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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, February 12, 2019
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.
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 a quote from Arrow Safety Device Company in the amount of \$14,585.00 for the replacement of 8 sets of Personal Protective Equipment (bunker gear).**
 - b. **Request approval of \$18,719.78 for the emergency repair of the ladder mechanism on Truck 23.**

- c. Request approval to sign a Hold Harmless Agreement with City of Largo for use of their Fire Training Facility.
- d. Request approval to sign a Hold Harmless Agreement with City of St. Petersburg for use of their Fire Training Facility.
- e. Request approval of the purchase agreement with Duval Ford Fleet Sales in the amount of \$33,464.00 utilizing the Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chief's Association 2019 bid specification # 64 (3/4 Ton Crew Cab Pickup Truck – 4x4) for replacement of Fire Special Rescue vehicle.
- f. Request authorization to utilize Daisy Dirt landscape maintenance services on an as-needed basis in excess of \$10,000.00.
- g. Request approval to waive the annual Merry Pier lease increase for 2019.

5. Action Items

- a. Request approval to purchase (2) 2019 Ford Starcraft Allstar 25 passenger buses from Midwest Transit Equipment in the amount of \$125,402.00 that will be assigned to the Recreation Department.
- b. Approval of services agreement with Granicus and related equipment to provide closed-captioning services for Commission and Advisory Board meetings.
- c. Request approval of Amendment #1 to the Interlocal Agreement with Pinellas County for Pass-a-Grille Way Reconstruction from 1st Ave to 19th Ave.
- d. Request approval of Addendum #1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of 25,370.00 for expanded survey limits.
- e. Request approval of Addendum #1 to the Professional Services Agreement with Stanley Consultants, Inc., in the amount of \$105,400.00 for expanded survey limits.
- f. Approve Change Order #11 to the purchase agreement with Gibbs & Register, Inc for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$162,096.80.
- g. Appointment(s) to the Pinellas County Flood Risk and Mitigation Public Information Working Group.

- h. Review of Responses to Request for Qualifications for Lobbyist Services and selection of firm determined to be most qualified.**

6. Ordinances

- a. Ordinance 2019-01: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida to amend the Future Land Use Map of the City of St. Pete Beach Comprehensive Plan from INS Institutional District to RM Residential District.**
- b. Ordinance 2019-02: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach to amend the Zoning Map of the City of St. Pete Beach Land Development Code from INS Institutional District to RM Residential District.**

7. Resolutions – No items submitted at this time.

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

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

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

11. Adjournment

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

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

Issue Considered: Request approval of a quote from Arrow Safety Device Company in the amount of \$14,585.00 for the replacement of 8 sets of Personal Protective Equipment (bunker gear).

Date: February 12, 2019

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: Currently, the fire department is utilizing a mix of bunker gear manufacturers including Morning Pride, Fire Dex, and Lakeland. Each fire department personnel with the exception of the Fire Marshal is assigned a set of bunker gear which has a lifespan of 10 years of service as required by NFPA 1851.

This project will work towards standardizing our departments gear to Lakeland and ensure that all department gear meets the 10-year lifespan. Three manufacturers (Veridian, Fire-Dex, Lakeland) and two vendors (Municipal Emergency Services, Arrow Safety Device Company) were evaluated during the research phase of this project with quotes provided on all three units. The units chosen were based on the standardization of the department's gear and was also the lowest pricing provided. The total cost of these items is \$14,585.00.

Staff is requesting that the Commission approve a quote from Arrow Safety Device Company for the purchase of the Personal Protective Equipment.

Funding: Fire Suppression – Safety Gear
001-5801-522-5526

Requested Motion: “I move to approve a quote from Arrow Safety Device Company for the replacement of Personal Protective Equipment in the amount of \$14,585.00.”

Attachment: Arrow Safety Device Company quote #10954-as

**Reviewed by the
City Manager:**

WS

Arrow Safety Device Company

123 Dixon Street
P. O. Box 205
Selbyville, DE 19975
USA

Voice: 302-856-2516

Fax: 302-856-1549

QUOTATION

Quote Number: 10954-as

Quote Date: Sep 16, 2018

Page: 1

Drop Shipment

Quoted To:

CITY OF ST PETE BEACH FIRE DEPT
7301 GULF BLVD
ST PETE BEACH, FL 33706
US

Quoted Ship To:

ST PETE BEACH FIRE DEPT
ADAM POIRRIER
7301 GULF BLVD
ST PETE BEACH, FL 33706
US

Customer ID	Good Thru	Payment Terms	Sales Rep
ST_P23	12/28/18	NET 30	Sgambato

Quantity	Item	Description	Unit Price	Amount
8.00		BP3207G 32" 7oz Gold ARMOR APwith	560.00	4,480.00
		SST OSX B2 Jacket		
8.00		LBP3294Stedair 3000 / Glide Ice SL2 Liner	410.00	3,280.00
		System		
8.00		CO-20BK7 - 7" Black Nomex thumbhole		
		wrister		
8.00		CO-LPH - HANGING LETTER PATCH	32.00	256.00
64.00		CO-26 - Scotchlite Letters/Numbers	5.00	320.00
		(Red/Orange or Lime Yellow) *Estimated 8		
		letters per name		
8.00		CO-RP Lazermax reflective piping		
8.00		BP3307G7oz Gold ARMOR AP with SST	400.00	3,200.00
		OSX B2 Pant		
8.00		LBP3394 Pants - Stedair 3000 / Glide Ice	342.00	2,736.00
		SL2 Liner System		
8.00		PO-RPOS- Lazermax reflective piping on		
		side seam		
8.00		135S - Short Black-Ops Suspenders*	28.50	228.00
			Subtotal	14,500.00
			Sales Tax	
			Freight	85.00
			TOTAL	14,585.00

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

Issue Considered: Request approval of \$18,719.78 for the emergency repair of the ladder mechanism on Truck 23.

Date: February 12, 2019

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: In early December, fire department personnel identified an issue with the ladder mounted on Truck 23, a 2012 Emergency One (E-One) aerial ladder fire apparatus. It was determined by local mechanics that the ladder mechanism had suffered a catastrophic failure and needed to be taken out of service immediately and returned to the dealer for repair.

REV RTC (Hall-Mark) located in Ocala is the closest dealer and repair center for E-One fire apparatus. The dealer determined a swivel failed on the ladder mechanism causing damage to several other items. This failure would prevent the mounted ladder from being placed in service if not repaired immediately.

Staff worked with REV RTC (Hall-Mark) to determine if any of the needed repairs would be covered under warranty but unfortunately the failed swivel was only covered for 5-years expiring in 2017.

Staff is requesting that the Commission approve an Invoice from REV RTC (Hall-Mark) for the emergency repair of the ladder mechanism on Truck 23.

Funding: Fire Suppression – R&M - Vehicles
001-5801-522-5463

Requested Motion: “I move to approve \$18,719.78 for the emergency repair of the ladder mechanism on Truck 23.”

Attachment: REV RTC (Hall-Mark) Invoice #S39886

**Reviewed by the
City Manager:**

WS

725 SW 46th Avenue
Ocala, FL 34474



SERVICE ESTIMATE

FEIN: 47-4454880

(352) 629-6305

(800) 524-6072 (In Florida)

(352) 369-8760 (FAX)

george.scott@revrtc.com

PROPOSAL SUBMITTED TO: CHIEF SCHMIDT	PHONE NUMBER: 352-527-7626	FAX NUMBER: 352-527-7625	DATE: December 31, 2018
CUSTOMER: St Pete Beach	S/O NUMBER 137571		QUOTED BY: George Scott
REQUESTED BY: CHIEF SCHMIDT	DATE OF REQUEST:	ESTIMATED DELIVERY:	TERMS: Payable Upon Receipt

Qty.	Brand	Part No.	Description	Cost	Total
					\$ -
1	E-One	586120	Swivel	\$12,600.00	\$ 12,600.00
36	RTC	Labor	Remove and replace swivel	\$110.00	\$ 3,960.00
1	RTC		Hyd fluid	\$550.00	\$ 550.00
1	FHI	R2-6	WIRE HOSE 2 ID 3/8-OD .75	\$55.75	\$ 55.75
1	E-One	446888	SW DUAL FLOAT LVL	\$473.92	\$ 473.92
1	FHI	R2-8	WIRE HOSE UR2-8-2	\$54.60	\$ 54.60
2	FHI	6FJ-6KW	FEMALE JIC X KW	\$6.64	\$ 13.28
2	FHI	6FJ45T-6KW	FEMALE JOC X KW 45 DEG	\$16.64	\$ 33.28
2	FHI	8FJ-8KW	FITTING #8 FJIC	\$9.70	\$ 19.40
2	FHI	8FJ45T-8KW	FEMALE JIC X KW 45 DEG	\$18.71	\$ 37.42
1	E-One	430209	OUTRIG 5 WOB LEVER MICRO SENS	\$118.93	\$ 118.93
2	E-One	673856	PAD UHMW CRADLE SIDE HP9SMM	\$71.60	\$ 143.20
6	REV	Labor	REMOVE AND REPLACE DAMAGED HOSES	\$110.00	\$ 660.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Pricing on above items valid for 30 days

Sub -Total:	\$ 18,719.78
Misc	\$ -
Freight:	\$ -

Total: \$ 18,719.78

Revised February 2016

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

Issue Considered: Request approval to sign a Hold Harmless Agreement with City of Largo for use of their Fire Training Facility.

Date: February 12, 2019

Prepared By: John Schmidt, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: The Fire Department is required to complete fire training each year. In fact, each firefighter is required to complete a minimum of 216 hours of training each year per ISO. (For SPBFR that equates to 7,128 hours of training, annually). Of the 216 hours for each firefighter, 18 of those must be completed at an ISO approved "Fire Training Facility". Largo Fire Rescue Department / Training Division has such a facility that meets the various requirements of NFPA 1402 and ISO. Largo Fire Rescue Department Training Division has offered to us, the ability to utilize their facility to meet some of the annual training requirements. This will allow us to train with some of the Mid-County Fire Departments. There are no costs associated with the use of the FTC in Largo.

The advantages of using the Largo FTC (fire training center): availability and a class room is on sight and can be accessed as necessary; although drive time is not much different from SPC FTC, the availability is. Currently, we have one option, that is the SPC FTC in Pinellas Park. The difficulties for utilizing this facility is strictly the scheduling. SPC operates the following, often multiple agencies simultaneously: fire academy, maritime fire training, Pinellas County Technical Rescue training, Pinellas County Hazardous Materials team training, in-service course offering and North County training group, Mid-county training (SPBFR participates with Mid-county) group sessions. Many times, the FTC is very crowded which equates to little or no value to the on-site training.

Staff is requesting approval to sign the Hold Harmless Agreement between City of Largo and City of St Pete Beach.

Funding: N/A

Requested Motion: “I move to approve signing the Hold Harmless Agreement between the City of Largo and the City of St Pete Beach, for fire department training.”

Attachment: Hold harmless and Indemnification Agreement for use of City of Largo Training Facility.

**Reviewed by the
City Manager:** WS

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
FOR USE OF CITY OF LARGO TRAINING FACILITY AND PUMP TEST SITE**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2018 by and between the CITY OF LARGO, FLORIDA (hereinafter the "City") and _____ Saint Petersburg Beach _____, (hereinafter the "User" which term shall include, if applicable, the User's officers, agents and employees).

WHEREAS, the City owns and operates the Public Works Facility located at 1000 - 2nd Street SE in Largo, Florida which includes an area utilized by various departments and outside agencies for training purposes and to test fire pump equipment (the "Training Site"); and

WHEREAS, the Training Site is available for temporary use to conduct training, pump testing and other related activities during such dates and times as is mutually agreeable to the City and the User; and

WHEREAS, the User desires to use the Training Site for the purposes of Fire training and pump testing (where applicable).

NOW, THEREFORE, the parties agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein.
2. TRAINING SITE DESCRIPTION. The Training Site is located on a portion of the City of Largo Public Works Facility premises and is more particularly described as follows:

Lake Largo Hammock Sub No. 1 NW ¼, Lot 24; Parcel ID# 02/30/15/47952/200/2400 and

Lake Largo Hammock Sub No. 2 NE ¼, Lot 25; Parcel ID# 03/30/15/47970/100/2500

It is expressly understood and agreed that User shall have access only to this portion of the City Public Works premises when conducting fire training. **User shall enter and exit the Training Site only through the rear gate of the Public Works property located off of 16th Street SW except as otherwise provided herein for pump testing only.**

3. TERM/USE OF TRAINING SITE. The Training Site, its appurtenances and fixtures, may be temporarily occupied and used by the User to conduct the aforementioned training and other related activities on the following agreed upon dates and times: period beginning and ending as identified on the attached Exhibit "A".

The use of any City equipment/fixtures located at the Training Site is allowed only upon permission from the City and at the City's sole discretion. City agrees to allow User access to and use of the following equipment/fixtures located at the Training Site: Fire training tower and grounds. Pump test facilities may be used upon approval from the City and when scheduled in accordance with Section 5 below.

4. CONDITION OF TRAINING SITE. The User agrees to maintain the Training Site in a clean and useable condition and will be responsible for all reasonable, necessary and/or appropriate clean up after each use by the User. If the premises is not returned to a clean, useable condition (ordinary wear and tear excepted), as determined in the sole discretion of the City, the City reserves the right to repair, cleanup, and restore the Training Site and the full cost of said repair, cleanup and/or restoration shall be paid by the User to the City within ten (10) days of receipt of an invoice from the City.

5. PUMP TESTING ACCESS AND USE. User may obtain access to the pump test facility during the term of this Agreement upon approval from the City and subject to the following additional conditions:

- a) User may enter and exit the City's Public Works property for access to the pump testing

equipment via the 1000 2nd St SE, Largo, FL 3377 entrance. **Access via this entrance is for use of the pump testing equipment only. User shall enter/exit the Public Works property for training and access to other portions of the Training Site through the rear gate of the property located off of 16th Street SW.**

b) User shall be responsible to coordinate with third party vendors for pump testing as applicable. User shall also be responsible to coordinate with the City to schedule access to and use of the pump test equipment by contacting Rosalind Fortino at (727) 587-6718 no less than 72 business hours prior to User's anticipated arrival to the Public Works property. The City will make reasonable effort to accommodate User's request for access to the pump test equipment on a particular date/time, however the City reserves the right to reject User's request for use of the pump test equipment at a specific time/date in its sole discretion.

