215.00	9.52	6.46	4.93
Security Options:					
Misc. Options:					
PWRFLTR-XGPCS15D	Power Filter 120V 15AMPS	\$ 109.00	4.82	3.27	2.50
STAND5005	Stand	\$ 115.00	5.09	3.46	2.64
GN4020	Wireless LAN/ Bluetooth Module	\$ 175.00	7.75	5.25	4.02
GR9000	Bluetooth Keyboard (Requires GN4020)	\$ 42.00	1.86	1.26	.97
GN2010	Keyboard Shelf (required w/ GR9000)	\$ 42.00	1.86	1.26	.97
	Panel 10 Key Option	\$ 42.00	1.86	1.26	.97
GN3010	Antenna	\$ 77.00	3.41	2.31	1.77



RFP NO. 156-0122-B (JJ)

Bid Item No. 7, Base Configuration:

Konica Minolta Bizhub C454e Copier/Printer/Scanner - Includes PS, PCL & XPS Controller, Dual Scanner Document Feeder, 2 GB Standard Memory, Duplex Unit, 250 GB HDD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Optional Authentication Device Connection, Service USB Firmware Updates, CMYK Developer Units, Color Drum Units and Black Drum Unit. Includes 7640017610/DK-510 Copy Desk and A4MDWY1/OT-506 Output Tray - **OR EQUAL**

PROPOSED	<u>Toshiba</u>	PART#/MODEL:	<u>e-Studio 4505AC</u>
MFG:			
Multi-copy speed: 41-50 copies per minute		Actual:	<u>45</u>
Manufacturers recommended max. Monthly impressions		Actual:	<u>200,000</u>

Base Configuration Includes all requirements of Section E	Purchase	Lease (24 Month Term)	Lease (36 Month Term)	Lease (48 Month Term)
Purchase Price:	<u>\$ 4,642.00</u>			
Lease Price (Per Month Cost)		<u>\$ 218.63</u>	<u>\$ 147.34</u>	<u>\$ 122.92</u>
Maintenance Plan Pricing (Service & Supplies for New MFP)	Black & White:	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Zero Base Service Pricing	Color:	<u>\$.045</u>	<u>\$.045</u>	<u>\$.045</u>

Include separate list of optional MFP upgrades and accessories specific to Bid item. Excel document is preferred.



RFP NO. 156-0122-B (JJ)

Bid Item No. 7, Accessories:

Part Number	Item Description	State of FL Purchase Price	24 Month Term Costs	36 Month Term Costs	48 Month Term Costs
Base Configuration					
e-STUDIO4505AC	45 PPM Color Copier				
Document Handling Options:					
MR3025	RADF	\$ 244.00	10.81	7.33	5.60
MR4000	DSDF	\$ 480.00	21.26	14.42	11.02
Paper Supply Options:					
KD1058	Paper Feed Pedestal	\$ 253.00	11.21	7.61	5.80
MY1048	Paper Drawer (550-Sheet for KD1032N)	\$ 142.00	6.29	4.27	3.26
KD1059LT	Large Capacity Feeder	\$ 316.00	14.00	9.50	7.25
Output Options:					
KK4550	Work Tray	\$ 22.00	0.97	0.66	0.50
MY1049	Envelope Drawer Module	\$ 210.00	9.30	6.31	4.82
Finisher Options:					
MJ1109	Console Finisher	\$ 653.00	28.93	19.63	14.98
MJ1110	Saddlestitch Finisher	\$ 1,019.00	45.14	30.63	23.38
KN5005	Bridge Kit (Required with MJ1107 and MJ1108)	\$ 76.00	3.37	2.28	1.74
MJ6011	Hole Punch for MJ1042	\$ 255.00	11.30	7.67	5.85
MJ6105	Hole Punch (For MJ1109 and MJ1110)	\$ 255.00	11.30	7.67	5.85
Print Controller Options:					
GS1090	Multi-Station Print Enabler (1 License)	\$ 195.00	8.64	5.85	4.48
Fax / Scan Options:					
GD1370	Fax Board	\$ 430.00	19.05	12.93	9.86
ERFToshiba-499	Rightfax Connector	\$ 215.00	9.52	6.46	4.93
GS1080	Embedded OCR Enabler	\$ 695.00	30.79	20.88	15.95
Security Options:					
Misc. Options:					
PWRFLTR-XGPCS15D	Power Filter 120V 15AMPS	\$ 109.00	4.82	3.27	2.50
STAND5005	Stand	\$ 115.00	5.09	3.46	2.64
GN4020	Wireless LAN/ Bluetooth Module	\$ 175.00	7.75	5.25	4.02
GR9000	Bluetooth Keyboard (Requires GN4020)	\$ 42.00	1.86	1.26	.97
GN2010	Keyboard Shelf (required w/ GR9000)	\$ 42.00	1.86	1.26	.97
	Panel 10 Key Option	\$ 42.00	1.86	1.26	.97



RFP NO. 156-0122-B (JJ)

Bid Item No. 8, Base Configuration:

Konica Minolta Bizhub C554e Includes PS, PCL & XPS Controller, Dual Scanner Document Feeder, 2 GB Standard Memory, Duplex Unit, 250 GB HDD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing. Includes 7640018680/DK-510 Enhanced Copy Desk and A4MDWY1/OT-506 Output Tray - **OR EQUAL**

PROPOSED Toshiba PART#/MODEL: e-Studio 4505AC
MFG:
Multi-copy speed: 41-50 copies per minute Actual: 45
Manufacturers recommended max. Monthly impressions Actual: 200,000

Base Configuration Includes all requirements of Section E	Purchase	Lease (24 Month Term)	Lease (36 Month Term)	Lease (48 Month Term)
Purchase Price:	<u>\$ 4,642.00</u>			
Lease Price (Per Month Cost)		<u>\$ 218.63</u>	<u>\$ 147.34</u>	<u>\$ 122.92</u>
Maintenance Plan Pricing (Service & Supplies for New MFP)	Black & White:	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Zero Base Service Pricing	Color:	<u>\$.045</u>	<u>\$.045</u>	<u>\$.045</u>

Include separate list of optional MFP upgrades and accessories specific to Bid item. Excel document is preferred.



RFP NO. 156-0122-B (JJ)

Bid Item No. 8, Accessories:

Part Number	Item Description	State of FL Purchase Price	24 Month Term Costs	36 Month Term Costs	48 Month Term Costs
Base Configuration					
e-STUDIO4505AC	45 PPM Color Copier				
Document Handling Options:					
MR3025	RADF	\$ 244.00	10.81	7.33	5.60
MR4000	DSDF	\$ 480.00	21.26	14.42	11.02
Paper Supply Options:					
KD1058	Paper Feed Pedestal	\$ 253.00	11.21	7.61	5.80
MY1048	Paper Drawer (550-Sheet for KD1032N)	\$ 142.00	6.29	4.27	3.26
KD1059LT	Large Capacity Feeder	\$ 316.00	14.00	9.50	7.25
Output Options:					
KK4550	Work Tray	\$ 22.00	0.97	0.66	0.50
MY1049	Envelope Drawer Module	\$ 210.00	9.30	6.31	4.82
Finisher Options:					
MJ1109	Console Finisher	\$ 653.00	28.93	19.63	14.98
MJ1110	Saddlestitch Finisher	\$ 1,019.00	45.14	30.63	23.38
KN5005	Bridge Kit (Required with MJ1107 and MJ1108)	\$ 76.00	3.37	2.28	1.74
MJ6011	Hole Punch for MJ1042	\$ 255.00	11.30	7.67	5.85
MJ6105	Hole Punch (For MJ1109 and MJ1110)	\$ 255.00	11.30	7.67	5.85
Print Controller Options:					
GS1090	Multi-Station Print Enabler (1 License)	\$ 195.00	8.64	5.85	4.48
Fax / Scan Options:					
GD1370	Fax Board	\$ 430.00	19.05	12.93	9.86
ERFToshiba-499	Rightfax Connector	\$ 215.00	9.52	6.46	4.93
GS1080	Embedded OCR Enabler	\$ 695.00	30.79	20.88	15.95
Security Options:					
Misc. Options:					
PWRFLTR-XGPCS15D	Power Filter 120V 15AMPS	\$ 109.00	4.82	3.27	2.50
STAND5005	Stand	\$ 115.00	5.09	3.46	2.64
GN4020	Wireless LAN/ Bluetooth Module	\$ 175.00	7.75	5.25	4.02
GR9000	Bluetooth Keyboard (Requires GN4020)	\$ 42.00	1.86	1.26	.97
GN2010	Keyboard Shelf (required w/ GR9000)	\$ 42.00	1.86	1.26	.97
	Panel 10 Key Option	\$ 42.00	1.86	1.26	.97



RFP NO. 156-0122-B (JJ)

Bid Item No. 9, Base Configuration:

Konica Minolta Bizhub C754e - Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Dual Scan Document Feeder, Duplex Unit, 250 GB HD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing. Includes A092WW1/OT-503 Output Tray - **OR EQUAL**

PROPOSED	<u>Toshiba</u>	PART#/MODEL:	<u>e-Studio 6570C</u>
MFG:			
Multi-copy speed: 70-80 copies per minute		Actual:	<u>75</u>
Manufacturers recommended max. Monthly impressions		Actual:	<u>275,000</u>

Base Configuration Includes all requirements of Section E	Purchase	Lease (24 Month Term)	Lease (36 Month Term)	Lease (48 Month Term)
Purchase Price:	<u>\$ 9,776</u>			
Lease Price (Per Month Cost)		<u>\$ 460.45</u>	<u>\$ 310.29</u>	<u>\$ 258.86</u>
Maintenance Plan Pricing (Service & Supplies for New MFP)	Black & White:	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Zero Base Service Pricing	Color:	<u>\$.045</u>	<u>\$.045</u>	<u>\$.045</u>

Include separate list of optional MFP upgrades and accessories specific to Bid item. Excel document is preferred.



RFP NO. 156-0122-B (JJ)

Bid Item No. 9, Accessories:

Item Number	Item Description	State of FL Purchase Price	24 Month Term Costs	36 Month Term Costs	48 Month Term Costs
Base Configuration					
e-STUDIO6540C	65PPM COLOR 65PPM BK 4-Drawer				
Total Base Configuration					
Document Handling Options:					
Paper Supply Options:					
MP2501	2500 Sheet Large Capacity Feeder	\$ 526.00	23.30	15.81	12.07
Output Options:					
KA6550	Side Exit Tray	\$ 39.00	1.73	1.17	0.89
Finisher Options:					
MJ1103	50 Sheet Stapling Finisher	\$ 966.00	42.79	29.04	22.16
MJ1104	Saddle Stitch Finisher	\$ 1,478.00	65.48	44.43	33.91
KN1103	Finisher Rail	\$ 25.00	1.11	0.75	0.57
MJ6102	Hole Punch Unit for MJ1103 & MJ1104	\$ 245.00	10.85	7.36	5.62
Print Controller Options:					
GA1310EX	EFI Controller	\$ 4,501.00	199.39	135.30	103.25
Fax / Scan Options:					
GD1270NXF	Fax Board (110 Volts)	\$ 446.00	19.76	13.41	10.23
GD1260F	2ND Line Fax	\$ 270.00	11.96	8.12	6.19
ERFToshiba-499	Rightfax Connector	\$ 215.00	9.52	6.46	4.93
Security Options:					
Misc. Options:					
GC1230	512MB Module Memory Module	\$ 217.00	9.61	6.52	4.98
GN1060	Wireless 80211G	\$ 329.00	14.57	9.89	7.55
GN2010	Bluetooth MOD (Requires GN3010)	\$ 179.00	7.93	5.38	4.11
GN3010	Antenna	\$ 77.00	3.41	2.31	1.77
GQ1200	Coin Controller Wiring Harness	\$ 43.00	1.90	1.29	0.99



RFP NO. 156-0122-B (JJ)

Bid Item No. 9, Base Configuration:

Konica Minolta Bizhub C754e - Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Dual Scan Document Feeder, Duplex Unit, 250 GB HD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing. Includes A092WW1/OT-503 Output Tray - **OR EQUAL**

PROPOSED Toshiba PART#/MODEL: e-Studio 6506ACT
MFG:
Multi-copy speed: 70-80 copies per minute Actual: 75
Manufacturers recommended max. Monthly impressions Actual: 275,000

Base Configuration Includes all requirements of Section E	Purchase	Lease (24 Month Term)	Lease (36 Month Term)	Lease (48 Month Term)
Purchase Price:	<u>\$ 9,776</u>			
Lease Price (Per Month Cost)		<u>\$ 460.45</u>	<u>\$ 310.29</u>	<u>\$ 258.86</u>
Maintenance Plan Pricing (Service & Supplies for New MFP)	Black & White:	<u>\$.0042</u>	<u>\$.0042</u>	<u>\$.0042</u>
Zero Base Service Pricing	Color:	<u>\$.045</u>	<u>\$.045</u>	<u>\$.045</u>

Include separate list of optional MFP upgrades and accessories specific to Bid item. Excel document is preferred.



