

Table of Contents

Agenda	4
Proclamation - White Cane Walk Day	
WhiteCaneWalkDay.	7
Approval of the minutes from the following City Commission meetings: 08/27/2019 Executive Session; 08/27/2019 Regular Meeting; 09/03/2019 Special/Budget Meeting; 09/03/2019 Regular Meeting; 09/17/2019 Executive Session/IAFF; 09/17/2019 Executive Session/Silver Sands; 09/17/2019 Special Meeting/Final Budget Hearing.	
08-27-2019ES.	9
08-27-2019RA	11
09-03-2019SA.	17
09-03-2019RA	22
09-17-2019ES/IAFF.	27
09-17-2019ES/SS.	29
09-17-2019 Special Meeting	31
Request to approve the special event application for a neighborhood Halloween block party scheduled for Thursday, October 31, 2019. Closures would be Belle Vista Dr from 44th Ave to 42nd Ave.	
Agenda Report	34
Application	35
Request approval for the City Manager to purchase a 2019 Ford F450 4 x 4 in the amount of \$56,335 from Duval Ford Fleet Sales that will be assigned to the Parks Division.	
Agenda Report	41
Quote and Bid.	42
Request approval of a purchase agreement with Alan Jay Fleet Sales in the amount of \$70,738, for the purchase of two (2) Chevy Tahoe 4-wheel drive vehicles.	
Agenda Report	47
Alan Jay Fleet Sales Quote #20973-2	48
Request approval of the proposal from Metal Shark in the amount of \$199,987, for the purchase of a Rescue Boat (Marine 23) with funding provided by Pinellas County and the EMS Authority.	
Agenda Report	49
Metal Shark Quote	50
Authorize the City Manager to prequalify TLC Diversified, Inc., Reynolds Construction, LLC, Garney Companies, Inc., and Metro Equipment Service, Inc. to provide General Contractor services for the Sanitary Sewer Capacity Improvement project.	
Agenda Report	52
Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$28,000.00 for Force Main 16 Replacement Design.	
Agenda Report	53

Task Order from Kimley-Horn and Associates, Inc.	54
Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$55,810.00 for Force Main 9 Replacement Design.	
Agenda Report	64
Task Order from Kimley-Horn and Associates, Inc..	65
Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$39,530.00 for FY20 Pipeline and Manhole Rehabilitation Services During Construction.	
Agenda Report	75
Task Order from Kimley-Horn and Associates, Inc..	76
Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$40,000.00 for the design of Lift Station Repair and Replacement.	
Agenda Report	81
Task Order from Kimley-Horn and Associates, Inc..	82
Request approval of Addendum #2 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$77,000.00 for Additional Design Services.	
Agenda Report	87
Addendum #2.	88
Ordinance 2019-XX: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the loan application in an amount not to exceed \$15 million; authorizing the loan agreement; establishing pledged revenues; designating authorized representatives; providing assurances; providing for conflicts, severability, construction, publication and an effective date.	
Agenda Report	100
Ordinance 2019-xx	102
Loan Application	105
SRF Application Packet 9.24.19	117
Ordinance 2019-XX: First Reading and Public Hearing of an ordinance amending Chapter 38, Elections, of the Code of Ordinances.	
Agenda Report	307
Proposed ordinance.	308
Approval of Resolution 2019-10, Appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate.	
Agenda Report	311
Resolution 2019-10	312
RFQ-Nash.	313
RFQ-Mayer	320
RFQ-Thanas	323
RFQ-Waugh.	354

RFQ-BidTabulationSheet	363
Approval of the Concept Plan for Hurley Park	
Agenda Report	364
Exhibits	365



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, October 08, 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.

- a. Proclamation - White Cane Walk Day**

- 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.

- 4. Consent**

- a. Approval of the minutes from the following City Commission meetings: 08/27/2019 Executive Session; 08/27/2019 Regular Meeting; 09/03/2019 Special/Budget Meeting; 09/03/2019 Regular Meeting; 09/17/2019 Executive Session/IAFF; 09/17/2019**

Executive Session/Silver Sands; 09/17/2019 Special Meeting/Final Budget Hearing.

- b. Request to approve the special event application for a neighborhood Halloween block party scheduled for Thursday, October 31, 2019. Closures would be Belle Vista Dr from 44th Ave to 42nd Ave.**
- c. Request approval for the City Manager to purchase a 2019 Ford F450 4 x 4 in the amount of \$56,335 from Duval Ford Fleet Sales that will be assigned to the Parks Division.**
- d. Request approval of a purchase agreement with Alan Jay Fleet Sales in the amount of \$70,738, for the purchase of two (2) Chevy Tahoe 4-wheel drive vehicles.**
- e. Request approval of the proposal from Metal Shark in the amount of \$199,987, for the purchase of a Rescue Boat (Marine 23) with funding provided by Pinellas County and the EMS Authority.**
- f. Authorize the City Manager to prequalify TLC Diversified, Inc., Reynolds Construction, LLC, Garney Companies, Inc., and Metro Equipment Service, Inc. to provide General Contractor services for the Sanitary Sewer Capacity Improvement project.**
- g. Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$28,000.00 for Force Main 16 Replacement Design.**
- h. Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$55,810.00 for Force Main 9 Replacement Design.**
- i. Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$39,530.00 for FY20 Pipeline and Manhole Rehabilitation Services During Construction.**
- j. Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$40,000.00 for the design of Lift Station Repair and Replacement.**

5. Action Items

- a. Request approval of Addendum #2 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$77,000.00 for Additional Design Services.**

6. Ordinances

- a. Ordinance 2019-XX: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the loan application in an amount not to exceed \$15 million; authorizing the loan agreement; establishing pledged revenues; designating authorized representatives; providing assurances; providing for conflicts, severability, construction, publication and an effective date.**
- b. Ordinance 2019-XX: First Reading and Public Hearing of an ordinance amending Chapter 38, Elections, of the Code of Ordinances.**

7. Resolutions

- a. Approval of Resolution 2019-10, Appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate.**

8. Items for Discussion

- a. Approval of the Concept Plan for Hurley Park**

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

10. 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.**



PROCLAMATION

- WHEREAS, the white cane, which every blind citizen of our state/city has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and
- WHEREAS, the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society and to live the lives they want; and
- WHEREAS, every citizen should be aware that the law requires that motorists and cyclists exercise appropriate caution when approaching a blind person carrying a white cane; and
- WHEREAS, Florida law also calls upon employers, both public and private, to be aware of and utilize the employment skills of our blind citizens by recognizing their worth as individuals and their productive capacities; and
- WHEREAS, the State of Florida, through its public agencies, can and should facilitate the expansion of employment opportunities for and greater acceptance of blind persons in the competitive labor market:

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the City Commission proclaim October 13, 2019, as

NOW, THEREFORE, I, Lawrence Lunn, Mayor of the City of Treasure Island, on behalf of the City Commission proclaim October 13, 2019, as

“WHITE CANE SAFETY AWARENESS DAY”

in Florida and do call upon our schools, colleges, and universities to offer full opportunities for training to blind persons; upon employers and the public to utilize the available skills of competent blind persons and to open new opportunities for the blind in our rapidly changing society; and upon all citizens to recognize the white cane as a tool of independence for blind pedestrians on our streets and highways.

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, County of Pinellas County, State of Florida, to be affixed this 8th day of October, 2018.

Alan Johnson, Mayor

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Treasure Island, County of Pinellas County, State of Florida, to be affixed this 1st day of October, 2018.

Lawrence Lunn, Mayor

CITY COMMISSION MEETING – EXECUTIVE SESSION

MINUTES

AUGUST 27, 2019

5:30 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 5:30 p.m.

PLEDGE OF ALLEGIANCE

PRESENT:

Al Johnson, Mayor
Melinda Pletcher, Vice Mayor
Terri Finnerty, Commissioner
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk

Also present was Robert Shearman, Esq., and a court reporter.

1. Announcement of Litigation

a. Silver Sands v. City of St. Pete Beach

(1) Case No. 8:18-cv-02279-TPB-CPT; Middle District of FL

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

2. Adjourn to Executive Session

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

3. Reconvene to Public Session

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

4. Discussion and Possible Action

A. Silver Sands v. City of St. Pete Beach

(1) Case No. 8:18-cv-02279-TPB-CPT, Potential Settlement

No action was taken.

5. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:05 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

AUGUST 27, 2019

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 7:15 p.m.

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

PRESENT:

Al Johnson, Mayor
Terri Finnerty, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Vince Tenaglia, Assistant City Manager
Jennifer McMahon, Parks & Recreation Director
Brett Warner, City Engineer

1. Presentations

a. Introduction of New Employees

The following employees were introduced to the Commission and audience:

- Ginny Keeter-Bodkin, Deputy City Clerk/Office of the City Clerk
- Keri Ferenc-Nelson, Executive Assistant/Office of the City Clerk
- Ally Dzelilovic, Zoning Tech II/Community Development Department
- Aaron Marceron, Code Enforcement Officer/Community Development Department
- Lynn Rosetti, Senior Planner/Community Development Department
- Mike Elder, District Fire Chief/Fire Department
- Ryan Henry, Firefighter-Paramedic/Fire Department

- Michael Servis, Firefighter-EMT/Fire Department
- Andrew Butterfield, Operations Manager/Public Works Department
- Dennis Coley, City Mechanic/Public Works Department
- Tom Via, Park Maintenance Worker II/Public Works Department

b. Forward Pinellas - Whit Blanton

Item 1(b) was moved to a subsequent meeting.

c. Property Assessed Clean Energy (PACE)

Todd Josko, Ballard Partners – Renew Financial, reviewed the financing program that assists homeowners with wind mitigation, renewable energy, and/or energy efficiency upgrades.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

Mark Grill, 2nd Palm Point, commented on expenditures for holiday decorations and painting the Community Center.

4. Consent

- a. Approve minutes from the following City Commission meeting: 07/22/2019 Budget Workshop
- b. Request approval of the agreement with L & T Brothers, Inc., for painting services of the exterior of the Community Center complex in the amount of \$49,300.00.
- c. (c1) Request approval to accept a Grant Agreement No. 1927 with the State of Florida Department of Environmental Protection in the amount of \$70,000.
- d. (c2) Request approval of the Task Order under the continuing Engineering Services Contract with Kimley- Horn and Associates, Inc., in the amount of \$70,000, for Phase II Environmental Vulnerability Assessment services.

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

5. Action Items

- a. Request approval of the Interlocal Agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2019 through September 30, 2020 in the amount of \$2,441,460.

City Manager Alex Rey noted the 2.9% annual increase for the continued level of service.

Commissioner Friszolowski moved to approve Item 5(a), to authorize the City Manager to execute the interlocal agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2019 through September 30, 2020 in the amount of \$2,441,460.00. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- b. Consideration to Change Commission Meeting Dates in November and December.

Due to the holiday schedule and the addition of strategic planning workshops, it is recommended to change the commission meeting dates as follows:

- November 12, 2019: Regular Meeting
- November 13, 2019: Strategic Planning Workshop
- December 10, 2019: Regular Meeting
- December 11, 2019: Strategic Planning Workshop

Commissioner Pletcher moved to approve Item 5(b), to reschedule the City Commission meeting dates as follows: November 12 and 13, 2019 and December 10 and 11, 2019. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

6. Ordinances

- a. Ordinance 2019-12: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for an amendment of Appendix A – Fee Schedule of the Code of Ordinances, implementing a 7.00% wastewater service fee increase.

The proposed increase will provide enough funding for wastewater treatment fees imposed by the City of St. Petersburg and to provide adequate debt service coverage for planned borrowing via the State Revolving fund loan program. This action will provide sufficient time to notify Pinellas County of the increase which will be effective October 1, 2019.

Vice Mayor Finnerty moved to approve item 6(a), Ordinance 2019-12, upon first reading, an ordinance of the City of St. Pete Beach, Florida, providing

for an amendment of Appendix A, Fee Schedule, of the Code of Ordinances; implementing a 7.00% wastewater service fee increase; providing for severability; providing for repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

- b. Ordinance 2019-13: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for an amendment of Chapter 86 – Utilities, Article IV of the Code of Ordinances, implementing a 20.00% reclaimed water service fee increase.

Item 6(b) coincides with Item 6(a) and puts into effect an increase for the reclaimed water service.

Commissioner Izzo moved to approve Item 6(b), Ordinance 2019-13, upon first reading, an ordinance of the City of St. Pete Beach, Florida providing for an amendment of Chapter 86, Utilities, Article IV, of the Code of Ordinances, implementing a 20.00% reclaimed water fee service increase; providing for severability; providing for repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

7. Resolutions

- a. Resolution 2019-09: Providing for the implementation of performance measures to maintain eligibility to participate in the National Flood Insurance Program.

Wesley Wright, Community Development Director, reported that performance measures will assist the City in maintaining its Community Rating System (CRS) credit points. The CRS helps communities improve flood resiliency and rewards them by offering discounts on flood insurance premiums.

Commissioner Pletcher moved to approve Item 7(a), Resolution 2019-09, a resolution of the City of St. Pete Beach, Florida, County of Pinellas, State of Florida; providing for the implementation of performance measures to maintain eligibility to participate in the National Flood Insurance Program; and providing for an effective date. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

8. Items for Discussion

No items submitted at this time.

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

City Clerk Haynes did not submit a staff report.

City Manager Rey reported on the following items:

- Funding for the sewer project

City Attorney Dickman reported on the following items:

- Requested an Attorney-Client Executive Session regarding Silver Sands be held at 5:00 p.m., Tuesday, September 17, 2019 for the purpose finalizing mediation
- Payment of invoices
- House Bill 7103 and Senate Bill 7068

Vice Mayor Finnerty reported on the following items:

- Corey Avenue landscape
- Florida League of Cities conference

Commissioner Pletcher reported on the following items:

- Support 8th Avenue businesses

Commissioner Izzo did not submit a report.

Commissioner Friszolowski reported on the following items:

- Signage in the waterways

Mayor Johnson reported on the following items:

- Big C Meeting
- TradeWinds Island Resort hotelier gathering
- Meeting with Representative Jennifer Webb

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:40 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

DRAFT

CITY COMMISSION SPECIAL MEETING – FIRST BUDGET HEARING

MINUTES

SEPTEMBER 3, 2019

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

PRESENT:

Al Johnson, Mayor
Terri Finnerty, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney (telephonically)
Rebecca C. Haynes, City Clerk
Vince Tenaglia, Assistant City Manager
Mike Clarke, Public Works Director
Jennifer McMahon, Parks & Recreation Director

Vice Mayor Finnerty read the following ordinance, in its entirety, into the record:

ORDINANCE 2019-14: AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE MILLAGE RATE FOR FISCAL YEAR 2020, BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; PROVIDING AND ANNOUNCING THE NAME OF THE TAXING AUTHORITY, THE ROLLED-BACK MILLAGE RATE, THE PERCENTAGE INCREASE OVER THE ROLLED-BACK MILLAGE RATE, AND THE MILLAGE RATE TO BE LEVIED; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

Section One. The name of the taxing authority is the City of St. Pete Beach.

Section Two. The rolled-back millage rate for fiscal year 2020 is 2.9616.

Section Three. The fiscal year 2020 proposed millage rate is 6.36% higher than the rolled-back rate.

Section Four. The millage rate to be levied for fiscal year 2020 shall be 3.1500 mills per \$1,000 of taxable value.

Section Five. This ordinance shall take effect immediately upon final adoption.

Vice Mayor Finnerty read the following ordinance title into the record:

ORDINANCE 2019-15: AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ADOPTING THE BUDGET FOR FISCAL YEAR 2020, BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; PROVIDING FOR THE INCORPORATION OF THE ADOPTED CAPITAL BUDGET AS THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

1. Ordinance 2019-14: Setting the Fiscal Year 2020 Millage Rate

Vince Tenaglia, Assistant City Manager, reported the budget process began in March with individual departments, and included numerous Commission workshops and Finance & Budget Review Committee meetings.

It is recommended that the current millage rate of 3.1500 mills be maintained.

Vice Mayor Finnerty moved to approve Item 1, Ordinance 2019-14, upon first reading, an ordinance of the City of St. Pete Beach, Florida, establishing the millage rate for Fiscal Year 2020, beginning October 1, 2019 and ending September 30, 2020; providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage

increase over the rolled-back millage rate, and the millage rate to be levied; providing for reading in its entirety; and providing for an effective date.

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

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

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

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

Section One. The name of the taxing authority is the City of St. Pete Beach.

Section Two. The rolled-back millage rate for fiscal year 2020 is 2.9616.

Section Three. The fiscal year 2020 proposed millage rate is 6.36% higher than the rolled-back rate.

Section Four. The millage rate to be levied for fiscal year 2020 shall be 3.1500 mills per \$1,000 of taxable value.

Section Five. This ordinance shall take effect immediately upon final adoption.

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

2. Ordinance 2019-15: Adopting the Fiscal Year 2020 Budget

Commissioner Izzo moved to approve Item 2, Ordinance 2019-15, upon first reading, an ordinance of the City of St. Pete Beach, Florida adopting the budget for Fiscal Year 2020, beginning October 1, 2019 and ending on September 30, 2020; providing for the incorporation of the adopted capital budget as the Capital Improvement Element of the Comprehensive Plan; providing for reading in its entirety; and providing for an effective date.

WHEREAS, Florida Statutes section 166.241 requires the adoption of a budget each fiscal year ("FY"); and

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

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

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

WHEREAS, the City of St. Pete Beach FY 2020 budget is balanced; is presented at the level of detail required to file the annual financial report; and shall regulate expenditures of the City for the period beginning October 1, 2019 and ending September 30, 2020.

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

Section One. The FY 2020 budget document attached hereto as Exhibit A ("the Budget") is adopted by reference and is made a part of this ordinance.

Section Two. Upon the adoption of the budget, the Capital Improvement Element of the City's Comprehensive Plan is hereby updated to reflect the FY 2020 – FY 2024 Capital Improvement Plan.

Section Three. This ordinance shall take effect immediately upon final adoption.

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

3. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 6:20 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

DRAFT

CITY COMMISSION MEETING

MINUTES

SEPTEMBER 3, 2019

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

PRESENT:

Al Johnson, Mayor
Terri Finnerty, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney (telephonically)
Rebecca C. Haynes, City Clerk
Vince Tenaglia, Assistant City Manager
Mike Clarke, Public Works Director
Jennifer McMahon, Parks & Recreation Director

1. Presentations

There were no presentations.

2. Changes to the Agenda

City Manager Alex Rey noted the items added from the budget meeting.

3. Audience Comments

Rob Stambaugh, Belle Vista Drive, encouraged people to make donations to help the victims of Hurricane Dorian. The donations will be collected at fire departments in St. Pete Beach, Treasure Island and Madeira Beach. One hundred percent (100%) of the

tax-deductible, monetary donations made through the Sol Aviation Relief website will be matched up to the first \$500,000.

4. Consent

- a. Approval of the following City Commission minutes: August 13, 2019 regular meeting.

Commissioner Friszolowski made a motion to approve Consent Item 4(a) as presented. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

5. Action Items

- a. Request approval of Change Order #4 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd. in the amount of \$232,188.00.

The change order covers the milling and paving, the electrical, and the irrigation on Corey Avenue.

Vice Mayor Finnerty moved to approve Item 5(a), approving Change Order No. 4 to the purchase agreement with Gibbs & Register, Inc. for the Blind Pass Road Reconstruction from 75th Avenue to Gulf Boulevard in the amount of \$232,188.00. the motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

- b. Request to authorize the City Manager to enter into contract negotiations with Waste Connections, Inc. for City Wide Solid Waste Services.

City Manager Rey reported that three bids were received in response to a Request for Proposals and the City's selection committee recommended Waste Connections, Inc., as the most qualified.

Ian Boyle, Waste Connections, Inc., spoke about his company and the service they've provided City residents.

Tracy Meehan, Waste Pro, spoke about the proposal submitted and the service they expected to provide City residents.

Commissioner Friszolowski moved to approve Item 5(b), authorizing the City Manager to enter into contract negotiations with Waste Connections, Inc., for City-wide solid waste services. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- c. Authorization for the Mayor and City Manager to enter into a collective bargaining agreement with the Communication Workers of America for a three-year term, effective October 1, 2018 through September 30, 2021.

The proposed three-year bargaining agreement was settled with a 3%-2.5%-3% wage increase, retroactive to October 1, 2018 through September 30, 2021.

Vice Mayor Finnerty moved to approve Item 5(c), authorizing the Mayor and City Manager to enter into a collective bargaining agreement with the Communications Workers of America (CWA) for a three-year term, effective October 1, 2018 through September 30, 2021. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

- d. Authorize the City Manager to execute the third amendment to the Pinellas Suncoast Transit Authority Funding Agreement for Fiscal Year 2020 Transit Service.

Mr. Rey noted that the decrease in costs of approximately \$155,000 can be allocated to the cost of a micro-transit service. PSTA will maintain their service at a pro-rated cost until the micro-transit service is operational and is also working on modifications to a turn-around point at the County Park on Gulf Boulevard.

Commissioner Pletcher moved to approve Item 5(d), authorizing the City Manager to execute the third amendment to the Pinellas Suncoast Transit Authority Funding Agreement for Fiscal Year 2020 transit service, including non-substantive future changes necessary, or, in the alternative, execute a new agreement with the same terms. The motion was seconded by Commissioner Friszolowski.

City Attorney Andrew Dickman requested the motion be amended to include that the Mayor also be authorized to sign the agreement.

Commissioner Pletcher amended the motion to include authorizing the Mayor to sign the agreement. Commissioner Friszolowski agreed and the motion was unanimously approved by an individual roll call vote.

6. Ordinances

- a. Ordinance 2019-12: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for an amendment of Appendix A – Fee Schedule of the Code of Ordinances, implementing a 7.00% wastewater service fee increase.

The fee increase will provide enough funding for wastewater treatment imposed by the

City of St. Petersburg and will provide adequate debt service coverage for planned borrowing via the State Revolving Fund loan program. It is the first of three successive increases in the Wastewater Fund.

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

Commissioner Izzo moved to approve Item 6(a), Ordinance 2019-12, on final reading, an ordinance of the City of St. Pete Beach, Florida, providing for an amendment of Appendix A, Fee Schedule, of the Code of Ordinances, implementing a 7.00% wastewater service fee increase; providing for severability; providing for repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- b. Ordinance 2019-13: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for an amendment of Chapter 86 – Utilities, Article IV of the Code of Ordinances, implementing a 20.00% reclaimed water service fee increase.

The proposed ordinance calls for a 20% increase in reclaimed water service fees based on increased fees from Pinellas County.

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

Commissioner Friszolowski moved to approve item 6(b), Ordinance 2019-13, on final reading, an ordinance of the City of St. Pete Beach, Florida, providing for an amendment off chapter 86, Utilities, Article IV, of the Code of Ordinances implementing a 20.00% reclaimed water service fee increase; providing for severability; providing for repeal of ordinances or parts off ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

7. Resolutions

- a. Resolution 2019-08: Establishing the rate of stormwater service assessments; approving stormwater service non-ad valorem assessment rolls; and providing for an effective date.

Mr. Tenaglia explained that the resolution represents the fourth and final rate increase based on the 2015 schedule and will continue to fund stormwater drainage improvements.

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

Commissioner Izzo moved to approve Item 7(a), Resolution 2019-08, a resolution of the City Commission of the City of St. Pete Beach, Florida, establishing the rate of stormwater service assessments; approving stormwater service non-ad valorem assessment rolls; and providing for an effective date. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

8. Items for Discussion

No items submitted at this time.

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

City Clerk Haynes did not submit a report.

City Manager Rey reported on the following items:

- Executive Session regard IAFF labor negotiations; set for 4:00 p.m., Tuesday, September 17, 2019
- Hurricane preparation
- Flag with City logo

City Attorney Dickman did not submit a report.

Vice Mayor Finnerty reported on the following item:

- Corey Avenue parking space striping

Commissioner Izzo did not submit a report.