6. INDEMNITY/HOLD HARMLESS.

(a) If User is a municipal, county, state or federal governmental entity, User agrees as follows:

To the extent permitted by section 768.28, Florida Statutes or the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq* the User does hereby assume all risks and hazards incidental to use and occupation of the Training Site and participation in activities and use of equipment and facilities of the City and does hereby agree to waive, release, absolve, defend and hold harmless the City, its commissioners, mayor, officers, employees, agents and attorneys of, from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the User, its officers, employees, agents and representatives. User's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This indemnification includes claims made by the employees of the User against the City and the User hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. This provision shall survive the termination of this Agreement and User's use of the Training Site and the City's equipment and facilities.

(b) If User is a private entity, User agrees as follows with respect to its use and occupancy of the Training Site:

The parties recognize that the User is an independent contractor. User assumes all risks and hazards incidental to User's use and occupation of the Training Site and participation in activities and use of equipment and facilities of the City and does hereby agree to waive, release, absolve, indemnify, defend and hold harmless the City, its commissioners, mayor, officers, employees, agents and attorneys of, from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of User's use and occupation of the Training Site and the User's use of the equipment and facilities of the City. User's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement

of this indemnification provision. This indemnification includes claims made by the employees of the User against the City and the User hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. This provision shall survive the termination of this Agreement and User's use of the Training Site and the City's equipment and facilities.

(c) Nothing contained in the foregoing indemnifications shall be construed to be a waiver of any immunity or limitation of liability the City or User may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

(d) User agrees to repair or replace any damage to any real or personal property of the City caused by the actions or omissions of the User, its officers, officials, employees, agents and participants in the training held at the Training Site.

7. THIRD PARTIES. User is not permitted to introduce, invite, or allow any third party onto the Public Works property, including but not limited to the Training Site. In the event User does, in fact, invite a third party or utilizes the services of a third party for training purposes, User agrees to indemnify and hold harmless the City from any damage or claims which may result from the acts or omissions of the third party, and said obligation to indemnify and hold harmless shall be subject to the terms of Section 6 above. The City reserves the right to deny access to any third party in its sole discretion.

8. ASSUMPTION OF THE RISK. Participation in the training and use of the Training Site contemplated by this Agreement may carry certain inherent risks or dangers of which a reasonably prudent person should be aware. To that extent, User acknowledges and agrees and hereby assumes the risks associated with the training activities contemplated herein and the use of said Training Site.

9. TERMINATION. This Agreement shall remain in full force and effect until terminated by any party hereto. This Agreement may be terminated immediately, without cause, by a party hereto upon giving written notice thereof to the other party.

10. REGULATION COMPLIANCE. During the performance of this Agreement, User agrees to abide by any and all administrative, operational, and safety rules and regulations established by the City, its agents and/or employees during the use and occupation of the Training Site by the User. Any breach of any rule or regulation established by the City shall result in an immediate termination of the use of the Training Site and, in the City's sole discretion, termination of this Agreement.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

"USER"

*By: _____

Title: _____

WITNESSES:

Signature – Witness #1

Print/Type Name – Witness #1

Signature – Witness #2

Print/Type Name – Witness #2

*The individual executing this Agreement on behalf of the User affirms they are authorized to do so thereby binding the User to all terms and conditions herein contained.

CITY OF LARGO, FLORIDA

Henry Schubert, City Manager

ATTEST:

City Clerk

REVIEWED AND APPROVED:

Assistant City Attorney

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

Issue Considered: Request approval to sign a Hold Harmless Agreement with City of St. Petersburg for use of their Fire Training.

Date: February 12, 2019

Prepared By: John Schmidt, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: The Fire Department is required to complete fire training each year. In fact, each firefighter is required to complete a minimum of 216 hours of training each year per ISO. (For SPBFR that equates to 7,128 hours of training, annually). Of the 216 hours for each firefighter, 18 of those must be completed at an ISO approved "Fire Training Facility". St Petersburg Fire Rescue Department / Training Division has such a facility that meets the various requirements of NFPA 1402 and ISO. St Petersburg Fire Rescue Training Division has offered to us, the ability to utilize their facility to meet some of the annual training requirements. This will allow us to train with some of the SPFR companies we often run calls with. There are no costs associated with the use of the FTC in St. Petersburg.

The advantages of using the SPFR FTC (fire training center): travel distance, availability and a class room is on sight and can be accessed as necessary. Currently, we have one option, that is the SPC FTC in Pinellas Park. The difficulties for utilizing this facility is strictly the scheduling. SPC operates the following, often multiple agencies simultaneously: fire academy, maritime fire training, Pinellas County Technical Rescue training, Pinellas County Hazardous Materials team training, in-service course offering and North County training group, Mid-county training (SPBFR participates with Mid-county) group sessions. Many times, the FTC is very crowded which equates to little or no value to the on-site training.

Staff is requesting approval to sign the Hold Harmless Agreement between City of St Petersburg and City of St Pete Beach.

Funding: N/A

Requested Motion: “I move to approve signing the Hold Harmless Agreement between the City of St Petersburg and the City of St Pete Beach, for fire department training.”

Attachment: Hold harmless and Indemnification Agreement for use of City of St. Petersburg Training Facility.

**Reviewed by the
City Manager:** WS

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
FOR USE OF CITY OF ST. PETERSBURG TRAINING FACILITY**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR USE OF CITY OF ST. PETERSBURG TRAINING FACILITY ("Agreement"), is made and entered into this ____ day of _____ 20____, ("Effective Date") by and between the City of St. Petersburg, Florida, ("City") and [insert Agency name] ("User").

RECITALS

WHEREAS, the City owns and operates a facility located at 3200 22nd Street S., St. Petersburg, FL, which includes an area utilized by various City departments and outside agencies for training purposes ("Training Site");

WHEREAS, User desires to use the Training Site for the purposes set forth herein; and

WHEREAS, this Agreement sets forth the respective duties, responsibilities and obligations of User and the City with respect to the use of said City property.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated into this Agreement and made an integral part hereof), the mutual promises, covenants and conditions herein contained, the City and User hereby agree as follows:

1. **Term.** This Agreement shall commence on the Effective Date and shall terminate one (1) year thereafter.
2. **Training Site Description.** The Training Site is more particularly described as follows, and includes ingress, egress and approaches thereof and thereto: 3200 22nd St. S., St. Petersburg, FL. Use of the following equipment or fixtures at the Training Site is not authorized under this Agreement: N/A.
3. **Scope of Use.** User shall only use the Training Site for the following purpose(s): Fire Department Training. It is understood that User is not authorized under this Agreement to utilize any other City-owned property other than the Training Site as described herein. Further, nothing contained in this Agreement shall be construed to grant or authorize the granting of any right other than right to occupy and use the Training Site pursuant to the terms and conditions of this Agreement.
4. **Duration of Use.** The City grants User the right to use the Training Site only during the date(s) and time(s) mutually agreed to by both parties during the Term.
5. **Condition of the Training Site.** User has inspected the Training Site and accepts the Training Site in its present condition. The City has made no representations, statements, or warranties, either express or implied, as to the condition of the Training Site or as to its fitness for a particular use. User shall maintain the Training Site in a clean and useable condition and will be responsible for all reasonable, necessary, and appropriate clean up

after each use by User. If the Training Site is not returned in a clean, useable condition (ordinary wear and tear excepted), as determined in the sole discretion of the City, the City reserves the right to repair, clean up, and restore the Training Site and the full cost of said repair, cleanup, or restoration shall be paid by User to the City within ten (10) days after receipt of an invoice from the City.

6. **Assumption of Risk.** User acknowledges that participation in the training and use of the Training Site contemplated by this Agreement may carry certain inherent risks or dangers. In consideration for the use of the Training Site, User voluntarily assumes all such risks and dangers, and any other risks and dangers associated with this Agreement and the training and use of the Training Site contemplated hereunder, including but not limited to all risks of accidents, injury and damage to any persons or property.
7. **Indemnification.** User shall, to the extent permitted by law, defend at its expense, pay on behalf of, hold harmless, release, discharge, and indemnify the City and the City's employees, agents, officers, elected and appointed officials, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, any act or omission (whether negligent, deliberate, or otherwise) by User, its officers, employees, agents, or representatives, in connection with this Agreement or the training or use of the Training Site contemplated hereunder. User further agrees that its liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this paragraph 7. Nothing herein is intended to serve as a waiver of sovereign immunity by User or an extension of User's or City's liability beyond the scope, provisions, or limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by User or the City to be sued by third parties in any matter arising out of this Agreement. The provisions of this paragraph 7 shall survive the termination of this Agreement and User's use of the Training Site.
8. **Insurance.**
 - A. User shall carry the following minimum types and amounts of insurance at its own expense:
 - i. Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to contractual liability under this Agreement, protecting the City against all claims or demands that may arise or be claimed on account of User's use of the Training Facility.
 - ii. Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.

- iii. Workers' Compensation insurance as required by Florida law.
- B. All of User's insurance policies, except Workers' Compensation, shall name the Indemnified Parties as additional insureds. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage. User shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, User shall provide copies of current policies with all applicable endorsements. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide. User hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
- C. If User is a government entity, User may provide proof of insurance or self-insurance up to current statutory limits in lieu of the requirements in paragraph 8A.
11. **Termination.** This Agreement shall remain in full force and effect during the term specified in paragraph 1, unless earlier terminated by either party by the giving of ten (10) days written notice to the other party. Notwithstanding the foregoing, the City may immediately terminate this Agreement and revoke User's rights granted hereunder in the event the City determines, in the City's sole discretion, that User has failed to comply with any of the terms and conditions of this Agreement.
12. **No Assignment.** User shall not assign this Agreement or sublet any part of the Training Site without the prior written consent of the City.
13. **Compliance with Laws.** User shall comply at all times with all federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"). User shall also comply with all City policies and procedures, including but not limited to all policies and procedures related to use of the Training Site.
14. **Nondiscrimination.** User shall not discriminate against any person in the use of the Training Site because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.
15. **Governing Law.** The Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
16. **No City Responsibility.** The City shall not be responsible for any damages which may

arise from any act of nature or other event which renders the Training Site unable to be used as desired. Further, the City shall not be responsible for items left by participants, invitees, or volunteers of User and may dispose of any such items as the City deems appropriate in its sole and absolute discretion. All of User's property of every kind and description which may at any time be on City property shall be at User's sole risk.

17. **Third Parties.** User is not permitted to introduce, invite, or allow any third party onto the Training Site.
18. **Survival.** All obligations and rights of User arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification and defense, shall survive such expiration or earlier termination.
19. **Incident Reporting.** User must immediately report to Chief Rich Ganci, 727-423-0579 any accidents, injuries or incidents that occur while User is occupying and using the Training Site.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

[INSERT AGENCY NAME]

WITNESSES:

By: _____

Sign: _____

Print: _____

Print: _____

Sign: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA

ATTEST:

(SEAL)

By: _____

(Please Print or Type Name)

(Title)

City Clerk

Approved as to Form and Content:

City Attorney (Designee)

00381983 – Hold Harmless & Indemnification Agreement – Government Agency

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

Issue Considered: Request approval of a purchase from Duval Ford Fleet Sales in the amount of \$33,464.00 (see attached quote) utilizing the Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chief's Association 2019 bid specification # 64 (3/4 Ton Crew Cab Pickup Truck – 4x4) for replacement of Fire Special Rescue vehicle.

Date: February 12, 2019

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: The Fire Department's current Special Rescue vehicle was manufactured in 2000 and is in need of replacement. The current vehicle has reached the end of use based on recommendations for emergency vehicles and would be in need of additional safety equipment to continue service. The current vehicle will go to government surplus after the new vehicle is delivered.

The requested replacement vehicle is a 2019 Ford F-250 Super Duty XLT, the total cost of which is \$33,464.00. Additional emergency equipment will be installed locally after delivery with the total project amount not to exceed the approved \$40,000 budgeted for FY 2019.

Staff is requesting that the Commission approve this purchase from Duval Ford Fleet Sales for the purchase of the Special Rescue vehicle, based on the attached quote.

Funding: Capital Outlay – Vehicles
001-5801-522-5641

Requested Motion: “I move to approve a purchase from Duval Ford Fleet Sales for the replacement of the existing Special Rescue vehicle in the amount of \$33,464.00 priced using Florida Sherriff's Association bid specification # 64.”

Attachment: Duval Ford Fleet Sales quote dated 11/28/18

Reviewed by the City Manager: WS

ST PETE FIRE

Prepared for:		Contract Holder	DATE:
ST PETE FIRE CHIEF ADAM POIRRIER 727-363-9206 apoirrier@stpetebeach.org		Duval Ford Fleet Sales Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	11/28/18
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA18-VEL26.0 chassis / FSA18-VEH16.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 64	2019 FORD F-250 3/4 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X4 (W2B)	\$ 30,963.00
0	603A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	160	160" WHEEL BASE 6.75' BED	NC
0	STD	POWER WINDOWS/ DOOR LOCKS	NC
0	X3E	3.73 ELEC LOCKING AXLE	NC
0	INCL	TRAILER BRAKE CONTROLLER	NC
0	INCL	CHROME GRILLE	NC
0	INCL	SYNC	NC
0	INCL	CRUISE CONTROL	NC
0	INCL	18" PAINTED ALUMINUM WHEELS	NC
0	INCL	4.2" LCD SCREEN	NC
0	TDU	ALL TERRAIN TIRES- LT275/70RX18E OWL A/T	\$ 289.00
0	UNDERCOAT	COMPLETE UNDER COATING FOR CORROSION PROTECTION	\$ 650.00
0	85S	HD SPRAY IN BEDLINER	\$ 539.00
0	18B	CAB STEPS	\$ 444.00
0	TAG	NEW TAG	\$ 230.00
0			
0	RR	EXTERIOR: RUBY RED	\$ 394.00
0	3S	INTERIOR: GRAY CLOTH 40/20/40	NC
0	166	VINYL FLOOR FLOOR	\$ (45.00)
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 33,464.00
TOTAL QUANTITY			1
TOTAL PURCHASE			\$ 33,464.00

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

Issue Considered: Request authorization to utilize Daisy Dirt Landscape Maintenance services on an as-needed basis in excess of \$10,000.00.

Date: February 12, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach periodically requires external assistance for as-needed landscape maintenance activities that require more manpower than standard staffing levels provide. Due to the nature of this work, the number of hours required to perform the task may not be known prior to performance.

Funding: 001-6104-572-5461

Requested Motion: “I move to authorize the utilization of Daisy Dirt Landscape Maintenance services on an as-needed basis in excess of \$10,000.00.”