RFP NO. 156-0122-B (JJ)

Bid Item No. 9, Accessories:

Item Number	Item Description	State of FL Purchase Price	24 Month Term Costs	36 Month Term Costs	48 Month Term Costs
Base Configuration					
e-STUDIO6506ACT	65PPM COLOR 75PPM BK				
Total Base Configuration					
Document Handling Options:					
Paper Supply Options:					
MP2502	2500 Sheet Large Capacity Feeder	\$ 526.00	23.30	15.81	12.07
Output Options:					
KA6551	Side Exit Tray	\$ 39.00	1.73	1.17	0.89
Finisher Options:					
MJ1111	50 Sheet Stapling Finisher	\$ 966.00	42.79	29.04	22.16
MJ1112	Saddle Stitch Finisher	\$ 1,478.00	65.48	44.43	33.91
KN1103	Finisher Rail	\$ 25.00	1.11	0.75	0.57
MJ6106	Hole Punch Unit for MJ1111 & MJ1112	\$ 245.00	10.85	7.36	5.62
Options					
PWRFLTR-XGPCS20D	Power Filter	\$ 146.00	6.47	4.39	3.35
GS1090	Multi-Station Print Enabler (1 License)	\$ 195.00	8.64	5.85	4.48
Fax / Scan Options:					
GD1370	Fax Board (110 Volts)	\$ 446.00	19.76	13.41	10.23
GS1080	Embedded OCR Enabler	\$ 695.00	30.79	20.88	15.95
ERFToshiba-499	Rightfax Connector	\$ 215.00	9.52	6.46	4.93
Security Options:					
Misc. Options:					
GN4020	Wireless LAN/ Bluetooth Module	\$ 175.00	7.75	5.25	4.02
GR9000	Bluetooth Keyboard (Requires GN4020)	\$ 42.00	1.86	1.26	.97
GN2010	Keyboard Shelf (required w/ GR9000)	\$ 42.00	1.86	1.26	.97
GR1260	Panel 10 Key Option	\$ 42.00	1.86	1.26	.97

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

Issue Considered: Request to approve the payment for annual maintenance support and hosting services from Vermont Systems for the Recreation Department in the amount of \$13,854.00.

Date: October 9, 2018

Prepared By: Jennifer McMahon, Recreation Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City Commission approved expenditures for the Vermont System recreation software in the FY2016 budget. Vermont Systems is to provide software maintenance and support services for the Licensed Software that includes distribution of product update releases that include software repairs and enhancements subsequent to the initial purchase. Additionally, they provide hosting services for the software and web based activity. This annual fee is a sole source from Vermont System to manage and host the software we purchased from them. The software addresses both recreation and financial needs in facility, registration, pass management, rentals and web-based activity.

Funding: This item is budgeted in account #001-6106-572-5330

Requested Motion: “I move to approve the payment for annual maintenance support and hosting services for the Recreation Department in the amount of \$13,854.00.”

Attachments: Invoice

**Reviewed by
City Manager:** WS

Vermont Systems

Recreation & Parks Software

Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452

(802) 879-6993

Invoice

Customer No.: FL-ST PETE B

Invoice No.: 60058

Bill To: **City of St Pete Beach**
Jennifer McMahon
155 Corey Ave.
Saint Pete Beach, FL 33706

Ship To: **City of St Pete Beach**
155 Corey Ave.
Saint Pete Beach, FL 33706

Date		Ship Via		F.O.B.		Terms		
09/07/18		Ground		Origin		Net 30		
Purchase Order Number			Order Date		Sales Person		Our Order Number	
			06/14/18				50326	
Quantity			Item Number	Description	Unit Price	Amount		
Required	Shipped	B.O.						
1.000	1.000		V-RT-MU-AR-M	Activity Reg-M/U Annual MA.	\$490.00	\$490.00		
1.000	1.000		V-RT-MU-FR-M	Facility Res-M/U Annual MA	\$490.00	\$490.00		
1.000	1.000		V-RT-MU-PM-M	Pass Mgmt Photo-M/U Annual Maintenance (NO Print Pass/ ID Card)	\$490.00	\$490.00		
1.000	1.000		V-RT-MU-PMI-M	Pass Mgmt ID Integration Photo ID Card/Biometric Annual Maintenance,Multi Usr	\$180.00	\$180.00		
1.000	1.000		V-RT-MU-SA-M	RT SystemAdmin. M/U Annual Maintenance	\$400.00	\$400.00		
4.000	4.000		V-RT-MU-AU-M	RecTrac Add'l User Annual MA Over Two	\$50.00	\$200.00		
1.000	1.000		T-PG-M	Progress Annual Maintenance	\$450.00	\$450.00		
12.000	12.000		V-HS-S1	VSI Hosting Service Silver 5 Users Monthly Fee	\$650.00	\$7,800.00		
12.000	12.000		V-HS-S2	VSI Hosting Service Silver 01 ADD Users Monthly Fee	\$40.00	\$480.00		
1.000	1.000		V-RT-IN-GL-M	General Ledger Interface Annual Maintenance	\$300.00	\$300.00		
1.000	1.000		V-WT-SU-IS-6-M	Web Internet Software, Incl:RT Integration s/w 6-15 Users, Annual MA, 25 Agents.	\$750.00	\$750.00		
1.000	1.000		V-WT-SU-AR-M	WebTrac Activity Reg Annual Maint, 1-15 Users	\$190.00	\$190.00		
1.000	1.000		V-WT-SU-FR-M	WebTrac Facility Reserv, 1-15 Annual Maint.	\$190.00	\$190.00		
1.000	1.000		V-WT-SU-AU-M	WebTrac Small Workgroup Usr Annual Maint for WebTrac 25 Agents	\$125.00	\$125.00		
1.000	1.000		V-WT-SU-MWT-M	Mobile WebTrac Basic Maint.	\$390.00	\$390.00		
1.000	1.000		T-PG-SU-WB-M	Progress WebSpeed Transact. Server, Annual MA	\$329.00	\$329.00		
1.000	1.000		V-PT-IN-ERI-M	VSI Credit Card External Redirect Interface Annual MA	\$600.00	\$600.00		

Vermont Systems

Recreation & Parks Software

Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452

(802) 879-6993

Invoice

Customer No.: FL-ST PETE B

Invoice No.: 60058

Bill To: **City of St Pete Beach**
Jennifer McMahon
155 Corey Ave.
Saint Pete Beach, FL 33706

Ship To: **City of St Pete Beach**
155 Corey Ave.
Saint Pete Beach, FL 33706

Date	Ship Via		F.O.B.	Terms		
09/07/18	Ground		Origin	Net 30		
Purchase Order Number		Order Date	Sales Person		Our Order Number	
		06/14/18			50326	
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

Invoice subtotal \$13,854.00

Invoice total \$13,854.00

COVERS: 10/1/18-9/30/19

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

Issue Considered: Request approval to sign a statement of “no objection” for the property owner to the north of the 28th Avenue right-of-way owned by the City in order to move and reconstruct the dock, with the installation of a new deck lift and boatlift.

Date: October 9, 2018

Prepared By: Brandon Berry, Planner I

Through: Wesley Wright, Community Development Director

Summary of Issue The applicant submitted a statement of “no objection” form for the installation of a boat lift on September 14, 2018. This request was modified and resubmitted on September 28, 2018. The dock is located at 2801 Pass-A-Grille Way and is adjacent to the City-owned right-of-way of 28th Avenue.

The City’s regulations for residential docks require that docks and boatlifts be located in the center one-half width of the lot at waterfront, and extend from the seawall no further than one-half of the lot width at the waterfront. The applicant is proposing to move and reconstruct the dock to the south and add a new deck lift and new boatlift. The dock is proposed to be reconstructed 15 feet from the right-of-way line, with the boatlift within 1 foot of the right-of-way. The required side setback from the right-of-way is 12.5 feet. This requirement can be varied administratively provided that a signed statement of “no objection” from the City has been received. If the applicant receives approval by the City, the proposal will be approved for zoning.

Requested Motion: “I move to approve executing the “no objection” statement for property owner to the north of the 28th Avenue right-of-way to move the existing dock and install a boat lift to the existing residential dock at 2801 Pass-A-Grille Way.”

Attachment: Statement of no objection form with proposed dock plan, Relevant Code Provision

**Reviewed by the
City Manager :**

WS

Relevant Code Provision

Sec. 6.23. - Docks.

Section 6.23 Docks.

It is the intent of the city, together with the Pinellas County Water and Navigation Control Authority, to regulate the construction of residential and commercial dock facilities in order to minimize the adverse impacts of such activities upon the natural resources of the City of St. Pete Beach, Pinellas County and the State of Florida.

(d) *Additional requirements for residential docks.* In addition to the preceding general requirements, residential docks shall adhere to the following:

(1) No residential dock shall be designed or constructed to accommodate more than two boats for permanent mooring. No residential zoning lot shall have more than one dock. For the purpose of this section, personal watercraft (wave runners or jet skis) lifts shall not be considered a boat slip.

(2) Notwithstanding the preceding, a residential dock for the joint use by two or more adjacent waterfront property owners may be permitted where the physical characteristics of the waterfront make it impractical to build individual docks.

(3) No residential dock, davits, boatlifts or tie poles shall extend from the mean high water line or seawall of the appurtenant upland property to a length greater than one-half the width of the zoning lot at the waterfront. This requirement may be varied administratively provided that signed statements of "no objection" from both adjacent waterfront property owners have been submitted.

(4) Residential dock, davits, boatlifts or tie poles shall be located within the center one-half of the width of the appurtenant upland property at the waterfront. For the purpose of this regulation, side lot lines of a lot shall be deemed to extend into the adjacent water body perpendicular to the shoreline which they intersect. This requirement may be varied administratively provided that a signed statement of "no objection" from the property owner encroached upon has been submitted with the permit application.