Commissioner Friszolowski reported on the following item:

- Speeding boats

Mayor Johnson reported on the following item:

- Food truck fees

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:55 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING – EXECUTIVE SESSION

MINUTES

SEPTEMBER 17, 2019

4:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 4:00 p.m.

PLEDGE OF ALLEGIANCE

PRESENT:

Al Johnson, Mayor
Terri Finnerty, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk

1. **Collective Bargaining - Labor Negotiations re: International Association of Fire Fighters (IAFF) Union Contract; Florida Statutes, Section 447.605(1)**

Mayor Johnson announced the commencement of an executive session regarding union negotiations.

2. **Adjourn to Executive Session**
3. **Reconvene to Public Session**
4. **Discussion and Possible Action**

- a. **International Association of Fire Fighters (IAFF) Union Contract**

There was no action to report.

5. **Adjournment**

There being no further business to come before the Commission, the meeting was adjourned at 5:05 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

DRAFT

CITY COMMISSION MEETING – EXECUTIVE SESSION

MINUTES

SEPTEMBER 17, 2019

5:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:15 p.m.

PRESENT:

Al Johnson, Mayor
Terri Finnerty, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk

1. Announcement of Litigation

A. Silver Sands v. City of St. Pete Beach

(1) Case No. 8:18-cv-02279-TPB-CPT; Middle District of FL

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

2. Adjourn to Executive Session

Mayor Johnson adjourned the meeting to 6:15 p.m., or shortly thereafter, until the arrival of a court reporter.

The meeting was reconvened at 6:15 p.m. and adjourned to an attorney-client executive session.

3. Reconvene to Public Session

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

4. Discussion and Possible Action

A. Silver Sands v. City of St. Pete Beach

(1) Case No. 8:18-cv-02279-TPB-CPT, Potential Settlement

Mr. Dickman introduced Robert Shearman, Esq., who highlighted the terms of the agreement.

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

Commissioner Friszolowski moved to accept the settlement agreement and release. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

5. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:15 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION SPECIAL MEETING – FINAL BUDGET HEARING

MINUTES

SEPTEMBER 17, 2019

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

PRESENT:

Al Johnson, Mayor
Terri Finnerty, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk

1. Ordinance 2019-14: Setting the Fiscal Year 2020 Millage Rate

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

Commissioner Pletcher moved to approve Item 1, Ordinance 2019-14, upon final reading, an ordinance of the City of St. Pete Beach, Florida, establishing the millage rate for Fiscal Year 2020, beginning October 1, 2019 and ending September 30, 2020; providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; providing for reading in its entirety; and providing for an effective date.

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

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

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

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

Section One. The name of the taxing authority is the City of St. Pete Beach.

Section Two. The rolled-back millage rate for fiscal year 2020 is 2.9616.

Section Three. The fiscal year 2020 proposed millage rate is 6.36% higher than the rolled-back rate.

Section Four. The millage rate to be levied for fiscal year 2020 shall be 3.1500 mills per \$1,000 of taxable value.

Section Five. This ordinance shall take effect immediately upon final adoption.

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

2. Ordinance 2019-15: Adopting the Fiscal Year 2020 Budget

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

Vice Mayor Finnerty moved to approve Item 2, Ordinance 2019-15, upon final reading, an ordinance of the City of St. Pete Beach, Florida adopting the budget for Fiscal Year 2020, beginning October 1, 2019 and ending on September 30, 2020; providing for the incorporation of the adopted capital budget as the Capital Improvement Element of the Comprehensive Plan; providing for reading in its entirety; and providing for an effective date.

WHEREAS, Florida Statutes section 166.241 requires the adoption of a budget each fiscal year ("FY"); and

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

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

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

WHEREAS, the City of St. Pete Beach FY 2020 budget is balanced; is presented at the level of detail required to file the annual financial report; and shall regulate expenditures of the City for the period beginning October 1, 2019 and ending September 30, 2020.

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

Section One. The FY 2020 budget document attached hereto as Exhibit A (“the Budget”) is adopted by reference and is made a part of this ordinance.

Section Two. Upon the adoption of the budget, the Capital Improvement Element of the City’s Comprehensive Plan is hereby updated to reflect the FY 2020 – FY 2024 Capital Improvement Plan.

Section Three. This ordinance shall take effect immediately upon final adoption.

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

3. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 6:15 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

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

Issue Considered: Request to approve the special event application for a neighborhood Halloween block party scheduled for Thursday, October 31, 2019. Closures would be Belle Vista Dr from 44th Ave to 42nd Ave.

Date: October 8, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: Resident Sarah Wheaton is requesting to block off Belle Vista Dr from 44th Ave to 42nd Ave from 5-9pm for safe trick or treating. The street closure would be October 31, 2019 from 5-9pm. All street closures must receive approval from commission.

Requested Motion: "I move to approve the special event application and street closure for a neighborhood Halloween block party scheduled for Thursday, October 31, 2019."

Attachments: Event application and map

**Reviewed by
City Manager:** AR



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: Sarah Wheaton Title (if applicable): _____

Name of Organization (if applicable): _____

Tax Exempt? ☐ Yes ☒ No Non-Profit? ☐ Yes ☒ NO If yes on either, please provide documentation

Mailing Address: 4312 Belle Vista Dr., St. Pete Beach, FL 33704

Cell Phone: 727.239.9913 Email: wheaton9401@gmail.com

Event Information

Event Title: _____ Event/Organization Web Address: _____

Event Location(s): Belle Vista Dr - Between 44th Ave and 42nd Ave

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>10/31/19</u>	<u>Thursday</u>	<u>5pm</u>	<u>9pm</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 10/31/19 Time(s) 4pm to 5pm

Cleanup Date(s): 10/31/19 Time(s) 9pm to 10pm

Description of Event: Neighborhood block party where families can start and end their night of trick or treating safely.

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 10/31/2020

Event Logistics

Estimated Attendance 200 Last Year (if Applicable) _____
(includes event crew, participants, and spectators) This Year

List all event activities: neighbors decorating a couple old cars, setting up tables with candy for kids and a couple kid games.

Electricity Needed ☐ Yes ☒ No Source: _____

Will portable restrooms be used? ☐ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)
How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) DJ

Parking Plan (please be detailed and include on site map): see attached map, this is where families park every year to trick or treat.

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No Alcohol

Will there be food trucks? ☐ Yes ☒ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. St Pete Beach Food Truck Permit #
2. St Pete Beach Food Truck Permit #
3. St Pete Beach Food Truck Permit #
4. St Pete Beach Food Truck Permit #
5. St Pete Beach Food Truck Permit #

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit

List all other vendors (art, crafts, clothes, etc)

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: Please list number of tents and size of each and include location on the site plan.

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☒ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures? X Yes No

If yes, you must include **all the details** in the **site plan** including streets and times

Road	Start Intersection	End Intersection	Date	Times
Belle Vista Dr	44 th Ave	42 nd Ave	10/31/19	4pm-10pm
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

 0 Barricades

 20 Cones

 0 Trash Bins

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Sarah Wheaton
Print Name

S. Wheaton
Signature

Corporation Name (if applicable)

9/9/2019
Date



City of St. Pete Beach Recreation Department Event Application

Please Include:

- ☒ Site Plan: Maximum Size of 8.5" x 11" including the following information
 - ☒ Location of food vendor area (s)
 - ☒ Tent locations and sizes
 - ☒ Location of food truck/trailers
 - ☒ Location of stage
 - ☒ Fuel storage/dispensing areas
 - ☐ Emergency access routes for LEO and Fire
 - ☒ Location of vending booths
 - ☐ Location of fire extinguishers & other life safety equipment
 - ☒ Description of sound amplification facilities or equipment
 - ☒ Location of alcoholic beverage consumption areas and vending
 - ☒ Location of Generators
 - ☒ Identify any fences/gates around the event – cones
 - ☒ Table, chair and equipment layout
 - ☒ Location of portable restrooms
- ☒ Traffic & Parking Plan
- ☐ Safety Plan
- ☐ Certificate of Insurance
- ☒ Outdoor Cooking Permit Application (if applicable)
- ☒ Temporary Structure Permit Application (if applicable)
- ☒ Vehicle on the Beach Permit Application (if applicable)
- ☒ Beach Fire Permit Application (if applicable)
- ☒ Tax Exempt Documentation (if applicable)
- ☒ Non-Profit Documentation (if applicable)

Please send application to:

City of St. Pete Beach
Jennifer McMahon, Recreation Director
155 Corey Ave
St. Pete Beach, FL 33706

Or email to: Rddirector@stpetebeach.org
[727-363-9274](tel:727-363-9274) or fax at [727-363-9246](tel:727-363-9246)

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IB events: Non-Resident/Business that does require not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

Attendance	Type IA	Type IB	Type IIA	Type IIB	Type III
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD
250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD
501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD
1000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD

OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are \$25 per permit.

Vehicle on the Beach permits is \$15Food Truck/Trailer permit is \$170 annually

Fire Department stand – by is \$125 per hour with a minimum of 3 hours (1 crew and vehicle)

44th Ave

parking

→ Detour Belle Vista Dr traffic to
Moody street and Poinsettia Dr.

parking

43rd Ave

cones

DJ

gamer

old
car

games

old truck

cones

→ Fire Truck stop by cones at
42nd Ave and Belle Vista Dr.

parking

42nd Ave

cones

cones

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

Issue Considered: Request approval for the City Manager to purchase a 2019 Ford F450 4 x 4 in the amount of \$56,335 from Duval Ford Fleet Sales that will be assigned to the Parks Division.

Date: October 8, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The purchase is part of the vehicle replacement plan and will replace a 2007 Ford F350 truck. The truck is used for parks maintenance and special projects. Pricing for the vehicle was quoted from the Florida Sheriff's Association – Florida Association of Counties competitive fleet bid awards program that offers a statewide purchasing contract.

Funding: 001-6104-572-5644

Requested Motion: "I move to approve the City Manager to purchase a 2019 Ford F450 4 x 4 in the amount of \$56,335 from Duval Ford Fleet Sales that will be assigned to the Parks Division."

Attachments: Quote and Bid

**Reviewed by
City Manager:** AR

CITY OF ST PETE BEACH

Prepared for:		Contract Holder	DATE:
CITY OF ST PETE BEACH MANDY EDMUNDS 727-363-9245 gedmunds@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	9/13/19
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 9C	2019 FORD 15,000 LB GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X4 (F4H)	\$ 37,162.00
0	640A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	\$ (5,000.00)
0	44G	10- SPEED AUTO TRANS	NC
0	X4N	4.10 LIMITED SLIP AXLE	NC
0	512	SPARE TIRE	NC
0	W4H	UPGRADE TO CREW CAB	\$ 5,000.00
0	L404 84	UPGRADE TO 203" WHEELBASE 84" CA" FOR 12FT BED	\$ 1,815.00
0	90L	POWER WINDOWS & DOOR LOCKS	\$ 1,124.00
0	872	BACKUP CAMERA-SHIPS LOOSE TO BE INSTALLED AFTER 2ND STAGE BODY IS INSTALLED	\$ 650.00
0	18B	CAB STEPS- PLATFORM RUNNING BOARDS	\$ 444.00
0	12FS	12FT FLAT STAKE BODY WITH 40" STAKE SIDES	\$ 6,600.00
0	12FS.CS	CAB SHIELD/HEADACHE RACK TO PROTECT BACK WINDOW	\$ 450.00
0	LG16	1,500LB ALUMINUM LIFT GATE- THIEMAN (\$650 FOR ALUMINUM & \$550 FOR FLAT BED)	\$ 4,595.00
0	BOXES	(2) UNDERBODY TOOL BOXES- ONE ON EACH SIDE	\$ 1,500.00
0	HD TOW	HEAVY DUTY TOW PACKAGE-to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball	\$ 1,245.00
0	31B.31V	SHIP THROUGH TO INCLUDE CERTIFICATION, WEIGHT SLIP, MSO & DEALER POI	\$ 625.00
0	BUA	BACKUP ALARM	\$ 125.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC
0		VINYL FLOOR	NC
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			\$ 56,335.00
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 56,335.00



2020 SUPER DUTY® CHASSIS CAB (F-350CC / F-450CC / F-550) OPTIONAL EQUIPMENT

	Order Code	XL				XLT				LARIAT			
		F-350		F-450	F-550	F-350		F-450	F-550	F-350		F-450	F-550
		SRW	DRW			SRW	DRW			SRW	DRW		
		630A	640A	650A	660A	633A	643A	653A	663A	638A	648A	658A	668A
BODYSTYLE & WHEELBASE													
Regular Cab 4X2 – Cab to Axle 60"	145"	F3E	F3G	F4G	F5G	F3E	F3G	F4G	F5G	—	—	—	—
Regular Cab 4X2 – Cab to Axle 84"	169"	—	F3G	F4G	F5G	—	F3G	F4G	F5G	—	—	—	—
Regular Cab 4X2 – Cab to Axle 108"	193"	—	—	F4G	F5G	—	—	F4G	F5G	—	—	—	—
Regular Cab 4X2 – Cab to Axle 120"	205"	—	—	F4G	F5G	—	—	F4G	F5G	—	—	—	—
Regular Cab 4X4 – Cab to Axle 60"	145"	F3F	F3H	F4H	F5H	F3F	F3H	F4H	F5H	—	—	—	—
Regular Cab 4X4 – Cab to Axle 84"	169"	—	F3H	F4H	F5H	—	F3H	F4H	F5H	—	—	—	—
Regular Cab 4X4 – Cab to Axle 108"	193"	—	—	F4H	F5H	—	—	F4H	F5H	—	—	—	—
Regular Cab 4X4 – Cab to Axle 120"	205"	—	—	F4H	F5H	—	—	F4H	F5H	—	—	—	—
SuperCab 4X2 – Cab to Axle 60"	168"	X3E	X3G	X4G	X5G	X3E	X3G	X4G	X5G	X3E	X3G	X4G	X5G
SuperCab 4X2 – Cab to Axle 84"	192"	—	—	X4G	X5G	—	—	X4G	X5G	—	—	X4G	X5G
SuperCab 4X4 – Cab to Axle 60"	168"	X3F	X3H	X4H	X5H	X3F	X3H	X4H	X5H	X3F	X3H	X4H	X5H
SuperCab 4X4 – Cab to Axle 84"	192"	—	—	X4H	X5H	—	—	X4H	X5H	—	—	X4H	X5H
Crew Cab 4X2 – Cab to Axle 60"	179"	W3E	W3G	W4G	W5G	W3E	W3G	W4G	W5G	W3E	W3G	W4G	W5G
Crew Cab 4X2 – Cab to Axle 84"	203"	—	—	W4G	W5G	—	—	W4G	W5G	—	—	W4G	W5G
Crew Cab 4X4 – Cab to Axle 60"	179"	W3F	W3H	W4H	W5H	W3F	W3H	W4H	W5H	W3F	W3H	W4H	W5H
Crew Cab 4X4 – Cab to Axle 84"	203"	—	—	W4H	W5H	—	—	W4H	W5H	—	—	W4H	W5H
ENGINE/TRANSMISSION													
6.2L 2 Valve Gas SOHC EFI NA V8 (Flex Fuel)★TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow	996/44G	S	S	—	—	S	S	—	—	S	S	—	—
★7.3L 2V DECVT NA PFI V8 Gas/★TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow	99N/44G	O	O	S	S	O	O	S	S	O	O	S	S
6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/★TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow w/Transmission Power Take-Off Provision	99T/44G	O	O	O	O	O	O	O	O	O	O	O	O
WHEELS													
4-Wheels (SRW); 6 Wheels (DRW). Spare Wheel included with Spare Tire.													
17" Argent Painted Steel Wheel w/Painted Hub Covers/Center Ornaments (req. 6.2L Gas (996) or 6.7L Diesel (99T) and Payload Downgrade Package (68D); NA w/7.3L Gas (99N))	64A	O	—	—	—	O	—	—	—	—	—	—	—
17" Argent Painted Steel (Hub Covers/Center Ornaments not included)	64K	—	S	—	—	—	S	—	—	—	—	—	—
17" Forged Polished Aluminum w/Bright Hub Covers/Center Ornaments (4 aluminum outer and 2 steel inner)	64J	—	O	—	—	—	O	—	—	—	S	—	—
18" Argent Painted Steel w/Painted Hub Cover/Center Ornaments	64F	S	—	—	—	—	—	—	—	—	—	—	—
18" Bright Machined Cast Aluminum w/Magnetic Painted Pockets and Bright hub Covers/Center Ornaments	64C	—	—	—	—	—	—	—	—	S	—	—	—
18" Sparkle Silver Painted Cast Aluminum w/Bright Hub Covers/Center Ornaments	648	—	—	—	—	S	—	—	—	—	—	—	—
19.5" Argent Painted Steel	64Z	—	—	S	S	—	—	S	S	—	—	—	—
19.5" Forged Polished Aluminum w/Bright Hub Covers/Center Ornaments	64D	—	—	—	—	—	—	O	O	—	—	S	S
TIRES													
4 Tires (SRW); 6 Tires (DRW)													
Spare Tire required in Rhode Island, optional in all other states. Spare is same as road tire unless otherwise noted.													
LT245/75R17E BSW A/S PLU (F-350 SRW req. 6.2L Gas (996) or 6.7L Diesel (99T) and Payload Downgrade Package (68D))	TD8	O	S	—	—	O	S	—	—	—	S	—	—
LT245/75R17E BSW A/T (F-350 SRW req. 6.2L Gas (996) or 6.7L Diesel (99T) and Payload Downgrade Package (68D))	TBM	O	O	—	—	O	O	—	—	—	O	—	—
LT245/75R17E OWL A/T (DRW inner rear and optional spare are LT245/75R17E BSW A/T)	TBL	—	—	—	—	—	O	—	—	—	O	—	—
LT265/70R17E OWL A/T (F-350 SRW req. 6.2L Gas (996) or 6.7L Diesel (99T) and Payload Downgrade Package (68D))	TCD	O	—	—	—	O	—	—	—	—	—	—	—
LT275/65R18E BSW A/S	TCH	S	—	—	—	S	—	—	—	S	—	—	—
LT275/70R18E BSW A/T Plus, 4X4	TDX	O	—	—	—	O	—	—	—	O	—	—	—
LT275/70R18E OWL A/T, 4X4 (optional spare is LT275/70R18E BSW A/T)	TDU	—	—	—	—	O	—	—	—	O	—	—	—
225/70R19.5G BSW A/P (Optional spare is 225/70R19.5G BSW A/P)	TGJ	—	—	S	S	—	—	S	S	—	—	S	S

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only
□ = New for this model year

S = Standard, O = Optional, P = Packaged Option
F = Fleet Only Option



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>15,000 LB GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X4 (Specification #09)</u>			
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 4500HD WT (CK56403/C7R)	Western	\$40,144.00
	2019 Chevrolet Silverado 4500HD WT (CK56403/C7R)	Western	-- NB --
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 4500HD WT (CK56403/C7R)	Northern	\$40,144.00
	2019 Chevrolet Silverado 4500HD WT (CK56403/C7R)	Northern	-- NB --
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 4500HD WT (CK56403/C7R)	Central	\$40,144.00
	2019 Chevrolet Silverado 4500HD WT (CK56403/C7R)	Central	-- NB --
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 4500HD WT (CK56403/C7R)	Southern	\$40,144.00
	2019 Chevrolet Silverado 4500HD WT (CK56403/C7R)	Southern	-- NB --
Duval Ford LLC	2019 Ford F-450 (F4H)	★ Western	\$36,568.00
ALT - Coggin Auto (Ford)	2019 Ford F-450 (F4H)	Western	\$36,577.00
Coggin Auto (Ford)	2019 Ford F-450 (F4H)	★ Northern	\$36,544.00
ALT - Duval Ford LLC	2019 Ford F-450 (F4H)	Northern	\$36,568.00
Coggin Auto (Ford)	2019 Ford F-450 (F4H)	★ Central	\$36,577.00
ALT - Duval Ford LLC	2019 Ford F-450 (F4H)	Central	\$37,162.00
Coggin Auto (Ford)	2019 Ford F-450 (F4H)	★ Southern	\$36,577.00
ALT - Duval Ford LLC	2019 Ford F-450 (F4H)	Southern	\$37,162.00
	2019 International CV	Western	-- NB --
	2019 International CV	Western	-- NB --
Maudlin International Trucks	2019 International CV	Northern	\$49,380.00
	2019 International CV	Northern	-- NB --
Sun State International Trucks, LLC	2019 International CV	Central	\$49,377.00
ALT - Maudlin International Trucks	2019 International CV	Central	\$49,380.00

Rechtien International Trucks, Inc.	2019 International CV	Southern	\$49,494.00
	2019 International CV	Southern	-- NB --
AutoNation CDJR Pembroke Pines	2019 Ram 4500 (DP9L63)	Western	\$43,499.00
ALT - Alan Jay Chrysler Jeep Dodge of Wauchula	2019 Ram 4500 (DP9L63)	Western	\$44,094.00
AutoNation CDJR Pembroke Pines	2019 Ram 4500 (DP9L63)	Northern	\$43,499.00
ALT - Alan Jay Chrysler Jeep Dodge of Wauchula	2019 Ram 4500 (DP9L63)	Northern	\$43,994.00
AutoNation CDJR Pembroke Pines	2019 Ram 4500 (DP9L63)	Central	\$43,499.00
ALT - Alan Jay Chrysler Jeep Dodge of Wauchula	2019 Ram 4500 (DP9L63)	Central	\$43,794.00
AutoNation CDJR Pembroke Pines	2019 Ram 4500 (DP9L63)	Southern	\$43,499.00
ALT - Alan Jay Chrysler Jeep Dodge of Wauchula	2019 Ram 4500 (DP9L63)	Southern	\$43,794.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

15,000 LB GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X4 SPECIFICATION #9

2019 Ford F-450 (F4H)

The Ford F-450 (F4H) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$36,568.00	\$36,544.00	\$36,577.00	\$36,577.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

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

Issue Considered: Request approval of a purchase agreement with Alan Jay Fleet Sales in the amount of \$70,738, for the purchase of two (2) Chevy Tahoe 4-wheel drive vehicles.

Date: October 08, 2019

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: As a component of the vehicle replacement plan and the Fleet Fund, two (2) SPBFD vehicles are due for replacement in FY 2019-2020. This includes a 2005 Chevy Suburban and a 2013 Ford Explorer. These vehicles have reached the end of use based on recommendations for emergency vehicles and would be in need of additional safety equipment to continue front-line service. The 2005 Chevy Suburban will go to government surplus and the 2013 Ford Explorer will be utilized for back-up service after the new vehicles are delivered.

Due to the variety of uses necessary for these new vehicles in both normal operations and special circumstances, the 2020 Chevy Tahoe 4-wheel drive vehicles were chosen. The vehicles are available via Sourcewell (formerly NJPA) government contract pricing of \$35,369 per vehicle for a total purchase price of \$70,738.

Additional equipment will be necessary for the completion of this project including emergency lighting and sirens for both vehicles. The total cost of these items is \$16,025.18 and will not exceed the approved \$115,000 budgeted for FY 2019 / 2020.

Funding: Fleet Fund Expenditures (Fire Suppression / EMS)
205-8000-590-5641

Requested Motion: “I move to approve the purchase agreement with Alan Jay Fleet Sales in the amount of \$70,738, for the purchase of two (2) Chevy Tahoe 4-wheel drive vehicles.”