**Reviewed by the
City Manager:** WS

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

Issue Considered: Request approval to waive the annual Merry Pier lease increase for 2019

Date: February 12, 2019

Prepared By: Vincent Tenaglia, Assistant City Manager

Through: Wayne Saunders, City Manager

Summary of Issue: Merry Pier is operated by Merry Pier Partners, LLC under a lease agreement with the City dated February 1, 2011. The lease provides for an annual increase of 2.5% or the increase in the Consumer Price Index, whichever is higher. The current annual lease amount is \$40,357.44. The 2.5% increase would amount to \$1,008.94 for 2019. The lessee is requesting that the City waive the 2019 increase due to the condition of the pier and the impact to business caused by roadway construction. The annual lease was last increased on February 1, 2017.

Funding: N/A

Requested Motion: “I move that the City Commission waive the annual Merry Pier lease increase for 2019.”

Attachment: N/A

Reviewed by the City Manager: WS

MERRY PIER TIMELINE

Date	Description
Feb 1, 2011	Merry Pier Partners, LLC is awarded the lease on Merry Pier. First 5 year term commences. Piers and walkways are all in usable condition
2011	Merry Pier Partners, LLC upgrades bathrooms and installs a kitchen at a cost of \$5,100
June 23 – 27, 2012	Tropical Storm Debby hits Pass-A-Grille. Tornado comes up Pass-A-Grille Way. High winds and waves completely destroy three finger piers, 2 on the south side, one on the north side. Damage remains for one year
March – June 2013	Speeler Construction is awarded the contract to fix the three finger piers, and replace boards on the lower walkways. Stringers on walkways are not replaced.
August – December 2014	Merry Pier Partners resurfaces side deck, adds railing and posts a new sign/arbor at entrance facing 8 th Avenue at a cost of \$13,750
February 1, 2016	Merry Pier Partners begins second five year lease term as per the terms of the original lease agreement. Annual rent increases continue every February
September 1, 2016	Hurricane Hermine – lost half of finger pier next to building (not one that was replaced by Speeler), rendering that slip and pier unusable. Old finger piers on north side of dock are damaged, boards missing, rendering another slip and pier unusable. Lost staircase leading down to lower deck on main dock
October 7, 2016	Hurricane Matthew. More missing boards on older piers, walkway in front to Shell Key Shuttle boat starting to sag (this continues to worsen up to now)
During 2017	Two of the pilings on the east side of the wet slip being leased by Miss Pass-A-Grille Deep Sea fishing deteriorate and have to be removed, leaving that slip unusable except for picking up and dropping off passengers. Boat cannot stay in slip overnight.
September 10, 2017	Hurricane Irma. High water and winds cause more damage to the older finger piers.
December 2017	City hires Collins construction to address some of the issues at the pier. Damaged plumbing under the building (from storms), rebuild staircase that has been missing since September 2016. Repairs to unsafe deck above staircase leading to the Offshore Hustler Fishing boat.
Not sure of these dates	CPWG is hired to assess the condition of the pier. Except for the piers replaced by Speeler in 2013, all of the dock will need to be rebuilt. Not feasible to repair any of the damaged or missing finger piers.
February 1, 2018	Rent is scheduled to increase on this date per lease terms. Up to this point, all annual increases have been paid by Merry Pier Partners, LLC. City commission agrees to waive the increase for 2018.
October 10, 2018	Hurricane Michael. Lost what was left of finger pier next to building. Boards and debris from pier floating and endangering the boats.
February 2019	Merry Pier Partners, LLC requests that the annual rent increase be waived for another year due to loss of use of some of the premises.

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

Issue Considered: Request approval to purchase (2) 2019 Ford Starcraft Allstar 25 passenger buses from Midwest Transit Equipment in the amount of \$125,402.00 that will be assigned to the Recreation Department.

Date: February 12, 2019

Prepared By: Jennifer McMahon, Recreation Director

Through: Wayne Saunders, City Manager

Summary of Issue: The FY2019 budget includes \$125,000.00 to purchase and replace two 25 passenger buses upon termination of the current leases. The buses are used to transport children in our after school and summer camp programs as well as used for Senior Excursion and events. Staff looked into state and sheriff contract bids but there were no opportunities available for 25 passenger buses. Three quotes were obtained:

1. Midwest Transit Equipment: \$125,402.00
2. Alliance Bus Group: \$136,630.00
3. National Bus Sales: \$146,860.00

Midwest Transit Equipment is who we currently lease the vehicles from.

Funding: 001-6106-572-5643

Requested Motion: "I move to approve the purchase of (2) 2019 Ford Starcraft Allstar 25 passenger buses from Midwest Transit Equipment in the amount of \$125,402.00 that will be assigned to the Recreation Department."

Attachments: Bus Quotes

**Reviewed by
City Manager:** WS

RETAIL ORDER FOR A NEW MOTOR VEHICLE

DATE: January 2, 2019

SELLER: MIDWEST TRANSIT EQUIPMENT INC.
146 W. ISSERT DR.
KANKAKEE, IL 60901

PHONE NUMBER: 815-933-2412

PURCHASER: CITY OF ST. PETE BEACH
155 COVEY AVE.
ST. PETE BEACH, FL 33706
CONTACT: JENNIFER MCMAHON

PHONE NUMBER: 727-363-9274

Please enter my order for the following vehicle:

TWO (2) 2019 FORD E450/STARCRAFT ALLSTAR BUSES
25 PASSENGERS

PRICE:	\$62,701.00 EA.
	<u>X 2</u>
TOTAL FOR 2 UNITS	\$125,402.00

Price includes all applicable fleet incentives and rebates. Price does not include any applicable Florida taxes. City of St. Pete Beach should be tax exempt. License and title fees will be paid by City of St. Pete Beach at the time the City registers the units in Florida. Delivery arrangements and freight charges to City of St. Pete Beach from Kankakee, IL will be the responsibility of City of St. Pete Beach.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS OWN BEHALF, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY SELLER.

The two pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the second page and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

THIS ORDER IS A BINDING CONTRACT AND IS NON-CANCELABLE.

ACCEPTED BY: CITY OF ST. PETE BEACH

ACCEPTED BY: MIDWEST TRANSIT EQUIPMENT INC.

PURCHASER'S SIGNATURE DATE

SELLERS AUTHORIZED REPRESENTATIVE DATE

PRINT NAME

THOMAS BOLDWIN

PRINT NAME

TITLE

TITLE

RETAIL ORDER FOR A MOTOR VEHICLE, CONTINUED

MOTOR VEHICLES

ADDITIONAL TERMS AND CONDITIONS

1. As used in this order the Terms (a) "Seller" shall mean the Seller to whom this order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this order as such on the face hereof, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this order and that reference to manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.
2. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchases by or shipped to Seller or being manufactured or sold in accordance with Seller's orders. Correspondingly, in the event of any such change by Manufacturer, Seller shall have no obligations to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered this order either before or subsequent to delivery thereof to Purchaser.
3. Seller shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Seller.
4. The price for the motor vehicle specified on the face of this order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this order, regardless of which party may have primary tax liability therefore.
5. **FACTORY WARRANTY:** ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY SELLER'S WARRANTY OR SERVICE CONTRACT IS FURNISHED BY SELLER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
7. The purchaser, before or at the time of delivery of the motor vehicle covered by this order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order.
8. The purchaser agrees to take possession of equipment and pay for them upon delivery of vehicle(s) as provided on front page within 10 days of notice that the equipment is ready for delivery.
9. "New Motor Vehicle" is defined as a vehicle that has not been previously titled and with less than 500 miles at time of delivery to purchaser.

Terms and conditions read, understood and agreed to by _____, Date: _____
Signature

Printed Name
CITY OF ST. PETE BEACH



ALLIANCE BUS GROUP
11226 BOGGY CREEK ROAD
ORLANDO FL 32824

Tel. : (866) 942-5544 Fax : (407) 472-4801

DETAILED SPECIFICATIONS

Quote No. : -132225

Date of Quote : 2/1/2019

Sales Representative : BFree

Configured For:

CITY OF ST. PETE BEACH
7701 BOCA CIEGA DR
SAINT PETERSBURG FL 33706

New/Used : NEW

Year : 2019

Make : ELKHART COACH

Model : EC II

Mileage :

Chassis : FORD E450

Fuel : GAS

VIN : 1FDFE4FS2KDC02289

Ambulatory Capacity : 25

Wheelchairs :

Luggage : OVERHEAD

Vehicle Details

	<u>Quantity</u>	<u>Fleet Price</u>
DRIP RAIL OVER PASSENGER WINDOWS & ENTRY DOORS	1	\$0.00
EMERGENCY SIDE EGRESS WINDOWS	1	\$0.00
FRP EXTERIOR SIDEWALLS & SKIRTS	1	\$0.00
FULLY WELDED UNTIZED STEEL CAGE BODY	1	\$0.00
LAMINATED STEEL REINFORCED COMPOSITE CONSTRUCTION	1	\$0.00
LARGE 36"x36" & 24"x36" UPPER T-SLIDER WINDOWS	1	\$0.00
MASTER ELECTRONIC PRINTED CIRCUIT CONTROL PANEL	1	\$0.00
MUD FLAPS - REAR	1	\$0.00
REAR EGRESS WINDOW - 22"x64" IS STANDARD	1	\$0.00
SINGLE PIECE SEAMLESS FRP ROOF	1	\$0.00
UNDERCOATING	1	\$0.00
300" Body - Ford E-450 Cut-a-way 190" WB Chassis w/ 6.8L Gas & 14500 GVWR	1	\$19,779.00
RUNNING BOARD - DRIVER SIDE DIAMOND PLATE	1	\$194.00
FAST IDLE - FORD GAS - ELKHART COACH MODEL	1	\$59.00
MUD FLAPS - FRONT - 1-PAIR	1	\$31.00
ALARM - BACK-UP	1	\$63.00
WHEEL INSERTS - 4 WHEELS STAINLESS STEEL	1	\$208.00
VALVE EXTENSION - INNER DUAL WHEEL PER PAIR	1	\$50.00
BUMPER - REAR ANTI-RIDE SHIELD	1	\$199.00
FLOOR - PLYWOOD 3/4"	1	\$158.00
RUBBER - STEP NOSING - WHITE	1	\$0.00
RUBBER - COLORED w/ RADIUS - w/ 34" AISLE COLOR TO BE:	1	\$681.00
STANDEE LINE - - WHITE w/ 2" SIGN "NO STANDEES ALLOWED" INCLUDED IN THE	1	\$50.00
CEILING GRAB RAIL OPTION 059-003		
CEILING - AUTO CLOTH COVERING COLOR TO BE:	1	\$150.00
MODESTY PANEL - w/ STANCHIONS LOCATION: BEHIND DRIVER	1	\$0.00
DOOR - ELECTRICAL POWERED ENTRY - 36" WIDTH	1	\$361.00
EXTERNAL KEY SWITCH FOR ELECTRICAL POWERED ENTRY	1	\$81.00
WINDOW - REAR EGRESS - STANDARD - 60" X 22"	1	\$0.00
HEATER - 65K BTU REAR	1	\$309.00
TA733 SUPER - 70KBTU - 73E - SMC3L - DUAL COMP - 6.8L GAS - MUST USE 733C FOR 138"WB	1	\$4,914.00

ID SIGN - ILLUMINATED 48"X10" NO LETTERS N/A w/ OVERHEAD STORAGE IN FRT CAP	1	\$159.00
ELECTRICAL SCHEMATIC - LAMINATED ELECTRIC LEGEND ON ELEC. DOOR	1	\$50.00
RADIO - SONY AM/FM/CD/CLOCK WITH 4 INTERNAL SPEAKERS	1	\$230.00
LIGHT - INTERIOR LIGHTS ON WITH ENTRY DOOR OPEN	1	\$25.00
LIGHT - BRAKE - LED - SET OF TWO RED LIGHTS WIRED INDEPENDENT OF ALL OTHER FUNCTIONS - MOUNTED ADJACENT TO TAIL LIGHTS ON REAR OF BUS	1	\$38.00
LIGHT - ADD ARMOR TO ALL CLEARANCE AND MARKER LIGHTS	1	\$51.00
LIGHT - LED CLEARANCE/MARKER LIGHTS 5 AMBER - 7 RED	1	\$113.00
LIGHT - LED MIDSHIP TURN/MARKER WITH ARMOR	1	\$68.00
LIGHT - LED HOODED LIGHT AT ENTRY DOOR	1	\$41.00
GRAB RAIL - ENTRANCE PARALLEL TO STEPS - BOTH SIDES ADA REQUIRED	1	\$119.00
GRAB RAIL - CEILING - DRIVER SIDE ONLY - INCLUDES STANDEE LINE & SIGN ADA REQUIRED IF BUS IS OVER 22	1	\$119.50
MIRRORS - EXTERIOR HEATED/REMOTE - ROSCO	1	\$791.00
CAMERA - BACK UP - ROSCO - SMART VISION WITH MONITOR BUILT INTO REARVIEW	1	\$478.00
MIRROR - MODEL STSK4530B		
SEAT - HI-BACK - RECLINER - DBL	10	\$4,350.00
SEAT - HI-BACK - RIGID - DBL NOTE: N/A AS AISLE FACING SEAT	2	\$686.00
SEAT - HI-BACK - RIGID - SGL NOTE: N/A AS AISLE FACING SEAT	1	\$188.00
SEAT - DRIVER - FREEDMAN "SHIELD" - RECLINE - RH ARMREST	1	\$450.00
SEAT - FABRIC UPGRADE TO LEVEL 3 - 1 DRIVER SEAT	1	\$54.00
SEAT - FABRIC UPGRADE TO LEVEL 4 - SIERRA LEATHERMATE RAVEN BLACK	25	\$1,225.00
ARMREST - FLIP-UP - US ARM	10	\$250.00
SEAT BELT - 90" FULL LENGTH	5	\$95.00
SEAT BELT - U.S.R. - AMSAFE - DOUBLE SEAT - 2 POSITIONS N/A ON FLIPS OR FOLDS	10	\$1,050.00
SEAT STITCHING - VERTICAL - ON FREEDMAN SEATS - 1-SEAT POSITION	25	\$450.00
DPU - TWR	1	\$150.00
DISCOUNT	1	(\$5,500.00)
CHASSIS TRANSFER FEE	1	\$62.50
Ford E-450 - 158"wb - 6.8L V10 - 14500# - 225 Amp	1	\$35,740.00
- Pre Deliv Inspec & Prep, Commercial Veh incl Wash	1	\$423.00
- Fire Extinguisher 2 3/4 lb	1	\$39.00
- Reflector Triangle Kit	1	\$33.00
INDIANA TO FLORIDA	1	\$1,500.00

Total Price : \$70,815.00

Discount : \$2,500.00

Sales Price : \$68,315.00

Taxes & Fees are Additional

This quotation is valid for ten (10) days.