PRIVATE DOCK

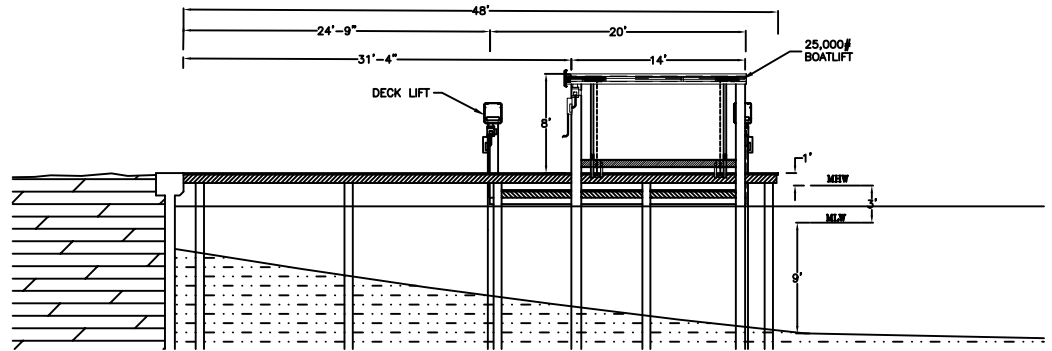
Application# _____

(OFFICIAL USE ONLY)

MHW 1'

MLW 3'

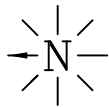
BOTTOM 9'



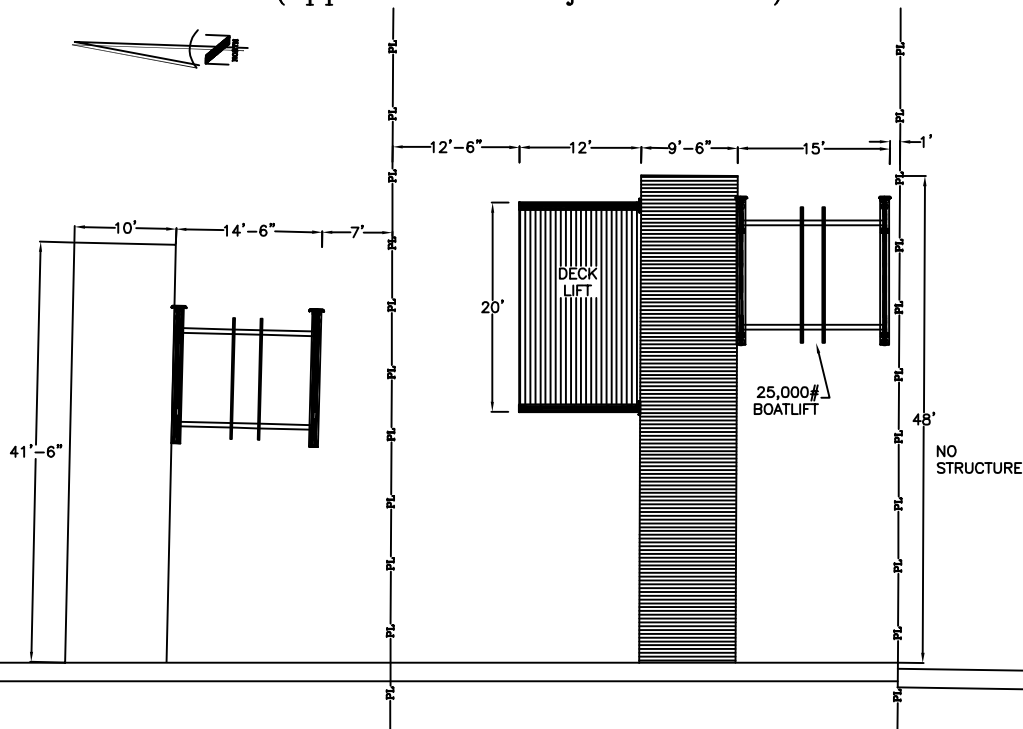
Profile View

ENG. SCALE: 1"=NTS

TOTAL SQUARE FEET 456'
 NEW SQUARE FEET 4'
 WATERWAY WIDTH 600'+
 WATERFRONT WIDTH 50'



Plan View
(applicant and adjacent docks)



SHORELINE

The undersigned does not object to the proposed dock and requested variances as drawn in the space provided above.

Left Owner

Right Owner

Signature

Date

Signature

Date

Municipality Approval

Water and Navigation Approval

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

Issue Considered: Request approval to execute a purchase agreement with Motorola Solutions in the amount of \$61,288.14 for the replacement of the portable radios utilized by fire department personnel.

Date: October 9, 2018

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: Currently, the fire department is utilizing Motorola XTS 2500 portable radios on fire, EMS, and disaster scenes. This specific model is no longer manufactured and replacement parts will be unavailable in the near future.

This project will replace all portable radios on front line fire and EMS apparatus with the Motorola APX 6500's. These eleven (11) units were designed with the fire service in mind and have additional safety and usability features based on the jobs performed by firefighters. The units chosen are due to our radio operator, Pinellas County Fire and EMS administration, and part of the NASPO ValuePoint State of Florida contract pricing.

No additional equipment will be necessary for the completion of this project as the quoted price includes all batteries, chargers, and accessories. The total cost of these items is \$61,288.14 which does not exceed the approved \$62,000 budgeted for FY 2018 / 2019.

The department is requesting that the Commission authorize the City Manager to execute a purchase agreement with Motorola Solutions for the purchase of the Portable Radios.

Funding: CIP – Portable Radios
301-8000-590-0028

Requested Motion: “I move to approve to execute a purchase agreement with Motorola Solutions for the replacement of the portable radios utilized by fire department personnel in the amount of \$61,288.14.”

Attachment: Current quote from Motorola Solutions #QU0000449498

**Reviewed by the
City Manager:**

WS



Quote Number: QU0000449498

Effective: 14 AUG 2018

Effective To: 13 OCT 2018

Bill-To:

ST PETE BEACH, CITY OF
7301 GULF BLVD
SAINT PETERSBURG, FL 33706
United States

Ultimate Destination:

ST PETE BEACH, CITY OF
7301 GULF BLVD
SAINT PETERSBURG, FL 33706
United States

Attention:

Name: Adam Poirrier
Phone: 727-804-5934

Sales Contact:

Name: Steve Rogers
Email: srogers@emciwireless.com
Phone: (352)573-8760

Contract Number: NASPO ValuePoint

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	% Discount Price	Extended Price
1	11	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$3,026.00	\$2,208.98	27.00	\$24,298.78
1a	11	Q58AL	ADD: 3Y ESSENTIAL SERVICE	\$110.00	\$110.00	-	\$1,210.00
1b	11	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	27.00	\$4,135.45
1c	11	QA01427AB	ALT: IMPACT GREEN HOUSING	\$25.00	\$18.25	27.00	\$200.75
1d	11	QA02006AA	ENH: APX6000XE RUGGED RADIO	\$800.00	\$584.00	27.00	\$6,424.00
1e	11	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	\$100.00	\$73.00	27.00	\$803.00
1f	11	QA03399AA	ADD: ENHANCED DATA	\$150.00	\$109.50	27.00	\$1,204.50
1g	11	QA09001AB	ADD: WIFI CAPABILITY	\$300.00	\$219.00	27.00	\$2,409.00
1h	11	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	-	-		-
1i	11	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$876.00	27.00	\$9,636.00
1j	11	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$219.00	27.00	\$2,409.00
2	11	T7914A	RADIO MANAGEMENT ONLINE	-	-		-
2a	11	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	\$100.00	\$73.00	27.00	\$803.00
3	935	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	-	\$935.00
4	11	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$142.00	\$103.66	27.00	\$1,140.26
5	11	NNTN8575A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE GREEN	\$480.00	\$350.40	27.00	\$3,854.40
6	2	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	\$1,250.00	\$912.50	27.00	\$1,825.00

Total Quote in USD

\$61,288.14

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

Issue Considered: Request approval of the Interlocal Service Agreement between the City of St. Pete Beach and Pinellas County for Traffic Control Signals and Related Devices.

Date: October 9, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach's signalized intersections and related devices are currently maintained by Pinellas County. Through this Interlocal Service Agreement, Pinellas County will continue to maintain the City's traffic control signals and devices, which are listed in Appendix A, in a timely manner, at the rates outlined in Appendix B.

Requested Motion: "I move to approve the Interlocal Service Agreement between the City of St. Pete Beach and Pinellas County for Traffic Control Signals and Related Devices."

Attachment: Interlocal Service Agreement for Traffic Control Signals and Related Devices
Appendix A – St. Pete Beach Devices
Appendix B – Annual Maintenance Rates

**Reviewed by the
City Manager:**



**INTERLOCAL SERVICE AGREEMENT
FOR
TRAFFIC CONTROL SIGNALS AND RELATED DEVICES**

THIS AGREEMENT is made and entered into by and between PINELLAS COUNTY, hereinafter the "COUNTY", and the CITY of ST PETE BEACH, hereinafter the "CITY", as political subdivisions of the State of Florida.

WITNESSETH, that:

WHEREAS, this Agreement is made pursuant to Section 125.0101, and Section 163.01, Florida Statutes (2017); and

WHEREAS, the CITY has traffic control authority to carry out matters within CITY limits, as authorized by Section 316, Florida Statutes (2017); and

WHEREAS, the CITY and COUNTY recognize that maintaining traffic control signals and related devices in a uniform and systematic manner optimizes public resources, while providing enhanced safety, security, reliability, and consistent operation of such devices; and

WHEREAS, the CITY requires qualified comprehensive services for traffic control signals and related devices located within their municipal limits; and

WHEREAS, the COUNTY has the knowledge, skills, and established fully-operational and competently staffed traffic signal and sign shops, and is willing to provide services to the CITY on a reimbursement basis, and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION 1: SERVICES BY THE COUNTY

- 1.1 The COUNTY will provide a comprehensive maintenance management program comprised of the following described services, for traffic control signals and related devices situated within corporate limits, in a manner consistent with the requirements of the Florida Department of Transportation (FDOT) Traffic Signal Maintenance and Compensation Agreement; maintenance practices prescribed by the International Municipal Signal Association (IMSA); operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended; construction requirements of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction; and as supplemented by Pinellas County Public Works Department Standard Technical Specifications for Roadway and Related Construction, which shall not conflict with the aforementioned standards.

These services will be provided in a timely manner, without prior notice to, or prior authorization from, the CITY. Professional Services, including but not limited to engineering and architectural design, are not provided through this Agreement.

1.2 **Basic Maintenance Services:** Maintenance activities, as generally described below, are included in the annual compensation for each device and location identified in Appendix “A.”

1.2.1 Preventive Maintenance: Periodic evaluation, general maintenance, and routine repairs performed at regularly scheduled intervals, to maintain the integrity of the installation, and minimize failures and malfunctions.

1.2.2 Response Maintenance: In response to report or notification of a failure or malfunction, the COUNTY will evaluate, repair or replace equipment, components, and devices which have failed or malfunctioned as a result of normal wear and tear and/or obsolescence, in order to restore normal operation.

1.3 **Enhanced Repair Services:** Evaluation, repair or replacement of damaged equipment and components, or other services necessary to restore normal operation and compliance with the standards described in Section 1.1, resulting from casualty, collision, significant weather event or declared disaster, or by the willful and/or negligent actions of others. These services will be performed in a timely manner, in response to report or notification of failure, malfunction, or damage, without prior notice to, or prior authorization from, the CITY. These services are in addition to Basic Maintenance Services, and therefore not included in the annual compensation for each device and location identified in Appendix “A”; they will be invoiced to the CITY separately according to compensation rates identified in Appendix “B”, unless such damages are the result of the actions of COUNTY personnel or its contractors.

1.4 **Optional Additional Services:** At the request of the CITY or FDOT, and acceptance of the COUNTY’S proposed work schedule, these services may be performed at the option of the COUNTY, on a case-by-case basis, resources and schedules permitting. Optional Additional Services are in addition to Basic Maintenance Services, and therefore not included in the annual compensation for devices and locations identified in Appendix “A”. Such Services will be invoiced to the CITY separately according to compensation rates identified in Appendix “B”. As professional services are not offered by this Agreement, the CITY may be required to provide engineering design plans for certain installations and modifications to be performed by the COUNTY.

1.4.1 Operational changes or modifications to existing devices and locations, which require the installation of additional equipment, components, and/or devices, or the removal of equipment, components, and/or devices.

1.4.2 Relocation or removal of equipment, components, or devices, as specifically requested and authorized by the CITY.

- 1.4.3 New installation of intersection control flashing beacons, roadside warning flashers, school zone beacons, pedestrian crossing signals, speed advance warning devices (speed check/speed feedback), and similar devices.
- 1.4.4 Installation, modification, or maintenance of signs and/or pavement markings and related materials.
- 1.4.5 Installation, modification, or removal of internally illuminated street name signs, blank-out signs, or other overhead mounted electrical information or guide signs.
- 1.4.6 Intersection and Roadway Lighting repair or maintenance activities.
- 1.4.7 Installation, modification, repair, or removal of other devices, components, or equipment, or at locations not specifically listed in Appendix "A".

SECTION 2: COMPENSATION

- 2.1 For services described in Section 1 above, the CITY shall pay compensation to the COUNTY, in accordance with Sections 218.70-218.80, Florida Statutes (2017), for each of the following described devices, at locations identified in Appendix "A":
 - 2.1.1 Fully signalized intersections, fire pre-empt signals, pedestrian mid-block signals, HAWK signals, or any traffic control device which operates, or is capable of operating, as a fully functional traffic control signal displaying vehicle and/or pedestrian indications, and which have comparable service requirements.
 - 2.1.2 Emergency fire pre-emption devices - Specialized equipment at fire stations, on fire trucks, or attached to traffic control signals, which are utilized to assign priority to approaching fire truck equipped with the appropriate emitter device.
 - 2.1.3 Specialized Equipment/Components – Equipment, components, or devices connected to traffic control signals, which have specialized inventory and service requirements (example: audible pedestrian signals).
 - 2.1.4 Intersection control beacons; roadside school zone beacons, warning flashers, pedestrian/school crossing flashers – These devices display flashing warning lights in a specified direction, and have comparable service requirements.
 - 2.1.5 Speed advance warning devices (Speed check/speed feedback signs) - Roadside electronic signs displaying the speed of an approaching vehicle.
- 2.2 In cooperation with the CITY, the COUNTY will annually update and reissue Appendix "A" to reflect the CITY's devices and locations. The revised Appendix "A" will be finalized by the COUNTY, and provided to the CITY prior to October 1st of each year. Appendix "A" will be updated and reissued during the year on an as-needed basis, to reflect additions and deletions of devices.