Attachment: Alan Jay Fleet Sales Quote #20973-2

**Reviewed by the
City Manager:** AR



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	20973-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/24/2019

QUICK QUOTE SHEET

REVISED QUOTE DATE
9/16/2019

REQUESTING AGENCY	ST PETE BEACH FIRE RESCUE			
CONTACT PERSON	ADAM POIRRIER	EMAIL	apoirrier@stpetebeach.org	
PHONE	727-363-9206	MOBILE	727-804-5934	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT #	2019-120716-NAF	www.NationalAutoFleetGroup.com
---------------------------------------	-----------------	--------------------------------

MODEL	CK15706	MSRP	\$49,700.00
2020 CHEVY TAHOE POLICE 4WD (CK15706 1FL 9C1)			

CUSTOMER ID	NJPA PRICE	\$34,639.00
-------------	------------	-------------

BED LENGTH	4DR
------------	-----

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
G1E HOU	EXTERIOR COLOR SIREN RED TINT COAT WITH JET BLACK CLOTH INTERIOR.	\$485.00
L83 MYC	5.3L Active Fuel Management direct injection, variable valve timing, 720 CCA battery, 6,600lb GVWR, 3.08 rear axle ratio, and external trans/oil cooler with 6-speed automatic transmission. (355hp & 383 lb-ft torque). INCL WITH 2019 MODEL CK15753	\$0.00
VINYL	FACTORY VINYL FLOOR	\$0.00
STD	(LOCKING REAR DIFF, BLUE TOOTH, REAR VISION CAMERA, REAR A/C, AND REVERSE AID SENSORS STD ON 2015+ MODEL YEAR)	\$0.00
A95	SEATING, FRONT BUCKET WITH PREMIUM CLOTH passenger seat includes power fore/aft, power recline and Power lumbar, 10-way power driver seat includes 6-way power cushion, 2-way power lumbar control and power recline (Includes (AYQ) frontal and side-impact for driver and front passenger air bags and (D07) Front center console. With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes Cloth seats.)	\$245.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$730.00
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)		\$0.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00

	CONTRACT OPTIONS	\$0.00
--	------------------	--------

TRADE IN	TOTAL COST	\$35,369.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	\$0.00

TOTAL COST LESS TRADE IN(S)	QTY	2	\$70,738.00
-----------------------------	-----	---	-------------

Estimated Annual payments for 60 months paid in advance: \$7,780.33 Extended: \$15,560.66
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.

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

Issue Considered: Request approval of the proposal from Metal Shark for the purchase of a Rescue Boat (Marine 23) with funding provided by Pinellas County and the EMS Authority.

Date: October 08, 2019

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: With St. Pete Beach Fire Department's (SPBFD) primary mission of protecting the public through items such as emergency response services, the ability to respond to all types of incidents is critical. As an island community, the surrounding waterways present unique challenges requiring specialized equipment. While SPBFD currently has no such resources, the department has been working on obtaining a marine rescue boat for several years.

SPBFD has been in the development phase with Metal Shark for the purchase of Marine 23 for several years. The unit chosen is a 26' Relentless priced at \$199,987 as part of General Services Administration (GSA) contract and features enhanced safety features such as navigation, radar, and forward-looking infrared radar (FLIR).

In addition to the initial purchase amount, a boat lift will need to be installed to the existing city dock located behind the Community Center. The purchase and installation of this equipment has been budgeted in the current fiscal year.

Funding: Capital Fund Expenditures (EMS Rescue Boat)
301-8000-590-0035

Requested Motion: "I move to approve the proposal from Metal Shark for the purchase of a Rescue Boat (Marine 23) with funding provided by Pinellas County and the EMS Authority."

Attachment: Metal Shark Quote

**Reviewed by the
City Manager:**

AR



METAL SHARK

6814 E. Admiral Doyle Drive ♦ Jeanerette, LA 70592 ♦ (337) 364-0777
sales@metalsarkboats.com

PRICING QUOTATION - 26 RELENTLESS

QUOTED BY:	Dean Jones	QUOTED DATE:	9/20/2019
QUOTED TO:	St. Pete Beach Fire	QTY OF BOATS:	1
Name:	Adam Poirrier	Email:	
Title:		(P):	727-363-9206
Address:	7301 Gulf Blvd - St. Pete Beach, FL	(M):	

Boat Delivery (Days ARO): **180**

PART NUMBER	ITEM DESCRIPTION	QUOTED NOTES	QTY	METHOD	UNIT \$	TOTAL \$
BASE BOAT						
26 RELENTLESS	Welded Aluminum Collared Center Console Patrol Monohull. Length:26' (7.9m), Beam: 8' 6" (2.6m), Draft:		1	PER BOAT	\$92,846	\$92,846
PROPULSION						
MERC-VR-250	Mercury 250 4 Stroke - DTS		2	PER BOAT	\$16,158	\$32,316
DIGITAL-TWIN	DIGITAL GAUGE PACKAGE - TWIN ENGINES		1	PER BOAT	\$1,596	\$1,596
ENGPRERIG-DIGITAL	ENGINE PRE-RIGGING & INSTALL (PER ENGINE)		2	PER BOAT	\$3,776	\$7,553
RACOR	RACOR FUEL WATER SEPARATOR (EA)		2	PER BOAT	\$91	\$182
PROP-SS-OB	Stainless Steel Outboard Propeller (Medium)		2	PER BOAT	\$675	\$1,350
ACCOMMODATIONS						
TTOP-WS	T-TOP W/WINDSHIELD		1	PER BOAT	\$3,476	\$3,476
LEANPOST-STORAGE	LEANING POST WITH STORAGE BOX		1	PER BOAT	\$1,416	\$1,416
SEATS-CONSOLE FOLD	FOLDING CONSOLE SEATING (2 PERSON)		1	PER BOAT	\$555	\$555
COATINGS & MARKINGS						
CUSTOM COATING/MA		Gunnel Coaming Pad	1	PER BOAT	\$1,266	\$1,266
HULL-2-VINYL	HULL SLASH - UP TO TWO COLORS - VINYL		1	PER BOAT	\$447	\$447
LTR-HULL	VINYL HULL LETTERING (PER SIDE)		2	PER BOAT	\$599	\$1,199
DECK-NOSKID-XS/SM	SAFETY WALK NON SKID (X-Small/Small)		1	PER BOAT	\$3,097	\$3,097
COMMERCIAL/HEAVY DUTY						
BILGE ALARM	Bilge Alarm		1	PER BOAT	\$401	\$401
ENGBAR	ENGINE PROTECTION BAR - REMOVABLE		1	PER BOAT	\$1,030	\$1,030
GRABRAIL-BASIC	BASIC GRABRAIL PACKAGE		1	PER BOAT	\$649	\$649
CUSTOM COMMERCIAL	CUSTOMIZED COMMERCIAL/HEAVY DUTY OPTION - SEE	Dive Ladder	1	PER BOAT	\$495	\$495
TIE DOWN	TIE DOWN - RECESSED (EA)		4	PER BOAT	\$97	\$386
ELECTRICAL & LIGHTING						
TRIBATTERY	TRIPLE BATTERY SYSTEM w/ isolator		1	PER BOAT	\$1,041	\$1,041
OPTIMA BATT	Optima Blue Top Battery		3	PER BOAT	\$216	\$649
DIM SWITCH	DIMMER SWITCH PANEL LIGHTS & COMPASS		1	PER BOAT	\$108	\$108
DIST PANEL	ELECTRONICS DISTRIBUTION PANEL		1	PER BOAT	\$425	\$425
BAT-CHARGER	BATTERY CHARGER		1	PER BOAT	\$487	\$487
FLOOD LIGHT	LED FLOOD LIGHT		4	PER BOAT	\$206	\$824
SPOT LIGHT-BLK	LIGHT - BLACK REMOTE SPOT		1	PER BOAT	\$454	\$454
LIGHT-MINIFREEDOM	LIGHT - MINI FREEDOM LED 28"		1	PER BOAT	\$926	\$926
OUTLET-12V	12 VOLT RECEPTACLE (EA)		2	PER BOAT	\$51	\$101
ELECTRONICS & NAVIGATION						
COMPASS	COMPASS, (UPGRADE) DIMMABLE - RITCHIE NAVIGATOR		1	PER BOAT	\$465	\$465
RAYMARINE NAVPKG		AXIOM 12 Package: 12" MFD, GPS, Radar Dome, Heading Sensor, Sounder, (2) Transducers	1	PER BOAT	\$11,362	\$11,362
VHF-ICOM/HOR	VHF RADIO-HORIZON/ICOM OR EQUIVALENT)		1	PER BOAT	\$999	\$999
LH/SIREN	LOUDHAILER/SIREN - (WHELEN OR EQUIVALENT)		1	PER BOAT	\$927	\$927
FLIR-UPGR2	FLIR LEVEL 2 UPGRADE	M324CS	1	PER BOAT	\$14,904	\$14,904



METAL SHARK

6814 E. Admiral Doyle Drive ♦ Jeanerette, LA 70592 ♦ (337) 364-0777
sales@metalsarkboats.com

PRICING QUOTATION - 26 RELENTLESS

QUOTED BY:	Dean Jones	QUOTED DATE:	9/20/2019		
QUOTED TO:	St. Pete Beach Fire	QTY OF BOATS:	1	Discount:	0%
Name:	Adam Poirrier	Email:			
Title:		(P):	727-363-9206		
Address:	7301 Gulf Blvd - St. Pete Beach, FL	(M):			
Boat Delivery (Days ARO): 180					

PART NUMBER	ITEM DESCRIPTION	QUOTED NOTES	QTY	METHOD	UNIT \$	TOTAL \$
OUTFITTING & EQUIPMENT						
ENSIGN STAFF	ENSIGN STAFF, REMOVABLE W/SOCKET		1	PER BOAT	\$150	\$150
COMM KIT-UPG	COMMISSIONING KIT - UPGRADED		1	PER BOAT	\$1,265	\$1,265
DIVE TANK HOLDER	Dive Tank Holder - Folding (Each)		4	PER BOAT	\$81	\$324
LIFE VEST	Inflatable Life Vest	Stearns 1470 w/ FD Crest	2	PER BOAT	\$162	\$324
PACKAGING & DELIVERY						
CUSTOMER DELIVERY	DELIVERY TO CUSTOMER LOCATION		1	PER BOAT	\$3,195	\$3,195
TRAILERS & CRADLES						
TRAILER-SM/MD	TRAILER - COMMERCIAL DUTY (SMALL/MEDIUM)		1	PER BOAT	\$10,032	\$10,032
SPARE TIRE/RIM	SPARE TIRE AND RIM		1	PER BOAT	\$209	\$209
LADDER	LADDER		1	PER BOAT	\$379	\$379
TRANSOM TIE DOWN	TRANSOM TIE DOWN STRAPS		1	PER BOAT	\$175	\$175
TOTAL COST PER BOAT						\$199,987
TOTAL LOT ITEMS FOR ORDER						\$0

Total Order Amount (before tax, if applicable): **\$199,987**

NOTE: Items in red are open market items

PRICING SUMMARY

Total Boat + Options:
Spares:
Packaging & Delivery:
Testing & Training:
Total Before Tax:

Per Boat	QTY	Lot Items	Total Order	Avg per Boat
\$196,792	1	\$0	\$196,792	\$196,792
\$0	1	\$0	\$0	\$0
\$3,195	1	\$0	\$3,195	\$3,195
\$0	1	\$0	\$0	\$0
\$199,987	1	\$0	\$199,987	\$199,987

QUOTED ACCEPTED BY:

Printed Name: _____

Signature: _____

Date Signed: _____

Pricing Valid for 60 days from date quoted or close of bid, whichever is later

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

Issue Considered: Authorize the City Manager to prequalify TLC Diversified, Inc., Reynolds Construction, LLC, Garney Companies, Inc., and Metro Equipment Service, Inc. to provide General Contractor services for the Sanitary Sewer Capacity Improvement project.

Date: October 8, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On August 6th, 2019, the City published a Request for Qualifications (RFQ) to receive a Statement of Qualifications (SOQ) package from qualified firms capable of providing General Contractor services for the Sanitary Sewer Capacity Improvement Project. Each interested General Contractor submitted a SOQ application package which included an overview of the firm (profile), similar project experience, legal and safety records, project and credit references, and financials (insurance, bonding capacity, and revenue).

On September 16th, 2019, the City received SOQ's from four (4) firms. After a review by City staff, all four firms were determined to be qualified to provide General Contractor services.

Funding: Sanitary Sewer – Sewer Expansion

101-6107-535-5669

Requested Motion: “I move to Authorize the City Manager to prequalify TLC Diversified, Inc., Reynolds Construction, LLC, Garney Companies, Inc., and Metro Equipment Service, Inc. to provide General Contractor services for the Sanitary Sewer Capacity Improvement project.”

**Reviewed by the
City Manager:**

AR

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

Issue Considered: Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$28,000.00 for Force Main 16 Replacement Design.

Date: October 8, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Sanitary Force Main 16 was evaluated during the City's FY18 Force Main Condition Assessment and was found to be at the end of its service life, prompting this main to be scheduled and prioritized for replacement. This force main starts at Lift Station 16 and runs approximately 900 feet along 41st Avenue and Poinsettia Drive, discharging into a manhole at the intersection of 40th Avenue and Poinsettia Drive.

The City requested a Task Order from Kimley-Horn and Associates, Inc. for general engineering services for the replacement of Force Main 16. Services included in this task order are design and permitting, bidding services and construction observation services. Construction of the replacement force main is programmed in the FY21 Capital Improvement Project budget.

Funding: CIP – Force Main
101-6107-535-5635

Requested Motion: “I move to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$28,000.00 for Force Main 16 Replacement Design.”

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

**Reviewed by the
City Manager:**

AR



Exhibit "B"

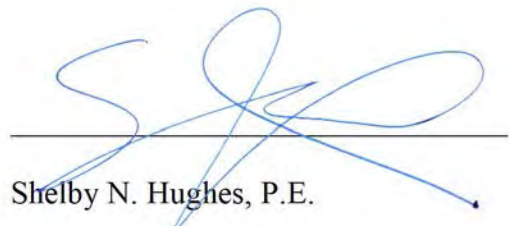
**TASK ORDER FORM - CONTINUING CONTRACT FOR
PROFESSIONAL DESIGN SERVICES**

<i>Date of Task Order Request</i>	March 1, 2019
<i>Firm Selected for Task</i>	Kimley-Horn and Associates Inc.
<i>Task (Project) Name</i>	Force Main 16 Replacement
<i>Task Description (and other relevant details)</i>	Provide design documents, including plans, specifications, and an opinion of probable cost, for the replacement of Force Main 16. Design, Permitting, Bidding, and Construction Phase services are included under this task order.
<i>Task Budget</i>	\$28,000.00
<i>Task Proposal Due Date</i>	TBD

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Works Department at 727.363.9243.

Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach



Shelby N. Hughes, P.E.
Kimley-Horn and Associates, Inc.



INDIVIDUAL PROJECT ORDER
March 25, 2019

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

IDENTIFICATION OF PROJECT:

Force Main No. 16 Replacement

PROJECT UNDERSTANDING:

Under this IPO, the Engineer will provide general engineering services for the replacement of Force Main No. 16. The force main currently runs from Lift Station No. 16 for approximately 900 LF along 41st Ave and Poinsettia Dr and discharges to the existing gravity sewer at MH-297 at the intersection of 40th Ave and Poinsettia Dr. This scope assumes that the new force main will be constructed in public right-of-way as shown in the attached force main exhibit. The services provided by the engineer are listed in the scope of services.

A conceptual opinion of probable construction cost for this project is \$180,000.00 based on recent project bids of similar scope and scale. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

The work to be included is described in the specific scope listed in Tasks 1- 3 below.

Task 1 – Design and Permitting

This task shall consist of the following:

1. The Engineer will conduct a Sunshine State One-Call design ticket request to obtain a list of registered utilities along the corridor. Each utility listed will receive a letter or email requesting as-built data for the corridor.
2. The Engineer will prepare and submit the Florida Department of Environment Protection (FDEP) general collection systems permit, Form 62-604.300(8)a, including the necessary supporting documentation and compile a schedule of permit fees for the City.
3. The Engineer will have their sub-consultant prepare a topographic survey of the proposed Force Main No. 16 route located along 41st Ave and Poinsettia Dr. The survey limits will extend from the existing lift station to the receiving Manhole 297 (approximately 900 LF). Underground utilities will be depicted on the survey in accordance with visible appurtenances. Surveyor will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawings from information provided by others. All elevations will be referenced to NAVD 88 vertical datum. Two project benchmarks will be established. All data will be references to Florida State Plane Coordinates – NAD 83/11 datum 0 Florida West Zone. All work will be performed in accordance will the minimum requirements of Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
4. The Engineer will provide 11 X 17 Plan PDFs at the 60% level for a 60% review meeting. Plan and profile sheets with details will be provided for the force main from the lift station to the connection to the existing gravity system. The plan sheets will be provided to the City in PDF format and not paper copies. The Engineer will attend one (1) meeting with the City to discuss the 60% design approach prior to final design and provide an initial opinion of probable cost.
5. The Engineer will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Technical specifications and bid documents will only be provided with the final design submittal.
6. The Engineer will provide an updated opinion of probable cost for the proposed project based on the final design. Bid plans will be provided in 11 x 17 PDF format and not paper copies.

7. The Engineer will attend one (1) additional meeting with the City following the submittal of the final design to address any comments by the City.

Task 2 – Bidding Services

This task shall consist of the following:

1. The Engineer will attend one (1) pre-bid meeting at the City of St. Pete Beach offices to describe the project and answer questions from prospective bidders. The Engineer will prepare meeting minutes from this meeting and send out via email to those in attendance.
2. The Engineer will assemble and transmit up to three (3) addendums to the City for distribution if required per bid.

Task 3 – Construction Observation Services

This task shall consist of the following:

1. Pre-Construction Conference. The Engineer will attend the Pre-Construction Conference prior to commencement of work at the City public works office that will be led by the City.
2. Visit to the Site and Observation of Construction. The Engineer will provide two (2) visits to make on-site construction observation services during the construction phase. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during the visit and such observations, we will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep the City informed of the progress of the Work.
3. The purpose of the Engineer's site visit will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to the Engineer, and to provide the City a greater degree of confidence that the completed Work will conform to the Contract Documents. The Engineer shall not, during the visit or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing

and performing the Work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4. Recommendations with Respect to Defective Work. The Engineer will recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.
5. Clarifications and Interpretations. The Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.
6. Shop Drawings and Samples. The Engineer will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
7. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
8. Inspections and Tests. The Engineer may require special inspections or tests of Contractor's work as the Engineer deems appropriate, and may receive and review certificates of inspections within the Engineer's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Engineer shall be entitled to rely on the results of such tests and the facts being certified.
9. Disagreements between the City and Contractor. The Engineer will, if requested by the City, render written decision on all claims of the City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering

- such decisions, the Engineer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
10. **Substantial Completion.** The Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the City, the Engineer considers the Work substantially complete; the Engineer will notify the City and Contractor.
 11. **Final Notice of Acceptability of the Work.** The Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Engineer shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Engineer's knowledge, information, and belief based on the extent of its services and based upon information provided to the Engineer upon which it is entitled to rely.
 12. **Record Drawings and Project Documentation.** The Engineer will compile construction records provided by the contractor during construction, shop drawings, and the Engineer records.
 13. **Limitation of Responsibilities.** The Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Engineer shall not have the authority or responsibility to stop the work of any Contractor.

PROJECT DELIVERABLES

- Meeting Minutes (Kick off Meeting, Interim Meeting, Pre-Bid Meeting and Pre-Construction Meeting)
- 60% Design 11 X 17 Plans and Preliminary OPC (electronic submittal)
- Permit Application to be signed by City
- Bid Design 11 X 17 Plans, OPC, and Technical Specifications (electronic submittal and three hard copies)
- As-builts and Permit Certifications

The City shall provide and complete the following:

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

FEE AND BILLING

Kimley-Horn will provide the services outlined in Tasks 1- 3 above for a Lump Sum fee of \$28,000.00. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated in 2017.

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

Task 1 – Design and Permitting (Including Survey)	\$17,000.00
Task 2 – Bidding Services	\$2,500.00
Task 3 – Construction Observation Services	\$8,500.00

TOTAL LUMP SUM FEE	\$ 28,000.00
---------------------------	---------------------

ADDITIONAL SERVICES (if required):

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

METHOD OF COMPENSATION:

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

OTHER SPECIAL TERMS OF IPO:

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

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  WADE WOOD, P.E.

TITLE: _____

TITLE: ASSOCIATE

DATE: _____

DATE: 3/25/19

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: St Pete Beach FM 16
Project Number:
Date Prepared: 3/4/2018
Estimated By: Sarah Ecker

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description				Direct Labor (Person-Hours)									Misc. Direct Expense (\$)	
					Principal P-7/8	Senior Prof P-5/6	Prof P-3/4	Analyst P-1/2	CADD CO-5/6	Designer D7	Tech/ Field Rep T-4	Support Staff C-5	KHA Labor Total		
1	Perliminary Design														
	Sunshine State One Call/Utility Notifications							2							
	60% Plans						4	28							
	60% Specs						1	4							
	60% OPC						1	4							
	QC				2										
	60% Review Meeting						4	4							
	FDEP Collection System Permit						1	1							
	100% Plans						2	8							
	100% Specs						1	2							
	100% OPC						1	2							
	QC				1										
	100% Review Meeting						2	4							
	Topographic Survey													\$5,368	
	Subtotal (Hours)				3	0	17	59	0	0	0	0		\$5,368	
	Task Total (Dollars)				\$878	\$0	\$2,907	\$7,847	\$0	\$0	\$0	\$0	\$11,632	\$5,368	
2	Bid Services														
	Attend (1) Pre-Bid Meeeting						4	4							
	Respond to RFI's from bidders						2	6				2			
	Subtotal (Hours)				0	0	6	10	0	0	0	2		\$0	
	Task Total (Dollars)				\$0	\$0	\$1,026	\$1,330	\$0	\$0	\$0	\$144	\$2,500	\$0	
3	Constuction Observation Services														
	Attend Pre-construction Conference						4	6				1			
	Shop Drawing Reviews						3	10				2			
	RFIs						2	4							
	Construction Observations (two site visits)						4	8						\$50	
	Final Completion Inspection and Pressure Test						2	8							
	As-builts and FDEP Cert						2	4							
	Subtotal (Hours)				0	0	17	40	0	0	0	3		\$50	
	Task Total (Dollars)				\$0	\$0	\$2,907	\$5,320	\$0	\$0	\$0	\$223	\$8,450	\$50	
	ProjectTotal (Dollars)													\$22,582	\$5,418
	ProjectTotal (Dollars)													\$28,000	

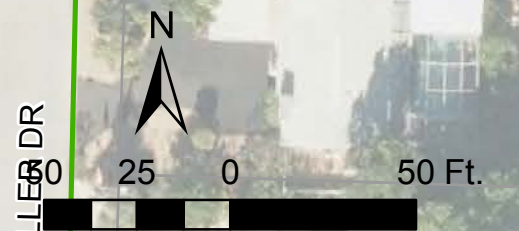


ST. PETE BEACH

FORCE MAIN 16

4104 Miller Dr, St Pete Beach, FL 33706

- * ARV
- ☐ Lift Station
- Cleanout
- ⊗ Manhole
- ⊕ Conflict Structure
- Ultrasonic Testing Location
- *Red Symbol Requires Excavation
- Force Main
- Aerial Crossing
- Subaqueous Crossing
- Gravity Sewer



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

Issue Considered: Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$55,810.00 for Force Main 9 Replacement Design.

Date: October 8, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Sanitary Force Main 9 was evaluated during the City's FY18 Force Main Condition Assessment and was found to be at the end of its service life, prompting this main to be scheduled and prioritized for replacement. This force main starts at Lift Station 9 and runs approximately 500 feet along 46th Avenue, crossing the Boca Ciega Isle bridge, and discharges into a manhole west of the bridge on 46th Avenue.

The City requested a Task Order from Kimley-Horn and Associates, Inc. for general engineering services for the replacement of Force Main 16. Services included in this task order are design and permitting, bidding services and construction observation services. Construction of the replacement force main is programmed in the FY21 Capital Improvement Project budget.

Funding: CIP – Force Main
101-6107-535-5635

Requested Motion: “I move to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$55,810.00 for Force Main 9 Replacement Design.”