Other models and floor plans of a similar size may be available at a lesser price.

x 2

\$136,630

Jennifer McMahon

From: Daryl Tarver <Daryl@nationalbus.com>
Sent: Wednesday, December 05, 2018 12:35 PM
To: Jennifer McMahon
Cc: Daryl Tarver
Subject: FW: National Bus Sales - 2018 Metro Ford F450 Bus 25p

Jennifer,

Year: 2018
Chassis: F450
Body: Metro Link (7 YEARS / 150,000 MILE STRUCTURAL WARRANTY)
Capacity: 25
Engine: 6.8L V-10 GAS 3 YEAR / 36,000 MILE WARRANTY
Transmission: Auto 3 YEAR / 36,000 MILE WARRANTY
Brakes: Hydraulic
Mileage: 0
Price: \$75,244
Lease 36 Months: \$2,172.96
Lease 60 Months: \$1,525.68
Features:

- Aisle Side Arm Rests
- Back-up Monitor
- Chrome Wheel Inserts
- Dash and Rear A/C
- Dual A/C Compressors
- Entrance Door- Electric
- High-back Reclining Seats
- Individual Reading Lights
- Overhead Storage Racks
- Rear Door
- Rear Luggage Space
- Tinted Windows

(#1 Shuttle Bus in the industry. 7 YEAR / 150,000 MILE STRUCTURAL WARRANTY on the Metro Link Body. Received the highest grade in the Altoona Bus Testing Facility.)

7 YEAR / 150,000 MILE STRUCTURAL WARRANTY (Best - Bus Body Warranty in the industry)

- **TRUE ONE-PIECE SEAMLESS FIBERGLASS ROOF (Leak Proof Roof)**
- **WELDED FLOOR TRACKS**
- **FULL-VISION WINDOWS**
- **DIRECT BODY-TO-FRAME MOUNTING:**
- **TONGUE & GROOVE 3/4" MARINE GRADE PLYWOOD FLOOR**

Daryl C. Tarver
Regional Sales Manager
National Bus Sales
800-475-1439 x318 Ofc
www.nationalbus.com
daryl@nationalbus.com

From: Jennifer McMahon <rddirector@stpetebeach.org>
Sent: Wednesday, December 05, 2018 8:23 AM
To: Daryl Tarver <Daryl@nationalbus.com>
Subject: RE: National Bus Sales - 2018 Metro Ford F450 Bus 25p

Hi Daryl,
The city is considering purchasing (2) 25 passenger buses instead of continue leasing. So just trying to crunch numbers. Could you send me a quote for purchasing (2) 2019 25 passenger buses? Doesn't need a lot of feature or add ons.
Thanks,

Jennifer McMahon
Recreation Director
City of St Pete Beach, FL
727-363-9274
www.spbrec.com

From: Daryl Tarver [<mailto:Daryl@nationalbus.com>]
Sent: Tuesday, April 10, 2018 6:15 PM
To: Jennifer McMahon
Cc: Daryl Tarver
Subject: National Bus Sales - 2018 Metro Ford F450 Bus 25p

Jennifer,

Year: 2018
Chassis: F450
Body: Metro Link (7 YEARS / 150,000 MILE STRUCTURAL WARRANTY)
Capacity: 25

Engine: 6.8L V-10 GAS 3 YEAR / 36,000 MILE WARRANTY

Transmission: Auto 3 YEAR / 36,000 MILE WARRANTY

Brakes: Hydraulic

Mileage: 0

Price: \$73,430 - $\times 2 = \$146,860$

Lease 36 Months: \$1,799.76

Lease 60 Months: \$1,426.93

Features:

- Aisle Side Arm Rests
- Back-up Monitor
- Chrome Wheel Inserts
- Dash and Rear A/C
- Dual A/C Compressors
- Entrance Door- Electric
- High-back Reclining Seats
- Individual Reading Lights
- Overhead Storage Racks
- Rear Door
- Rear Luggage Space
- Tinted Windows

(#1 Shuttle Bus in the industry. 7 YEAR / 150,000 MILE STRUCTURAL WARRANTY on the Metro Link Body. Received the highest grade in the Altoona Bus Testing Facility.)

7 YEAR / 150,000 MILE STRUCTURAL WARRANTY (Best - Bus Body Warranty in the industry)

- **TRUE ONE-PIECE SEAMLESS FIBERGLASS ROOF (Leak Proof Roof)**
- **WELDED FLOOR TRACKS**
- **FULL-VISION WINDOWS**
- **DIRECT BODY-TO-FRAME MOUNTING:**
- **TONGUE & GROOVE $\frac{3}{4}$ " MARINE GRADE PLYWOOD FLOOR**

Daryl C. Tarver
Regional Sales Manager
National Bus Sales
800-475-1439 x318 Ofc

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

Issue Considered: Approval of agreement with Granicus for live stream audio-visual services and ADA website compliant closed-caption services

Date: February 12, 2019

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Wayne Saunders, City Manager

Summary of Issue: Within the past several months, numerous lawsuits have been brought against municipalities in regard to ADA website compliance for public meetings and documents. As a result, many Florida municipalities are opting to provide closed-caption services for their live streamed meetings.

We are requesting authorization to continue the current live-stream services with our current provider, Granicus, in the amount of \$16,224 per year, in addition to the new ADA website closed-caption service.

The basic closed-captioning service is done by stenographers who watch the meetings remotely while they transcribe what is being said. Granicus guarantees 98% understandability or Accuracy Readability Rating (ARR) for live captions. The fee is based on an average of the past three years of meetings (455 hours) and is billed at \$150 per hour for overage.

Remaining with Granicus will eliminate the need to replace expensive hardware and hosting services if we used a different vendor.

The FY 2019 Capital Improvement Plan has \$50,000 budgeted under the ADA Program.

Funding: 301-8000-590-0008

Requested Motion: "I move to approve the agreement with Granicus for live stream audio-visual services and ADA website compliant closed-caption services and related equipment in the amount of \$41,969.00.

Attachments: Granicus Invoice for current services

Granicus Proposal for closed-caption services
Link Electronics Sales Quotation

**Reviewed by
City Manager:**

WS

Granicus Proposal for St Pete Beach, FL

Granicus Contact

Name: Joe Chang

Phone: 2024077325

Email: joe.chang@granicus.com

Proposal Details

Quote Number: Q-51548

Prepared On: 1/14/2019

Valid Through: 2/28/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: 1/1/2019-12/31/2019. Please note, new subscriptions will be aligned to Client's then-current billing term.

Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Closed Captioning Services - Recurring (Hours)	Annual	150 Hours	\$20,250.00
SUBTOTAL:			\$20,250.00

Product Descriptions

Name	Description
Closed Captioning Services - Recurring (Hours)	Live closed captioning. • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.

Terms and Conditions

- The terms and conditions set forth in the Agreement effective 6/30/2014 are incorporated herein by reference.
- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of St Pete Beach, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-51548 dated 1/14/2019 are incorporated into this Purchase Order by reference.
- St Pete Beach, FL is eligible to receive up to five (5) two-day passes to the 2019 Granicus National Summit, valued at \$299.00 each. The Granicus National Summit is the premiere user conference for public sector professionals across federal, state, and local government. Attendees will be provided with hands-on training led by Granicus subject matter experts, as well as opportunities to learn and network with peers and leaders in government.
Granicus National Summit Dates: May 14-15, 2019

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:
Phone:
Email:
Address:

St Pete Beach, FL

Signature:
Name:
Title:
Date:

AIP-494 SDI CC Encoder with audio captions over IP

MADE IN THE USA



Features:

- 3GB/HD/SD-SDI
- XDS RAM (V-Chip)
- Data Recovery
- GPI Remote "Legalizer"
- 2 CEA-708 Services

Converted from 608

- VBI and/or VANC for SD
- Field Upgradeable
- VANC Line Selection
- IP Audio
- IP Captioning
- Power Off Bypass
- Decodes CC1-CC4 or

S1-S6



The AIP-494 is a three gigabits level B, high definition, or standard definition serial digital interface closed caption encoder (3GB/HD/SD-SDI CC Encoder) with audio and captions over IP. It accepts 3GB/HD/SD-SDI transport streams, and gives three closed caption encoded outputs of the same format as the input with the option of one of them being decoded. The SDI outputs are re-clocked, making the SDI output eye pattern generally better than the input. It is a better re-clocker than most re-clocking Distribution Amplifiers (DA). The unit will pass ANC data untouched including audio to the output.

IP Audio and Captioning

The AIP-494 will take audio that is embedded on the input SDI stream and send that audio to a Captioner via IP. A free audio over IP player is provided to monitor the audio. The streaming audio is low latency and low bandwidth so no special Internet services are required. The unit will also receive caption data via IP from the Captioner. This allows the removal of the traditional two phone line setup without having to be connected to a captioning servicer. This device allows true IP captioning.

XDS RAM/ V-Chip

The AIP-494 will encode line 21/22 CEA-608 waveform and/or encodes SMPTE 334 Caption Data Packet (CDP) for SD. The Caption Data Packet will contain a header, CEA-608 data, CEA-708 data, caption service descriptor, and a footer. For HD it will encode the caption data packet. It has RAM that is reserved for XDS packets, the packets will be inserted into CEA-608 field 2 based on XDS packet priority and field 2 availabilities. The unit also has XDS menus for Parental Guidelines (V-Chip) and Transmission Station Identification (TSID) packets. The RAM can be filled using V-Chip software.

GPI Remote "Legalizer"

The AIP-494 has a menu that allows you to select, resend, or redirect data from the Ethernet port to the serial ports. It has a GPI remote activated Legalizer, also called Weather Lift, with a menu that allows you to select the amount of lines to be lifted. Recently, the FCC has mandated that captions are not to be displayed over things like people's names, school closings, and so on. This has become a major issue with broadcasters. It also has a decoded output and caption data recovery for quality monitoring.

Exceptional Technical Support

The AIP-494 SDI CC Encoder is backed by the Link Electronics standard 10-year warranty and 24/7 free customer support. It meets the innovative, high performance, flexibility, and reliability requirements of all Link Electronics products.



3G/HD/SD-SDI Video Input:

Connectors: One 75 Ohm BNC
 Embedded Audio: .. AES 48 kHz (20 or 24 bit) SMPTE ST 299-1 (HD) or SMPTE ST 272 (SD) on Group 1 Channels 1 & 2
 SMPTE: ST 274 (1080P, 1080I, 1080S), ST 296 (720P), and ST 259 (NTSC & PAL)
 Equalization: Automatic, Approx. 100 feet at 1.5 Gb/s, Approx. 500 feet at 270 Mb/s

3G/HD/SD-SDI Video Outputs:

Connectors: Three 75 Ohm BNC's, One Power Off Bypassed
 Standard: Same as input
 Signal Level: 800 mV, Nominal
 DC Offset: +/- 0.5 V
 Rise Time: 200 ps, Nominal
 Overshoot: < 10%
 Timing Jitter: < 1.0 U
 Wideband Jitter: < 0.2 UI

Communications/Other Connectors:

General Purpose Interface (GPI): One Open/Closed Dry Contact
 Serial Ports: Two RS-232 DE-9 One Male and One Female
 Ethernet: One, 8P8C modular connector, IEEE
 External Modem(s): Optional

Environmental:

Temperature: 0 to 50 C ambient
 Humidity: 10% to 90% non-condensing

Mechanical:

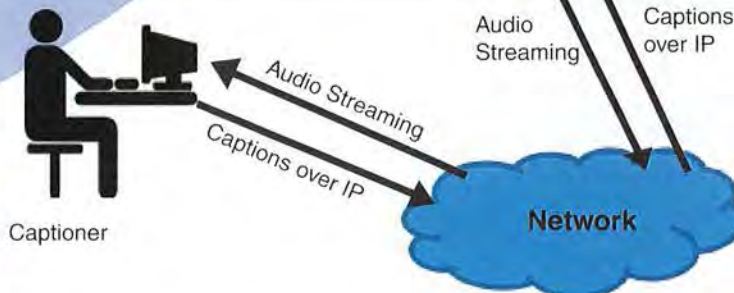
Depth: 10.5 Inches
 Height: 1.75 Inches
 Width: 19 Inches
 Weight: 4 Pounds

Power Supply:

Input: Auto Detection 100 to 240 VAC at 50/60 Hz
 Output: 5 VDC up to 3.2 A
 Compliance: UL Approved
 Dual Supplies: Optional



Free Audio over IP Player





Sales Quotation

Quote Number: 190111TMG2
 Quote date: 1/11/2019
 Quote Valid: 30 days

From: Tricia McRae
 2360 N. High Street Suite 10, Jackson, MO 63755
 Phone: (573) 334-4433 FAX: (573) 204-4554
www.linkelectronics.com
sales@linkelectronics.com

To: Sean Dunham
 Company: City of St. Pete Beach
 Address: St. Pete Beach
 Telephone: 727.363.9263
 Email: sdunham@stpetebeach.org

We are pleased to quote as follows:

Reference

Payment Terms	FOB
NET 15	Jackson, MO

Item Number	Quantity	Part Number	Alt. Part Number	Description	Price	Extended Net Price
1	1	AIP-494		3GB/HD/SD-SDI Caption Encoder and Audio over IP	\$5,495.00	\$5,495.00
2						
3						
4						
5						

Order Placement: Please send formal purchase order to Trish McRae FAX: (573) 204-4554 or EMAIL: sales@linkelectronics.com. Please reference the Link quotation number located at the top right of this form on your purchase order. Thank you!

Lead Time: 1-2 weeks
 Subtotal: \$5,495.00
 FREIGHT ADDITIONAL- PLZ ASK FOR QUOTE Freight charges:
 Prices are in USD Quote Total: \$5,495.00

Warranty information: **AIP-494**
 10 year warranty
 Parts and Labor
 Included per unit
 Telephone technical Support 24/7/365

Special Notes:

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

Issue Considered: Request approval of Amendment #1 to the Interlocal Agreement with Pinellas County for Pass-a-Grille Way Reconstruction from 1st Ave to 19th Ave.