- 2.3 Concurrent with the COUNTY fiscal year, which begins October 1st, compensation rates shall be adjusted annually based on the realized costs to the COUNTY from the previous completed fiscal year. Accordingly, the COUNTY will update and reissue Appendix “B” to reflect the revised annual compensation rates, which will be provided to the CITY prior to October 1st of each year. The first adjustment under this Agreement will take effect on **October 1, 2019**, and then annually thereafter for the life of this Agreement.
- 2.4 The CITY shall make semi-annual payments to the COUNTY for the previous 6-month maintenance period, for all devices and locations identified in Appendix “A”, according to compensation rates identified in Appendix “B”. Semi-annual maintenance periods shall be October through March, and April through September.
- 2.5 Compensation for devices and locations added during the maintenance period will be prorated based on the number of days such devices and/or locations are covered by this Agreement.
- 2.6 Compensation for devices and locations removed or transferred during the maintenance period will be prorated based on the number of days such devices and/or locations were covered by this Agreement prior to removal or transfer.
- 2.7 Invoices for Enhanced Repair Services and Optional Additional Services will be submitted to the CITY in sufficient detail for proper pre-audit and post-audit thereof.
- 2.8 Should this Agreement be terminated by either party, Final Invoice will include all services provided prior to termination.

SECTION 3: CITY RESPONSIBILITIES

- 3.1 The CITY agrees that any and all work involving devices and locations identified in Appendix “A” shall be performed by, or coordinated with, the COUNTY. The CITY shall not itself perform, or contract with others to perform, any work involving or affecting devices identified in Appendix “A”, without the prior authorization of the COUNTY. The CITY shall have the right to perform, or to contract with others to perform, work on any device identified in Appendix “A” in any instance where the COUNTY fails to maintain a device in accordance with the terms provided herein after ten (10) days written notice to the COUNTY of said default and opportunity to cure. If the CITY performs the work, the CITY shall be responsible for said work.
- 3.2 As a condition of this Agreement, devices and equipment installed or modified by the CITY or its contractors must comply with the standards identified in Section 1.1 above.
 - 3.2.1 In addition to any inspections by others, as may be required by permit or construction contract, and prior to close-out of such permit or construction contract, the CITY shall request a COUNTY Traffic Control Devices Review. Any issues noted during the Traffic Control Devices Review will be reported directly to the CITY.

- 3.2.2 The Traffic Control Devices Review is prerequisite to COUNTY acceptance of the installation for maintenance under this Agreement, and is made for this sole purpose. As such, it shall not interfere with or replace any inspection made for any other purpose. Acceptance of an installation for maintenance shall be at the sole discretion of the COUNTY; such acceptance shall not be unreasonably withheld.
- 3.3 The CITY will provide timely written requests to the COUNTY as needed, for additions or deletions to Appendix "A". The CITY shall ensure that all devices and locations, for which COUNTY maintenance services are required, are reflected on Appendix "A"; the COUNTY shall not be responsible for maintenance of devices or locations not properly identified on Appendix "A".
- 3.4 The CITY is responsible to contract separately for construction of new traffic signals, as well as the installation, replacement, painting, and structural repair of all concrete strain poles, steel strain poles and mast arm structures.
- 3.5 The CITY is responsible for electrical power service and communications costs incurred in connection with the operation of CITY traffic control devices.
- 3.6 The CITY shall be solely responsible for any and all standards, requirements, installation, operation, maintenance, removal of red light running cameras and similar devices.
- 3.7 The CITY is responsible for making claims for recovery of CITY expenses from third-parties, resulting from casualty, collision, significant weather event or declared disaster, or the willful acts and/or negligent actions of others, for devices and locations identified on Appendix "A".

SECTION 4: RECORDS AND REPORTS, NOTICES AND OTHER CORRESPONDENCE

- 4.1 All maintenance activities and operational changes will be recorded in a Maintenance Log.
- 4.2 The COUNTY will provide the FDOT with annual reports of maintenance activities for devices on state and federal roads, as required by the FDOT Traffic Signal Maintenance and Compensation Agreement between the FDOT and CITY.
- 4.3 Records and Reports made and maintained under the terms of this Agreement shall be made available to the CITY at all times during the term of this Agreement, and for three (3) years after final payment for services pursuant to this Agreement is made. Records include general accounting records, supporting documents, COUNTY records from all subcontractors performing work, and all other records of the COUNTY considered necessary by the CITY for proper audit of costs and services. These records will be furnished to the CITY in a timely manner, in response to written request.
- 4.4 The parties agree to comply with all applicable provisions of Section 119, Florida Statutes (2017).

- 4.5 **INVOICES AND PAYMENTS:** Invoices and payments required by this Agreement, to be given by either party to the other, shall be sent to the following respective addresses:

COUNTY:	Attention:	Accounts Receivable
	Title:	Pinellas County Utilities
	Address:	P.O. Box 1780
		Clearwater, Florida 33757-1780

CITY:	Attention:	Mike Clarke
	Title:	Public Services Director
	Address:	City of St Pete Beach
		155 Corey Avenue
		St Pete Beach, Florida 33706

- 4.6 **NOTICES AND OTHER CORRESPONDENCE:** Unless otherwise specified herein, all Notices and correspondence, with the exception of invoices and payments, as may be required by law or by this Agreement to be given by either party to the other, shall be in writing, and shall be sent by certified/registered mail to the following respective addresses:

COUNTY:	Attention:	Ken Jacobs
	Title:	Public Works Transportation Division Director
	Address:	22211 US 19 North
		Building # 1
		Clearwater, Florida 33765

CITY:	Attention:	Mike Clarke
	Title:	Public Services Director
	Address:	City of St Pete Beach
		155 Corey Avenue
		St Pete Beach, Florida 33706

SECTION 5: MISCELLANEOUS PROVISIONS

- 5.1 This Agreement does not affect jurisdiction, ownership, or traffic control authority.
- 5.2 Nothing herein shall be construed to create any third-party beneficiary rights in any person not specifically party to this Agreement, or to increase the liability of the COUNTY or the CITY under any theory.
- 5.3 Nothing herein shall be construed as a waiver of sovereign immunity under Section 768.28, Florida Statutes, or any similar provision of law, by either the COUNTY or the CITY.
- 5.4 The CITY agrees to defend, indemnify, and hold the COUNTY, its employees, officers, elected and appointed officials, and volunteers (collectively, the "Indemnified Parties") harmless, to the extent allowed under law, from all claims, loss, damage and expense, including attorneys' fees and costs on appeal, arising from the conduct of the CITY and persons employed or utilized by the CITY in any way related to the performance of this Agreement.
- 5.5 In the event the CITY places or has placed a red light running camera on a traffic control device maintained by the COUNTY, the CITY voluntarily assumes all risk of accidents, injuries and damages to any person or property, and hereby releases and discharges the Indemnified Parties from every claim, liability and demand of any kind, or in any way related to the red light running cameras. The CITY shall defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, including attorneys' fees, judgments, losses, assessments, reimbursement and damages (collectively, "Claims"), whether or not a lawsuit is filed, which Claims have arisen out of or in connection with, in whole or in part, the red light running cameras, notwithstanding that such Claims were alleged to have been caused by, in whole or in part, the negligence of any of the Indemnified Parties. The duty to defend is independent and separate from the duty to indemnify, and the duty exists regardless of any ultimate liability of the CITY, Indemnified Parties, or any third party. The duty to defend arises immediately upon presentation of a Claim by any party to the CITY or Indemnified Parties.
- 5.6 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Should any section, sentence or clause of this Agreement be deemed unlawful or unenforceable by a court of competent jurisdiction, no other provision hereto shall be affected, and all other provisions of this Agreement shall continue in full force and effect.
- 5.7 This Agreement shall be binding upon the parties, their successors and legal representatives until terminated.

SECTION 6: EFFECTIVE DATE, TERM AND TERMINATION

- 6.1 This term of this Agreement shall be begin October 1, 2018, concurrent with the beginning of the COUNTY fiscal year, and shall remain in effect for a period of ten (10) years, thereby terminating on September 30, 2028, unless extended by mutual agreement, or terminated under other provisions of this Agreement.
- 6.2 This Agreement may be amended by the mutual written approval of the parties hereto, and may be terminated by either party upon thirty (30) days written notice to the other party, as provided herein. In lieu of automatic termination upon thirty (30) days from the date of receipt of a termination notice, either party may specify a distinct termination date in a termination notice; such termination date shall be effective so long as it is subsequent to thirty (30) days from the date of receipt of a termination notice when this Agreement would otherwise terminate.
- 6.3 Obligations under this Agreement, which by their nature should survive, will remain in effect after termination of the Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers, and have affixed their official seals hereto.

PINELLAS COUNTY

by and through its County Administrator

By: _____
Mark S. Woodard, County Administrator

APPROVED AS TO FORM:

By: _____
Office of County Attorney

CITY OF ST PETE BEACH

By: _____
Mayor

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Reviewed and Approved:

By: _____
City Attorney

(SEAL)

APPENDIX A - ST PETE BEACH

October 1, 2018 through September 30, 2019

October 1, 2018 through September 30, 2019										
Signal Number		Municipality Responsibility FY18 Rates	Fully Signalized Intersection \$ 4,500.00	Pedestrian Mid-block Signal \$ 4,500.00	Fire Pre-emption Signal \$ 4,500.00	Flashing Signal-School, Pedestrian or Warning \$ 500.00	Fire Pre-emption Device \$ 441.00	Speed Feedback Sign \$ 441.00	Audible Pedestrian Devices \$ 600.00	Total
FULLY SIGNALIZED INTERSECTIONS										
975	BOCA CIEGA DR & COREY AVE (74th AVE)	100%	\$ 4,500.00							\$ 4,500.00
976	BLIND PASS RD & COREY AVE (74th AVE)	100%	\$ 4,500.00							\$ 4,500.00
995	PASS-A-GRILLE WAY & 21st AVE	100%	\$ 4,500.00							\$ 4,500.00
SOLAR-RADIO CONTROLLED PEDESTRIAN MID-BLOCK										
MB-4544	BLIND PASS RD & 82nd AVE N	100%				\$ 500.00				\$ 500.00
MB-4545	BLIND PASS RD & 77th AVE N	100%				\$ 500.00				\$ 500.00
FLASHING SIGNAL/SCHOOL, PEDESTRIAN OR WARNING										
F-12	GULF WINDS DR & 64th AVE	100%				\$ 500.00				\$ 500.00
F-45	GULF BLVD & 79th AVE	100%				\$ 500.00				\$ 500.00
			\$ 13,500.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 15,500.00

NOTE: This listing only reflects those locations on the FY 2017/18 listing and will be updated to reflect any new signals or devices put in place as of October 1, 2018

APPENDIX B								
Annual Traffic Maintenance Rates								
Per Location								
								October 1, 2018
Fully Signalized Intersection								\$ 4,500.00
Pedestrian Mid-block Signal								\$ 4,500.00
Fire Preemption Signal								\$ 4,500.00
Flashing Signal, School, Pedestrian or Warning								\$ 500.00
Fire Preemption Devices at a Fully Signalized Intersection								\$ 441.00
Speed Feedback Signs								\$ 441.00
Audible Pedestrian Devices								\$ 600.00
Signal Maintenance and Additional Services								
Hourly Technician / Vehicle Costs								\$ 81.76
Sign Maintenance and Additional Services								
Hourly Technician / Vehicle Costs								\$ 69.00

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

Issue Considered: Approve Change Order 01 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd, deducting \$811,407.51, and authorizing corresponding direct material purchases in the amount of \$765,337.36.