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

**Reviewed by the
City Manager:**

AR



Exhibit "B"

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

<i>Date of Task Order Request</i>	March 1, 2019
-----------------------------------	---------------

<i>Firm Selected for Task</i>	Kimley-Horn and Associates Inc.
-------------------------------	---------------------------------

<i>Task (Project) Name</i>	Force Main 9 Replacement
----------------------------	--------------------------

<i>Task Description (and other relevant details)</i>	Provide design documents, including plans, specifications, and an opinion of probable cost, for the replacement of Force Main 9. Force Main 9 will be a sub-aqueous crossing and will require geotechnical investigation. Design, Permitting, Bidding, and Construction Phase services are included under this task order.
--	--

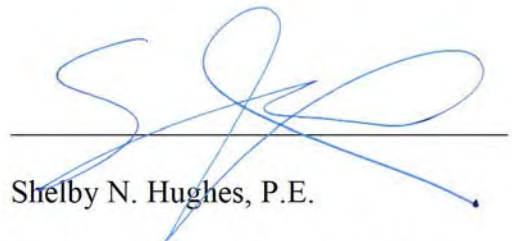
<i>Task Budget</i>	\$55,810.00
--------------------	-------------

<i>Task Proposal Due Date</i>	TBD
-------------------------------	-----

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Works Department at 727.363.9243.

Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach



Shelby N. Hughes, P.E.
Kimley-Horn and Associates, Inc.



INDIVIDUAL PROJECT ORDER

September 29, 2019

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

IDENTIFICATION OF PROJECT:

Force Main No. 9 Replacement

PROJECT UNDERSTANDING:

Under this IPO, the Engineer will provide general engineering services for the replacement of Force Main No. 9. The force main currently runs from Lift Station No. 9 for approximately 500 LF and discharges to the existing gravity sewer at MH-386 on 46th Ave. This scope assumes that the new force main will be constructed in public right-of-way as shown in the attached force main exhibit. The services provided by the engineer are listed in the scope of services.

A conceptual opinion of probable construction cost for this project is \$200,000.00 based on recent project bids of similar scope and scale. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

The work to be included is described in the specific scope listed in Tasks 1- 3 below.

Task 1 – Design and Permitting

This task shall consist of the following:

1. The Engineer will conduct a Sunshine State One-Call design ticket request to obtain a list of registered utilities along the corridor. Each utility listed will receive a letter or email requesting as-built data for the corridor.
2. The Engineer will prepare and submit the Florida Department of Environment Protection (FDEP) general collection systems permit, Form 62-604.300(8)a, and the U.S. Army Corps of Engineers Department of the Army Permit including the necessary supporting documentation and compile a schedule of permit fees for the City.
3. The Engineer will have their sub-consultant prepare a topographic survey of the proposed Force Main No. 9 route located along 46th Ave. The survey limits will extend from the existing lift station to the receiving Manhole 386 (approximately 500 LF). Underground utilities will be depicted on the survey in accordance with visible appurtenances. Surveyor will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawings from information provided by others. All elevations will be referenced to NAVD 88 vertical datum. Two project benchmarks will be established. All data will be references to Florida State Plane Coordinates – NAD 83/11 datum 0 Florida West Zone. All work will be performed in accordance will the minimum requirements of Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
4. The Engineer will have their sub-consultant provide geotechnical exploration services. Two (2) Standard Penetration Test (SPT) borings will be performed to a depth of 40-ft to provide design recommendations and constructability restraints for the subaqueous crossing.
5. The Engineer will provide 11 X 17 Plan PDFs at the 60% level for a 60% review meeting. Plan and profile sheets with details will be provided for the force main from the lift station to the connection to the existing gravity system. The plan sheets will be provided to the City in PDF format and not paper copies. The Engineer will attend one (1) meeting with the City to discuss the 60% design approach prior to final design and provide an initial opinion of probable cost.

6. The Engineer will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Technical specifications and bid documents will only be provided with the final design submittal.
7. The Engineer will provide an updated opinion of probable cost for the proposed project based on the final design. Bid plans will be provided in 11 x 17 PDF format and not paper copies.
8. The Engineer will attend one (1) additional meeting with the City following the submittal of the final design to address any comments by the City.

Task 2 – Bidding Services

This task shall consist of the following:

1. The Engineer will attend one (1) pre-bid meeting at the City of St. Pete Beach offices to describe the project and answer questions from prospective bidders. The Engineer will prepare meeting minutes from this meeting and send out via email to those in attendance.
2. The Engineer will assemble and transmit up to three (3) addendums to the City for distribution if required per bid.

Task 3 – Construction Observation Services

This task shall consist of the following:

1. Pre-Construction Conference. The Engineer will attend the Pre-Construction Conference prior to commencement of work at the City public works office that will be led by the City.
2. Visit to the Site and Observation of Construction. The Engineer will provide two (2) visits to make on-site construction observation services during the construction phase. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during the visit and such observations, we will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep the City informed of the progress of the Work.
3. The purpose of the Engineer's site visit will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to the Engineer, and to provide the City a greater degree of confidence that the completed Work will

conform to the Contract Documents. The Engineer shall not, during the visit or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4. **Recommendations with Respect to Defective Work.** The Engineer will recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.
5. **Clarifications and Interpretations.** The Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.
6. **Shop Drawings and Samples.** The Engineer will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
7. **Substitutes and "or-equal."** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
8. **Inspections and Tests.** The Engineer may require special inspections or tests of Contractor's work as the Engineer deems appropriate, and may receive and review certificates of inspections within the Engineer's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract

Documents. The Engineer shall be entitled to rely on the results of such tests and the facts being certified.

9. Disagreements between the City and Contractor. The Engineer will, if requested by the City, render written decision on all claims of the City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, the Engineer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
10. Substantial Completion. The Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the City, the Engineer considers the Work substantially complete; the Engineer will notify the City and Contractor.
11. Final Notice of Acceptability of the Work. The Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Engineer shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Engineer's knowledge, information, and belief based on the extent of its services and based upon information provided to the Engineer upon which it is entitled to rely.
12. Record Drawings and Project Documentation. The Engineer will compile construction records provided by the contractor during construction, shop drawings, and the Engineer records.
13. Limitation of Responsibilities. The Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Engineer shall not have the authority or responsibility to stop the work of any Contractor.

PROJECT DELIVERABLES

- Meeting Minutes (Kick off Meeting, Interim Meeting, Pre-Bid Meeting and Pre-Construction Meeting)
- 60% Design 11 X 17 Plans and Preliminary OPC (electronic submittal)
- Permit Application to be signed by City
- Bid Design 11 X 17 Plans, OPC, and Technical Specifications (electronic submittal and three hard copies)
- As-builts and Permit Certifications

The City shall provide and complete the following:

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

FEE AND BILLING

Kimley-Horn will provide the services outlined in Tasks 1- 3 above for a Lump Sum fee as listed below. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated in 2017.

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

Task 1 – Design and Permitting (Including Survey and Geotech)	\$44,810.00
Task 2 – Bidding Services	\$2,500.00
Task 3 – Construction Observation Services	\$8,500.00

TOTAL LUMP SUM FEE	\$ 55,810.00
---------------------------	---------------------

ADDITIONAL SERVICES (if required):

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

METHOD OF COMPENSATION:

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

OTHER SPECIAL TERMS OF IPO:

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

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES,
INC.

BY: _____

BY:  W. Wade Wood III, P.E.

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 09/29/2019

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: St Pete Beach FM 9
Project Number:
Date Prepared: 3/1/2018
Estimated By: Sarah Ecker

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)									Misc. Direct Expense (\$)
		Principal P-7/8	Senior Prof P-5/6	Prof P-3/4	Analyst P-1/2	CADD CO-5/6	Designer D7	Tech/ Field Rep T-4	Support Staff C-5	KHA Labor Total	
1	Perliminary Design										
	Sunshine State One Call/Utility Notifications				4				2		
	60% Plans			6	40				4		\$100
	60% Specs			2	12						
	60% OPC			2	5						
	QC	2									
	60% Review Meeting			4	4						
	FDEP Collection System Permit			1	2						\$500
	100% Plans			4	12				4		
	100% Specs			2	4						
	100% OPC			1	4						
	QC	2									
	100% Review Meeting			4	4						
	Geotech										\$16,740
	Topographic Survey										\$8,990
	Subtotal (Hours)	4	0	26	91	0	0	0	10		\$26,330
	Task Total (Dollars)	\$1,170	\$0	\$4,446	\$12,103	\$0	\$0	\$0	\$760	\$18,479	\$26,330
2	Bid Services										
	Attend (1) Pre-Bid Meeting			4	4						
	Respond to RFI's from bidders			2	6				2		
	Subtotal (Hours)	0	0	6	10	0	0	0	2		\$0
	Task Total (Dollars)	\$0	\$0	\$1,026	\$1,330	\$0	\$0	\$0	\$144	\$2,500	\$0
2	Constuction Observation Services										
	Attend Pre-construction Conference			4	6				1		
	Shop Drawing Reviews			3	10				2		
	RFIs			2	4						
	Construction Observations (two site visits)			4	8						\$50
	Final Completion Inspection and Pressure Test			2	8						
	As-builts and FDEP Cert			2	4						
	Subtotal (Hours)	0	0	17	40	0	0	0	3		\$50
	Task Total (Dollars)	\$0	\$0	\$2,907	\$5,320	\$0	\$0	\$0	\$223	\$8,450	\$50
Project SubTotal (Dollars)										\$29,429	\$26,380
Project Total (Dollars)										\$55,810	



ST. PETE BEACH

FORCE MAIN 9

1360 Boca Ciega Isle Dr, St Pete Beach, FL 33706

- | | |
|---------------------------------|---------------------|
| * ARV | Force Main |
| ☐ Lift Station | Aerial Crossing |
| ● Cleanout | Subaqueous Crossing |
| ⊗ Manhole | Gravity Sewer |
| ⊗ Conflict Structure | |
| ○ Ultrasonic Testing Location | |
| *Red Symbol Requires Excavation | |



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

Issue Considered: Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$39,530.00 for FY20 Pipeline and Manhole Rehabilitation Services During Construction.

Date: October 8, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On February 24, 2015, the City enlisted the services of Kimley-Horn and Associates, Inc. to provide engineering services during the ongoing citywide wastewater Inflow and Infiltration Study. Utilizing the data obtained during the recently completed cleaning and televising component of this study, Kimley-Horn created a report prioritizing three scopes of repairs to be performed over the next five fiscal years: pipe lining, manhole rehabilitation, and point repairs.

In an effort to have contracts in place and ready to commence repairs prior to the publication of the prioritization report described, the City solicited bids and awarded unit rate contracts for each of these three repair tasks on December 12, 2016. With the prioritization now complete, it is the City's intention to issue to each contractor incremental task orders grouped specifically to stay within each year's annual budget for this program.

Similar to FY19, the City has requested that Kimley-Horn provide additional support in the form of detailed construction packages with diagrams as well as ongoing support during and after the execution of each task order, including kickoff and progress meetings and merging incoming data to be received from the contractors' with the City's GIS database. This purchase order will fund these efforts, which were not part of the previously agreed upon scope of services between the City and Kimley-Horn.

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

Requested Motion: "I move to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$39,530.00 for FY20 Pipeline and Manhole Rehabilitation Services During Construction."

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

**Reviewed by the
City Manager:**

AR



Exhibit "B"

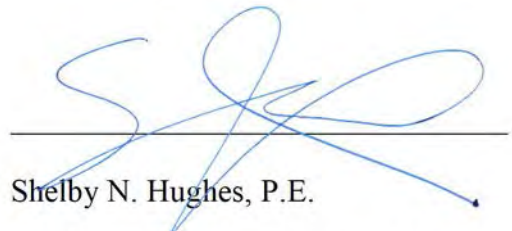
**TASK ORDER FORM - CONTINUING CONTRACT FOR
PROFESSIONAL DESIGN SERVICES**

<i>Date of Task Order Request</i>	June 3, 2019
<i>Firm Selected for Task</i>	Kimley-Horn and Associates Inc.
<i>Task (Project) Name</i>	2020 Pipeline and Manhole Restoration Services During Construction
<i>Task Description (and other relevant details)</i>	Provide construction phase services for pipeline repairs, including lining and point repairs, in coordination with the City's on-call contractors. Repairs have been previously identified in the 2016 I&I Study.
<i>Task Budget</i>	\$39,530.00
<i>Task Proposal Due Date</i>	TBD

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Works Department at 727.363.9243.

Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach



Shelby N. Hughes, P.E.
Kimley-Horn and Associates, Inc.

INDIVIDUAL PROJECT ORDER
June 3, 2019

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

IDENTIFICATION OF PROJECT**2020 Pipeline and Manhole Rehabilitation Services During Construction****GENERAL CATEGORY OF SERVICES:**

Under this IPO, the Engineer will provide general engineering services in connection with the two wastewater collection system rehabilitation construction contracts for the City of St. Pete Beach over fiscal year 2020. The contracts are as follows:

- Wastewater System Pipe Lining (Lining Project)
- Wastewater System Point Repairs (Point Repair Project)

These contracts will be referred to as projects for the remainder of the proposal. Under these Projects, Individual Purchase Orders (IPOs) will be issued to the contractor to release a number of repairs, including pipe lining repairs or pipe point repairs. The Engineer will provide general engineering services for these IPOs as described in the specific scope listed in Task 1 and Task 2 below.

SPECIFIC SCOPE OF SERVICES:Task 1 – Construction Packages

- A. The Engineer will provide a construction package for a maximum of five packages total, as shown below:
1. Lining Project: A maximum of 2 construction packages.
 2. Point Repair Project: A maximum of 3 construction packages.
 - a. Construction packages for point repair will have additional information included per Subsection B.
- B. Construction packages will include the following:
1. Exhibits showing the location and designation of each asset that needs to be rehabilitated (Asset being pipe lining, or pipe point repair required).
 2. Tabular list of assets released for rehabilitation within the IPO, with a general description of the repair necessary.
 3. Each of the construction packages will contain the up to the approximate number of assets listed below:
 - a. Pipelining Project – 50 Lining Repairs per IPO
 - b. Point Repair Project – 10 Point Repairs per IPO

4. Construction packages for the Point Repair Project will also include the pipeline inspection report, a general description of the deficiencies and a recommended repair per the line items in the Wastewater System Point Repairs contract.
5. FDOT permitting will be addressed by the Contractor. Any permit application fees are not included in this Work Assignment and shall be paid for by the City or Contractor.

Task 2 – Services During Construction

- A. Engineer shall provide construction observation services, for a maximum of five IPOs as created in Task 1. Engineering services associated with Task 2 shall include the following:
 1. Engineer will conduct a pre-construction conference, prepare an agenda for each meeting, and prepare minutes of meeting to be distributed to the Contractor and City.
 2. Engineer will conduct one project site visit per IPO and prepare punch list items to be corrected or completed at the substantial completion stage of the work.
 3. Engineer will provide recommendations of changes, if necessary, which may be required within the scope of the project during construction. Engineer will prepare discretionary items for a maximum of three work directive changes or change orders per IPO, if required, for City approval.
 4. Engineer will update ArcGIS database for the assets that have been repaired, listing the repair type, date, and issues or comments that are related to the completion of the repair.

PROJECT DELIVERABLES

1. The deliverables to be provided for this project include:
 - Construction meeting minutes – electronically submitted,
 - Electronically Submitted construction package
2. The City shall provide and complete the following:
 - Existing information and drawings as needed and available,
 - Review and comment on the deliverables,
 - Attend and participate in project meetings.

ADDITIONAL SERVICES (if required):

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

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1-2 for a Lump Sum fee of \$39,530. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated in 2017.

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

Task 1 – Construction Packages

- | | |
|---|----------|
| A. Lining Project (Maximum of 2 IPOs) | \$3,580 |
| 1. \$1,840 per Contractor IPO | |
| B. Point Repair Project (Maximum of 3 IPOs) | \$11,250 |
| 1. \$3,750 per Contractor IPO | |

Task 2 – Services During Construction

- | | |
|-------------------------------|----------|
| A. Maximum of 5 IPOs Total | \$24,700 |
| 1. \$4,940 per Contractor IPO | |

TOTAL OVER FISCAL 2020

\$39,530

METHOD OF COMPENSATION:

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

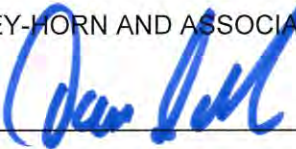
OTHER SPECIAL TERMS OF IPO:

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

ACCEPTED:
THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Associate _____

DATE: _____

DATE: 6/3/19 _____

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: 2020 I&I CPS
 Project Number:
 Date Prepared: 5/1/2019
 Estimated By: Shelby Hughes

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)								Misc. Direct Expense (\$)
		Principal	Senior PM	Senior Eng	Sr Project Engineer	Project Eng	Designer	Admin Asst.	KHA Labor Total	
		292.6	209.0	171.0	171.0	133.0	152.0	76.0		
1	Planning									
	Lining Project									\$180
	Create GIS Exhibits (5 hrs EI per IPO x 2 IPOs = 10)				2	10		2		
	Create Tabular Lists (5 hrs EI per IPO x 2 IPOs = 10)				2	10				
	Point Repair Project									\$210
	Create GIS Exhibits (5 hrs EI per IPO x 2 IPOs = 10)				2	10		2		
	Create Tabular Lists (5 hrs EI per IPO x 2 IPOs = 10)				2	10				
	Create Point Repoar Inspection General and Repair Recommendation		2		10	40				
	Subtotal (Hours)	0	2	0	18	80	0	4		390
	Task Total (Dollars)	\$0	\$418	\$0	\$3,078	\$10,640	\$0	\$304	\$14,440	\$390
2	Construction Phase Services									
	Pre-construction Conference and prepare minutes from meetings				6	14				
	Contractor Coordination and RFIs				12	24				
	Site Visits				24	24				
	Provide recommendations of changes, if necessary, which may be required within the scope of the project during construction. Prepare discretionary item work directive changes, and change orders, if required, for City Approval		4		12	24				
	ArcGIS Database Update				6	14		4		
	Subtotal (Hours)	0	4	0	60	100	0	4		\$0
	Task Total (Dollars)	\$0	\$836	\$0	\$10,260	\$13,300	\$0	\$304	\$24,700	\$0
Total Project Task									\$39,530	

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

Issue Considered: Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$40,000.00 for the design of Lift Station Repair and Replacement.

Date: October 8, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Wastewater Lift Stations #7 and #17 are in need of rehabilitation. Similar to the FY18 lift station rehabilitation program, these stations have failing rails, electrical systems in need of upgrade, damaged pump mounts, and require excessive man hours for day to day maintenance. The condition of these stations has degraded to a point where rehabilitation is necessary.

The City requested Kimley-Horn and Associates, Inc. provide a Task Order for services to include the redesign and upgrade of these two aging lift stations owned and operated by the City. The scope of services will include design, permit applications, and bidding services.

Funding: CIP – Lift Station Repair and Replacement
101-6107-535-5632

Requested Motion: “I move to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$40,000.00 for the design of Lift Station Repair and Replacement.”

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

**Reviewed by the
City Manager:**

AR



Exhibit "B"

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

<i>Date of Task Order Request</i>	June 7, 2019
-----------------------------------	--------------

<i>Firm Selected for Task</i>	Kimley-Horn and Associates Inc.
-------------------------------	---------------------------------

<i>Task (Project) Name</i>	Rehabilitation of Lift Station 7 & 17 - Design and Permitting
----------------------------	---

<i>Task Description (and other relevant details)</i>	Provide design documents, including plans, specifications, and an opinion of probable cost, for the rehabilitation of Lift Station 7 and 17. Design and Permitting are included under this task order. Bidding and Construction Phase services will be completed under a separate task order. .
--	--

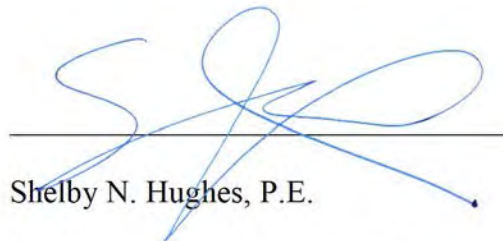
<i>Task Budget</i>	\$40,000.00
--------------------	-------------

<i>Task Proposal Due Date</i>	TBD
-------------------------------	-----

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Works Department at 727.363.9243.

Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach



Shelby N. Hughes, P.E.
Kimley-Horn and Associates, Inc.



INDIVIDUAL PROJECT ORDER (IPO)

June 7, 2019

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

IDENTIFICATION OF PROJECT:

Rehabilitation of Lift Station No. 7 and 17

GENERAL CATEGORY OF SERVICES:

Under this IPO, the Engineer will provide general engineering services for the rehabilitation of Lift Station #7 and 17. The stations will have new pumps, control panels, piping, valves, valve vault and LS #17 will be converted from a dry pit station to a submersible pump station. The work to be included will be as follows:

1. Topographic Survey of the lift station listed above as located in St Pete Beach, Florida. Apparent right of way lines will be determined in accordance with existing monumentation and information supplied by the City or County. Visible aboveground site improvements, utilities and appurtenances will be located. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances. No Title Searches will be performed as part of this scope of services.
2. Prepare plans providing for the replacement of the pumps, piping, valves, and controls and rehabilitation or replacement of the wet well and valve vault.
3. Construction management to include site visits and start up.

Task 1 – Design/Permit Applications

- 1.1 The Engineer will provide the design of the proposed lift station rehabilitation for LS # 7 and #17 on 11 x 17 plan sheets in accordance with the preliminary design approach and review comments from the City. Plan sheets with details will be provided for lift station equipment rehabilitation, control modifications, emergency power system, and connections to the existing system, the plan sheets will be provided to the client in PDF format and not paper copies. Plan PDFs will be provided at the 60% level for the 60% review meeting and at the final submittal stage.
- 1.2 The Engineer's Electrical sub-consultant will provide the following services:
 - Design of a new electrical system for the renovated station based on the City of St. Pete Beach's current standards.
 - Design for a new control system for the station based on the City of St Pete Beach's current standards.

- Specifications for the electrical and control systems
- 1.3 The Engineer will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Included with the specifications will be contract documents that will contain the City's Standard bid documents. Specifications will only be provided with the final design submittal.
 - 1.4 The Engineer will prepare and submit documents and design data for the permit application required by the Florida Department of Environmental Protection (FDEP). The Engineer will address up to two requests for information from the permitting agency. All permit fees shall be paid by the City.
 - 1.5 The Engineer will provide an opinion of probable construction cost (OPC) for the proposed project based on the final design. OPC will only be provided with the final design submittal. *Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*
 - 1.6 The Engineer will attend one (1) meeting with the City during the design process to discuss and review the project. This meeting is anticipated to occur after submitting 60% plans.

FEE AND BILLING

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

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

Task 1 – Design/Permit Applications	\$40,000.00
-------------------------------------	-------------

TOTAL LUMP SUM FEE	\$40,000.00
---------------------------	--------------------

ADDITIONAL SERVICES (if required):

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

METHOD OF COMPENSATION:

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

OTHER SPECIAL TERMS OF IPO:

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

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES,
INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Associate _____

DATE: _____

DATE: 6/7/2019 _____

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: St Pete Beach LS 7 & 17
 Date Prepared: 9/19/2018
 Estimated By: Shelby Hughes

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)									Misc. Direct Expense (\$)
		Principal P-7/8	Senior Prof P-5/6	Prof P-3/4	Analyst P-1/2	CADD CO-5/6	Designer D7	Tech/ Field Rep T-4	Support Staff C-5	KHA Labor Total	
1	Design and Permitt Applications										
	60% Design Plans			6	70		40				
	Survey										\$3,614
	Electrical Engineering										\$5,000
	Client Review Meeting			4	4						
	100% Plans			4	20		10				
	100% Specs			2	4						
	100% OPC			2	4						
	FDEP Collection System Permit			2	2						\$500
	QC	4									
	Subtotal (Hours)	4	0	20	104	0	50	0	0		\$9,114
	Task Total (Dollars)	\$1,170	\$0	\$3,420	\$17,784	\$0	\$7,600	\$0	\$0	\$29,974	\$10,025
Task Total (Dollars)										\$40,000	

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

Issue Considered: Request approval of Addendum #2 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$77,000.00 for Additional Design Services.