Date: Date

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Pinellas County approached the City about amending the existing Interlocal Agreement for Pass-a-Grille Way Reconstruction from 1st Ave to 19th Ave to include the replacement of the existing potable water distribution mains along the side streets and alleyways from 1st Ave to 9th Ave. The existing mains were found to be cast iron and plastic pipes in need of replacement. In coordination with the replacement of these mains, Pinellas County plans on installing new Automatic Meter Reading devices for the affected services. The City's contractor, Gibbs & Register, Inc. will provide the City with a Change Order Request to replace these mains under their existing contract.

Funding: The City's costs will be reimbursed by Pinellas County. Expenditures will be recorded in account number 301-8000-590-5650. Revenue will be recorded in account number 301-337-300.

Requested Motion: "I move to approve Amendment #1 to the Interlocal Agreement with Pinellas County for Pass-a-Grille Way Reconstruction from 1st Ave to 19th Ave."

Attachment: Amendment #1 to Interlocal Agreement

**Reviewed by the
City Manager:** WS

AMENDMENT NO. 1

TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF ST. PETE BEACH FOR THE RELOCATION OF PINELLAS COUNTY UTILITIES AND RECLAIMED WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED PHASE 2 ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG PASS-A-GRILLE WAY FROM 19TH AVENUE to 1ST AVENUE.

THIS AMENDMENT to the Interlocal Agreement is made and entered into as of the ____ day of ____, 2019, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively referred to as the "PARTIES".

WHEREAS, on October 31, 2017, the PARTIES entered into an Interlocal Agreement for the relocation of potable water transmission mains, potable water distribution mains, fire hydrants, reclaimed water mains and appurtenances found to be in conflict with the proposed roadway and drainage system improvements along Pass-A-Grille Way from 19th Avenue to 1st Avenue for an amount not to exceed \$2,090,000.00; and

WHEREAS, during the construction of the project sections of the existing distribution main along the side streets and alley ways from 1st Avenue to 9th Avenue were found to be cast iron pipes and plastic pipes in need of replacement. Portions of the alley way distribution mains were dead end pipes requiring replacement. The County is planning to install new Automatic Meter Readers (AMR) for all the affected services. There are approximately 3500 linear feet of 2" water mains, 800 linear feet of 4" water mains and 150 linear feet of a 6" water main to be replaced. The water distribution main pipe replacements will greatly improve the water quality, water circulation of the water system and improve the water meter data collection; and

WHEREAS, the cost of the project will increase by Three Hundred Thirty Thousand and 00/100 Dollars (\$330,000.00) for the replacement of the water mains and the appurtenances along the side streets and alley ways from 1st Avenue to 9th Avenue.

NOW, THEREFORE, in consideration of the above and the mutual terms, covenants and conditions contained herein, the PARTIES agree that Section 5 Funding and Invoicing of the Interlocal Agreement is amended as follows:

SECTION 5

FUNDING AND INVOICING

The COUNTY will pay 100% of the total cost of construction and relocation of the 16" x approximately 1200 linear feet of potable water transmission line, 8" x approximately 1200 linear feet, 6" x approximately 1400 linear feet, 4" x approximately 800 linear feet and 2" x approximately 3,850 linear feet of potable water distribution mains. Including all the fire hydrants, service connections and appurtenances related to the 16" potable water transmission line relocation. The County will pay 100% for the installation of new 8", 6", 4" and 2" potable water distribution mains along Pass-A-Grille Wayside streets and alley ways from 1st Avenue to 9th Avenue. The total cost shall not exceed Two Million Dollars (\$2,000,000.00).

The COUNTY will pay 43% of the cost for approximately 1100 linear feet of 16" reclaimed water transmission line relocations and appurtenances related to the 16" reclaimed water transmission line relocation along Pass-A-Grille Way. The total costs shall not exceed Two Hundred Thousand dollars (\$200,000.00).

The COUNTY will additionally pay 10% of the total cost of construction and relocation of COUNTY UTILITIES which shall not exceed Two Hundred Twenty Thousand Dollars (\$220,000.00). The amount will cover mobilization, maintenance of traffic and miscellaneous administrative fees of the PROJECT.

The CITY shall initially pay the total construction cost for the PROJECT. The City will invoice the COUNTY for the costs of the relocation and construction of COUNTY UTILITIES. The COUNTY'S share of the PROJECT shall not exceed Two Million, Four Hundred Twenty Thousand Dollars (\$2,420,000.00) upon approval of the COUNTY Project Manager. The cost may exceed \$2,420,000.00 pursuant to Section 4 of this Agreement, but in no circumstances shall the CITY be responsible for the cost of relocation and construction of COUNTY UTILITIES.

During construction, the CITY shall process invoices from the contractor and submit a copy to the COUNTY along with progress reports and requests for payment. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

In the event of any inconsistency between the terms of this Amendment and the printed, typewritten or handwritten terms of the Agreement, the terms of this Amendment shall control.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Amendment as of the date first above written.

CITY OF ST. PETE BEACH,
a municipal corporation
of the State of Florida

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its Board of
County Commissioners

By: _____
Alan Johnson, City Mayor

By: _____
Chairman

ATTEST:

ATTEST: KEN BURKE, Clerk

By: _____
Rebecca C. Haynes, City Clerk

By: _____
Deputy Clerk
(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Andrew Dickman, City Attorney

By: _____
Office of the County Attorney

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

Issue Considered: Request approval of Addendum #1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of 25,370.00 for expanded survey limits.

Date: February 12, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City approved the Professional Services Agreement with Kimley-Horn and Associates, Inc. on November 27, 2018 for Design and Permitting of the Sanitary Sewer Force Main North Project. The initial proposal from Kimley-Horn included a reduced survey scope of work in order to manage costs to known needs and not speculation. Addendum #1 includes survey work required, based on the progression of the design, to identify the most cost effective and constructible path for the new force main to traverse within Gulf Boulevard and Gulf Winds Drive.

Funding: CIP – Sanitary Sewer North
101-6107-535-5639

Requested Motion: “I move to approve Addendum #1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of 25,370.00 for expanded survey limits.”

Attachment: Addendum #1

**Reviewed by the
City Manager:**



FIRST ADDENDUM
TO SANITARY SEWER NORTH FORCE MAIN EXTENSION

THIS ADDENDUM ("Addendum") is made to that certain Agreement for the Sanitary Sewer North Force Main Extension ("Agreement") executed as of the 5th day of December 2018 ("Effective Date") by and between CITY OF ST. PETE BEACH ("City") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant") (collectively the "Parties") in connection with providing the undergrounding of public utilities.

The purpose of this addendum is to amend the Agreement to include additional services to be provided by Consultant. Specifically, the Parties agree to amend Section 2 of the Agreement by adding subparagraph 2.5 which shall read:

Provide additional services in accordance with Amendment 1 attached as Exhibit "D". Compensation for additional services will be paid in accordance with Section 4 of the Agreement.

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.

KIMLEY-HORN AND ASSOCIATES, INC.:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By:

By: Wayne Saunders

Its:

Its: City Manager

Date: _____

Date: _____

EXHIBIT “D”

(Amendment 1)



**AMENDMENT 01 TO PO #19-005616
December 20, 2018**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Contract for Professional Services for the Sanitary Sewer North Force Main Extension dated in December 5, 2018, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

Sanitary Sewer North Force Main Extension – Amendment 01

GENERAL CATEGORY OF SERVICES:

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

SPECIFIC SCOPE OF SERVICES:

Task 1 – Additional Survey

- A. See attached scope of services.

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1 for a Lump Sum fee of \$25,370.00. Invoicing and payment will be in accordance with the terms and conditions of the Contract for Professional Services for the Sanitary Sewer North Force Main Extension dated in December 5, 2018.

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

Task 1 – Additional Survey

TOTAL	\$25,370.00
--------------	--------------------

ADDITIONAL SERVICES (if required):

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

METHOD OF COMPENSATION:

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

OTHER SPECIAL TERMS OF IPO:

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

George F. Young, Inc.

EXHIBIT A BASIC SCOPE OF SERVICES

- Project site is along Gulf Winds Dr. and Boca Ciega Dr. commencing at a gravity manhole on Gulf Blvd. at 59th Ave and ending at Boca Ciega Dr. and 87th Ave. And at a proposed lift station on the west side of Gulf Blvd. at 58th Ave. on St. Pete Beach, FL. as depicted on Client provided aerials.
- George F. Young, Inc. (GFY) to provide Additional Topographic Survey (curbs to right of way)

Survey Services

- Topographic survey from curb to right of way every 50' with high points and low points including above ground features such as curb, trees with a diameter of 4" and larger, sidewalk, above ground utilities, driveways, overhead utility lines will be identified and horizontally located (not vertically), sanitary sewer and storm sewer of Boca Ciega Dr. to the returns of intersecting roads, from the northeasterly side of Gulf Boulevard and 59th Ave north along Gulf Boulevard to Gulf Winds Dr. North along Gulf Winds Dr to 71st Ave. East on 71st Ave to Boca Ciega Dr , north on Boca Ciega Dr to the south side of 87th Ave. **(1.52 miles+/-)**
- Additional topographic survey of Gulf Boulevard near the proposed lift station site on the west side of Gulf Boulevard just south of 59th Avenue to the north side of 58th Avenue.
- Expected vertical accuracies of hard shots on pavement will be 0.05 feet and ground shots will be 0.10 feet.
- Elevations shall be collected in sufficient density to create an accurate digital terrain model.
- Shrubs and bushes will be excluded.

Datum

Use existing control to be:

- a) Vertical Control for project limits (NAVD1988)
- b) Horizontal Control for project limits NAD83 (2011)

Deliverables

- Elevations shall be collected in sufficient density to create an accurate digital terrain model.
- Deliverables will include AutoCAD Civil 3D. An electronically signed and sealed survey.
- Depict in cad file, additional Topographic Survey as described above.

EXCLUSIONS

The following items are specifically excluded from the above Basic Scope of Services:

1. Any work associated with location of potable or reclaimed water service lines, gravity sanitary sewer laterals, storm sewers or underdrains.
2. Any work associated with survey other than that provided herein.
3. Any work associated with the vertical location of over head utility lines.
4. A title search will not be obtained for this project.
5. Any work associated with location of shrubs and bushes.

COMPENSATION SCHEDULE

Client shall pay Consultant for Basic Services set forth in Exhibit A in accordance with item A & C below:

A: LUMP SUM FEE

1. A Lump Sum Fee of
Survey Services: **Additional survey from curb to right of way \$21,470.00 (Twenty One Thousand Four Hundred Seventy Dollars and Zero Cents)**
Survey Services: **Additional survey along Gulf Boulevard south to 58th Ave \$3,900.00 (Three Thousand Nine Hundred Dollars and Zero Cents)**

Total Fee: \$25,370.00 (Twenty Five Thousand Three Hundred Seventy Dollars and Zero Cents)

Based upon the following assumed distribution of compensation:

2. Consultant may alter the distribution of compensation within the individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum Fee for each Task for the Basic Services unless approved by the Client.
3. The portion of the Lump Sum Fee amount billed for Consultant's services will be based upon Consultant's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum Fee.

B: HOURLY

1. On an hourly basis at our prevailing standard hourly rates. (Current rate schedule attached.)

C: RETAINER:

1. The Client shall make an initial payment of \$ 0.00 (retainer) upon execution of this Agreement. Upon receipt of this retainer payment, the Consultant shall commence services as provided for under this Agreement. This retainer shall be held by the Consultant and applied against the final invoice. In the event the amount of the final invoice exceeds the final invoice, the Consultant shall refund the balance with the final invoice. If the final invoice exceeds the retainer the Client shall promptly remit the amount due.

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

Issue Considered: Request approval of Addendum #1 to the Professional Services Agreement with Stanley Consultants, Inc., in the amount of \$105,400.00 for expanded survey limits.

Date: February 12, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City approved the Professional Services Agreement with Stanley Consultants, Inc. on November 27, 2018 for Design and Permitting of the Sanitary Sewer Force Main South Project. The initial proposal from Stanley included a reduced survey scope of work in order to manage costs to known needs and not speculation. Addendum #1 includes survey work required, based on the progression of the design, to identify the most cost effective and constructible path for the new force main to traverse within Gulf Boulevard.

Funding: CIP – Sanitary Sewer South
101-6107-535-5640

Requested Motion: “I move to approve Addendum #1 to the Professional Services Agreement with Stanley Consultants, Inc., in the amount of \$105,400.00 for expanded survey limits.”

Attachment: Addendum #1

**Reviewed by the
City Manager:** WS

FIRST ADDENDUM
TO SANITARY SEWER FORCE MAIN 3 EXTENSION

THIS ADDENDUM ("Addendum") is made to that certain Agreement for the Sanitary Sewer Force Main 3 Extension ("Agreement") executed as of the 5th day of December 2018 ("Effective Date") by and between CITY OF ST. PETE BEACH ("City") and STANLEY CONSULTANTS, INC. ("Consultant") (collectively the "Parties") in connection with providing the undergrounding of public utilities.

1. The purpose of this addendum is to amend the Agreement to include additional services to be provided by Consultant. The Parties agree to amend Section 2 of the Agreement by adding subparagraph 2.5 which shall read:

2.5 Basic Services.

- a. Attend two additional meetings including business informational meeting and 30% review.
- b. Topographic survey. Perform additional Topographic Survey from back of curb (west side) to center line of Gulf Boulevard (half of the road), from 37th Ave to 55th Avenue including 55th Ave.
- c. Surface utility designation and location to include:
 - i. Perform Quality Level "B" Surface Utility Designation utilizing electromagnetic designating equipment and Ground Penetrating Radar (GPR) to designate and mark horizontal location of found utility lines within the roadway from face of curb to face of curb along Gulf Blvd from the south right-of-way line of 37th Ave. to the south right-of-way line of 55th Ave. including 55th Ave to east of Gulf Blvd to include pump station (PS 2) and wet well.
 - ii. Perform Quality Level "A" Location to include up to 50 test holes (Soft Digs) (VVH–verified vertical and horizontal) on found utilities along the proposed force main alignment.
 - iii. Approach for each test hole shall involve:
 - Neatly cut and remove existing pavement or other surface material (not to exceed 225 square inches per cut).
 - Excavate material through the cut down to the utility in a way that prevents damage to wrappings, coatings or other protective coverings of the utilities.
 - Backfill and compact with select material around the utility.
 - Provide restoration of the surface pavement, within the limits of the cut, at the time of the backfill.

d. Additional Services. The following Additional Services are not included in Basic Services and are at Client's option. These services, if exercised by Client and agreed to by Consultant, shall be paid for in addition to compensation for Basic Services. Consultant will not proceed with performance of any Additional Services unless they are duly authorized, in writing, by Client.