Date: October 9, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Change Order 01 provides for a reduction to the contract in the amount of \$811,407.51. This reduction is a result of the City purchasing certain materials directly from vendors previously selected by Gibbs & Register, Inc. Such items include precast storm structures, box culverts, sanitary manholes, reinforced concrete pipe, check valves and baffle boxes. The total amount of these purchases is \$765,337.36. By purchasing these items directly from the vendors, the City will save \$46,070.15 in sales taxes.

Funding: CIP-Blind Pass Road
301-8000-590-5650

Requested Motion: "I move to approve Change Order 01 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd, deducting \$811,407.51, and authorizing corresponding direct material purchases in the amount of \$765,337.36.

Attachment: Change Order 01

**Reviewed by the
City Manager:** 



CHANGE ORDER NO. 01

PROJECT IDENTIFICATION:

Project Name: Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd

CONTRACTOR: Gibbs and Register, Inc.

CONTRACT: The Agreement dated 09/06/2018 between CONTRACTOR and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *City direct purchase of the precast storm structures, box culvert, sanitary manholes, reinforced concrete pipe – RCP & ERCP; check valves and baffle boxes – The changes shall be made as described in G&R's price proposal dated 09/25/2018. Zero additional contract days.*
(\$811,407.51)

Total Addition to Contract Sum **(\$811,407.51)**

Contract Sum with prior approved Change Orders was: \$8,999,756.35

The Contract Sum will be increased/decreased by this Change Order
for the items described above in the amount of: **(\$811,407.51)**

The new Contract Sum, including this Change Order, will be \$8,188,348.84

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: _____

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

Issue Considered: Request approval to utilize the Purchase Agreement with Caveman Concrete, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the FY19 budget of \$100,000.00.

Date: October 9, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City entered into a unit rate purchasing agreement, dated August 6, 2018, with Caveman Concrete, LLC for Concrete, Brick and Mortar Repair & Replacement.

We are requesting authorization for the City Manager to approve purchases under the existing purchasing agreement with Caveman Concrete, LLC. Purchase orders to be issued under this contract will not exceed the FY19 budget for Concrete, Brick and Masonry Maintenance & Repair.

Funding: CIP – Concrete, Brick and Masonry Maintenance & Repair

Requested Motion: “I move to approve the utilization of the Purchase Agreement with Caveman Concrete, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the FY19 budget of \$100,000.00.”

Attachment: Signed Services Agreement

**Reviewed by the
City Manager:**

WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Concrete, Brick and Mortar Repair & Replacement

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

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

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records: Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "B". **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK@STPETEBEACH.ORG, 155 CORRY AVENUE, ST. PETE BEACH, FLORIDA 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to provide, the services described in the proposal attached hereto and incorporated herein as Exhibit "C".
4. Contractor shall provide the services, described herein no later than September 30, 2018 ("completion date").
5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4

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

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

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

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

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

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

and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

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

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

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

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

As to Contractor:

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

As to City:

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

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

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. This

Agreement shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties.

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

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

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

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

Caveman Concrete, LLC

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

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

Issue Considered: Request approval to utilize the Services Agreements with Shen-Line, LLC and Ajax Paving Industries of Florida LLC for Local Street Flooding Mitigation Program in an amount not to exceed the FY19 budget of \$400,000.00.

Date: October 9, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City entered into unit rate services agreements with Shen-Line, LLC and Ajax Paving Industries of Florida LLC, dated March 27, 2018 and January 18, 2018, respectively, for repairing the City's Stormwater system.

We are requesting authorization for the City Manager to approve purchases under the existing purchasing agreements. Purchase orders to be issued under these agreements will not exceed the FY19 budget for Local Street Flooding Mitigation Program.

Funding: CIP – Local Street Flooding Mitigation Program

Requested Motion: “I move to approve the utilization of the Services Agreements with Shen-Line, LLC and Ajax Paving Industries of Florida LLC for Local Street Flooding Mitigation Program in an amount not to exceed the FY19 budget of \$400,000.00.”

Attachment: Signed Shen-Line LLC Services Agreement
Signed Ajax Paving Industries of Florida Services Agreement

**Reviewed by the
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Cured In Place Stormwater Pipe Rehabilitation

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

WHEREAS, Contractor is currently under contract with the City of St. Petersburg for Cured In Place Stormwater Pipe Rehabilitation – Term Contract (the "SP Contract"); and

WHEREAS, the City desires to purchase from Contractor 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 SP Contract for the same or similar services; and

WHEREAS, the Contractor 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 SP Contract; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.

4. Contractor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date").
5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Upon Contractor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.
7. Contractor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Contractor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
8. Contractor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Contractor further warrants that any defects in the goods shall be properly repaired by Contractor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.
9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
10. Contractor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Contractor guarantees said services for a period of 18 months from the date of final performance. Contractor shall provide all labor and materials necessary to repair any defective workmanship reported to Contractor within said guarantee period.
11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for

any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

- a. Florida public records law (Exhibit "A")
- b. Contractor's "piggy-back" contract with the City of St. Petersburg (Exhibit "B")

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

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

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

As to Contractor:

Shen-Line, LLC
Attn.: Daniel DiMura
1888 NW 22nd Street
Pompano Beach, FL 33069

As to City:

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

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

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

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

22. This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than two (2) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

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

Shen-Line, 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”

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 approval to utilize the services agreement with Asphalt Paving Systems, dated February 16, 2018, for Street Rehabilitation in an amount not to exceed the FY19 budget of \$650,000.00.

Date: October 9, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City entered into a purchasing agreement, dated February 16, 2018, with Asphalt Paving Systems for Street Rehabilitation.

We are requesting authorization for the City Manager to approve purchases under the existing purchasing agreement with Asphalt Paving Systems. Purchase orders to be issued under this contract will not exceed the FY19 CIP budget for Street Rehabilitation.

Funding: CIP – Street Rehabilitation
301-8000-590-5650

Requested Motion: “I move to approve the utilization of the services agreement with Asphalt Paving Systems, dated February 16, 2018, for Street Rehabilitation in an amount not to exceed the FY19 budget of \$650,000.00.”

Attachment: Services Agreement

**Reviewed by the
City Manager:**

WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Street Rehabilitation

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

WHEREAS, Contractor is currently under contract with Polk County for Pavement Management Alternative Methods (the "Polk County Contract"); and

WHEREAS, the City desires to purchase from Contractor the services described in the Polk County Contract; 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 Polk County Contract for the same or similar services; and

WHEREAS, the Contractor 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 Polk County Contract; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
4. Contractor shall deliver the goods, or provide the services, described herein no later than

September 30, 2018 ("completion date").

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

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

7. Contractor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Contractor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained

pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

- a. Florida public records law (Exhibit "A")
- b. Contractor's "piggy-back" contract (Exhibit "B")

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

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

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

As to Contractor:

Asphalt Paving Systems, Inc.
Attn.: Robert Capoferri
9021 Wire Road
Zephyrhills, FL 33540

As to City:

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

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

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

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

22. This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than two (2) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

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

Asphalt Paving Systems, Inc.

Signature: _____

By: ROBERT CAPOFERRI

Its: PRESIDENT

Date: 2/16/13

APPROVED AS TO FORM:

Andrew Dickman

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: Wayne Saunders

Its: City Manager

Date: 1/09/2018

ATTEST:

Rebecca C. Haynes

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

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 approval to utilize the Purchase Agreements with Insituform Technologies, LLC and Rowland, Inc., dated December 12, 2016, for Wastewater System repairs in an amount not to exceed the FY19 budget for Inflow and Infiltration of \$540,000.00.

Date: October 9, 2018

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: The City entered into unit rate purchasing agreements, dated December 12, 2016, with Insituform Technologies, LLC (for Wastewater System Pipe Lining) and Rowland, Inc. (for Wastewater System Point Repairs and Wastewater System Manhole Rehabilitation).

We are requesting authorization for the City Manager to approve purchases under the existing purchasing agreements. Purchase orders to be issued under this contract, combined with the purchase orders to be issued for Wastewater System Point Repairs and Manhole Rehabilitation, will not exceed the FY19 CIP budget for Inflow and Infiltration.

Funding: CIP – Inflow & Infiltration

Requested Motion: “I move to approve the utilization of the Purchase Agreements with Insituform Technologies, LLC and Rowland, Inc., dated December 12, 2016, for Wastewater System repairs in an amount not to exceed the FY19 budget for Inflow and Infiltration of \$540,000.00.”

Attachment: Signed Insituform Technologies, LLC Purchase Agreement
Signed Rowland, Inc. Point Repair Purchase Agreement
Signed Rowland, Inc. Manhole Rehab. Purchase Agreement

**Reviewed by the
City Manager:**

WS

FIRST ADDENDUM TO WASTEWATER SYSTEM PIPE LINING AGREEMENT

THIS ADDENDUM ("Addendum") is made to that certain Agreement for Wastewater System Pipe Lining ("Agreement") executed as of the 5th day of December 2016 ("Effective Date") by and between CITY OF ST. PETE BEACH ("Owner") and INSITUFORM TECHNOLOGIES, LLC ("Vendor") (collectively the "Parties") in connection with providing Wastewater System Pipe Lining.

The purpose of this addendum is to:

1. Add a renewal clause to the Agreement. The Parties agree to add Paragraph 21 to the Agreement which shall read: This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

This Addendum is attached to and made a part of the Agreement. In the event of any inconsistency between the terms of this Addendum and the printed, typewritten or handwritten terms of the Agreement, the terms of this Addendum shall control.

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

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

INSITUFORM TECHNOLOGIES, LLC:

Signature: 

By:

Diane Partridge
Contracting & Auditing Officer

Its:

Date: 8/27/18

CITY OF ST. PETE BEACH:

Signature: 

By: Wayne Saunders

Its: City Manager

Date: 8-14-2018

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Insituform Technologies, LLC
Wastewater System Pipe Lining

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Insituform Technologies, LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

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

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

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

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

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

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

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

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

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

As to Vendor:

Insituform Technologies, LLC
Attn.: Diane Partridge
17988 Edison Avenue
Chesterfield, MO 63005

As to CITY:

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

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

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

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

[signature page to follow]

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

Insituform Technologies, LLC:

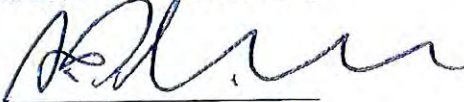
Signature: 

By: Diane Partridge

Its: Contracting and Attesting Officer

Date: 12/5/16

APPROVED AS TO FORM:


Andrew Dickman
City Attorney

City of St. Pete Beach:

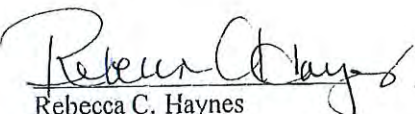
Signature: 

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:


Rebecca C. Haynes
City Clerk

INSITUFORM TECHNOLOGIES, LLC

Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

Appointment by the President. The president of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed Debra Jasper, Jana Lause, Ursula Youngblood, Diane Partridge, Laura M. Andreski and Whitney Schulte as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 2nd day of September, 2016.

INSITUFORM TECHNOLOGIES, LLC

By



Daniel P. Schoenekase
Assistant Secretary

FIRST ADDENDUM TO WASTEWATER SYSTEM POINT REPAIRS AGREEMENT

THIS ADDENDUM ("Addendum") is made to that certain Agreement for Wastewater System Point Repairs ("Agreement") executed as of the 20th day of January 2017 ("Effective Date") by and between CITY OF ST. PETE BEACH ("Owner") and ROWLAND, INC. ("Vendor") (collectively the "Parties") in connection with providing Wastewater System Point Repairs.

The purpose of this addendum is to:

1. Add a renewal clause to the Agreement. The Parties agree to add Paragraph 21 to the Agreement which shall read: This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

This Addendum is attached to and made a part of the Agreement. In the event of any inconsistency between the terms of this Addendum and the printed, typewritten or handwritten terms of the Agreement, the terms of this Addendum shall control.

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

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

ROWLAND, INC.:

Signature: _____

By: **Rick Mansfield**
VP & CFO
Rowland Inc.