Date: October 8, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, 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. Addendum #2 adds additional design services to the scope of work, accounting for additional Lift Station renderings, SRF Loan Coordination, public meeting support, and a redesign of Hotel District Lift Station #1 due to a request from the Tradewinds and Coral Reef to shift the location of the station approximately 5 feet north, and expanding the easement limits.

Funding: CIP – Sanitary Sewer
101-6107-535-5669

Requested Motion: “I move to approve Addendum #2 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$77,000.00 for Additional Design Services.”

Attachment: Addendum #2

**Reviewed by the
City Manager:**

AR

**SECOND 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 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 2.6 which shall read:

Provide additional services in accordance with Professional Services Letter Agreement dated September 27, 2019 and attached as Exhibit "E". Compensation for additional services will be paid in accordance with the fee and expenses under Task 3 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: Alex Rey

Its:

Its: City Manager

Date: _____

Date: _____

Exhibit E
Professional Services Letter Agreement



September 27, 2019

Mr. Brett Warner
City Engineer
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706

Re: Professional Services Letter Agreement
St. Pete Beach North Force Main Extension – Additional Design Services

Dear Mr. Warner:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this scope of services to the City of St Pete Beach ("City" or "Client") for providing additional design services for the North Force Main Extension project including the design of Hotel District Lift Station 1 (HD LS-1). Additional services were required to provide public outreach materials, lift station design changes for easement acquisition, and additional coordination for funding through the Florida Department of Environmental Protection's State Revolving Fund (FDEP SRF).

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Additional Design Services

Additional services completed during the design phase of this project included:

- A. Lift Station renderings for HD LS-1 for coordination with Coral Reef and easement approval
 - a. Renderings for HD LS-1 show the lift station on the existing site and on the proposed site per the Sugar Sands Development plans.
- B. Lift Station landscaping plan and irrigation plan.
- C. FDOT median adjustment and turn-in exhibit for Coral Reef
 - a. The exhibit is for informational purposes only and is not part of the HD LS-1 construction plan set. The exhibit cannot be used for permitting.
- D. FDEP SRF Coordination for document resubmittal
 - a. Resubmittal of SRF documents required to accommodate Bid schedule of design consultants.
- E. Public Meeting Coordination Exhibits and Agenda
 - a. Public Meeting Agenda
 - b. GIS exhibits showing sanitary and undergrounding project limits
 - c. (3) 36x48-inch exhibits were provided in addition to (1) 48x96-inch laminated roll plot.
- F. Lift station design revision and required coordination with Tradewinds, Coral Reef, and associated parties, including but not limited to (3) coordination meetings and development plan review for Sugar Sands development by others.

Task 2 – Hotel District Lift Station 1 Re-Design

Per coordination meeting with Kimley-Horn, the City, the Tradewinds Hotel, and the Coral Reef Condo

Association held on 08/23/2019, the Hotel District Lift Station will require a complete re-design to shift the proposed lift station North approximately 5-feet and extend the easement limits. The lift station re-design will include the following:

- A. Lift Station infrastructure will shift approximately 5-feet to the North to abut the Alden property line.
- B. The following plan sheets will require updates in the bid plan set:
 - a. Site Plan
 - b. Demolition & Grading and Drainage Plan
 - c. Landscaping Plan
 - d. Electrical Plan
 - e. Gravity Main Improvements
 - f. Force Main Improvements
- C. The following plan sheets will be developed and included in the bid plan set:
 - a. Parking lot modification and striping plan
- D. Specifications, Opinion of Probable Construction Cost, and Bid Form will be updated to reflect lift station changes.
- E. Updated lift station plan to be submitted for review by Tradewinds and Coral Reef for up to one (1) round of comments
- F. Updated lift station plan to be submitted for review of deviations by FDEP under the individual permit previously acquired.

Plans will be delivered to the City and the Tradewinds/Coral Reef electronically for review and comment following the redesign. Kimley-Horn will revise the plans up to three (3) times to address comments and will resubmit to the City.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement: Bidding and construction phase services.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Schedule

Kimley-Horn will begin services upon receipt of an executed agreement. The above services will be provided as expeditiously as practicable to meet a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Task 1-2 for the total lump sum fee below. Individual task amounts are informational only.

Task 1 - Additional Design Services	\$	42,000.00
Task 2 - Hotel District Lift Station 1 Re-Design	\$	35,000.00
Total Lump Sum Fee	\$	77,000.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of St. Pete Beach.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.



Shelby N. Hughes, P.E.
Project Manager



W. Wade Wood III, P.E.
Associate

**CITY OF ST. PETE BEACH, FLORIDA
A Municipality**

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits,

the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: SPB Force Main 2 Extension - Additional Services
Project Number: _____
Date Prepared: _____
Estimated By: Shelby Hughes

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)							Misc. Direct Expense (\$)
		Principal 293	Senior PM 209	Sr Project Engineer 171	Project Eng/Const Manager 133	Designer 152	Admin Asst 76	KHA Labor Total	
1	Additional Design Services								\$2,480
	Coordination meetings with Coral Reef			24	24				
	Lift Station Renderings			20	20	40			
	Landscape Plan and Irrigation Plan			8	16	8			
	FDOT Median Adjustment			4	6	10			
	SRF Loan Coordination for Bid Documents and Resubmittal			14	4				
	Public Meeting Exhibits, Maps, Agenda, Public Meeting			14	30				
	Sugar Sands Development Review and Coordination for changes to design			10	10				
	Subtotal (Hours)	0	0	94	110	58	0		\$2,480
	Task Total (Dollars)	\$0	\$0	\$16,074	\$14,630	\$8,816	\$0	\$39,520	\$2,480
2	Lift Station Re-Design								
	Plan Sheet Revisions		2	28	80	40	4		
	Parking Lot Modifications			6	18	10			
	Coordination with Coral Reef and Tradewinds (including Architect)			20	12				
	OPC Update			1	2		1		
	M&P Specifications Update			2	2				
	FDEP Re-submittal			6	4		2		
	Subtotal (Hours)	0	2	63	118	50	7		\$0
	Task Total (Dollars)	\$0	\$418	\$10,773	\$15,694	\$7,600	\$515	\$35,000	\$0
	Subtotal (Hours)							\$74,520	\$2,480
	Task Total (Dollars)							\$77,000	

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2019-XX: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the loan application in an amount not to exceed \$15 million; authorizing the loan agreement; establishing pledged revenues; designating authorized representatives; providing assurances; providing for conflicts, severability, construction, publication and an effective date.

Date: October 8, 2019

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: City staff first discussed the State Revolving Fund (SRF) loan program with the City Commission on March 12, 2019, presenting it as the most cost-effective approach to financing the sanitary sewer expansion project designed to restore capacity to the City's wastewater collection system. On June 25, 2019, the City Commission approved Resolution 2019-04, adopting the St. Pete Beach Sanitary Sewer Projects Planning Document, which determined the selected force main construction project as the most prudent approach to addressing the wastewater collection system deficiencies.

Approval of the requested ordinance will complete the SRF loan authorization process and provide staff direction to close on the loan application. The ordinance is prepared in an amount not to exceed \$15 million solely for the purpose of maintaining future flexibility; the anticipated value of the loan as of September 30, 2019 is \$10,397,615.

As discussed previously, the advantages of the SRF program include a below-market interest rate, flexible repayment provisions including no pre-payment penalties, and a deferred amortization schedule beginning approximately one year after completion of construction. Disadvantages include the cost of compliance with federal requirements, including Davis-Bacon prevailing wage and American Iron and Steel requirements. Kimley-Horn and Associates, Inc. will perform compliance for these requirements in the amount of \$88,000. On a net basis, staff estimates approximately \$940,000 in total savings by executing the SRF loan as opposed to a conventional bank loan.

Funding:

The fiscal year 2020 budget includes \$12,950,047 for the Sanitary Sewer Expansion Project. Borrowing authorization is requested in the tentative amount of \$10,397,615, based on the following terms:

Project cost:	\$12,950,047
Less available funds:	\$(2,819,932)
Required funding:	<u>\$10,130,115</u>

Plus loan service fee (2% of funding):	\$202,700
Plus capitalized interest:	\$64,800
Total cost to be amortized:	<u>\$10,397,615</u>

Tentative interest rate:	0.835%
Annual debt service (20-year term):	\$564,679
Total interest expense (20-year term):	\$895,963

Final terms and rates are subject to market fluctuations and the final funding formula determined by the Florida Department of Environmental Protection. The total cost to be amortized may change modestly based on such factors, subject to approval by the City Manager.

Requested Motion:

“I move to approve Ordinance 2019-XX (read title) on first reading.”

Attachment:

Loan application

**Reviewed by the
City Manager:**

AR

ORDINANCE 2019-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION IN AN AMOUNT NOT TO EXCEED \$15 MILLION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, the Florida Administrative Code requires authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. 52031 as eligible for available funding; and

WHEREAS, the City of St. Pete Beach, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

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

Section Two. The City of St. Pete Beach, Florida, is authorized to apply for a loan to finance the Project.

Section Three. The revenues pledged for repayment of the loan are net Wastewater Fund utility operating revenues after payment of debt service on the City’s current long-term financing obligations: Wastewater Utility System Revenue Bonds, Series 2015; Clean Water State Revolving Fund Loan Agreement CS12069612P; Clean Water State Revolving Fund Loan Agreement WW69613P; and capital lease dated November 17, 2015.

Section Four. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section Five. The City Manager is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The City Manager is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The City Manager is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section Six. All Ordinances or part of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of any conflict with the Ordinance.

Section Seven. 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, unlawful, 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 of any part.

Section Eight. This Ordinance is to be liberally construed to accomplish its objectives.

Section Nine. This Ordinance shall be published in accordance with the requirements of law.

Section Ten. This Ordinance shall become effective immediately upon its passage and adoption.

* * * * *

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA

Alan Johnson, Mayor

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

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE REVOLVING LOAN PROGRAM
for
Point Source Water Pollution Control

LOAN APPLICATION



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd., MS 3505
Tallahassee, FL 32399-3000

TABLE OF CONTENTS

	Page Number
LOAN APPLICATION	
(1) SUBMITTAL.....	1
(2) COMPLETING THE APPLICATION	1
(3) ASSISTANCE	1
PART I - ADMINISTRATIVE INFORMATION	
(1) PROJECT SPONSOR.....	1
(2) AUTHORIZED REPRESENTATIVE	1
(3) PRIMARY CONTACT	1
(4) ADDITIONAL CONTACTS.....	1
(5) PROJECT NUMBER.....	1
(6) INTERIM FINANCING	1
PART II - PROJECT INFORMATION	
A. PRECONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE.....	2
(3) COST	2
B. CONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE.....	3
(3) COST	3
PART III - FINANCIAL INFORMATION	
(1) PRINCIPAL	3
(2) TERMS AND REPAYMENT	3
(3) ANNUAL FUNDING LIMIT.....	3
(4) INFORMATION ON LIENS	3
(5) ACTUAL AND PROJECTED REVENUES.....	4
(6) AVAILABILITY OF PLEDGED REVENUES	4
(7) LOAN SERVICE FEE.....	4
PART IV - AUTHORIZATION AND ASSURANCES	
(1) AUTHORIZATION.....	4
(2) ASSURANCES	4
PART V - SUPPLEMENTARY INFORMATION	
SCHEDULE OF PRIOR AND PARITY LIENS	7
SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE.....	8
SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE.....	9
LIST OF ATTACHMENTS.....	10

LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.
- (2) COMPLETING THE APPLICATION.
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR City of St. Pete Beach
Federal Employer Identification Number 59-6000423
DUNS Number 025164955
- (2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
Name Vincent M. Tenaglia Title Assistant City Manager
Telephone (727) 363-9250 FAX _____ Email vtenaglia@stpetebeach.org
Mailing Address 155 Corey Avenue, St. Pete Beach, Florida 33706
- (3) PRIMARY CONTACT (person to answer questions regarding this application).
Name Vincent Tenaglia Title Assistant City Manager
Telephone (727) 363-9250 FAX _____ Email vtenaglia@stpetebeach.org
Employer City of St. Pete Beach
Mailing Address 155 Corey Avenue, St. Pete Beach, Florida 33706
- (4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* _____).
Name Shelby Hughes, P.E. Title Engineer of Record
Telephone (727) 498-2585 FAX _____ Email shelby.hughes@kimley-horn.com
Employer Kimley-Horn and Associates, Inc.
Mailing Address 100 2nd Avenue South, Suite 105N, St. Petersburg, Florida 33701
- (5) PROJECT NUMBER (listed on the Department's priority list). 52031
- (6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?

☐

Yes

☒

No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #*_____)

- (1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #*_____) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No. If “No”, please explain. (*Attachment #*_____)
- (2) SCHEDULE.
- (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)
- | | |
|------------------------------------|-------|
| Planning documentation | _____ |
| Engineering work | _____ |
| Certification of site availability | _____ |
| Permit | _____ |
- (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (*Attachment #*_____) ☐ Yes ☐ No
- (c) Is this a design/build project? ☐ Yes ☐ No
- (3) COST. Is the cost information submitted for the planning, design or SSES loan priority list current? ☐ Yes ☐ No
If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #*_____) Note that the disbursable amount will be limited to the priority list amount.

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

- (1) ACTIVITIES.
- (a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #1*).
Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No
If “No”, please explain. (*Attachment #*_____)
- (b) Have any of the contracts been bid? ☒ Yes ☐ No
If “Yes”, indicate which contracts have been bid. (*Attachment #1*)
- (c) Was planning, design, or SSES for this project financed in another SRF loan? ☐ Yes ☒ No
If “Yes”, give the SRF loan number. _____
- (d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☒ No
If “Yes”, attach a copy of the Department letter accepting the interlocal agreement. (*Attachment #*_____)
Is the interlocal agreement, as accepted by the Department, fully executed and enforceable? ☐ Yes ☐ No
If “No”, please explain (*Attachment #*_____).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. December 2019
- (b) Anticipated completion of all construction contracts. June 2022

- (3) COST. Is the cost information submitted for the priority list current? ☒ Yes ☐ No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #_____) Note that the disburseable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$10,130,115

Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

- (2) TERMS AND REPAYMENT.

- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? 30 (years)

Over how many years would you like to amortize the loan? 20 (years)

- (b) List all revenues that are to be pledged for repayment of this loan. Utility operating revenues

- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 15% (coverage percentage)

- (d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No

If "Yes", please list. (Attachment #_____)

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

- (4) INFORMATION ON LIENS.

- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment #2) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment # 3*).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment # N/A*).
- (5) ACTUAL AND PROJECTED REVENUES.
 - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment # 4*) The opinion must address the following:
 - (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment # 5*) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
 - 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
 - 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
 - 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
 - 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
 - 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
 - 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
 - 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
 11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
 12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
 13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
 14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
 15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
 16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
 17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
 18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
 19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
 20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
 21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
 5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
 6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
 7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
 8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____, 20_____

Authorized Representative _____ Vincent M. Tenaglia
(signature) (name typed or printed)

Attachments

PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	#1	#2	#3
Identify Each Obligation	<u>2015 CenterState Loan</u>	<u>Capital Lease</u>	<u></u>
Coverage	<u>1.25</u> %	<u>N/A</u> %	<u></u> %
Insured?	<u></u> Yes <u>X</u> No	<u></u> Yes <u>X</u> No	<u></u> Yes <u></u> No

Fiscal Year	Annual Debt Service (Principal Plus Interest)			Total Debt Service	Total Debt Service Incl. Coverage
	#1	#2	#3		
2011	\$	\$	\$	\$	\$
2012	\$	\$	\$	\$	\$
2013	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$
2017	\$368,488	\$77,165	\$	\$445,653	\$537,775
2018	\$369,493	\$77,165	\$	\$445,658	\$539,031
2019	\$369,176	\$77,165	\$	\$446,342	\$538,636
2020	\$368,579	\$77,165	\$	\$445,744	\$537,888
2021	\$368,699	\$77,165	\$	\$445,865	\$538,039
2022	\$369,499	\$	\$	\$369,499	\$461,873
2023	\$368,936	\$	\$	\$368,936	\$461,170
2024	\$369,052	\$	\$	\$369,052	\$461,315
2025	\$368,806	\$	\$	\$368,806	\$461,007
2026	\$369,198	\$	\$	\$369,198	\$461,498
2027	\$369,188	\$	\$	\$369,188	\$461,485
2028	\$368,776	\$	\$	\$368,776	\$460,971
2029	\$368,963	\$	\$	\$368,963	\$461,203
2030	\$368,707	\$	\$	\$368,707	\$460,883
2031	\$369,008	\$	\$	\$369,008	\$461,261
2032	\$368,828	\$	\$	\$368,828	\$461,035
2033	\$369,165	\$	\$	\$369,165	\$461,456
2034	\$368,979	\$	\$	\$368,979	\$461,224
2035	\$369,271	\$	\$	\$369,271	\$461,589
2036	\$	\$	\$	\$	\$
2037	\$	\$	\$	\$	\$

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>FY 2017</u>	<u>FY 2018</u>
(a) Operating Revenues (Source)		
Charges for service	6,047,553	6,677,519
(b) Interest Income	44,435	70,116
(c) Other Income or Revenue (Identify)		
Sale of surplus equipment	0	55,685
Intergovernmental grants and misc.	199,856	211,889
(d) Total Revenues	6,291,844	7,015,209
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	3,131,882	4,583,851
(f) Net Revenues [(f) = (d) – (e)]	3,159,962	2,431,358
(g) Debt Service (including any required coverage)	815,564	816,821
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (<i>Attachment # <u>7</u></i>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (<i>Attachment # <u>8</u></i>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (<i>Attachment # <u>N/A</u></i>)		

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment # N/A*)

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
(a) Operating Revenue	<u>6,537,668</u>	<u>7,144,945</u>	<u>7,645,092</u>	<u>8,180,248</u>	<u>8,180,248</u>
(b) Interest Income	<u>23,000</u>	<u>25,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>
(c) Other Income or Revenue (identify)					
(d) Total Revenues	<u>6,560,668</u>	<u>7,169,945</u>	<u>7,675,092</u>	<u>8,210,248</u>	<u>8,210,248</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>4,506,348</u>	<u>4,606,576</u>	<u>4,744,773</u>	<u>4,887,116</u>	<u>5,033,730</u>
(f) Net Revenues (f = d - e)	<u>2,054,320</u>	<u>2,563,369</u>	<u>2,930,318</u>	<u>3,323,131</u>	<u>3,176,518</u>
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	<u>538,636</u>	<u>537,888</u>	<u>538,039</u>	<u>461,873</u>	<u>461,170</u>
(h) Revenue (including coverage) pledged to outstanding SRF loans	<u>277,790</u>	<u>277,790</u>	<u>277,790</u>	<u>277,790</u>	<u>277,790</u>
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	<u>1,237,895</u>	<u>1,747,691</u>	<u>2,114,489</u>	<u>2,583,469</u>	<u>2,437,558</u>
(j) Identify the source of the above information and explain methods used to develop the projections (<i>Attachment # <u>9</u></i>). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information?				☒ Yes	☐ No

If “No”, please explain. (*Attachment # N/A*)

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

[illegible]

Attachment #1

Description of Construction Activities

The City of St. Pete Beach is requesting funding for the construction and technical services for implementation of the St. Pete Beach Sanitary Sewer Projects to alleviate surcharging and increase capacity for existing and proposed development.

The components of the St. Pete Beach Sanitary Sewer Projects are as follows:

1. Sanitary Sewer North Force Main Extension (Force Main 2)
 - o Includes approximately 6,800 LF of 24-inch diameter force main and 1,150 LF of 30-inch force main
2. Sanitary Sewer South Force Main Extension (Force Main 3)
 - o Includes approximately 6,600 LF of 16-inch diameter force main
3. Hotel District Lift Stations
 - o Includes four (4) new lift stations
 - o Includes approximately 265 LF of 6-inch diameter force main
 - o Includes approximately 60 LF of 12-inch diameter gravity main
 - o Includes approximately 200 LF of 10-inch diameter gravity main
 - o Includes approximately 250 LF of 8-inch diameter gravity main
 - o Includes four (4) new manholes

List of Contracts

Contracts for Professional Design Services for Plans and Specifications (Funded by the City)

1. Kimley-Horn and Associates, Inc. – Sanitary Sewer North Force Main Extension
2. Stanley Consultants, Inc. – Sanitary Sewer South Force Main 3 Extension
3. George F. Young, Inc. – Gulf Blvd Sanitary Crossings

Contracts for Professional Engineering Services During Bidding and Construction

1. Kimley-Horn and Associates, Inc. - St. Pete Beach North and South Force Main Extension – Services During Bidding and Construction and SRF compliance requirement
2. Stanley Consultants, Inc. – Sanitary Sewer Force Main 3 Extension
3. George F. Young, Inc. – Hotel District Lift Stations Engineering Services During Construction

Contracts for Construction

1. Request for Qualifications – General Contractor Prequalification for Sanitary Sewer Capacity Improvements was issued on August 9th, 2019. The Statements of Qualifications are due to the City on September 6th, 2019 and the selections will be presented to the City Commission at the October 8th, 2019 Commission Meeting.
2. Request for Bids from selected prequalified contractors will be issued in October 2019

Attachment #2 – Current debt obligations to be paid from Wastewater Fund utility operating revenues:

1. 2003 Clean Water State Revolving Fund Loan Agreement CS12069612P originally executed by FDEP on November 1, 2001; amended on October 4, 2002 and June 16, 2004 in the total revised amount of \$297,004.14 including \$275,471 to the City of St. Pete Beach, capitalized interest of \$11,533.03, and service fee charges of \$10,000.11.

Annual debt service payments totaling approximately \$19,450 with final payment due FY 2023.

2. 2005 Clean Water State Revolving Fund Loan Agreement WW69613P originally executed by FDEP on May 14, 2004; amended on August 3, 2005 and April 30, 2012 in the total revised amount of \$3,601,915.78 including \$3,515,929 to the City of St. Pete Beach, capitalized interest of \$11,041.99, and service fee charges of \$74,944.79.

Annual debt service payments totaling approximately \$222,107 with final payment due FY 2026.

3. City of St. Pete Beach, Florida Wastewater Utility System Revenue Bond, Series 2015 issued in the amount of \$5,000,000 pursuant to Resolution No. 2015-05 on April 14, 2015.

Annual debt service payments totaling approximately \$369,176 with final payment due FY 2035.

4. Vac-Con Vacuum Truck Capital Lease executed on November 17, 2015 in the total amount of \$385,826.10.

Annual debt service payments totaling approximately \$77,165 with final payment due FY 2021.