- i. Perform additional test holes (Soft Digs) beyond number listed in Basic Services.
- ii. File fees, permit fees, prints, or any other out of pocket expenses other than those specifically included.
- iii. Conduct biological, ecological or environmental studies, traffic studies or geotechnical services.
- iv. Survey of sprinkler systems, sidewalks, signs, planters, shrubs, trees, fences, walls, hydrants, electrical boxes and communications boxes/transformers and height or elevations of overhead lines.
- v. Perform work associated with handling of hazardous materials

e. Time of Beginning and Completion. January 2018 – July 2019.

2. Compensation for additional services required by this Addendum will be paid in accordance with Section 4 of the Agreement.

3. 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.

4. 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.

[SIGNATURE PAGE TO FOLLOW]

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

STANLEY CONSULTANTS, INC.:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By:

By: Wayne Saunders

Its:

Its: City Manager

Date: _____

Date: _____

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

Issue Considered: Approve Change Order #11 to the purchase agreement with Gibbs & Register, Inc for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$162,096.80.

Date: February 12, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Change Order #11 to Phase II of the Pass-a-Grille Way reconstruction covers five change order requests relating to the Stormwater, Reclaimed Water, Roadway, and Electrical Undergrounding infrastructure included in this project. These items include the relocation of a Stormwater structure, two additional conflict structures, redesign of the roadway to account for unsuitable base, reclaimed water reconfiguration, and conduit installation to maintain electrical service to an existing private street light.

Change Order #11 results in sixteen (16) additional days added to the contract duration.

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

Requested Motion: “I move to approve Change Order #11 to the purchase agreement with Gibbs & Register, Inc for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$162,096.80.”

Attachment: Change Order #11

**Reviewed by the
City Manager:** WS



CHANGE ORDER NO. 11

PROJECT IDENTIFICATION:

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

CONTRACTOR: Gibbs and Register, Inc.

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

The Contract is changed as follows:

1. *Additional scope of work for: STORMWATER – COR 21 Relocate SW 3-5 & COR 26 Conflict Boxes at 6th & 7th Ave; ROADWAY - COR 22.R Roadway Reconstruction; RECLAIMED – COR 24 12x12 Tap Sleeve at 15th Ave; UNDERGROUNDING – COR 25 Conduit at 17th Ave - Sixteen (16) additional days – The changes shall be made as described in G&R's price proposals COR 21, 22.R, 24, 25 & 26. Sixteen (16) additional contract days. **\$162,096.80***

Total Addition to Contract Sum (STORMWATER)	\$47,151.60
Total Addition to Contract Sum (ROADWAY)	\$96,281.62
Total Addition to Contract Sum (RECLAIMED)	\$13,064.98
Total Addition to Contract Sum (UNDERGROUNDING)	\$5,598.60

Contract Sum with prior approved Change Orders was: **\$9,103,368.89**

The Contract Sum will be increased/decreased by this Change Order for the items described above in the amount of (STORMWATER, ROADWAY, RECLAIMED AND UNDERGROUNDING):

\$162,096.80

The new Contract Sum, including this Change Order, will be **\$9,265,465.69**

The Contract Time will be changed as follows:

+ 16 days

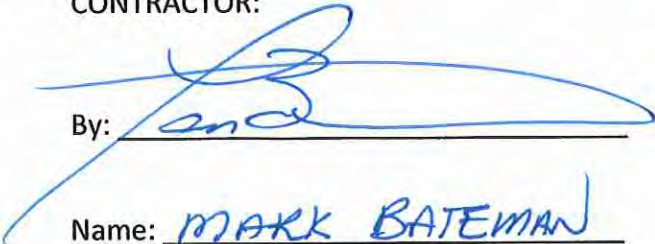
Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of Sixteen (16) calendar days to the Contract Time.

CHANGE ORDER NO. 11

OWNER/CITY:

CONTRACTOR:

By: _____

By: _____

Name: Brett Warner

Name: MARK BATEMAN

By: _____

Title: CFO

Name: Mike Clarke

Date: 1/3/19

By: _____

Name: Vincent Tenaglia

By: _____

Name: Wayne Saunders

Date: _____

SUMMARY

CHANGE ORDER REQUEST # 21 - Relocate SW-3-5

The change order proposal covers labor, equipment, material and subcontractor charges for additional scope of work related to relocation of storm structure SW-3-5 due to Baffle Box B-3 revisions

CO#	DATE	AMOUNT
21.1	8/9/2018	\$5,565.78
21.2	8/10/2018	\$4,812.48
21.3	8/16/2018	\$3,819.18
21.4	8/20/2018	\$2,025.74
21.5	Supervision	\$1,928.43
	SUBTOTAL	\$ 18,151.60

<i>Additional Contract Days Requested</i>	<i>3.0</i>
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COR # 21.2	CHANGE ORDER SUMMARY		Date: 9/25/2018
	GIBBS & REGISTER, INC. 232 S. Dillard ST. WINTER GARDEN, FLORIDA 34787 PHONE: (407) 654-6133 FAX: (407) 654-6134		
DESCRIPTION OF WORK: 8/10/2018 - FINISHED REMOVING PIPES FROM STRUCTURE SW-3-5; STARTED PROCESS TO RESET STRUCTURE IN NEW LOCATION TO ACCOMMODATE BAFFLE BOX.			
LOCATION OF WORK: 3RD AVE & PAGW			

LABOR				MATERIAL				EQUIPMENT							
CREW DESCRIPTION	NO.	TOTAL HOURS	HOURLY RATE	AMOUNT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT	SIZE AND CLASS	QTY	EQUIP NO.	TOTAL Hours	HOURLY RATE	AMOUNT
STANDARD TIME															
FOREMAN	1	8.00	\$37.50	\$300.00						JD 75 EXC	1			\$48.81	\$0.00
PIPE LAYER	1	8.00	\$20.10	\$160.80						CREW TRUCK	1		8.00	\$26.93	\$215.44
HILLMAN	1	8.00	\$17.50	\$140.00						EXC 135C/D	1		8.00	\$94.85	\$758.80
TAILMAN	1	8.00	\$14.50	\$116.00						JD544K LOADER	1			\$56.54	\$0.00
OPERATOR	1	8.00	\$20.00	\$160.00							1			\$0.00	\$0.00
										JD524K LOADER	1		8.00	\$50.77	\$0.00
										EXC 210G	1		8.00	\$100.98	\$807.84
										8" WP PUMP W/HOSES	1		8.00	\$33.08	\$264.64
OVER TIME															
FOREMAN	1.5		\$37.50	\$0.00	Materials Subtotal				\$0.00						
PIPE LAYER	1.5		\$20.10	\$0.00	Sales Tax			6.0%	\$0.00						
HILLMAN	1.5		\$17.50	\$0.00	County Option Sales Tax - 1% on first \$5,000.00			1.0%		Equipment Subtotal					\$2,452.88
TAILMAN	1.5		\$14.50	\$0.00	Material OH Bond & Profit			25.67%		Equipment OH Bond & Profit				25.67%	\$629.65
OPERATOR	1.5		\$20.00	\$0.00	TOTAL MATERIAL COSTS:				\$0.00	TOTAL EQUIPMENT COSTS:					\$3,082.53
SUBCONTRACTORS															
CONTRACT PAY ITEM ADJUSTMENTS															
					DESCRIPTION	ITEM#	UNIT	QTY	UP	AMOUNT					
										</					

COR # 21.3

CHANGE ORDER SUMMARY

Date: 9/25/2018

8/16/18 - SET STRUCTURE SW-3-5; BRICKED AND GROUTED PIPE INTO STRUCTURE. USED SHEET PILES AND METAL PLATES TO SAFE UP EXCAVATION.

DESCRIPTION OF WORK:

LOCATION OF WORK:

GIBBS & REGISTER, INC.
232 S. Dillard ST. WINTER GARDEN, FLORIDA 34787
PHONE: (407) 654-4133 FAX: (407) 654-6134

3RD AVE & PAGW

LABOR				MATERIAL				EQUIPMENT							
CREW DESCRIPTION	NO.	TOTAL HOURS	HOURLY RATE	AMOUNT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT	SIZE AND CLASS	QTY	EQUIP NO.	TOTAL Hours	HOURLY RATE	AMOUNT
STANDARD TIME															
FOREMAN	1	5.00	\$42.00	\$210.00							1			\$48.81	\$0.00
PIPE LAYER	1	5.00	\$20.10	\$100.50							1		5.00	\$26.03	\$134.65
HILLMAN	1	5.00	\$17.50	\$87.50							1		5.00	\$94.85	\$474.25
TAILMAN	1	5.00	\$14.50	\$72.50							1		5.00	\$56.54	\$282.70
OPERATOR	1	5.00	\$18.00	\$90.00							1		5.00	\$109.62	\$549.10
PIPE LAYER	1	5.00	\$19.60	\$98.00											\$0.00
HILLMAN	1	5.00	\$18.60	\$93.00							1			\$50.77	\$0.00
TAILMAN	1	5.00	\$19.60	\$98.00							1			\$0.00	\$0.00
OVER TIME															
FOREMAN	1.5		\$42.00	\$0.00	Materials Subtotal			6.0%	\$0.00		1		8.00	\$33.08	\$264.64
PIPE LAYER	1.5		\$20.10	\$0.00	Sales Tax			1.0%	\$0.00						
HILLMAN	1.5		\$17.50	\$0.00	County Option Sales Tax - 1% on first \$5,000.00			25.67%	\$0.00					25.67%	\$1,705.34
TAILMAN	1.5		\$14.50	\$0.00	Material OH, Bond & Profit										\$437.76
OPERATOR	1.5		\$18.00	\$0.00	TOTAL MATERIAL COSTS:				\$0.00						\$2,143.10
PIPE LAYER	1.5		\$19.60	\$0.00	SUBCONTRACTORS										
HILLMAN	1.5		\$18.60	\$0.00											
TAILMAN	1.5		\$19.60	\$0.00											

SUMMARY
CHANGE ORDER REQUEST # 22.R - Roadway Reconstruction

CO#	DESCRIPTION	AMOUNT
22.R1	TRENCH REPAIR WORK FROM 1ST AVE TO 5TH AVE USING ROADWAY RECONSTRUCTION DETAILS PER RFI 11 RESPONSE	\$29,240.68
22.R2	INSTALL 5" EXCAVATABLE FLOWABLE FILL (INCLUDES REMOVAL OF EXTRA 4.5" OF EXIST MATERIAL)	TBD - T&M
22.R3	CCAB MATERIAL AND TRUCKING FOR EXTRA 1/2" LEFT IN PLACE DUE TO REDUCED ASPHALT THICKNESS TO 2.5"	\$10,419.88
22.R4	SUBGRADE WORK DUE TO LACK OF EXISTING MATERIAL PER NOI'S DATED 8/01/18 AND 10/24/18	\$98,815.94
22.R5	SUPERVISION FOR SIX (6) ADDITIONAL CONTRACT DAYS - PART-TIME SUPT AND ASST. PM	\$3,856.86
22.0	MILLING AND PAVING CREDIT - sent 11/18/18	\$ (46,051.74)
	SUBTOTAL	\$ 96,281.62

<i>Additional Contract Days Requested</i>	<i>6.0</i>
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22.R2 Flowable fill work next in trenches next to brick areas to be completed using T&M option

St. Pete Beach City Commission Agenda Report

Issue Considered: Appointment(s) to the Pinellas County Flood Risk and Mitigation Public Information Working Group.

Date: February 12, 2019

Prepared By: Wesley Wright, Community Development Director

Through: Wayne Saunders, City Manager

Summary of Issue: The Program for Public Information (PPI) is expanding its reach as they cover the basic of the CRS PPI requirements as well as evaluating Flood Insurance Coverage, Floodplain Management, and Flood Warning and Response. A new Work Group is being established to provide input to the existing multijurisdictional Local Mitigation Strategy Working Group. This coordinated effort will improve consistency in messaging countywide and will avoid duplication of efforts. This is an opportunity to work closely with each other to:

- Identify flood information needs, target audiences, and associated messages
- Coordinate projects (countywide and jurisdictional) to relay flood information
- Identify flood risks and potential mitigation opportunities
- Identify partnership opportunities
- Provide support to LMS WG

The City of St. Pete Beach currently receives 278 CRS points for its participation. If the City of St. Pete Beach plans to participate in this multijurisdictional program we are required to have:

- Four working group members (2 staff; Wesley Wright, Community Development and Bill Palmer, Building Official and 2 Community stakeholders). We are requesting the Commission appoint two Community stakeholders.

Mark Grill, Resident/Planning Board Member has indicated he is interested in serving as a stakeholder. A second stakeholder is needed.

- A quorum present at all of the three meetings per year (1 staff and 1 stakeholder must attend all meetings), including the kickoff on 1/31.

Funding: N/A

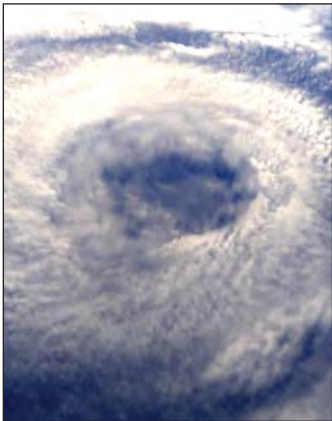
Requested Motion: “I move to appoint _____ and _____ as Community stakeholders for the Pinellas County Flood Risk and Mitigation Information Working Group.”

Attachments: Flyer: You can help create the next Pinellas County all-hazards plan

**Reviewed by
City Manager:** WS



You can help create the next Pinellas County all-hazards plan



The Pinellas County **Local Mitigation Strategy (LMS)** is a multi-jurisdictional all-hazards plan. Its purpose is to assess our community's risk from natural and manmade disasters and identify projects that will reduce loss of life and property. Having this plan in place makes local governments, businesses, non-profits and residents in the county eligible to apply for federal hazard mitigation grant funding. The LMS also serves as the county's floodplain management plan and earns credit under the Community Rating System (CRS) program, which provides flood insurance premium discounts to each participating jurisdiction.

The Federal Emergency Management Agency (FEMA) requires the entire plan to be updated every five years. The Florida Division of Emergency Management and the CRS require certain sections to be updated annually, including the planned mitigation projects.



The LMS takes a whole-community approach by bringing public and private partners together to update the plan. County and municipal governments, other governmental agencies, local universities, businesses, non-profits and residents are all encouraged to contribute.