Its: _____

Date: 8/23/18

CITY OF ST. PETE BEACH:

Signature: _____

By: Wayne Saunders

Its: City Manager

Date: 8-14-2018

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Point Repairs

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Rowland, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

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

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

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

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

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

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

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

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

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

As to Vendor:

Rowland, Inc.
Attn.: Bill Rowland
6855 102nd Ave N
Pinellas Park, FL 33782

As to CITY:

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

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

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

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

[signature page to follow]

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

Rowland, Inc.:

Signature: K. D. Rowland

By: KEVIN D. ROWLAND

Its: PRESIDENT

Date: 1/20/17

APPROVED AS TO FORM:

Andrew Dickman
Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: Wayne Saunders

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:

Rebecca C. Haynes
Rebecca C. Haynes
City Clerk

**FIRST ADDENDUM TO WASTEWATER SYSTEM MANHOLE
REHABILITATION AGREEMENT**

THIS ADDENDUM ("Addendum") is made to that certain Agreement for Wastewater System Manhole Rehabilitation ("Agreement") executed as of the 20th day of January 2017 ("Effective Date") by and between CITY OF ST. PETE BEACH ("Owner") and ROWLAND, INC. ("Vendor") (collectively the "Parties") in connection with providing Wastewater System Manhole Rehabilitation.

The purpose of this addendum is to:

1. Add a renewal clause to the Agreement. The Parties agree to add Paragraph 21 to the Agreement which shall read: This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

This Addendum is attached to and made a part of the Agreement. In the event of any inconsistency between the terms of this Addendum and the printed, typewritten or handwritten terms of the Agreement, the terms of this Addendum shall control.

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

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

ROWLAND, INC.:

Signature: _____

By: _____

**Rick Mansfield
VP & CFO
Rowland Inc.**

Its: _____

Date: _____

8/23/18

CITY OF ST. PETE BEACH:

Signature: _____

By: Wayne Saunders

Its: City Manager

Date: _____

8-14-2018

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Manhole Rehabilitation

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Rowland, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

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

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

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

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

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

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

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

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

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

As to Vendor:

Rowland, Inc.
Attn.: Bill Rowland
6855 102nd Ave N
Pinellas Park, FL 33782

As to CITY:

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

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

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

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

[signature page to follow]

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

Rowland, Inc.:

Signature: KEO RLL

By: KEVIN D. ROWLAND

Its: PRESIDENT

Date: 1/20/17

APPROVED AS TO FORM:

Andrew Dickman

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: [Signature]

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:

Rebecca C. Haynes

Rebecca C. Haynes
City Clerk

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

Issue Considered: Resolution 2018-14, recommending appointment of a member to Forward Pinellas, formerly known as the Pinellas County Metropolitan Planning Organization (MPO).

Date: October 9, 2018

Prepared By: Rebecca Haynes, City Clerk

Prepared Thru: Wayne Saunders, City Manager

Summary of Issue: At the end of this year the rotating seat appointments to Forward Pinellas will expire. The person selected will serve a two-year term beginning January 1, 2019.

Each municipality shall take formal action to nominate one of its own elected officials, support the nomination of an elected official from another community or support the re-nomination of the current representative. Cookie Kennedy, Mayor of Indian Rocks Beach, currently serves as the beach representative.

The name of the individual selected will then be transmitted to Leslie Notaro, President of the Big-C organization.

After the nominations are received, the Big-C will, by majority vote, recommend an appointment which will be confirmed by the governing board on which the individual serves.

The deadline to submit the nomination to the Big-C members is October 17, 2018.

Funding: N/A

Requested Motion: "I move to nominate (name) to serve on the Forward Pinellas board, and to approve Resolution 2018-14, (read title)...

Attachments: Resolution 2018-14

**Reviewed by
City Manager:** WS

RESOLUTION 2018-14

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, RECOMMENDING APPOINTMENT OF A MEMBER TO THE JOINT PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION (“FORWARD PINELLAS”), AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the joint Pinellas County Metropolitan Planning Organization/Pinellas Planning Council (MPO/PPC) was established by an amendment of the PPC’s Special Act; and,

WHEREAS, the establishment of the new consolidated board required reapportionment of the MPO membership, which was done in conformance with Section 339.175 of the Florida Statutes; and,

WHEREAS, the Pinellas County MPO desired to reapportion the board membership to provide representation for all local governments in the County; and,

WHEREAS, the Pinellas County MPO, Forward Pinellas, approved a Membership Reapportionment Plan which provides for the addition of two members, one representing the cities of Belleair Bluffs, Gulfport, Kenneth City, Seminole and South Pasadena and another representing the cities of Belleair Beach, Belleair Shores, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach and Treasure Island, bringing the total membership to 13 (thirteen).

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH DOES HEREBY RESOLVE THAT:

1. The City of St. Pete Beach approves the nomination of _____ as the representative to the joint board; and,
2. This resolution shall become effective immediately.

INTRODUCED AND PASSED by the City Commission of the City of St. Pete Beach, County of Pinellas County, State of Florida on this 9th day of October, 2018.

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM AND CONTENT:

Andrew Dickman, Attorney

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

Issue Considered: Resolution 2018-15. A Resolution of the City Commission of the City of St. Pete Beach, Florida, approving a Conditional Use Permit modifying an existing conditional use approval (Resolution 2002-02) to allow for an expansion of a commercial water sports special exception from three (3) to eleven (11) boats at 1901 Pass-A-Grille Way; incorporating the conditions outlined herein and providing for an effective date.

Date: October 9, 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 15.4(f) of the City's Land Development Code (LDC) to allow for an expansion of the commercial water sports activities special exception from three (3) to eleven (11) boats.

Staff recommends approval with conditions as stated in Resolution 2018-15.

Funding: N/A

Requested Motion: "I move to approve Resolution 2018-15 (read title)."

Attachment: Resolution 2018-15
Staff Report with attachments
Application of request
Resolution 2002-02

Reviewed by the City Manager: WS

RESOLUTION 2018-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE MODIFICATION OF AN EXISTING CONDITIONAL USE APPROVAL (RESOLUTION 2002-02) TO ALLOW FOR AN EXPANSION OF A COMMERCIAL WATER SPORTS SPECIAL EXCEPTION FROM THREE (3) TO ELEVEN (11) BOATS AT 1901 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, Speed Boat Adventures St. Pete desires to add 8 additional boats to their fleet (11 total) to provide Boat Tours for the use of its customers; and,

WHEREAS, KAZBO, LLC filed with the City an Application on May 14, 2018, for a Conditional Use to expand the Commercial Water Sports activity located at 1901 Pass-A-Grille Way, St. Pete Beach, Florida; and,

WHEREAS, the application for Conditional Use was reviewed by the Technical Review Committee on June 6, 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 October 9, 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. The commercial water sport conditional use shall be restricted to eleven (11) boats (three (3) from a previous resolution 2002-02 and eight (8) for the current request) each with a maximum passenger load of six (6) passengers.
2. The charter boats authorized herein shall be prohibited from running their engines during the hours of 7:00 pm to 7:00 am, and shall not be equipped with a loud-hailer (bullhorn).
3. Jet Ski rental and similar personal watercraft are not approved as part of the commercial water sport conditional use.
4. The charter boats shall not be live-aboard.
5. Where standards are not specified herein, the Land Development Code standards (or current code standards) will apply.

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 9th day of October, 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:

Andrew Dickman, City Attorney

STAFF REPORT

TO: City of St. Pete Beach City Commission

FROM: Wesley T. Wright, Director

MEETING DATE: October 9, 2018



GENERAL INFORMATION

Case Number: 18-00010

Owner:

KAZBO, LLC

9 Third Street North

St. Petersburg, FL 33701

Applicant:

Christopher S. Furlong, Esquire

2959 First Avenue North

St. Petersburg, FL 33701

Request:	In accordance with Section 15.4(k) of the City of St. Pete Beach Land Development Code, the applicant, on behalf of the owner, is requesting to modify the special exception approval (Resolution 2002-02) to allow for the expansion of the commercial water sports from three (3) to eleven (11) boats.
Location:	The property is located at 1901 Pass-a-Grille Way and is more specifically described as Property ID #18-32-16-68634-000-0013.
Future Land Use:	Commercial General (CG) – uses permitted within this category include retail sales, offices, eating and drinking establishments, services (personal/business/social), transient accommodations, and related uses.
District:	CG-1 – Commercial General
Existing Use of Property:	Commercial water sports
Proposed Use of Property:	Commercial water sports

Surrounding Zoning & Land Use:

North: CG-1 – Commercial General

South: RLM-2/PAG – Residential Low
Medium/Pass-A-Grille Overlay District

East: Intracoastal Waterway

West: INS – Institutional and ROR/PAG –
Residential/Office/Retail and Pass-A-Grille
Overlay District

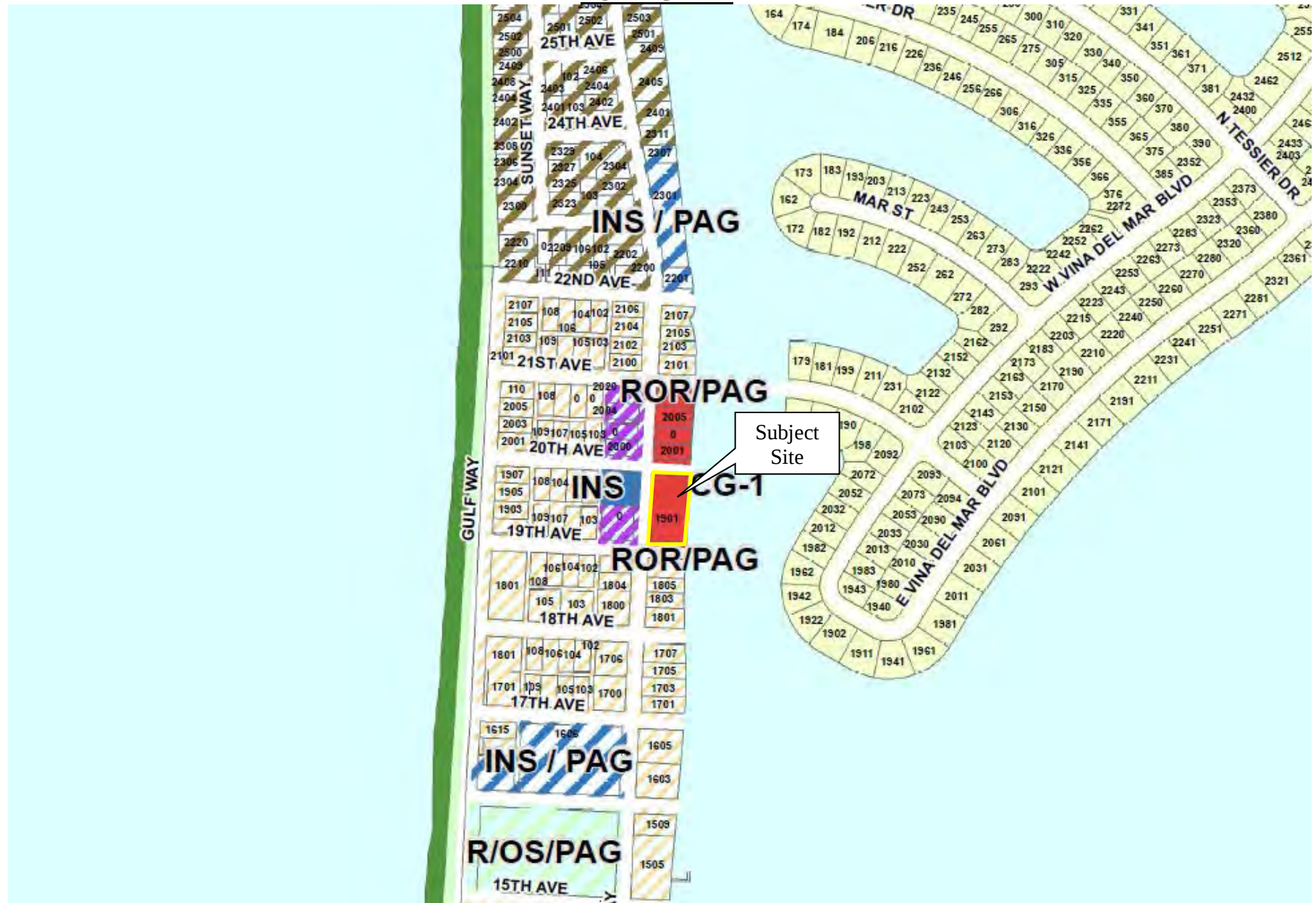
PUBLIC NOTICE

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.