CITY OF ST. PETE BEACH, FLORIDA

WASTEWATER UTILITY SYSTEM REVENUE BOND RESOLUTION

RESOLUTION NO. 2015-05

ADOPTED APRIL 14, 2015

TABLE OF CONTENTS

PAGE

ARTICLE I GENERAL

SECTION 1.01.	DEFINITIONS	1
SECTION 1.02.	AUTHORITY FOR RESOLUTION.....	14
SECTION 1.03.	RESOLUTION TO CONSTITUTE CONTRACT	14
SECTION 1.04.	FINDINGS	14
SECTION 1.05.	AUTHORIZATION OF THE SERIES 2015 PROJECT; REIMBURSEMENT.....	16

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01.	AUTHORIZATION OF BONDS	17
SECTION 2.02.	AUTHORIZATION AND DESCRIPTION OF THE SERIES 2015 BOND	17
SECTION 2.03.	EXECUTION OF BONDS	19
SECTION 2.04.	AUTHENTICATION.....	19
SECTION 2.05.	TEMPORARY BONDS.....	19
SECTION 2.06.	BONDS MUTILATED, DESTROYED, STOLEN OR LOST	20
SECTION 2.07.	INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER.....	20
SECTION 2.08.	FORM OF BONDS	22

ARTICLE III

REDEMPTION OF BONDS

SECTION 3.01.	PRIVILEGE OF REDEMPTION	30
SECTION 3.02.	SELECTION OF BONDS TO BE REDEEMED	30
SECTION 3.03.	NOTICE OF REDEMPTION	30
SECTION 3.04.	REDEMPTION OF PORTIONS OF BONDS.....	31
SECTION 3.05.	PAYMENT OF REDEEMED BONDS	32
SECTION 3.06.	PURCHASE IN LIEU OF OPTIONAL REDEMPTION.....	32

ARTICLE IV

SECURITY, FUNDS AND ACCOUNTS; APPLICATION OF PLEDGED FUNDS

SECTION 4.01.	BONDS NOT TO BE INDEBTEDNESS OF ISSUER.....	33
SECTION 4.02.	SECURITY FOR BONDS	33
SECTION 4.03.	CONSTRUCTION FUND	34
SECTION 4.04.	CREATION OF FUNDS AND ACCOUNTS	35
SECTION 4.05.	DISPOSITION OF GOVERNMENT GRANTS, GROSS REVENUES AND SPECIAL ASSESSMENTS.....	36

SECTION 4.06.	WASTEWATER CONNECTION FEES FUND	45
SECTION 4.07.	REBATE FUND	46
SECTION 4.08.	RATE STABILIZATION FUND	47
SECTION 4.09.	INVESTMENTS	47
SECTION 4.10.	SEPARATE ACCOUNTS	48

ARTICLE V COVENANTS

SECTION 5.01.	GENERAL	49
SECTION 5.02.	OPERATION AND MAINTENANCE	49
SECTION 5.03.	ANNUAL BUDGET	49
SECTION 5.04.	RATES	49
SECTION 5.05.	BOOKS AND RECORDS	50
SECTION 5.06.	ANNUAL AUDIT	50
SECTION 5.07.	NO MORTGAGE OR SALE OF THE SYSTEM	50
SECTION 5.08.	INSURANCE	52
SECTION 5.09.	NO FREE SERVICE	53
SECTION 5.10.	NO IMPAIRMENT OF RIGHTS	53
SECTION 5.11.	COMPULSORY CONNECTIONS	54
SECTION 5.12.	ENFORCEMENT OF CHARGES	54
SECTION 5.13.	COVENANTS WITH CREDIT BANKS AND INSURERS	54
SECTION 5.14.	COLLECTION OF SPECIAL ASSESSMENTS	54
SECTION 5.15.	RE-ASSESSMENTS	54
SECTION 5.16.	COLLECTION OF WASTEWATER CONNECTION FEES	55
SECTION 5.17.	CONSULTING ENGINEERS	55
SECTION 5.18.	FEDERAL INCOME TAXATION COVENANTS; TAXABLE BONDS	55
SECTION 5.19.	COVENANTS RELATING TO FEDERAL SUBSIDY BONDS	56

ARTICLE VI SUBORDINATED INDEBTEDNESS AND ADDITIONAL BONDS

SECTION 6.01.	SUBORDINATED INDEBTEDNESS	57
SECTION 6.02.	ISSUANCE OF ADDITIONAL BONDS	57
SECTION 6.03.	ANTICIPATION BONDS	60
SECTION 6.04.	ACCESSION OF SUBORDINATED INDEBTEDNESS TO PARITY STATUS WITH BONDS	61

ARTICLE VII DEFAULTS AND REMEDIES

SECTION 7.01.	EVENTS OF DEFAULT	62
SECTION 7.02.	REMEDIES	62

SECTION 7.03.	DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS.....	63
SECTION 7.04.	REMEDIES CUMULATIVE	63
SECTION 7.05.	WAIVER OF DEFAULT	63
SECTION 7.06.	APPLICATION OF MONEYS AFTER DEFAULT.....	63
SECTION 7.07.	CONTROL BY INSURER	65
ARTICLE VIII SUPPLEMENTAL RESOLUTIONS		
SECTION 8.01.	SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT	66
SECTION 8.02.	SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS', INSURERS' AND CREDIT BANKS' CONSENTS.	67
SECTION 8.03.	AMENDMENT WITH CONSENT OF INSURERS AND CREDIT BANKS ONLY	68
ARTICLE IX DEFEASANCE		
SECTION 9.01.	DEFEASANCE.....	70
ARTICLE X PROVISIONS RELATING TO SERIES 2015 BOND		
SECTION 10.01.	OPTIONAL REDEMPTION OF SERIES 2015 BOND.....	72
SECTION 10.02.	MANDATORY SINKING FUND REDEMPTION OF SERIES 2015 BOND.....	72
SECTION 10.03.	APPLICATION OF SERIES 2015 BOND PROCEEDS	72
SECTION 10.04.	APPOINTMENT OF PAYING AGENT AND REGISTRAR.....	73
SECTION 10.05.	PROVISION OF FINANCIAL INFORMATION.....	73
ARTICLE XI MISCELLANEOUS		
SECTION 11.01.	CAPITAL APPRECIATION BONDS	74
SECTION 11.02.	SALE OF BONDS	74
SECTION 11.03.	SEVERABILITY OF INVALID PROVISIONS.....	74
SECTION 11.04.	VALIDATION AUTHORIZED	74
SECTION 11.05.	REPEAL OF INCONSISTENT RESOLUTIONS	74
SECTION 11.06.	EFFECTIVE DATE	74
EXHIBIT A -	GENERAL DESCRIPTION OF THE SERIES 2015 PROJECT	
EXHIBIT B -	PURCHASER'S PROPOSAL	
EXHIBIT C -	FORM OF DISCLOSURE LETTER AND TRUTH-IN-BONDING STATEMENT	

RESOLUTION NO. 2015-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF WASTEWATER UTILITY REVENUE BONDS FROM TIME TO TIME FOR THE PRINCIPAL PURPOSES OF FINANCING AND REFINANCING COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS TO THE CITY'S WASTEWATER UTILITY SYSTEM; PROVIDING FOR THE PAYMENT THEREOF FROM THE NET REVENUES OF THE WASTEWATER UTILITY SYSTEM AND CERTAIN OTHER MONEYS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH BONDS ISSUED HEREUNDER; ACCEPTING THE PROPOSAL OF CENTERSTATE BANK OF FLORIDA, N.A. TO PROVIDE THE CITY WITH A LOAN TO FINANCE CERTAIN COSTS RELATING TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS TO THE CITY'S WASTEWATER UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING \$5,000,000 PRINCIPAL AMOUNT OF THE CITY OF ST. PETE BEACH, FLORIDA WASTEWATER UTILITY SYSTEM REVENUE BOND, SERIES 2015, TO CENTERSTATE BANK OF FLORIDA, N.A. IN ORDER TO EVIDENCE SUCH LOAN; PROVIDING CERTAIN TERMS AND DETAILS OF SAID BOND, INCLUDING AUTHORIZING A NEGOTIATED SALE OF THE SERIES 2015 BOND TO CENTERSTATE BANK OF FLORIDA, N.A.; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER TO NEGOTIATE AND APPROVE THE FINAL TERMS AND DETAILS OF SAID SERIES 2015 BOND IN ACCORDANCE WITH THE TERMS HEREOF; PROVIDING FOR MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE SERIES 2015 BOND ISSUED HEREUNDER; AND PROVIDING AN EFFECTIVE DATE.

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

**ARTICLE I
GENERAL**

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of St. Pete Beach, Florida, and other applicable provisions of law.

"Additional Bonds" shall mean the obligations issued at any time under the provisions of Section 6.02 hereof on parity with the Series 2015 Bond.

"Annual Audit" shall mean the annual audit prepared pursuant to the requirements of Section 5.06 hereof.

"Annual Budget" shall mean the annual budget prepared pursuant to the requirements of Section 5.03 hereof.

"Annual Debt Service" shall mean the aggregate amount of Debt Service on the Bonds for each applicable Fiscal Year.

"Authorized Investments" shall mean any investments that may be made by the Issuer under applicable law and which are allowed under the Issuer's investment policy.

"Authorized Issuer Officer" shall mean the Mayor or the City Manager, and when used in reference to any act or document, also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Insurance Policy" shall mean the municipal bond insurance policy or financial guaranty insurance policy or policies issued by an Insurer guaranteeing the payment of the principal of and interest on any portion of the Bonds.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the Series 2015 Bond, together with any Additional Bonds issued pursuant to this Resolution and any Subordinated Indebtedness which accedes to the status of the Bonds pursuant to Section 6.04 hereof.

"City Manager" shall mean the City Manager of City of St. Pete Beach, Florida, and such other person as may be duly authorized to act on behalf of the City Manager.

"Clerk" shall mean the City Clerk of the City of St. Pete Beach, Florida and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"Commission" shall mean the City Commission of the City of St. Pete Beach, Florida.

"Construction Fund" shall mean the fund established pursuant to Section 4.03 hereof.

"Consulting Engineers" shall mean any engineer or engineering firm of reputation for skill and experience with respect to the construction, maintenance and/or operation of facilities similar to the facilities that make up all or a portion of the System, which is duly licensed under the laws of the State of Florida and designated by the Issuer to perform the duties of the Consulting Engineers under the provisions hereof.

"Cost," when used in connection with a Project, shall mean (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of such Project; (3) costs of land and interests therein and the cost of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety Bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the System during the period of acquisition and construction of such Project and for such period subsequent to completion as the Issuer shall determine and shall be allowed under the applicable provisions of the Code; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses of the financing, including audits, fees and expenses of any Paying Agent, Registrar, escrow agent or depository; (8) amounts, if any, required by this Resolution to be paid into the Interest Account upon the issuance of any Series of Bonds; (9) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for a Project; (10) costs of machinery, equipment and supplies and reserves required by the Issuer for the commencement of operation of such Project; and (11) any other costs properly attributable to such construction or acquisition, as determined by generally accepted accounting principles applicable to public utility systems similar to the System, and shall include reimbursement to the Issuer for any such items of Cost heretofore paid by the Issuer and interest on any interfund loan related thereto. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"Counterparty" shall mean the entity entering into a Hedge Agreement with the Issuer. Counterparty would also include any guarantor of such entity's obligations under such Hedge Agreement.

"Credit Bank" shall mean as to any particular Series of Bonds, the Person (other than an Insurer) providing a letter of credit, a line of credit or other credit or liquidity facility, as designated in the Supplemental Resolution providing for the issuance of such Bonds.

"Credit Facility" shall mean as to any particular Series of Bonds, an irrevocable letter of credit, a line of credit or other credit or legal liquidity facility (other than a Bond Insurance Policy), as approved in the Supplemental Resolution providing for the issuance of such Series of Bonds.

"Debt Service" shall mean, at any time, the aggregate amount in the then applicable period of time of (1) interest required to be paid on the Outstanding Bonds during such period of time, except to the extent that such interest is to be paid from deposits in the Interest Account or Construction Fund made from Bond proceeds for such purpose, (2) principal of Outstanding Serial Bonds maturing in such period of time, and (3) the Sinking Fund Installments scheduled to be paid during such period of time. For purposes of this definition, (A) all amounts payable on a Capital Appreciation Bond shall be considered a principal payment in the year it becomes due, (B) with respect to debt service on any Bonds which relate to a Qualified Hedge Agreement, interest on such Bonds during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due during such period of time, (C) if any Series of Bonds has 25% or more of the aggregate principal amount of such Series coming due in any one year, Debt Service shall be determined on such Series during such period of time as if the principal of and interest on such Series were being paid from the date of issuance thereof in substantially equal annual amounts over a period of 25 years, (D) the amount, if any, on deposit in the Reserve Account (or any subaccount thereof) on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds which are secured by such Reserve Account (or subaccount thereof) and in each preceding year until such amount is exhausted, and (E) with respect to Debt Service on any Federal Subsidy Bonds, when determining the interest on such Bonds for any particular Interest Date the amount of the corresponding Federal Subsidy Payment shall be deducted from the amount of interest which is due and payable to the holders of such Bonds on the Interest Date, but only to the extent that the Issuer reasonably believes that it will be in receipt of such Federal Subsidy Payment on or prior to such Interest Date.

"Debt Service Reserve Fund Policy Agreement" shall mean any agreement securing the obligation of the Issuer to repay Policy Costs associated with a Reserve Account Letter of Credit or Reserve Account Insurance Policy.

"Federal Securities" shall mean non-callable direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury) or non-callable obligations the principal of and interest on which are unconditionally guaranteed by the United States of America. All such obligations shall not permit redemption prior to maturity at the option of the obligor.

"Federal Subsidy Bonds" shall mean Bonds issued under Section 54AA of the Code, Section 1400U-2 of the Code or any other applicable provision of the Code, the interest on which is not exempt from federal income taxation, with respect to which the Issuer elects to receive, or is otherwise entitled to receive, Federal Subsidy Payments from the United States Department of Treasury.

"Federal Subsidy Payments" shall mean the direct payments made by the United States Department of Treasury to the Issuer with respect to any Federal Subsidy Bonds pursuant to Sections 54AA(g), 6431 and 1400U-2 of the Code, or any other applicable provision of the Code.

"Financial Advisor" shall mean Larson Consulting Services, LLC, and its successors and assigns.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Fitch" means Fitch Ratings and any assigns and successors thereto.

"Fund Balance" shall mean an amount of money equal to the unencumbered moneys on deposit in the Utility Reserve Fund as of September 30 of the immediately preceding Fiscal Year. Moneys shall be considered unencumbered to the extent such moneys are unrestricted and may be used for any lawful purpose relating to the System.

"Government Grant," when used with respect to the System, shall mean any sum of money heretofore or hereafter received by the Issuer from the United States of America or any agency thereof or from the State of Florida or any agency or political subdivision thereof as or on account of a grant or contribution, not repayable by the Issuer, for or with respect to the construction, acquisition or other development of an addition, extension or improvement to any part of the System or any costs of any such construction, acquisition or development; provided, however, Government Grants shall not include any grants or contributions received by the Issuer for the purpose of funding Operating Expenses or paying Debt Service on Bonds.

"Gross Revenues" shall mean all income and moneys received by the Issuer from the rates, fees, rentals, charges and other income to be made and collected by the Issuer for the use of the products, services and facilities to be provided by the System, or otherwise received by the Issuer or accruing to the Issuer in the management and operation of the System, calculated in accordance with generally accepted accounting principles applicable to public utility systems similar to the System, including, without limiting the generality of the foregoing, (1) moneys deposited from the Rate Stabilization Fund into the Revenue Fund in accordance with the terms hereof, provided any moneys transferred from the Rate Stabilization Fund into the Revenue Fund in an amount not to exceed the Rate Stabilization

Amount within 120 days following the end of a Fiscal Year may be designated by the Issuer as Gross Revenues of such prior Fiscal Year, (2) proceeds from use and occupancy insurance on the System, and (3) Investment Earnings. "Gross Revenues" shall not include (A) Government Grants, (B) proceeds of Bonds or other Issuer debt, (C) moneys deposited to the Rate Stabilization Fund from the Utility Reserve Fund, including any moneys transferred from the Utility Reserve Fund to the Rate Stabilization Fund within 120 days following the end of a Fiscal Year which the Issuer determines not to be Gross Revenues of such prior Fiscal Year, (D) Wastewater Connection Fees, (E) Special Assessments Proceeds, unless subsequently pledged by Supplemental Resolution, (F) any gain or loss from the sale of assets of the System, and (G) any gain resulting from the valuation of investment securities or Hedge Agreements at market value and any other gain that does not require or result in the receipt of cash. Gross Revenues may include Special Assessments Proceeds and/or other revenues related to the System which are not enumerated in the definition of "Gross Revenues" if so authorized by Supplemental Resolution and if and to the extent the same shall be approved for inclusion by all Insurers and Credit Banks.

"Hedge Agreement" shall mean an agreement in writing between the Issuer and the Counterparty pursuant to which (1) the Issuer agrees to pay to the Counterparty an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on a notional amount specified in such agreement during the period specified in such agreement and (2) the Counterparty agrees to pay to the Issuer an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on all or a portion of a notional amount specified in such agreement during the period specified in such agreement. Hedge Agreement shall also include any financial product or agreement which is used by the Issuer as a hedging device with respect to its obligations to pay interest on the Bonds, or any portion thereof, which is designated by the Issuer as a "Hedge Agreement."

"Hedge Payments" shall mean any amounts payable by the Issuer as interest on the related notional amount under a Qualified Hedge Agreement; excluding, however, any payments due as a penalty or a fee or by virtue of termination of a Qualified Hedge Agreement or any obligation to provide collateral.

"Hedge Receipts" shall mean any amounts receivable by the Issuer on the related notional amount under a Qualified Hedge Agreement.

"Insurer" shall mean, with respect to a particular Series of Bonds, such Person as shall have issued a Bond Insurance Policy insuring all or a portion of such Series of Bonds, and its successors and assigns.

"Interest Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Interest Date" or **"interest payment date"** shall be such date or dates for the payment of interest on the Bonds as provided pursuant to Section 2.01 hereof and by Supplemental Resolution of the Issuer. Notwithstanding the foregoing, the Interest Dates for the Series 2015 Bond shall be November 1 and May 1 of each year, commencing November 1, 2015.

"Investment Earnings" shall mean all income and earnings derived from the investment of moneys in the funds and accounts established hereunder, other than the Rebate Fund.

"Issuer" shall mean the City of St. Pete Beach, Florida, and also includes any authority or other governmental entity to which may hereafter be transferred some or all of the powers and responsibilities of the Issuer with respect to the ownership, financing, operation, enlargement, improvement and maintenance of the System.

"Maximum Annual Debt Service" shall mean the largest aggregate amount of the Annual Debt Service becoming due in any Fiscal Year in which Bonds are Outstanding.

"Maximum Interest Rate" shall mean, with respect to any particular Variable Rate Bonds, a numerical rate of interest, which shall be set forth in, or determined in accordance with, the Supplemental Resolution of the Issuer authorizing the issuance of such Bonds, or in such other documentation relating to such Variable Rate Bonds, that shall be the maximum rate of interest such Bonds may at any particular time bear.

"Maximum Lawful Rate" means the maximum non-usurious rate of interest permitted by applicable law that may be applied to a particular Series of Bonds hereunder.

"Moody's" shall mean Moody's Investors Service, and any assigns and successors thereto.

"Net Revenues" shall mean Gross Revenues less Operating Expenses.

"Operating Expenses" shall mean the Issuer's expenses for operation, maintenance and repairs with respect to the System and shall include, without limiting the generality of the foregoing, administration expenses, payments for the purchase of materials essential to or used in the operation of the System including bulk purchases of wastewater services, fees for the management of the System or any portion thereof, any insurance and surety bond fees, the fees to the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit (but excluding any expenses or reimbursement obligations for draws made thereunder), accounting, legal and engineering expenses, ordinary and current rentals of equipment or other property, refunds of moneys lawfully due to others, payments to others for disposal of sewage or other wastes, actual payments to

pension, retirement, health and hospitalization funds, and any other expenses required to be paid for or with respect to proper operation or maintenance of the System, including appropriate reserves therefor, all to the extent properly attributable to the System in accordance with generally accepted accounting principles applicable to public utility systems similar to the System, and disbursements for the expenses, liabilities and compensation of any Paying Agent or Registrar under this Resolution, but does not include any extraordinary or non-recurring expenses, or any costs or expenses in respect of original construction or improvement other than expenditures necessary to prevent an interruption or continuance of an interruption of service or of Gross Revenues or minor capital expenditures necessary for the proper and economical operation or maintenance of the System, or any provision for interest, depreciation, amortization or similar charges, or any debt issuance costs, or any payments in lieu of taxes or franchise fees made to the Issuer's general fund, or any accruals required to be recognized with respect to pension, retirement, health and hospitalization funds that do not require or result in the expenditure of cash, or any loss resulting from the valuation of investment securities, Hedge Agreements at market value and any other loss that does not require or result in the expenditure of cash.

"Operation and Maintenance Fund" shall mean the fund created pursuant to Section 4.04(B) hereof.

"Outstanding" when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which other Bond or Bonds have been issued under agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for other Bond or Bonds under Sections 2.05 and 2.07 hereof, (3) Bonds deemed to have been paid pursuant to Section 9.01 hereof and (4) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean for each Series of Bonds, the paying agent appointed by the Issuer for such Series of Bonds and its successor or assigns, if any. With respect to the Series 2015 Bond, the initial Paying Agent shall be the Issuer acting through the City Manager's office.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, governmental entity or other legal entity.

"Pledged Funds" shall mean (1) the Net Revenues, (2) the Wastewater Connection Fees and (3) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts established hereunder, except (A) as for the Rebate Fund, (B) to the extent moneys therein shall be required to pay the Operating Expenses of the System in accordance with the terms hereof, and (C) any moneys set aside in a particular subaccount of the Reserve Account if such moneys shall be

pledged solely for the payment of a different Series of Bonds for which it was established in accordance with the provisions hereof.

"Policy Costs" shall mean, collectively, the repayment of draws, reasonable expenses and interest related to a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund held by a fiduciary consisting only of cash or Federal Securities, secured substantially in the manner set forth in Section 9.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Federal Securities, which have been deposited in such fund along with any cash on deposit in such fund are sufficient, as verified by an independent certified public accountant or other expert in such matters, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) above and are not available to satisfy any other claims, including those against the fiduciary holding the same, and (4) which are rated in the highest rating category (without regard to gradations, such as "+" or "-" or "1," "2" or "3" of such categories) of one of the Rating Agencies.

"Principal Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Project" shall mean any structure, property or facility for public use which the Issuer from time to time may determine to construct, acquire or equip as part of the System, together with all equipment, structures and other facilities necessary or appropriate in connection therewith which are financed in whole or in part with the indebtedness secured by this Resolution. This term is to be broadly construed as including any lawful undertaking which will accrue to the benefit of the System, including, without limitation, financing improvements to the Issuer's facilities, joint ventures and acquisition of partial interests or contractual rights, and including modification, disposal, replacement or cancellation of a Project previously authorized, should such modification, disposal, replacement or cancellation be permitted under this Resolution. The Series 2015 Project shall constitute a Project hereunder.

"Purchaser" shall mean, with respect to the Series 2015 Bond, CenterState Bank of Florida, N.A., and any successor or assigns.

"Qualified Hedge Agreement" shall mean a Hedge Agreement with a Counterparty that at the time it enters into such Hedge Agreement is rated "A-" or better by Standard & Poor's and "A3" or better by Moody's.

"Rate Consultant" shall mean any accountant, engineer or consultant or firm of accountants, engineers or consultants chosen by the Issuer with reputation for skill and experience in reviewing and recommending rates, fees and charges for utility systems similar to the System.

"Rate Stabilization Amount" shall mean, as of the date of determination, an amount equal to 10% of Net Revenues received by the Issuer during the immediately preceding Fiscal Year.

"Rate Stabilization Fund" shall mean the "Rate Stabilization Fund" established pursuant to Section 4.04(J) hereof.

"Rating Agencies" means Fitch, Moody's and Standard & Poor's.

"Rebate Fund" shall mean the Rebate Fund established pursuant to Section 4.04(I) hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Refunding Securities" shall mean Federal Securities and Prerefunded Obligations.

"Registrar" shall mean for each Series of Bonds, the registrar appointed by the Issuer for such Series of Bonds and its successor or assigns, if any. With respect to the Series 2015 Bond, the initial Registrar shall be the Issuer acting through the City Manager's office.

"Renewal and Replacement Fund" shall mean the fund created pursuant to Section 4.04(G) hereof.

"Renewal and Replacement Fund Requirement" shall mean, on the date of calculation, an amount of money equal to (1) \$100,000, or (2) such greater or lesser amount as may be certified to the Issuer by the Consulting Engineers or the Rate Consultant as an amount appropriate for the purposes of this Resolution.

"Reserve Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Reserve Account Insurance Policy" shall mean the insurance policy deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(B)(4).