This year we are forming an LMS Stakeholder Working Group to help with our next FEMA update. If you live or work in the County or one of its municipalities and would like to participate in this effort, please contact:

Chris Moore at cdmoore@pinellascounty.org
or (727) 464-8219

Members of the LMS Stakeholder Working Group will be tasked with providing input on the plan update and attending three meetings per year.

To find out more about the LMS, please visit PinellasLMS.org.



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

Issue Considered: Review of Responses to Request for Qualifications for Lobbyist Services and selection of firm determined to be most qualified.

Date: February 12, 2019

Prepared By: Wayne Saunders, City Manager

Summary of Issue: The City advertised a Request for Qualifications (RFQ) for Lobbyists. Six Responses were received from the following: Smith, Dawson & Andrews, CLD & Associates, LLC, Suskey Consulting, LLC, Gray Robinson, P.A., The Ferguson Group and Capital City Consulting, LLC. Responses are available with Commission packets.

Funding: Reserves or reallocation

Requested Motion: “I move to authorize the City Manager and City Attorney to negotiate an agreement with _____ for Lobbyist Services.”

Attachment: N/A

Reviewed by the City Manager: *WS*

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

Issue Considered: Ordinance 2019-01: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida to amend the Future Land Use Map of the City of St. Pete Beach Comprehensive Plan from INS Institutional District to RM Residential District.

Date: February 12, 2019

Prepared By: Wesley T. Wright, Community Development Director

Through: Wayne Saunders, City Manager

Summary of Issue: Applicant requests to amend the Future Land Use Map of the City of St. Pete Beach Comprehensive Plan from INS Institutional District to RM Residential District.

The Planning Board heard the application on December 17, 2018 and recommended approval to the City Commission with a 3 to 0 vote.

The property is developed with an elevated structure that was used as a private school (AMI Kids Pinellas) with approximately 7,834 of total building heated square-footage and 12,376 gross area square-footage. The elevated structure was constructed in 1991. The structure currently is vacant. The property also has two docks, a fence, patio/deck and other amenities. The property is surrounded by residential and multi-family uses.

The request would change the land use designation on the Future Land Use Map from INS-Institutional District to the RM- Residential Medium District to possibly allow for utilization for a future development.

Staff recommends approval. The proposal as outlined is consistent with the policies of the Comprehensive Plan. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent properties and other properties in the area.

Funding: N/A

Requested Motion: "I move to approve Ordinance 2019-01 on first reading (read title)."

Attachment: Ordinance 2019-01
Staff Report
Application of request

**Reviewed by the
City Manager:**

WS

Ordinance 2019-01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITY OF ST. PETE BEACH FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN BY REDESIGNATING APPROXIMATELY 0.316 ACRES FROM THE INSTITUTIONAL DISTRICT (INS) TO THE RESIDENTIAL MEDIUM DISTRICT (RM); PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR APPLICABILITY; PROVIDING FOR MODIFICATION THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach has received an application for the amendment of the Future Land Use Designation of the property described herein from the owners thereof; and

WHEREAS, the City's local planning agency has reviewed this ordinance, found it to be consistent with the City's adopted comprehensive plan and has recommended approval thereof; and

WHEREAS, the City Commission, has found this ordinance to be consistent with the City's adopted comprehensive plan; and

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

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

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

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

SECTION 2. The Comprehensive Plan of the City of St. Pete Beach, Florida is hereby amended by amending the Future Land Use Plan Map incorporated therein for the property generally located at 3101 Pass-a-Grille Way, Don Ce-Sar Place, Section 7, Township 32 South, from INS Institutional District to RM Residential Medium District.

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

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

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

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**DEPARTMENT OF COMMUNITY DEVELOPMENT
FUTURE LAND USE AMENDMENT AND
ZONING MAP AMENDMENT
STAFF FINDINGS REPORT
TO THE
ST. PETE BEACH CITY COMMISSIONERS**

APPLICATION NUMBER: CPA/ZM-18-00023 - M. David Feinberg Jr., for Sea Biscuit Properties LLC

PREPARED BY: Community Development Staff

MEETING DATE: February 12, 2019

This application is a request to amend the Future Land Use Map of the Comprehensive Plan, and to amend the Zoning Map of the Land Development Code.

FUTURE LAND USE MAP REQUEST:	From: INS- Institutional District To: RM- Residential Medium District
ZONING MAP REQUEST:	From: INS- Institutional District To: RM- Residential District
LOCATION:	3101 Pass-a-Grille Way; Parcel number 07-32-16-21852-025-0000; more specifically, Parcel B, Plat Book 13, Page 15. A complete legal description of the property is on file with Community Development.
ACREAGE:	Approximately 0.316 acres (13,786 square feet)
SURROUNDING FUTURE LAND DESIGNATIONS:	North – RM- Residential Medium South – RU- Residential Urban East – P- Preservation West – RM- Residential Medium
SURROUNDING ZONING MAP DESIGNATIONS:	North – RM- Residential District South – RU-2/PAG- Residential District/ Pass-a-Grille Overlay East – P- Preservation West – RM/PAG- Residential District/ Pass-a-Grille Overlay
SURROUNDING EXISTING USES:	North – Marina Bay Condos South – Single-family residence East – Fuller Island West – Single-family residences

BACKGROUND

The Planning Board heard the application on December 17, 2018 and recommended approval to the City Commission with a 3 to 0 vote.

In 1974 (Case No. 323) the property was granted a special exception to operate a school in the R-3 Multiple family (low rise) Residential District. In 2003 (via Ordinance 2003-08) the zoning districts were changed and three new districts were added (INS- Institutional District, R/OS- Recreation/Open Space District, and the-Transportation/Utility District). The R-3 District was changed to the RM-Residential District. However, in 2003 this property was given the designation of one of the new land uses of INS-Institutional District.

The property is developed with an elevated structure that was used as a private school (AMI Kids Pinellas) with approximately 7,834 of total building heated square-footage and 12,376 gross area square-footage. The elevated structure was constructed in 1991. The structure currently is vacant. The property also has two docks, a fence, patio/deck and other amenities. The property is surrounded by residential and multi-family uses.

The applicant attended the Technical Review Committee (TRC) on October 17, 2018 and provided some verbal comments. The applicant stated that it is the intention that the structure be converted into a multi-family development. The tentative plan is to have four, three bedroom, two bathroom units. It was also stated that the applicant may be utilizing a third floor, or at least a portion of the existing deck for living area. They would be utilizing the existing parking spaces and may upgrade the surface. The applicant discussed that the previous school had 60 children and 15 teachers, and believed the use on the City's infrastructure would be reduced. He was advised that concurrency would need to be demonstrated at the time of permitting.

SUMMARY OF AGENCY COMMENTS: No comments have been received from state agencies at this time.

SUMMARY OF PUBLIC COMMENTS: As of this writing, no comments have been received for this application.

REQUEST FOR LAND USE CHANGE

1. Concurrency

- a. Sanitary Sewer – The sanitary sewer is under a moratorium but the City is looking to improve the service.
- b. Potable Water – The property will have to coordinate with Pinellas County, but the site currently has potable water.
- c. Solid Waste – Removal of solid waste will be from a private provider.
- d. Drainage – The site will be required to be designed to meet all applicable stormwater design standards at the time of permitting.

2. Consistency with the Land Development Code –The applicant will be required to meet all LDC standards at the time of permitting.

3. **Consistency with the Comprehensive Plan** – All development applications shall demonstrate complete compliance with the Comprehensive Plan.

FUTURE LAND USE ELEMENT

Objective 2.4- Consistent with this comprehensive plan, as amended, the City of St. Pete Beach shall enhance and protect the City's character through the encouragement of redevelopment which ensures an orderly and aesthetic mixture of land uses.

TRANSPORTATION ELEMENT

Policy 1.1.3-The City shall assess new development or redevelopment an equitable pro rata share of the costs to provide road-way improvements to serve the development or redevelopment, as established by the Pinellas County impact fee schedule.

INFRASTRUCTURE PLAN ELEMENT

Objective 1.1- The City of St. Pete Beach shall continue to implement procedures, in cooperation with its sewage, solid waste and potable water system providers to ensure that development permits are issued only when adequate facility capacity is available to serve the development.

Policy 1.1.1

Level of service standards shall be:	
Facility	Level of Service Standard
Sanitary Sewer	149.4 gallons per day per capita
Solid Waste	1.3 tons per person per day
Potable Water	120 gallons per day per capita

Policy 1.1.4- Prior to the issuance of a building permit for future development and/or redevelopment activities, the City shall consult with Pinellas County Utilities to ensure that adequate potable water supplies and facilities will be available by the anticipated issuance date of the certificate of occupancy.

Policy 1.1.5- The land development regulations and development review procedures shall be used to ensure that all adopted levels of service are maintained. All new development and redevelopment proposals shall be reviewed under the city's Concurrency Management System Ordinance to ensure the level of service standards established in this element shall be maintained.

Staff Comment: While no project is proposed for this parcel at this time, any project will be subject to the above objectives and policies.

4. **Compatibility with Adjacent Land Uses** – The property lies immediately adjacent to residential and multi-family uses.

5. **Transportation** –The site would obtain access from Pass-a-Grille Way.

ANALYSIS

The request would change the land use designations on the Future Land Use Map and Zoning Map from INS-Institutional District to the RM- Residential Medium District to possibly allow for utilization for a future development.

Division 17 of the Land Development Code describes the INS District as intended for the establishment of private institutional uses and public facilities in those areas designated within the INS Institutional land use category on the Future Land Use Map. Such uses may include ancillary commercial and residential uses, such as gift shops and residence halls, which are clearly subordinate to the principle use of the property. The permitted principal uses and structures are as follows: places of worship with fewer than 100 seats in the main sanctuary, utility substations and/or rights-of-way, and public facilities, including public parks and other public recreational uses. The uses allowable with an approved conditional use application are as follows: places of worship with 100 seats or more in the main sanctuary, residential structures as an ancillary use to the institution, commercial docks - Classes B and C only, clubs, private and community service, schools, public, private or charter, and social service agencies.

Division 12 of the Land Development Code describes the RM District as intended for residential areas designated within the RM Residential Medium land use category on the future land use maps. Certain other structures and uses required to serve governmental, religious and non-commercial recreational needs of such areas may be permitted, subject to restrictions and requirements intended to preserve the character of such district. The permitted principal uses and structures are as follows: *residential dwellings* — attached and detached single-family, multifamily and two-family. Such dwellings may be used for transient occupancy, so long as any transient occupancy of less than 30 days does not occur more than three times in any 12-month period on any parcel. The uses allowable with an approved conditional use application are as follows: assisted living facilities, daycare center/kindergarten, recreational—public parks and/or recreational facilities, schools, public or private, and utility substations and/or rights-of-way.

The table below would show the differences in the existing land use and zoning of Institutional District and the Residential Medium District as follows:

	INS-Institutional District	RM- Residential Medium
Permitted principal uses	Places of Worship (limited), utility substations, rights-of-way, public facilities	Residential dwellings
Residential Density	Allowable ancillary residential density shall be 12.5 units per acre for places of worship and 7.5 units per acre for all other uses. (2 Units)	15 units per acre (4 Units)
FAR	0.65	0.50
ISR	0.80	0.70 residential 0.75 non-residential

The subject parcel is 0.316 acres; the increase in density could be 2 units.

The floor area ratio (FAR) would decrease from 0.65 to 0.50.

The ISR would decrease from 0.80 to either 0.70 for a residential use or 0.75 for a non-residential use.

STANDARDS FOR REVIEW

In reviewing the application for a rezoning, Staff, the Planning Board, and the City Commission shall consider whether the proposed rezoning is consistent with and furthers the goals, policies, and action strategies of the Comprehensive Plan. In addition, the Planning Board and City Commission shall consider the following:

- a. **Whether the proposed change would be contrary to the land use plan and would have an adverse effect on the plan. The planning board and city commission shall review the request considering the most intense use permitted in the requested zone district;** *The permitted uses allowed in the RM-Residential Medium District are residential. This is less intense than what is allowable currently in the Institutional District.*
- b. **Compatibility with adjacent properties and the existing land use pattern;** *The compatibility would increase as the applicant proposes a land use change and zoning change from Institutional District to Residential Medium District. The property is surrounded by residential uses.*
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- d. **The population density pattern and increase in demand for public utilities or services, including potable water supply, sanitary sewer capacity, law enforcement or fire suppression;** *The previous use was a school. The proposed new use if the application is approved could be multi-family (as stated by the applicant) and the demand on the public utilities and/or services should be reduced. The applicant will have to demonstrate this at the time of permitting.*
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PROPOSED FINDINGS OF FACT – LAND USE CHANGE

- 1.** The request is to re-designate approximately 0.316 acres from the Institutional District to the Residential Medium District.
- 2.** The site lies immediately adjacent to residential and multi-family uses.
- 3.** The proposed amendment would reduce the spot zoning in the general area. The land uses surrounding the property are residential in nature.
- 4.** Concurrency would need to be demonstrated if the proposed use required sanitary sewer, potable water, solid waste and drainage.

STAFF RECOMMENDATION

It has been determined that the reviewing body (City Commission) may recommend approval of the application. The proposed land use and zoning amendment does not pose compatibility issues based on the existing surrounding land uses. The proposal as outlined is consistent with the policies of the Comprehensive Plan. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent properties and other properties in the area. Based on the findings of fact and the analysis, staff recommends Approval of the Comprehensive Plan Amendment and the Zoning Amendment.



City of St. Pete Beach
Community Development Department
155 Corey Avenue
St. Pete Beach, Florida 33706
727-367-2735
www.stpetebeach.org

APPLICATION FOR TEXT/MAP AMENDMENT

(Check appropriate boxes)

- ☐ Comprehensive Plan Text Amendment
☒ Future Land Use Map Amendment
☐ Land Development Code Text Amendment
☒ Zoning Map Amendment

Case Number: 18-00023

SUBJECT PROPERTY (N/A for text amendments):

Legal

Description

(See Attached)

Address:

3101 PASS-A-GRILLE WAY

Parcel ID:

07-32-16-21852 025-0000

Current

Proposed

Current

Proposed

Zoning

Zoning

FLUM

FLUM

Category:

INS

Category:

RM

Category:

Category:

Lot area:

13,786 square feet (0.316 acres m.o.l.)