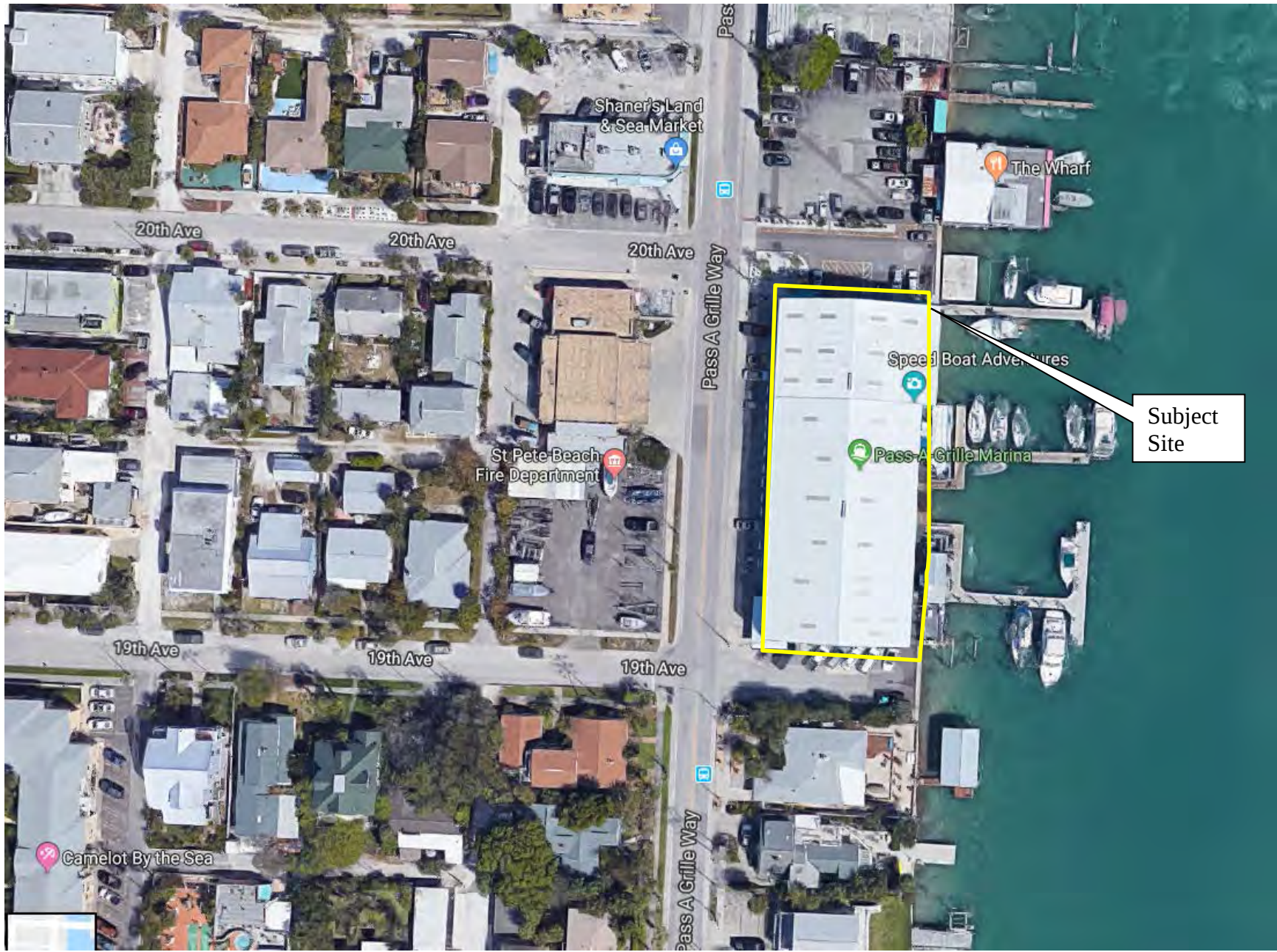
FLUM MAP



ZONING MAP



AERIAL MAP



1" = 40'
 GRAPHIC SCALE
 MASONRY BUILDING ON PILINGS (ST. PETE BEACH PUBLIC WORKS)
 APPROXIMATE COORDINATES OF P.O.B. (NAD 27 SCALED)
 N 1,203,200.0
 E 261,800.0
 20TH AVE
 50' RIGHT-OF-WAY PER PLAT
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 N00°05'55"W 2.00'
 115.04'
 116.04'
 3.1'
 POINT OF REFERENCE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF PASS-A-GRILLE WAY AND THE SOUTH RIGHT OF WAY LINE OF 20TH AVENUE.
 50' RIGHT-OF-WAY PER PLAT
 EAST RIGHT-OF-WAY OF PASS-A-GRILLE WAY
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 BOCA CIEGA BAY
 120.00'
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 RIPARIAN LINE
 FUEL DOCK
 MEAN HIGH WATER LINE AT FACE OF SEAWALL
 FLOATING ALUMINUM DOCKS
 PILING (TYPICAL)
 FLOATING ALUMINUM DOCK
 EAST 82.30'
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 RIPARIAN LINE
 COVERED BOAT SLIP
 WOOD DOCK
 BASIS OF BEARINGS:
 THE SOUTH RIGHT-OF-WAY LINE OF 20TH AVENUE ASSUMED EAST.
 SPECIFIC PURPOSE SURVEY FOR SUBMERGED LAND LEASE
 SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND CERTIFICATION
 SHEET 2 OF 2
 AUG 28 1998
 RECEIVED
 MAY 14 2018

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: The conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan. The real property comprising the "Marina" has a current zoning designation under the Land Development Code of the City (the "Code") of CG-1 Commercial District (the "Property"). Pursuant to Section 15.4 of the Code, "commercial water sports" are an allowable conditional use in the CG-1 Commercial District. In fact, Applicant's request merely seeks to modify a pre-existing conditional use approved in 2002 ("Resolution 2002-02").

Staff analysis: The application is consistent with Goal 1 of the Recreation and Open Space element of the Comprehensive Plan, which states that "The City shall ensure the provision, protection, and maintenance of a coordinated, efficient and accessible system of public and private recreational parks and facilities which shall meet the needs of the city's current and future residents, visitors and tourists". It is also consistent with Goal 2 of Future Land Use Policies – Green Practices, Residential Character and Introduction to Land Use Categories, which states that "The City shall ensure that the residential character of the City of St. Pete Beach is maintained and protected while:

- Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike.*
- Minimizing the threat to health, safety and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation.*
- Maintaining the community's recreation, open space and beaches."*

- (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: The overall appearance and function of the area will *not* be significantly affected. The Marina has existed for decades. Applicant does not seek to alter or expand any physical structure of the Marina. Rather, Applicant seeks only to make the best and most efficient use of the Marina by expanding the service the Marina offers to the general public.

Staff analysis: This application is for the utilization of existing wet boat slips as docking for commercial boats, and will not significantly affect the overall appearance of the area. The Marina has an existing commercial water sports exception for three commercial boats, and wishes to expand that number to eleven.

b. Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;

Applicant response: There exist no city, state, or federally designated historic, scenic, archaeological, or cultural resources on the property.

Staff analysis: This application does not impact any known city, state or federally designated historic, scenic, archaeological, or cultural resources.

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: As noted above, there will be no physical alteration of the Property. As such, the Property will remain compatible with adjacent development.

Staff analysis: The property is being utilized as a marina and will continue to operate as a marina. The applicant is requesting to utilize the boat slips. There are no building additions 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 application will *not* 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 pre-existing commercial water sports special exception, Resolution 2002-02, is subject to the following mitigation restrictions: (i) no running of the engines between 7:00 p.m. and 7:00 a.m. and no bullhorns; and (ii) a prohibition of the rental of jet skis and similar personal watercraft. Applicant's request does not seek to avoid or in any way abate those mitigation restrictions.

Staff analysis: This application is likely to increase vehicular traffic, as rental of commercial boats may increase trip generation above that of the utilization of existing wet slips for short- or long-term storage. Maintaining the conditions placed upon this special exception in Resolution 2002-02 will continue to mitigate noise, dust, fumes, smoke, glare from lights, late-night operations, odors, potential for increased litter, and privacy or safety issues.

- (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: Any increase in traffic caused by this request, if any, will be minimal. As such, the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area.

Staff analysis: The application may have a small impact on the transportation system. Additional trips may be generated to access the facility for the purposes of commercial boat rental. However, this increase in traffic is minimal.

- (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: As there will be no physical alteration of the Property, no additional parking will be required, nor additional space needed for the loading and unloading of trucks. The Marina currently has forty (40) parking spaces and two (2) loading spaces. The parking functions properly and safely.

Staff analysis: As per Land Development Code Sec. 23.5, boat slips/non-live aboard uses require 1.0 parking space per 4 boat slips or fraction thereof. With the utilization of eight additional boats for commercial purposes, this property will require an additional two parking spaces. Water oriented retail businesses are permitted to utilize boat slips to meet off-street parking requirements subject to approval by the city manager and under the standards listed in Land Development Code Sec. 23.10.

(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: The public health, safety and welfare will be preserved. The Marina, and any vendors operating within the Marina, are properly licensed and insured.

Staff analysis: The applicant is proposing to utilize boat slips in the marina for commercial water sports. It appears as the public health, safety, and welfare will be preserved as long as staff conditions of approval are adhered to.

(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: There will be no physical alteration of the Property. That said, the Marina has existed for many decades and has the financial and technical capacity to complete any improvements and mitigation necessitated by approval of the request.

Staff analysis: Notwithstanding conditions placed upon approval of this Conditional Use application, the applicant does not call for physical alteration of this property.

(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.

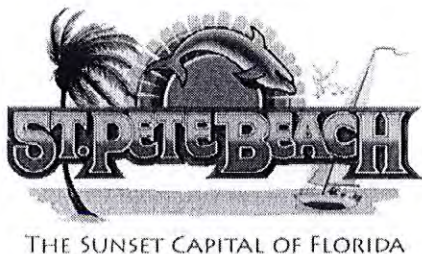
Applicant response: The proposed use complies with all additional standards imposed on it by the particular provisions of these regulations authorizing such use and by all other applicable requirements of the City of St. Pete Beach.

Staff analysis: The applicant has expressed a willingness to comply with the additional requirements for parking at this facility. Additional NFPA requirements include the installation of a Class I standpipe system for piers where the hose lay distance from the fire apparatus exceeds 150 ft, the installation of an automatic fire-extinguishing system in the building where boats are stored on multilevel racks in buildings and the building exceeds 5000 ft², an approved water supply within 100 feet of the pier/land intersection, and clearing obstructions in access to and from the dock for the presence of a fire boat.

STAFF RECOMMENDATION: Upon review of the City's guiding documents, Staff recommends approval of the Conditional Use Permit for the conversion of (8) eight existing wet storage slips to commercial boat slips for the purpose of commercial water sports. Should the City Commission grant the Conditional Use Permit, the Conditional Use Permit should be subject to the following conditions:

1. The commercial water sport conditional use shall be restricted to eleven (11) boats (three (3) from a previous resolution 2002-02 and eight (8) for the current request) each with a maximum passenger load of six (6) passengers.
2. The charter boats authorized herein shall be prohibited from running their engines during the hours of 7:00 pm to 7:00 am, and shall not be equipped with a loud-hailer (bullhorn).
3. Jet Ski rental and similar personal watercraft are not approved as part of the commercial water sport conditional use.
4. The charter boats shall not be live-aboard.
5. Where standards are not specified herein, the Land Development Code standards (or current code standards) will apply.

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:

Notice of Violation
20180088

PROPERTY OWNER:

Name: KAZBO, LLC
Address: 9 Third Street North
City: St. Petersburg State: FL
Zip: 33701 Telephone: (727) 360-0100
Email: passagrillemarina@yahoo.com

APPLICANT/AGENT (Attach agent authorization form):

Name: Christopher S. Furlong, Esquire
Address: 2959 First Avenue North
City: St. Petersburg State: FL
Zip: 337013 Telephone: (727) 327-3935
Email: chris@baconandbacon.com

x13

SUBJECT PROPERTY:

Address: 1901 Pass-a-Grille Way Current Name of Business: Pass-a-Grille Marina
Parcel ID: 18-32-16-68634-000-0013 Name of Project: _____

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

Please see Exhibit "A" attached hereto.