"Reserve Account Letter of Credit" shall mean a letter of credit or line of credit or other credit facility (other than a Reserve Account Insurance Policy) deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(B)(4) hereof.

"Reserve Account Requirement" shall mean, as of any date of calculation for the Reserve Account or a subaccount therein, an amount equal to the lesser of (1) Maximum Annual Debt Service for all Outstanding Bonds secured thereby, (2) 125% of the average Annual Debt Service for all Outstanding Bonds secured thereby, or (3) the maximum amount of Bond proceeds which may be deposited to the Reserve Account without subjecting the same to yield restriction under the Code, or causing interest on any of the Bonds secured thereby (other than Taxable Bonds) to be included in gross income for purposes of federal income taxation or otherwise violating applicable provisions of the Code; provided, however, the Issuer may establish hereby or by Supplemental Resolution a different Reserve Account Requirement with respect to any particular Series of Bonds pursuant to Section 4.05(B)(4) hereof, which Reserve Account Requirement may be \$0.00. In computing the Reserve Account Requirement in respect of a Series of Bonds that constitutes Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 12 months prior to the date of calculation, the highest of (i) the actual rate of interest on the date of calculation, (ii) the average interest rate borne by such Variable Rate Bonds for the 12-month period immediately preceding each date of calculation, and (iii) the Bond Buyer Revenue Bond Index most recently published prior to the time of calculation, and (B) if such Variable Rate Bonds have not been Outstanding for at least 12 months prior to the date of calculation, the higher of (i) the actual rate of interest on the date of calculation, and (ii) the Bond Buyer Revenue Bond Index most recently published prior to the time of calculation. The Reserve Account Requirement shall be calculated, and the investments on deposit in the Reserve Account shall be valued, as of September 30 of each year with respect to the next succeeding Fiscal Year. With respect to the Series 2015 Bond, the Reserve Account Requirement shall be \$0.00.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Revenue Fund" shall mean the fund created pursuant to Section 4.04(A) hereof.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"Series" shall mean all the Bonds delivered on original issuance in a simultaneous transaction and identified pursuant to Sections 2.01 and 2.02 hereof or a Supplemental Resolution authorizing the issuance by the Issuer of such Bonds as a separate Series, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

"Series 2015 Bond" shall mean the City of St. Pete Beach, Florida Wastewater Utility System Revenue Bond, Series 2015 authorized pursuant to Section 2.02 hereof.

"Series 2015 Project" shall mean the capital improvements to be financed with proceeds of the Series 2015 Bond, as generally described in Exhibit A hereto, and as more particularly described in the plans and specifications on file with the Issuer, as the same may be amended and supplemented from time to time.

"Sinking Fund" shall mean the fund established pursuant to Section 4.04(C) hereof.

"Sinking Fund Installment" shall mean an amount designated as such pursuant to the provisions hereof or of a Supplemental Resolution of the Issuer and established with respect to the Term Bonds.

"Special Assessments" means any and all special assessments against property benefited by the System or any part thereof.

"Special Assessments Fund" shall mean the fund created pursuant to Section 4.04(F) hereof.

"Special Assessments Proceeds" means the proceeds of Special Assessments (principal and interest) whether paid at one time or in installments from time to time, but Special Assessment Proceeds shall be subject to the provisions and lien and pledge of this Resolution only if and to the extent provision for inclusion as part of the Gross Revenues has been made by Supplemental Resolution adopted by the Issuer.

"Standard and Poor's" or **"S&P"** shall mean Standard and Poor's Ratings Services, and any assigns and successors thereto.

"State" shall mean the State of Florida.

"Subordinated Indebtedness" shall mean that indebtedness of the Issuer, subordinate and junior to the Bonds, issued in accordance with the provisions of Section 6.01 hereof or deemed subordinate and junior to the Bonds in accordance with the provisions hereof or in accordance with the provisions of such Subordinated Indebtedness. Subordinated Indebtedness includes the indebtedness currently outstanding, or outstanding in the future, pursuant to the Issuer's existing Clean Water State Revolving Fund Loan Agreements with the Florida Department of Environmental Protection.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution enacted and becoming effective in accordance with the terms of Sections 8.01, 8.02 and 8.03 hereof.

"System" shall mean any and all wastewater collection, transmission, treatment and disposal facilities now owned or hereafter owned by the Issuer, which System shall also include any and all improvements, extensions and additions thereto hereafter constructed or acquired either from the proceeds of Bonds or from any other sources, together with all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith, including all contractual rights, rights to capacity and obligations or undertakings associated therewith. "System" shall also include any other utility facilities if and to the extent the Issuer determines by Supplemental Resolution to include such facilities within the System as described herein.

"Taxable Bonds" means any Bond which states, in the body thereof, that the interest income thereon is includable in the gross income of the Holder thereof for federal income taxation purposes or that such interest is subject to federal income taxation. Notwithstanding the foregoing, except as otherwise provided herein, Taxable Bonds shall not include Federal Subsidy Bonds.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds hereby or by Supplemental Resolution of the Issuer.

"Term Bonds Redemption Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Utility Reserve Fund" shall mean the fund created pursuant to Section 4.04(H) hereof.

"Variable Rate Bonds" shall mean Bonds issued with a variable, adjustable, convertible or other similar rate which is not fixed in percentage for the entire term thereof at the date of issue.

"Wastewater Connection Fees" shall mean the fees and charges, if any, which relate to acquiring, constructing, equipping or expanding the capacity of the System for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion or equipping of capacity of the System or expansion thereof in order to serve new users of the System, to the extent the same are lawfully levied, collected and pledged. "Wastewater Connection Fees" include those fees and charges traditionally known under Florida law as "impact fees" but shall not include fees and charges imposed for the cost of physically hooking up or connecting to the System.

"Wastewater Connection Fees Fund" shall mean the fund created pursuant to Section 4.04(E) hereof.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act. The Issuer has ascertained and hereby determined that adoption of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Issuer in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Issuer herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Issuer.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds, and shall be deemed to be and shall constitute a contract between the Issuer, the Holders from time to time of the Bonds and any Insurer or Credit Bank. The pledge made in the Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds and any Insurer or Credit Bank, but only to the extent and in accordance with the terms hereof. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Issuer has heretofore determined that it is necessary and in the best interests of the health, safety and welfare of the Issuer and its inhabitants that the Issuer own, operate, maintain, improve, manage and expand the System.

(B) It is necessary and desirable and in the best interests of the Issuer to borrow moneys from time to time to improve and expand the System and to refinance certain indebtedness related to the System.

(C) For the purposes described above, the Issuer is authorized hereunder to borrow money by issuing its Bonds from time to time as provided herein.

(D) The Issuer has various capital infrastructure needs and requirements in the form of the Series 2015 Project which need to be acquired, constructed and equipped in order to maintain and protect the health, safety and welfare of the citizens of the Issuer.

(E) On the date hereof, the Commission duly enacted Ordinance No. 2015-07 which, among other things, authorized the issuance of debt obligations of the Issuer in an amount not to exceed \$5,500,000 for the principal purposes of financing the Costs of acquisition, construction and equipping of the Series 2015 Project.

(F) Upon the advice of the Issuer's Financial Advisor, after receiving bids pursuant to a Request for Proposals prepared by the Financial Advisor on the Issuer's behalf and at the Issuer's request, the Issuer hereby determines that it is in its best interest to accept the proposal of the Purchaser to purchase the Series 2015 Bond on the terms set forth in the Purchaser's proposal attached hereto as Exhibit B and as otherwise set forth in this Resolution.

(G) It is in the best interests of the Issuer to finance the Costs of acquisition, construction and equipping of the Series 2015 Project through the issuance of tax-exempt debt obligations and the most efficient and fairest method of financing such Costs is by the issuance of the Series 2015 Bond to the Purchaser secured by and payable from the Pledged Funds as provided herein.

(H) Due to the potential volatility of the market for tax-exempt obligations such as the Series 2015 Bond and the complexity of the transactions relating to such Series 2015 Bond, it is in the best interest of the Issuer to sell the Series 2015 Bond to the Purchaser pursuant to a negotiated sale in accordance with the provisions hereof, allowing the Issuer to choose the date of issuance of the Series 2015 Bond rather than issuing the Series 2015 Bond on an advertised date, thereby permitting the Issuer to obtain the best possible price, terms and interest rate for the Series 2015 Bond.

(I) The Issuer acknowledges receipt of the information required by Section 218.385, Florida Statutes, in connection with the negotiated sale of the Series 2015 Bond, including a "truth-in-bonding" statement, all of which is set forth in the form of the letter of the Purchaser attached hereto as Exhibit C, an executed copy of which will be received by the Issuer prior to the issuance of the Series 2015 Bond.

(J) The Series 2015 Bond and any subsequently issued Additional Bonds shall be secured by the Pledged Funds as provided herein and, except in connection with certain outstanding Subordinated Indebtedness, such Pledged Funds are not currently pledged or encumbered.

(K) The principal of and interest on the Bonds to be issued pursuant to this Resolution, and all other payments provided for in this Resolution will be paid solely from the Pledged Funds in accordance with the terms hereof on a senior basis to Subordinated Indebtedness; and the ad valorem taxing power of the Issuer will never be necessary or authorized to pay the principal of and interest on the Bonds to be issued pursuant to this Resolution, or to make any other payments provided for in this Resolution, and the Bonds shall not constitute a lien upon the System or upon any other property whatsoever of or in the Issuer.

SECTION 1.05. AUTHORIZATION OF THE SERIES 2015 PROJECT; REIMBURSEMENT. The acquisition, construction and equipping of the Series 2015 Project and the financing of Costs thereof from proceeds of the Series 2015 Bond is hereby authorized and approved. Costs of the Series 2015 Project incurred by the Issuer heretofore or hereafter may be reimbursed from proceeds of the Series 2015 Bond in accordance with the applicable provisions of the Code.

SECTION 1.06 ACCEPTANCE OF PROPOSAL. The Issuer hereby accepts the proposal of the Purchaser to provide the Issuer with a loan to finance the Costs of acquisition, construction and equipping of the Series 2015 Project in the form attached hereto as Exhibit A. The City Manager is hereby authorized to execute and deliver any documents required to formally accept such proposal and the terms thereof. All actions taken by such officers or their designees and the Financial Advisor with respect to such proposal prior to the date hereof are hereby authorized and ratified.

ARTICLE II AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION OF BONDS. This Resolution creates an issue of Bonds of the Issuer to be designated as "City of St. Pete Beach, Florida Wastewater Utility Revenue Bonds" which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as is or may hereafter be provided in this Resolution or as limited by the Act.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs. Notwithstanding anything in this Resolution to the contrary, any Series of Bonds issued hereunder may be designated as "Bonds," a "Bond" or a "Note" or such other designation representing an indebtedness pursuant to Supplemental Resolution of the Issuer and if so issued such Bond, Bonds, Note or other designation shall be considered a Bond or Bonds for all purposes of this Resolution.

The Bonds shall be issued for such purpose or purposes; shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined hereby or by Supplemental Resolution of the Issuer.

The Bonds shall be issued in such denominations and such form, whether coupon or registered; shall be dated such date; shall bear such numbers; shall be payable in such manner and at such place or places; shall contain such redemption provisions; shall have such Paying Agents and Registrars; shall mature in such years and amounts and on such dates; shall have such Interest Dates; and the proceeds shall be used in such manner; all as determined hereby or provided for by Supplemental Resolution of the Issuer. The Issuer may issue Bonds which may be secured by a Credit Facility or by a Bond Insurance Policy all as shall be determined hereby or by Supplemental Resolution of the Issuer. The Commission may delegate approval of the terms, details and sale of a Series of Bonds to an Authorized Issuer Officer hereby or pursuant to Supplemental Resolution.

SECTION 2.02. AUTHORIZATION AND DESCRIPTION OF THE SERIES 2015 BOND. (A) A Series of Bonds entitled to the benefit, protection and security of this Resolution is hereby authorized in the aggregate principal amount of not exceeding \$5,000,000 for the principal purposes of financing Costs of the Series 2015 Project and paying costs of issuance. Such Series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "City of St. Pete

Beach, Florida Wastewater Utility System Revenue Bond, Series 2015" (or such other designation as the City Manager may determine). The aggregate principal amount of the Series 2015 Bond to be issued pursuant to this Resolution shall be determined by the City Manager on or prior to the sale of the Series 2015 Bond provided such aggregate principal amount does not exceed \$5,000,000.

The Series 2015 Bond shall be dated as of the date of its delivery to the Purchaser, shall be issued in the form of one fully registered Term Bond in the denomination of its outstanding aggregate principal amount and shall be numbered one preceded by the letter "R." The Series 2015 Bond shall bear interest from its dated date at a fixed interest rate per annum equal to 4.02% (the "Interest Rate"). Interest on the Series 2015 Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2015 Bond shall be payable semi-annually, on each Interest Date, commencing November 1, 2015. The Series 2015 Bond shall mature on May 1, 2035 and shall be subject to mandatory sinking fund redemption in such Sinking Fund Installments commencing on May 1, 2016 and on each May 1 thereafter through the maturity date of the Series 2015 Bond, as determined by the City Manager and approved by the Purchaser, and set forth in the Series 2015 Bond; provided, however, notwithstanding any other provision of the Resolution to the contrary, the Issuer shall not be required to give the holder of the Series 2015 Bond any notice of redemption with respect to the scheduled payment of such Sinking Fund Installments. The Series 2015 Bond shall be sold on a negotiated basis to the Purchaser at a purchase price equal to 100% of the aggregate principal amount thereof. The form of the Purchaser's Disclosure Letter and Truth-in-Bonding Statement to be delivered prior the issuance of the Series 2015 Bond is attached hereto as Exhibit B. The Interest Rate on the Series 2015 Bond shall comply in all respects with Section 215.84, Florida Statutes.

Principal, Sink Fund Installments and interest payable on the Series 2015 Bond on any payment date shall be paid by check, draft, bank wire transfer, or in such other manner as may be agreed by the Issuer and the holder in whose name such Series 2015 Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such payment date; provided, that the holder of the Series 2015 Bond shall present and surrender the Series 2015 Bond to the Paying Agent at the designated office of the Paying Agent for the final payment of the principal of the Series 2015 Bond or shall provide evidence that such Series 2015 Bond has been canceled and provided further, that the holder shall not credit payments against the Series 2015 Bond until the holder has actual receipt of such payments. All payments of principal, premium, if applicable, and interest on the Series 2015 Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(B) Upon the occurrence of an Event of Default as defined in Section 7.01(A) hereof, (i) the Interest Rate on the Series 2015 Bond shall be increased to the lesser of (a)

18% per annum or (b) the Maximum Lawful Rate until such default is cured, and (ii) if such Event of Default continues for more than ten (10) days, a late fee of 5% of the delinquent payment shall be payable to the Purchaser. Any such delinquent payments shall be applied first to any late payments due hereunder and then to accrued interest on the Series 2015 Bond, unless otherwise consented to in writing by the Purchaser.

SECTION 2.03. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.04. AUTHENTICATION. No Bond of any Series shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.08 hereof.

SECTION 2.05. TEMPORARY BONDS. Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.03, and deliver, upon authentication by the Registrar pursuant to Section 2.04 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by Supplemental Resolution and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and Series and maturity

as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Registrar.

SECTION 2.06. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered shall be cancelled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.06 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder.

SECTION 2.07. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. (A) Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series and maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof

together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Series of Bonds, forthwith (1) following the fifteenth day prior to an interest payment date for such Series; (2) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds of such Series; and (3) at any other time as reasonably requested by the Paying Agent of such Series, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and deliver Bonds and the Registrar shall authenticate such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Mayor and Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series of which such Bonds are a part. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be cancelled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds of any Series during the 15 days next preceding an Interest Date on the Bonds of such Series (other than Capital Appreciation Bonds and Variable Rate Bonds), or, in the case of any proposed redemption of Bonds of such Series, then, for the Bonds subject to redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

The Issuer may elect to issue any Bonds as uncertificated registered public obligations (not represented by instruments), commonly known as book-entry obligations, provided it shall establish a system of registration therefor by Supplemental Resolution.

(B) Notwithstanding any provision of Section 2.07(A) hereof to the contrary, the Series 2015 Bond shall only be transferable in whole and not in part to a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act of 1933, as amended or an "Accredited Investor," as such term is defined within the meaning of Regulation D promulgated under Section 4(2) of the Securities Act of 1933, as amended. Simultaneously with any such transfer, the Purchaser (the transferor) shall transfer and assign to the successor (the transferee) all of its rights, title and interest in this Resolution. The Purchaser covenants that any such sale or transfer shall comply with applicable law, including applicable federal and state securities laws.

SECTION 2.08. FORM OF BONDS. The text of the Bonds, except for Capital Appreciation Bonds and Variable Rate Bonds, the form of which shall be provided by Supplemental Resolution of the Issuer, shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor or the Clerk prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

No. R-

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF ST. PETE BEACH, FLORIDA
WASTEWATER UTILITY REVENUE BOND, SERIES 20__**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
--------------------------	--------------------------	-----------------------------------	--------------

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that City of St. Pete Beach, Florida, a municipal corporation of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on _____ and _____ of each year commencing _____ until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this Bond, are payable at the designated corporate trust office of _____, _____, _____, as Paying Agent. Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by _____, _____, _____, as Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each interest payment date and shall be paid by a check or draft of such Paying Agent mailed to such Registered Holder at the address appearing on such

registration books. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$ _____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued to _____, in and for the Issuer, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, the Charter of the Issuer, Ordinance No. 20__ - __ enacted by the City Commission of the Issuer on _____, 20__ and other applicable provisions of law (the "Act"), and Resolution No. 2015-05 duly adopted by the City Commission of the Issuer on April 14, 2015, as it may be amended and supplemented from time to time (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of (1) the Net Revenues (as defined in the Resolution) to be derived from the operation of the Issuer's wastewater utility system (the "System"), (2) the Connection Fees (as defined in the Resolution), and (3) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established by the Resolution, except (A) as for the Rebate Fund, (B) to the extent moneys therein shall be required to pay the Operating Expenses (as defined in the Resolution) and (C) any moneys set aside in a particular subaccount of the Reserve Account (as defined in the Resolution) if such moneys shall be pledged solely for the payment of a different series of Bonds for which it was established in accordance with the provisions of the Resolution, subject in each case to the application thereof for the purposes and on the conditions permitted by the Resolution (collectively, the "Pledged Funds").

It is expressly agreed by the Registered Holder of this Bond that the full faith and credit of the Issuer are not pledged to the payment of the principal of, premium, if any, and interest on this Bond and that such Holder shall never have the right to require or compel the exercise of any taxing power of the Issuer to the payment of such principal, premium, if any, and interest. This Bond and the obligation evidenced hereby shall not constitute a lien upon the System or any other property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds in accordance with the terms of the Resolution.

[The Issuer has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Resolution, an agent will hold this Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement.]

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the

Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denomination of \$5,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer shall not be obligated to make any exchange or transfer of the Bonds during the 15 days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, for the Bonds subject to such redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing through such redemption date.

(INSERT REDEMPTION PROVISIONS)

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent at least 30 days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Registrar; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of other Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Bond in exchange for one or more Bonds in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

[As long as the book-entry only system is used for determining beneficial ownership of the Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the DTC Participants, who will in turn be responsible for notifying the beneficial owners of the Bonds. Any failure of Cede & Co. to notify any DTC Participant, or of any DTC Participant to notify the beneficial owner of any such notice, will not affect the validity of the redemption of the Bonds.]

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the

laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the City Commission of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

[This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Sixth Judicial Circuit of Florida in and for Pinellas County, Florida, rendered on _____, _____.]

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

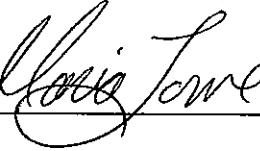
IN WITNESS WHEREOF, the City Commission of City of St. Pete Beach, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk of the City of St. Pete Beach, Florida, and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all Date of Original Issue.

CITY OF ST. PETE BEACH, FLORIDA

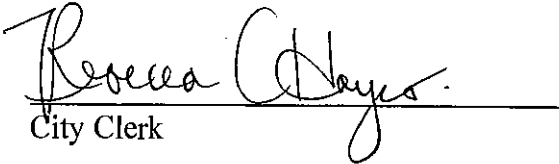
(SEAL)

By: _____

Mayor



ATTEST:


City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

Registrar

By: _____
Authorized Officer

[Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by the authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of
survivorship and not as tenants
in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III REDEMPTION OF BONDS

SECTION 3.01. PRIVILEGE OF REDEMPTION. Except as otherwise provided herein or by Supplemental Resolution, the terms of this Article III shall apply to redemption of Bonds other than Capital Appreciation Bonds and Variable Rate Bonds. The terms and provisions relating to redemption of Capital Appreciation Bonds and Variable Rate Bonds shall be provided by Supplemental Resolution. The provisions of this Article III may also be modified pursuant to Supplemental Resolution to accommodate any redemption provisions with respect to Federal Subsidy Bonds or as may otherwise be deemed necessary or desirable with respect to a Series of Bonds.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED. The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The Issuer shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar), notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed and, if less than all of the Outstanding Bonds are to be redeemed, the particular maturities and portions thereof to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than 45 days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof. Notwithstanding the foregoing, if less than all of a Term Bond is to be redeemed the aggregate principal amount to be redeemed shall be allocated to the Sinking Fund Installments on a pro-rata basis unless the Issuer, in its discretion, designates a different allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION. Notice of such redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agents of such Bonds, (B) shall be mailed first class, postage prepaid, not less than 30 days nor more than 45 days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice, and (C) shall be mailed, certified mail, postage prepaid, at least 35 days prior to the redemption date to the registered securities depositories and one or more nationally recognized municipal bond

information services as hereinafter provided in this Section 3.03. Failure to mail such notice to such depositories or services or the Holders of the Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Bonds as to which no such failure or defect has occurred. Such notice shall also be mailed to the Insurer or Credit Bank, if any, of such redeemed Bonds. Failure of any Holder to receive any notice mailed as herein provided shall not affect the proceedings for redemption of such Holder's Bonds. Notice of optional redemption of Bonds shall only be sent if the Issuer reasonably determines it shall have sufficient funds available to pay the Redemption Price of and interest on the Bonds called for redemption on the redemption date.

Each notice of redemption shall state: (1) the CUSIP numbers and any other distinguishing number or letter of all Bonds being redeemed, (2) the original issue date of such Bonds, (3) the maturity date and rate of interest borne by each Bond being redeemed, (4) the redemption date, (5) the Redemption Price, (6) the date on which such notice is mailed, (7) if less than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, (9) that the Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar at an address specified, (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption, (11) unless sufficient funds have been set aside by the Issuer for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption, and (12) any other conditions that must be satisfied prior to such redemption.

The Issuer may provide that a redemption may be contingent upon the occurrence of certain condition(s) and that if such condition(s) do not occur the notice of redemption will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Bondholders as soon as practicable.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of any authorized denomination, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

SECTION 3.06. PURCHASE IN LIEU OF OPTIONAL REDEMPTION. Notwithstanding anything in this Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the Issuer, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof, at a purchase price equal to the Redemption Price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Issuer who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Bonds or any other Outstanding Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Bonds in lieu of optional redemption, no notice to the holders of the Bonds to be so purchased (other than the notice of redemption otherwise required under this Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the Redemption Price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Issuer. Bonds to be purchased under this Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

**ARTICLE IV
SECURITY, FUNDS AND ACCOUNTS;
APPLICATION OF PLEDGED FUNDS**

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER.

The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds, in the manner and to the extent provided in this Resolution. No Holder of any Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or be entitled to payment of such Bond from any moneys of the Issuer except from the Pledged Funds in the manner and to the extent provided herein. The Bonds and the obligations evidenced thereby shall not constitute a lien upon the System or any other property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds.