APPLICANT:

M. David Feinberg Jr.
Helen Hough Feinberg

AGENT (must have agent authorization):

Name:

Sea Biscuit Properties LLC

Name:

Address:

2701 Sunset Way

Address:

City:

St. Pete Beach

State:

Florida

City:

State:

Zip:

33706

Telephone:

727.643.6007

Zip:

Telephone:

Email:

Davefeinberg@me.com

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APPLICATION FEES

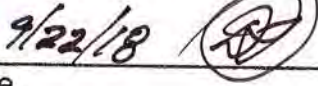
Land Development Code Text change	\$800.00 plus direct mailing costs
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Comprehensive Plan Amendment (not in CRD)	<u>\$2,500.00</u> plus direct mailing costs ✓
Comprehensive Plan Amendment (in CRD)	\$3,000.00 plus direct mailing costs

THE FOLLOWING ITEMS MUST BE INITIALED BY OWNER OR AGENT:

- 
☒ I understand that the Planning Board's action is not final. It must be approved by the City Commission.
- ☒ I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 days after the Commission decision; otherwise, the decision shall be final.
- ☒ I understand that I, as the applicant, or an authorized representative must be present at all scheduled public meetings on the application.



 Owner / Agent Signature



 Date

LEGAL DESCRIPTION: (PROVIDED TO SURVEYOR)

THE FOLLOWING PARCEL OF LAND LYING AND BEING IN DON CE-SAR PLACE, SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGES 15 THROUGH 20. MORE PARTICULARLY DESCRIBED AS THE SOUTH 125 FEET OF BLOCK B. TOGETHER WITH THAT CERTAIN STRIP OF LAND TEN (10) FEET IN WIDTH LYING ADJACENT TO THE EASTERLY BOUNDARY OF THE SOUTH 125 FEET OF BLOCK B, AND BEING OUTSIDE OF AND INCLUDING THE SEAWALL, SAID 10-FOOT STRIP OF LAND SHOWN AS "10' RESERVED" ON THE PLAT OF DON CE-SAR PLACE, SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGES 15 THROUGH 20, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
SEA BISCUIT PROPERTIES, LLC

Filing Information

Document Number L04000016560
FEI/EIN Number 20-0810235
Date Filed 03/02/2004
State FL
Status ACTIVE

Principal Address

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Changed: 03/02/2017

Mailing Address

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Changed: 03/02/2017

Registered Agent Name & Address

FEINBERG, M. DAVID JR.
2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Address Changed: 03/02/2017

Authorized Person(s) Detail

Name & Address

Title MGR

FEINBERG, M. DAVID JR
2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Annual Reports

Report Year	Filed Date
2016	04/05/2016
2017	03/02/2017
2018	03/14/2018

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L04000016560

Entity Name: SEA BISCUIT PROPERTIES, LLC

Current Principal Place of Business:

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Current Mailing Address:

2701 SUNSET WAY
ST. PETE BEACH, FL 33706 US

FEI Number: 20-0810235

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FEINBERG, M. DAVID JR.
2701 SUNSET WAY
ST. PETE BEACH, FL 33706 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name FEINBERG, M. DAVID JR
Address 2701 SUNSET WAY
City-State-Zip: ST, PETE BEACH FL 33706

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: M. DAVID FEINBERG, JR.

MGR

03/14/2018

Electronic Signature of Signing Authorized Person(s) Detail

Date

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

Issue Considered: Ordinance 2019-02: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida to amend the Zoning Map of the City of St. Pete Beach Land Development Code from INS Institutional District to RM Residential District.

Date: February 12, 2019

Prepared By: Wesley T. Wright, Community Development Director

Through: Wayne Saunders, City Manager

Summary of Issue: Applicant requests to amend the Zoning Map of the City of St. Pete Beach Land Development Code from INS Institutional District to RM Residential District.

The Planning Board heard the application on December 17, 2018 and recommended approval to the City Commission with a 3 to 0 vote.

The property is developed with an elevated structure that was used as a private school (AMI Kids Pinellas) with approximately 7,834 of total building heated square-footage and 12,376 gross area square-footage. The elevated structure was constructed in 1991. The structure currently is vacant. The property also has two docks, a fence, patio/deck and other amenities. The property is surrounded by residential and multi-family uses.

The request would change the zoning designation on the Zoning Map from INS-Institutional District to the RM-Residential Medium District to possibly allow for utilization for a future development.

Staff recommends approval. The proposal as outlined is consistent with the policies of the Comprehensive Plan. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent properties and other properties in the area.

Funding: N/A

Requested Motion: "I move to approve Ordinance 2019-02 on first reading (read title)."

Attachment: Ordinance 2019-02
Staff Report
Application of request

**Reviewed by the
City Manager:**

WS

Ordinance 2019-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITY OF ST. PETE BEACH ZONING MAP OF THE CITY'S LAND DEVELOPMENT CODE BY REDESIGNATING APPROXIMATELY 0.316 ACRES FROM THE INSTITUTIONAL DISTRICT (INS) TO THE RESIDENTIAL MEDIUM DISTRICT (RM); PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR APPLICABILITY; PROVIDING FOR MODIFICATION THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach has received an application for the amendment of the Official Zoning Map of the property described herein from the owners thereof; and

WHEREAS, the City's local planning agency has reviewed this ordinance, found it to be consistent with the City's adopted comprehensive plan and has recommended approval thereof; and

WHEREAS, the City Commission, has found this ordinance to be consistent with the City's adopted comprehensive plan; and

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

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

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

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

SECTION 2. The Land Development Code of the City of St. Pete Beach, Florida is hereby amended by amending the Official Zoning Map incorporated therein by changing the zoning district of the property generally located at 3101 Pass-a-Grille Way, Don Ce-Sar Place, Section 7, Township 32 South, from INS Institutional District to RM Residential Medium District.

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

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the

legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

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

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**DEPARTMENT OF COMMUNITY DEVELOPMENT
FUTURE LAND USE AMENDMENT AND
ZONING MAP AMENDMENT
STAFF FINDINGS REPORT
TO THE
ST. PETE BEACH CITY COMMISSIONERS**

APPLICATION NUMBER: CPA/ZM-18-00023 - M. David Feinberg Jr., for Sea Biscuit Properties LLC

PREPARED BY: Community Development Staff

MEETING DATE: February 12, 2019

This application is a request to amend the Future Land Use Map of the Comprehensive Plan, and to amend the Zoning Map of the Land Development Code.

FUTURE LAND USE MAP REQUEST:	From: INS- Institutional District To: RM- Residential Medium District
ZONING MAP REQUEST:	From: INS- Institutional District To: RM- Residential District
LOCATION:	3101 Pass-a-Grille Way; Parcel number 07-32-16-21852-025-0000; more specifically, Parcel B, Plat Book 13, Page 15. A complete legal description of the property is on file with Community Development.
ACREAGE:	Approximately 0.316 acres (13,786 square feet)
SURROUNDING FUTURE LAND DESIGNATIONS:	North – RM- Residential Medium South – RU- Residential Urban East – P- Preservation West – RM- Residential Medium
SURROUNDING ZONING MAP DESIGNATIONS:	North – RM- Residential District South – RU-2/PAG- Residential District/ Pass-a-Grille Overlay East – P- Preservation West – RM/PAG- Residential District/ Pass-a-Grille Overlay
SURROUNDING EXISTING USES:	North – Marina Bay Condos South – Single-family residence East – Fuller Island West – Single-family residences

BACKGROUND

The Planning Board heard the application on December 17, 2018 and recommended approval to the City Commission with a 3 to 0 vote.

In 1974 (Case No. 323) the property was granted a special exception to operate a school in the R-3 Multiple family (low rise) Residential District. In 2003 (via Ordinance 2003-08) the zoning districts were changed and three new districts were added (INS- Institutional District, R/OS- Recreation/Open Space District, and the-Transportation/Utility District). The R-3 District was changed to the RM-Residential District. However, in 2003 this property was given the designation of one of the new land uses of INS-Institutional District.

The property is developed with an elevated structure that was used as a private school (AMI Kids Pinellas) with approximately 7,834 of total building heated square-footage and 12,376 gross area square-footage. The elevated structure was constructed in 1991. The structure currently is vacant. The property also has two docks, a fence, patio/deck and other amenities. The property is surrounded by residential and multi-family uses.

The applicant attended the Technical Review Committee (TRC) on October 17, 2018 and provided some verbal comments. The applicant stated that it is the intention that the structure be converted into a multi-family development. The tentative plan is to have four, three bedroom, two bathroom units. It was also stated that the applicant may be utilizing a third floor, or at least a portion of the existing deck for living area. They would be utilizing the existing parking spaces and may upgrade the surface. The applicant discussed that the previous school had 60 children and 15 teachers, and believed the use on the City's infrastructure would be reduced. He was advised that concurrency would need to be demonstrated at the time of permitting.

SUMMARY OF AGENCY COMMENTS: No comments have been received from state agencies at this time.

SUMMARY OF PUBLIC COMMENTS: As of this writing, no comments have been received for this application.

REQUEST FOR LAND USE CHANGE

1. Concurrency

- a. Sanitary Sewer – The sanitary sewer is under a moratorium but the City is looking to improve the service.
- b. Potable Water – The property will have to coordinate with Pinellas County, but the site currently has potable water.
- c. Solid Waste – Removal of solid waste will be from a private provider.
- d. Drainage – The site will be required to be designed to meet all applicable stormwater design standards at the time of permitting.

2. Consistency with the Land Development Code –The applicant will be required to meet all LDC standards at the time of permitting.

3. **Consistency with the Comprehensive Plan** – All development applications shall demonstrate complete compliance with the Comprehensive Plan.

FUTURE LAND USE ELEMENT

Objective 2.4- Consistent with this comprehensive plan, as amended, the City of St. Pete Beach shall enhance and protect the City's character through the encouragement of redevelopment which ensures an orderly and aesthetic mixture of land uses.

TRANSPORTATION ELEMENT

Policy 1.1.3-The City shall assess new development or redevelopment an equitable pro rata share of the costs to provide road-way improvements to serve the development or redevelopment, as established by the Pinellas County impact fee schedule.

INFRASTRUCTURE PLAN ELEMENT

Objective 1.1- The City of St. Pete Beach shall continue to implement procedures, in cooperation with its sewage, solid waste and potable water system providers to ensure that development permits are issued only when adequate facility capacity is available to serve the development.

Policy 1.1.1

Level of service standards shall be:	
Facility	Level of Service Standard
Sanitary Sewer	149.4 gallons per day per capita
Solid Waste	1.3 tons per person per day
Potable Water	120 gallons per day per capita

Policy 1.1.4- Prior to the issuance of a building permit for future development and/or redevelopment activities, the City shall consult with Pinellas County Utilities to ensure that adequate potable water supplies and facilities will be available by the anticipated issuance date of the certificate of occupancy.

Policy 1.1.5- The land development regulations and development review procedures shall be used to ensure that all adopted levels of service are maintained. All new development and redevelopment proposals shall be reviewed under the city's Concurrency Management System Ordinance to ensure the level of service standards established in this element shall be maintained.

Staff Comment: While no project is proposed for this parcel at this time, any project will be subject to the above objectives and policies.

4. **Compatibility with Adjacent Land Uses** – The property lies immediately adjacent to residential and multi-family uses.

5. **Transportation** –The site would obtain access from Pass-a-Grille Way.

ANALYSIS

The request would change the land use designations on the Future Land Use Map and Zoning Map from INS-Institutional District to the RM- Residential Medium District to possibly allow for utilization for a future development.

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STAFF RECOMMENDATION

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- ☐ Comprehensive Plan Text Amendment
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Legal

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(See Attached)

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3101 PASS-A-GRILLE WAY

Parcel ID:

07-32-16-21852 025-0000

Current

Proposed

Current

Proposed

Zoning

Zoning

FLUM

FLUM

Category:

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Category:

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Category:

Lot area:

13,786 square feet (0.316 acres m.o.l.)

APPLICANT:

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AGENT (must have agent authorization):

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Sea Biscuit Properties LLC

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Email:

Davefeinberg@me.com

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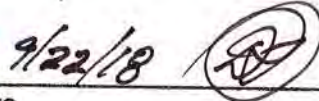
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THE FOLLOWING ITEMS MUST BE INITIALED BY OWNER OR AGENT:

- 
☒ I understand that the Planning Board's action is not final. It must be approved by the City Commission.
- ☒ I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 days after the Commission decision; otherwise, the decision shall be final.
- ☒ I understand that I, as the applicant, or an authorized representative must be present at all scheduled public meetings on the application.



 Owner / Agent Signature



 Date

LEGAL DESCRIPTION: (PROVIDED TO SURVEYOR)

THE FOLLOWING PARCEL OF LAND LYING AND BEING IN DON CE-SAR PLACE, SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGES 15 THROUGH 20. MORE PARTICULARLY DESCRIBED AS THE SOUTH 125 FEET OF BLOCK B. TOGETHER WITH THAT CERTAIN STRIP OF LAND TEN (10) FEET IN WIDTH LYING ADJACENT TO THE EASTERLY BOUNDARY OF THE SOUTH 125 FEET OF BLOCK B, AND BEING OUTSIDE OF AND INCLUDING THE SEAWALL, SAID 10-FOOT STRIP OF LAND SHOWN AS "10' RESERVED" ON THE PLAT OF DON CE-SAR PLACE, SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGES 15 THROUGH 20, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



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Detail by Entity Name

Florida Limited Liability Company
SEA BISCUIT PROPERTIES, LLC

Filing Information

Document Number L04000016560
FEI/EIN Number 20-0810235
Date Filed 03/02/2004
State FL
Status ACTIVE

Principal Address

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Changed: 03/02/2017

Mailing Address

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Changed: 03/02/2017

Registered Agent Name & Address

FEINBERG, M. DAVID JR.
2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Address Changed: 03/02/2017

Authorized Person(s) Detail

Name & Address

Title MGR

FEINBERG, M. DAVID JR
2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Annual Reports

Report Year	Filed Date
2016	04/05/2016
2017	03/02/2017
2018	03/14/2018

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 14, 2018
Secretary of State
CC0640207531

DOCUMENT# L04000016560

Entity Name: SEA BISCUIT PROPERTIES, LLC

Current Principal Place of Business:

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Current Mailing Address:

2701 SUNSET WAY
ST. PETE BEACH, FL 33706 US

FEI Number: 20-0810235

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FEINBERG, M. DAVID JR.
2701 SUNSET WAY
ST. PETE BEACH, FL 33706 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name FEINBERG, M. DAVID JR
Address 2701 SUNSET WAY
City-State-Zip: ST, PETE BEACH FL 33706

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: M. DAVID FEINBERG, JR.

MGR

03/14/2018

Electronic Signature of Signing Authorized Person(s) Detail

Date