Signature of Applicant / Agent

5/14/18

Date



EXHIBIT "A"
TO
CONDITIONAL USE APPLICATION

Applicant: KAZBO, LLC

Representative: Christopher S. Furlong, Esquire
Bacon, Bacon & Furlong, P.A.
2959 First Avenue North
St. Petersburg, FL 33713
(727) 327-3935

Details of the Request, Including Applicable Code Sections and Associated Case

Applicant requests a conditional use approval permitting a commercial water sports special exception, which is an allowable conditional uses in the CG-1 Commercial District. See St. Pete Beach Land Development Code, Section 15.4(j).

The request, as associated with Case No.: 20180088, is seeking to modify the existing conditional use approval granted in 2002, by which, the Applicant was granted a variance to allow a commercial water sports exception. The existing commercial water sports special exception, Resolution 2002-02, is subject to the following limitations: (i) three (3) boats, each with a maximum passenger load of six (6) passengers; (ii) no running of the engines between 7:00 p.m. and 7:00 a.m. and no bullhorns; and (iii) a prohibition of the rental of jet skis and similar personal watercraft. Applicant seeks an expansion of the existing commercial water sports special exception; whereby; Applicant will be permitted an additional eight (8) boats. Applicant does not seek to alter any other limitation expressed in Resolution 2002-02.

The proposed expansion has tremendous potential to benefit the marina, the City of St. Pete Beach and the public. The expansion will not cause any change of use of the subject property or to the density or intensity of property use, while allowing for the best and most efficient use of the property.

Land Development Code, Division 4, Requirements

1. **LDC Sec. 4.4(a)(1).** The conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan. The real property comprising the "Marina" has a current zoning designation under the Land Development Code of the City (the "Code") of CG-1 Commercial District (the "Property"). Pursuant to Section 15.4 of the Code, "commercial water sports" are an allowable conditional use in the CG-1 Commercial District. In fact, Applicant's request merely seeks to modify a pre-existing conditional use approved in 2002 ("Resolution 2002-02").



2. **LDC Sec. 4.4(a)(2)(a-d).** 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. The overall appearance and function of the area will not be significantly affected. The Marina has existed for decades. Applicant does not seek to alter or expand any physical structure of the Marina. Rather, Applicant seeks only to make the best and most efficient use of the Marina by expanding the services the Marina offers to the general public.

b. There exist no city, state, or federally designated historic, scenic, archaeological, or cultural resources on the Property.

c. As noted above, there will be no physical alteration of the Property. As such, the Property will remain compatible with adjacent development.

d. The application will *not* 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 pre-existing commercial water sports special exception, Resolution 2002-02, is subject to the following mitigation restrictions: (i) no running of the engines between 7:00 p.m. and 7:00 a.m. and no bullhorns; and (ii) a prohibition of the rental of jet skis and similar personal watercraft. Applicant's request does not seek to avoid or in any way abate those mitigation restrictions.

3. Any increase in traffic caused by this request, if any, will be minimal. As such, the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area.

4. As there will be no physical alteration of the Property, no additional parking will be required, nor additional space needed for the loading and unloading of trucks. The Marina currently has forty (40) parking spaces and two (2) loading spaces. The parking functions properly and safely.

5. The public health, safety and welfare will be preserved. The Marina, and any vendors operating within the Marina, are properly licensed and insured.

6. There will be no physical alteration of the Property. That said, the Marina has existed for many decades and has the financial and technical capacity to complete any improvements and mitigation necessitated by approval of the request.

7. The proposed use complies with all additional standards imposed on it by the particular provisions of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

8. **Section 4.12** The Applicant makes this request in a manner consistent with the policies established in the community redevelopment plan for the district and no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties.

a. As there will be no alteration of the physical structures upon the Property, there will be no impact upon the utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services.

b. As there will be no alteration of the physical structures upon the Property, there will be no impact upon the 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 will not be impacted.

c. As there will be no alteration of the physical structures upon the Property, there will be no impact upon the hydrological features and storm water management infrastructure.

d. As there will be no alteration of the physical structures upon the Property, there will be no impact upon the aesthetic and architectural features of the existing 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.

e. As there will be no alteration of the physical structures upon the Property, there will be no impact upon the site landscaping, open space provision and impervious surface limitations.

f. As there will be no alteration of the physical structures upon the Property, there will be no impact upon the 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.

g. As there will be no alteration of the physical structures upon the Property, there will be no impact upon the fire suppression and facility security.

h. As there will be no alteration of the physical structures upon the Property, there will be no impact upon the emergency management and hurricane evacuation provisions.

9. Not applicable as this request does not pertain to temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre.



Owner's Authorization for Agent
Community Development Department
City of St. Pete Beach, Florida

I/WE

Kazbo, LLC
(print name of property owner)

hereby authorize

Christopher S. Furlong, Esquire
(print name of agent)

to represent me/us in an application for

Conditional Use
(type of application: variance, conditional use, zoning, etc.)

Al Bobelis
Signature of Owner

Signature of Owner

Al Bobelis, Manager
Print Name of Owner

Print Name of Owner

The forgoing instrument was acknowledged before me this 15 day of May
2018 ~~2015~~ by Al Bobelis who is personally known _____
or produced KPL as identification.

[Signature]
(Notary Signature)

5/15/18
(Date)

My Commission Expires _____





GRAPHIC SCALE
1" = 40'

MASONRY BUILDING
ON PILINGS
(ST. PETE BEACH
PUBLIC WORKS)

ONE STORY
FRAME BUILDING
(RESTAURANT)

AUG 28 1996
SOUTHWEST
TRMP

APPROXIMATE COORDINATES
OF P.O.B. (NAD 27 SCALED)
N 1,203,200.0
E 261,800.0

20TH AVE.

50' RIGHT-OF-WAY PER PLAT

N00°05'55"W
2.00'

SOUTH RIGHT-OF-WAY
OF 20TH AVENUE

POINT OF BEGINNING
FOUND X-CUT

115.04'
116.04'

3.1'

POINT OF REFERENCE
INTERSECTION OF THE EAST
RIGHT OF WAY LINE OF
PASS-A-GRILLE WAY AND
THE SOUTH RIGHT OF WAY
LINE OF 20TH AVENUE.

50' RIGHT-OF-WAY PER PLAT

PASS-A-GRILLE WAY
(FLORIDA AVE. PER PLAT)

214.00'

EAST RIGHT-OF-WAY
OF PASS-A-GRILLE WAY

(LINEAR FOOTAGE 214')

214.00'

WOOD DOCK

FLOATING ALLUMINUM DOCKS
MEAN HIGH WATER LINE
AT FACE OF SEAWALL

WOOD DOCK

FUEL DOCK

EAST
1.70'

114.02' FOUND X-CUT
N00°05'55"W
16.78'

19TH AVE.

50' RIGHT-OF-WAY PER PLAT

SEAWALL

BASIS OF BEARINGS:
THE SOUTH RIGHT-OF-WAY LINE OF
20TH AVENUE ASSUMED EAST.

SPECIFIC PURPOSE SURVEY
FOR SUBMERGED LAND LEASE

EAST 82.30'

RIPARIAN LINE

EAST

N00°05'55"W
33.00'

FLOATING ALLUMINUM DOCK

PILINGS (TYPICAL)

264.00'

S00°05'55"E

BOCA CIEGA BAY

RECEIVED

MAY 14 2018

COMMUNITY DEVELOPMENT

COVERED BOAT SLIP

WOOD DOCK

SHEET 2 OF 2

George F. Young, Inc.

120

SEE SHEET 1 OF 2 FOR LEGAL
DESCRIPTION AND CERTIFICATION.



GRAPHIC SCALE
1" = 40'

MASONRY BUILDING
ON PILINGS
(ST. PETE BEACH
PUBLIC WORKS)

ONE STORY
FRAME BUILDING
(RESTAURANT)

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SOUTHWEST
TAMPA

20TH AVE.

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WOOD DOCK

FLOATING ALLUMINUM DOCKS

MEAN HIGH WATER LINE
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BOCA CIEGA BAY

RECEIVED

MAY 14 2018

CITY OF TAMPA

19TH AVE.

50'
RIGHT-OF-WAY PER PLAT

SEAWALL

114.02' FOUND X-CUT
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RIPIARIAN LINE

120.00'

COVERED BOAT SLIP

WOOD DOCK

BASIS OF BEARINGS:
THE SOUTH RIGHT-OF-WAY LINE OF
20TH AVENUE ASSUMED EAST.

SPECIFIC PURPOSE SURVEY
FOR SUBMERGED LAND LEASE

SHEET 2 OF 2

George F. Young, Inc.

SEE SHEET 1 OF 2 FOR LEGAL
DESCRIPTION AND CERTIFICATION.

NR BUILDING
N PILINGS
PETE BEACH
ILIC WORKS)

COORDINATES
(27 SCALED)

ONE STORY
FRAME BUILDING
(RESTAURANT)



00°05'55"W
2.00'
NING

3.1'

EAST 82.30'

N00°05'55"W
33.00'

3 EXISTING BOATS
8 PROPOSED BOATS
11 TOTAL

EAST

36.00'

FLOATING ALLUMINUM DOCK

PILINGS (TYPICAL)

212.22'

WOOD DOCK

11 10 9 8 7

FLOATING ALLUMINUM DOCKS

MEAN HIGH WATER LINE
AT FACE OF SEAWALL

N00°05'55"W

WOOD DOCK

FUEL DOCK

EAST
1.70'

ND X-CUT
05'55"W
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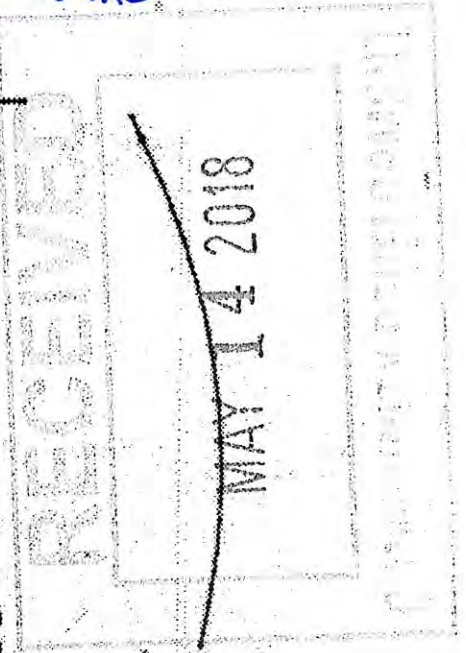
WEST

120.00'

RIPARIAN LINE

264.00'

S00°05'55"E



BOCA CIEGA BAY

AWALL

RESOLUTION NO 2002-02

CITY OF ST. PETE BEACH
PINELLAS COUNTY
FLORIDA

A RESOLUTION GRANTING SPECIAL
EXCEPTION USE FOR THE PROPERTY
LOCATED AT 1901 PASS-A-GRILLE WAY
TO OPERATE A COMMERCIAL WATER
SPORT USE WITH CONDITIONS.

WHEREAS, approval of a special exception use requires a resolution; and

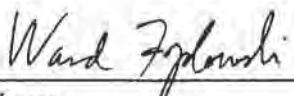
WHEREAS, the special exception for the property located at 1901 Pass-a-Grille Way was approved with conditions as indicated in the City Commission Development Order dated December 10, 2001, attached hereto and made a part hereof (Exhibit A to Resolution); and

WHEREAS, the purpose of this resolution is to ratify the approval of the special exception use by the City Commission on November 6, 2001, and as specifically provided in the Development Order (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

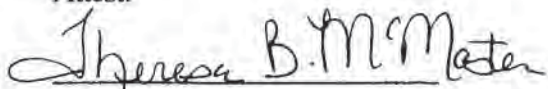
The City Commission hereby ratifies the Development Order (Exhibit A) issued for the property described therein and incorporates herein the terms of said Development Order. The effective date of the special exception is the date of the public hearing and approval by the City Commission – November 6, 2001.

INTRODUCED AND PASSED by the City Commission on the 15th day of January, 2002



Mayor

Attest:



City Clerk