SECTION 4.02. SECURITY FOR BONDS. The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds; provided, however, a Series of Bonds may be further secured by a Credit Facility or Bond Insurance Policy in addition to the security provided herein; and provided further that a Series of Bonds may be secured independently of any other Series of Bonds by the establishment of a separate subaccount in the Reserve Account for such Series of Bonds or by not being secured in any manner by the Reserve Account as provided herein or in a Supplemental Resolution. Issuers of a Reserve Account Insurance Policy or Reserve Account Letter of Credit shall be secured in accordance with the provisions hereof. In addition, the Issuer does hereby irrevocably pledge and grant a lien upon the Pledged Funds to the payment of the Policy Costs in accordance with the provisions hereof; provided, however, such pledge and lien shall be junior and subordinate in all respects to the pledge of and lien upon such Pledged Funds granted hereby to the Bondholders. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds in accordance with the provisions hereof. Except as otherwise provided by Supplemental Resolution, the obligation of the Issuer to make Hedge Payments to a Counterparty pursuant to a Qualified Hedge Agreement shall be on parity with the Bonds as to lien on and pledge of the Pledged Funds in accordance with the terms hereof (any other payments related to a Qualified Hedge Agreement, including fees, penalties, termination payments and the obligation to collateralize, shall be Subordinated Indebtedness of the Issuer).

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 4.03. CONSTRUCTION FUND. The Issuer covenants and agrees to establish, a special fund to be known as the "City of St. Pete Beach, Florida Wastewater Construction Fund," which shall be used only for payment of the Costs of Projects. Moneys in the Construction Fund, until applied in payment of any item of the Cost of a Project in the manner hereinafter provided, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution, and there may be paid into the Construction Fund, at the option of the Issuer, any moneys received for or in connection with a Project by the Issuer from any other source. The Issuer shall establish within the Construction Fund a separate account for each Project, the Cost of which is to be paid in whole or in part out of the Construction Fund. Accordingly, there is hereby established within the Construction Fund a separate account with respect to the Series 2015 Project to be deemed the "Series 2015 Project Account."

The proceeds of insurance maintained pursuant to this Resolution against physical loss of or damage to a Project, or of contractors' performance bonds with respect thereto pertaining to the period of construction thereof, shall be deposited into the appropriate account of the Construction Fund.

Any moneys received by the Issuer from the State or from the United States of America or any agencies thereof for the purpose of financing part of the Cost of a Project shall be deposited into the appropriate account of the Construction Fund and used in the same manner as other Bond proceeds are used therein; provided that separate accounts or subaccounts may be established in the Construction Fund for moneys received pursuant to the provisions of this paragraph whenever required by Federal or State law.

The Issuer covenants that the acquisition, construction and installation of each Project will be completed without delay and in accordance with sound engineering practices. The Issuer shall make disbursements or payments from the applicable account of the Construction Fund to pay Costs of the Project for which it was established, except as otherwise provided below. The Issuer shall keep records of such disbursements and payments and shall retain all such records for such period of time as required by applicable law. The Issuer shall make available the records at all reasonable times for inspection by any Holder of any of the Bonds or the agent or representative of any Holder of any of the Bonds.

Notwithstanding any of the other provisions of this Section 4.03, to the extent that other moneys are not available therefor, amounts in an account of the Construction Fund shall be applied to the payment of principal and interest on Bonds.

The date of completion of the acquisition, construction and equipping of a Project shall be documented by an Authorized Issuer Officer in the appropriate records of the

Issuer. Promptly after the date of the completion of a Project, and after paying or making provision for the payment of all unpaid items of the Cost of such Project, the Issuer shall deposit in the following order of priority any balance of moneys remaining in an account in the Construction Fund in (A) another account of the Construction Fund for which the Commission has determined that there are insufficient moneys present to pay the Cost of the related Project, (B) the Reserve Account, to the extent of a deficiency therein, and (C) such other fund or account established hereunder as shall be determined by the Issuer or for any other lawful purpose, provided the Issuer has received the prior approval of Bond Counsel to the effect that such deposit shall not adversely affect the exclusion, if any, of interest on the Bonds (other than Taxable Bonds) from gross income for purposes of Federal income taxation or shall not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds.

SECTION 4.04. CREATION OF FUNDS AND ACCOUNTS. The following funds and accounts are hereby created hereunder:

- (A) The "City of St. Pete Beach, Florida Wastewater Revenue Fund."
- (B) The "City of St. Pete Beach, Florida Wastewater Operation and Maintenance Fund."
- (C) The "City of St. Pete Beach, Florida Wastewater Sinking Fund." The Issuer shall maintain four separate accounts in the Sinking Fund: the "Interest Account," the "Principal Account," the "Term Bonds Redemption Account" and the "Reserve Account."
- (D) The "City of St. Pete Beach, Florida Wastewater Connection Fees Fund."
- (E) The "City of St. Pete Beach, Florida Wastewater Special Assessments Fund."
- (F) The "City of St. Pete Beach, Florida Wastewater Renewal and Replacement Fund."
- (G) The "City of St. Pete Beach, Florida Wastewater Utility Reserve Fund."
- (H) The "City of St. Pete Beach, Florida Wastewater Rebate Fund;" and
- (I) The "City of St. Pete Beach, Florida Wastewater Rate Stabilization Fund."

Moneys in the aforementioned funds and accounts (except for moneys in the Rebate Fund), until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders to the extent provided herein.

The Issuer may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Bondholders, any one or more of the funds and accounts established hereby. Such depositary or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds or accounts as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees. Any such depositary shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and be qualified under applicable State law.

Notwithstanding the foregoing, none of the aforementioned funds and accounts is required to be established prior to the time any such fund or account is required to be funded or otherwise utilized hereunder.

SECTION 4.05. DISPOSITION OF GOVERNMENT GRANTS, GROSS REVENUES AND SPECIAL ASSESSMENTS. (A) (1) In the event the Issuer receives a Government Grant, the use and withdrawal of moneys from such Government Grant shall be governed by the terms of the Government Grant and applicable law.

(2) Into the Revenue Fund, the Issuer shall deposit promptly, as received, all Gross Revenues (other than any subsequently pledged Special Assessments Proceeds).

Moneys in the Revenue Fund shall first be used each month to deposit in the Operation and Maintenance Fund such sums as are necessary to pay Operating Expenses for the ensuing month; provided the Issuer may transfer moneys from the Revenue Fund to the Operation and Maintenance Fund at any time to pay Operating Expenses to the extent there is a deficiency in the Operation and Maintenance Fund for such purpose. Amounts in the Operation and Maintenance Fund shall be paid out from time to time by the Issuer for Operating Expenses, including any expenses relating to the purchase or redemption of Term Bonds as provided in Section 4.05(B)(3) hereof.

The remaining moneys in the Revenue Fund shall be applied in accordance with Section 4.05(B) hereof.

(3) To the extent Special Assessments Proceeds are made a component of the Gross Revenues, the Issuer shall deposit promptly, as received, all Special Assessment Proceeds into the Special Assessments Fund.

In the event the Issuer by Supplemental Resolution provides for all or a portion of any Special Assessments to secure the payment of all or a portion of a particular Series of Bonds, the Issuer may establish separate accounts or subaccounts for the deposit and application of such Special Assessments if

necessary to provide for the payment and/or earlier redemption of such Bonds from such Special Assessments.

(B) Any deposits remaining in the Revenue Fund after the aforementioned transfers to the Operation and Maintenance Fund and all moneys at any time on deposit in the Special Assessments Fund (subject to the provisions above regarding earlier redemption of Bonds) shall be disposed of by the Issuer on or before the 25th day of each month, commencing in the month immediately following the delivery of any of the Bonds to the purchasers thereof, or such later date as hereinafter provided, first from the Special Assessments Fund and then from the Revenue Fund in the following manner and in the following order of priority:

(1) Interest Account. The Issuer shall deposit or credit to the Interest Account the sum which, together with the balance in said Account, shall equal the interest on all Bonds Outstanding (except as to Capital Appreciation Bonds) accrued and unpaid and to accrue to the end of the then current calendar month. All Hedge Receipts and Federal Subsidy Payments shall be deposited directly to the Interest Account upon receipt. With respect to interest on Bonds which have corresponding Hedge Payments, interest on such Bonds during the term of the Qualified Hedge Agreement shall also be deemed to include the corresponding Hedge Payments. Moneys in the Interest Account shall be applied by the Issuer (a) for deposit with the Paying Agents to pay the interest on the Bonds on or prior to the date the same shall become due and (b) for Hedge Payments. Any Federal Subsidy Payments deposited to the Interest Account shall be deemed to have been applied to the payment of interest on the Federal Subsidy Bonds to which such Payments relate. The Issuer shall adjust the amount of the deposit to the Interest Account not later than a month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest on the Bonds coming due on such Interest Date. No further deposit need be made to the Interest Account when the moneys therein are equal to the interest coming due on the Outstanding Bonds on the next succeeding Interest Date. With respect to Debt Service on any Bonds which are subject to a Qualified Hedge Agreement, any Hedge Payments due to the Counterparty to the Qualified Hedge Agreement relating to such Bonds shall be paid to such Counterparty on a parity basis with the aforesaid required payments into the Sinking Fund. In computing the interest on Variable Rate Bonds which shall accrue during a calendar month, the interest rate on such Variable Rate Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 24 months prior to the commencement of such calendar month, the highest average interest rate borne by such Variable Rate Bonds for any 30-day period, and (B) if such Variable Rate Bonds have not been Outstanding for at least 24 months prior to the date of calculation, the Bond Buyer Revenue Bond Index most recently published prior to the commencement of such calendar month.

(2) Principal Account. Commencing no later than the month which is one year prior to the first principal payment date, the Issuer shall next deposit into the Principal Account the sum which, together with the balance in said Account, shall equal the principal amounts on all Bonds Outstanding due and unpaid and that portion of the principal next due which would have accrued on such Bonds during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each), except for the Sinking Fund Installments to be deposited pursuant to Section 4.05(B)(3) hereof, in equal amounts from the next preceding principal payment due date, or, if there be no such preceding principal payment due date from a date no later than one year preceding the due date of such principal amount. Moneys in the Principal Account shall be applied by the Issuer for deposit with the Paying Agents to pay the principal of the Bonds on or prior to the date the same shall mature, and for no other purpose. Serial Capital Appreciation Bonds shall be payable from the Principal Account in the years in which such Bonds mature and monthly payments into the Principal Account on account of such Bonds shall commence in the twelfth month immediately preceding the maturity date of such Bonds. The Issuer shall adjust the amount of the deposit to the Principal Account not later than the month immediately preceding any principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal on Bonds becoming due on such principal payment date. No further deposit need be made to the Principal Account when the moneys therein are equal to the principal coming due on the Outstanding Bonds on the next succeeding principal payment date.

(3) Term Bonds Redemption Account. Commencing in the month which is one year prior to the first Sinking Fund Installment due date, there shall be deposited to the Term Bonds Redemption Account the sum which, together with the balance in such Account, shall equal the Sinking Fund Installments on all Bonds Outstanding due and unpaid and that portion of the Sinking Fund Installments of all Bonds Outstanding next due which would have accrued on such Bonds during the then current calendar month if such Sinking Fund Installments were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each) in equal amounts from the next preceding Sinking Fund Installment due date, or, if there is no such preceding Sinking Fund Installment due date, from a date not later than one year preceding the due date of such Sinking Fund Installment. Moneys in the Term Bonds Redemption Account shall be used to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose. Term Capital Appreciation Bonds shall be payable from the Term Bonds Redemption Account in the years in which such Bonds mature and monthly payments into the Terms Bonds Redemption Account on account of such Bonds shall commence in the twelfth month immediately preceding the due date of the related Sinking Fund Installments. The Issuer shall adjust the amount of the deposit to the Term Bonds Redemption Account on the month immediately preceding any

Sinking Fund Installment due date so as to provide sufficient moneys in the Term Bonds Redemption Account to pay the Sinking Fund Installments becoming due on such date. Payments to the Term Bonds Redemption Account shall be on parity with payments to the Principal Account.

Amounts accumulated in the Term Bonds Redemption Account with respect to any Sinking Fund Installment (together with amounts accumulated in the Interest Account with respect to interest, if any, on the Term Bonds for which such Sinking Fund Installment was established) may be applied by the Issuer, on or prior to the 60th day preceding the due date of such Sinking Fund Installment, (a) to the purchase of Term Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (b) to the redemption at the applicable Redemption Prices of such Term Bonds, if then redeemable by their terms. Amounts in the Term Bonds Redemption Account which are used to redeem Term Bonds shall be credited against the next succeeding Sinking Fund Installment which shall become due on such Term Bonds. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Term Bonds Redemption Account until such Sinking Fund Installment due date, for the purposes of calculating the amount of such Account. As soon as practicable after the 60th day preceding the due date of any such Sinking Fund Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.03 hereof, Term Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Term Bonds maturing on a Sinking Fund Installment due date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Issuer shall pay out of the Term Bonds Redemption Account and the Interest Account to the appropriate Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the Issuer from the Operation and Maintenance Fund.

(4) Reserve Account. There shall be deposited to the Reserve Account an amount which would enable the Issuer to restore the funds on deposit in the Reserve Account to an amount equal to the Reserve Account Requirement applicable thereto. All deficiencies in the Reserve Account must be made up no later than 12 months from the date such deficiency first occurred, whether such shortfall was caused by an increase in the applicable Reserve Account Requirement, a decrease in the aggregate market value of the investments therein of more than 5% or withdrawal (whether from cash or a Reserve Account Insurance Policy or Reserve Account Letter of Credit). On or prior to each principal payment date and

Interest Date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Reserve Account shall be applied by the Issuer to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds to the extent moneys in the Interest Account, the Principal Account and the Term Bonds Redemption Account shall be insufficient for such purpose, but only to the extent the moneys transferred from the Utility Reserve Fund for such purposes pursuant to Section 4.05(B)(8) hereof shall be inadequate to fully provide for such insufficiency. Whenever there shall be surplus moneys in the Reserve Account by reason of a decrease in the Reserve Account Requirement or as a result of a deposit in the Reserve Account of a Reserve Account Letter of Credit or a Reserve Account Insurance Policy, such surplus moneys, to the extent practicable, shall be deposited by the Issuer into the Utility Reserve Fund and applied as directed by Bond Counsel. The Issuer shall promptly inform each Insurer and Credit Bank of any draw upon the Reserve Account for purposes of paying the principal of and interest on the Bonds.

Upon the issuance of any Series of Bonds under the terms, limitations and conditions as herein provided, the Issuer shall fund the Reserve Account in an amount at least equal to the applicable Reserve Account Requirement to the extent such Series of Bonds are to be secured by the Reserve Account or any subaccount therein; provided, however, nothing herein shall be construed to require the Issuer to fund the Reserve Account or any subaccount for any Series of Bonds. Upon the adoption of the Supplemental Resolution authorizing the issuance of a Series of Bonds, the Issuer shall determine whether such Series of Bonds shall be secured by the Reserve Account or any subaccount therein and, if the Issuer determines that the Series of Bonds will be secured by a separate subaccount therein, the Issuer shall also establish the Reserve Account Requirement applicable thereto. Such required amount, if any, shall be paid in full or in part from the proceeds of such Series of Bonds or may be accumulated in equal monthly payments to the Reserve Account or subaccount therein over a period of months from the date of issuance of such Series of Bonds, which shall not exceed 36 months.

Notwithstanding the foregoing provisions, in lieu of or in substitution of any required deposits into the Reserve Account or any subaccount therein, the Issuer may cause to be deposited into the Reserve Account or subaccount a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for the benefit of the Bondholders in an amount equal to the difference between the Reserve Account Requirement applicable thereto and the sums then on deposit in the Reserve Account or subaccount, if any. The Issuer may also substitute a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for cash on deposit in the Reserve Account or a subaccount therein upon compliance with the terms of this Section 4.05(B)(4). Such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall be payable to the Paying Agent (upon the giving of

notice as required thereunder) on any Interest Date or redemption date on which a deficiency exists which cannot be cured by moneys in any other fund or account held pursuant to this Resolution and available for such purpose. Upon the initial deposit of any such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit, the provider thereof shall be either (a) an insurer whose municipal bond insurance policies insuring the payment, when due, or the principal of and interest on municipal bond issues results in such issues being rated in one of the three highest rating categories by at least one of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3"), or (b) a commercial bank, insurance company or other financial institution which has been assigned a rating in one of the two highest rating categories by at least one of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3"). Any Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall equally secure all Bonds secured by the Reserve Account or subaccount into which such Policy or Letter of Credit is deposited.

Each Reserve Account Insurance Policy and Reserve Account Letter of Credit shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit to reimbursement will be subordinated to cash replenishment of the Reserve Account or subaccount to an amount equal to the difference between the full original amount available under the Reserve Account Insurance Policy or Reserve Account Letter of Credit and the amount then available for further draws or claims. If (a) the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit becomes insolvent or (b) the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit defaults in its payment obligations thereunder or (c) the rating of the provider of a Reserve Account Insurance Policy falls below a rating of "A-" or "A3" by all of the Rating Agencies then rating such provider or (d) the rating of the provider of a Reserve Account Letter of Credit falls below a rating of "AA-" or "Aa3" by all of the Rating Agencies, the obligation to reimburse the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit shall be subordinate to the cash replenishment of the Reserve Account or subaccount. Where applicable, the amount available for draws or claims under a Reserve Account Insurance Policy or Reserve Account Letter of Credit may be reduced by the amount of cash or investments deposited in the Reserve Account or subaccount pursuant to the provisions hereof.

If the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or if the Reserve Account Insurance Policy or Reserve Account Letter of Credit is no longer valid and enforceable, the Issuer shall either (i) deposit into the Reserve Account or subaccount an amount sufficient to cause the

cash or investments on deposit in the Reserve Account or applicable subaccount to equal the Reserve Account Requirement on all Outstanding Bonds then secured by such Reserve Account or subaccount, such amount to be paid over the ensuing five years in equal installments deposited at least semi-annually or (ii) replace such instrument with a Reserve Account Insurance Policy or a Reserve Account Letter of Credit meeting the requirements described herein within six months of such occurrence.

If three days prior to an Interest Date or principal payment date, or such other period of time as shall be required by the terms of the Reserve Account Insurance Policy or Reserve Account Letter of Credit, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on the Bonds on such date, the Issuer shall immediately notify (a) the issuer of the applicable Reserve Account Insurance Policy and/or the issuer of the Reserve Account Letter of Credit and submit a demand for payment pursuant to the provisions of such Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit, (b) the Paying Agent, and (c) the Insurer or Credit Bank, if any, of the amount of such deficiency and the date on which such payment is due.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Account Letter of Credit or Reserve Account Insurance Policy by executing and delivering to such issuer a promissory Bond or other evidence therefor; provided, however, any such Bond or evidence (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be payable solely from the Pledged Funds in the manner provided herein. The obligation to reimburse the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit for any Policy Costs shall be subordinate to the payment of Debt Service on the Bonds.

The term "Paying Agent" as used in this Section 4.05(B)(4) may include one or more Paying Agents for the Outstanding Bonds.

Whenever the amount of cash in the Reserve Account, together with the other amounts in the Debt Service Fund, are sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), the funds on deposit in the Reserve Account may be transferred to the other Accounts of the Sinking Fund for the payment of the Bonds.

The Issuer may also establish a separate subaccount in the Reserve Account for any Series of Bonds and such subaccount shall be pledged to the payment of such Series of Bonds apart from the pledge provided herein. To the extent a Series of Bonds is secured separately by a subaccount of the Reserve Account, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Account.

Moneys in a separate subaccount of the Reserve Account shall be maintained at the Reserve Account Requirement applicable to such Series of Bonds secured by the subaccount; provided the Supplemental Resolution authorizing such Series of Bonds may establish the Reserve Account Requirement relating to such separate subaccount of the Reserve Account at such level as the Issuer deems appropriate. In the event the Issuer establishes the Reserve Account Requirement for a particular Series of Bonds to be zero (0.00) or it shall determine that such Series are not to be secured in any manner by the Reserve Account or a subaccount, then it shall not be required to establish a separate subaccount; provided, however, such Series of Bonds shall have no lien on or pledge of any moneys on deposit in the Reserve Account. Moneys used to replenish the Reserve Account shall be deposited in the separate subaccounts in the Reserve Account and in the Reserve Account on a pro-rata basis.

The Reserve Account Requirement with respect to the Series 2015 Bond shall be \$0.00 and the Series 2015 Bond shall not be secured by the Reserve Account or any separate subaccount therein.

In the event the Issuer shall maintain a Reserve Account Insurance Policy or Reserve Account Letter of Credit and moneys in the Reserve Account or any subaccount, the moneys shall be used prior to making any disbursements under such Reserve Account Insurance Policy or Reserve Account Letter of Credit. The provisions of the Debt Service Reserve Fund Policy Agreements, when executed and delivered, shall be incorporated herein by reference. The provisions of such Agreements shall supersede the provisions hereof to the extent of any conflict herewith.

(5) Renewal and Replacement Fund. There shall be deposited to the Renewal and Replacement Fund monthly such sums as shall be sufficient to pay 1/12 of the Renewal and Replacement Fund Requirement until the amount accumulated in such Fund is equal to the Renewal and Replacement Fund Requirement, taking into account the market value of investments in such Fund; provided, however, that (a) such Renewal and Replacement Fund Requirement may be increased or decreased as the Consulting Engineers shall certify to the Issuer is necessary for the purposes of the Renewal and Replacement Fund, and (b) in the event that the Consulting Engineers shall certify that the Renewal and Replacement Fund Requirement is excessive for the purposes of the Renewal and Replacement Fund such excess amount as may be on deposit therein may be transferred by the Issuer from the Renewal and Replacement Fund for deposit into the Utility Reserve Fund. The moneys in the Renewal and Replacement Fund shall be applied by the Issuer for the purpose of paying the cost of major extensions, improvements or additions to, or the replacement or renewal of capital assets of, the System, or extraordinary repairs of the System; provided, however, that on or prior to each

principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Renewal and Replacement Fund shall be applied for the payment into the Interest Account, the Principal Account, and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund for such purpose pursuant to Sections 4.05(B)(8) hereof, together with moneys available in the Reserve Account for such purpose pursuant to Section 4.05(B)(4) hereof, shall be inadequate to fully provide for such insufficiency. Moneys in the Renewal and Replacement Fund may also be transferred to the Operation and Maintenance Fund to fund Operating Expenses to the extent Gross Revenues shall be insufficient for such purpose; provided, however, such transfer shall be treated as an interfund loan and shall be repaid from Gross Revenues as described in this Section 4.05(B)(5) within one year from the date of such transfer.

(6) Subordinated Indebtedness. Gross Revenues in the Revenue Fund shall next be applied by the Issuer for the payment of any accrued debt service on Subordinated Indebtedness incurred by the Issuer in connection with the System and in accordance with the proceedings authorizing such Subordinated Indebtedness.

(7) Sinking Fund. There shall be deposited to the Interest Account, the Principal Account and the Term Bonds Redemption Account, in that order, sufficient moneys such that the amounts on deposit therein shall equal, respectively, the interest, principal and Sinking Fund Installment next coming due on the Bonds Outstanding; provided, however, no deposit need be made to the Principal Account or Term Bonds Redemption Account until a date one year preceding the due date of such principal amount or Sinking Fund Installment.

(8) Utility Reserve Fund. The balance of any Gross Revenues remaining in said Revenue Fund shall be deposited in the Utility Reserve Fund and applied to the payment, on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein shall be insufficient to pay the principal of and interest on the Bonds coming due. Moneys not required to meet such a deficiency shall be deposited to the Wastewater Connection Fees Fund to make up any withdrawal from such Funds pursuant to Sections 4.06(A) and 4.07(A) hereof, respectively (to the extent required by such Sections), then to the Reserve Account to make up any deficiency therein, and thereafter to the Rebate Fund to the extent moneys are required to be deposited therein. Thereafter, moneys in the Utility Reserve Fund may be applied for any lawful purpose relating to the System including but not limited to, payments in lieu of taxes, payments in lieu of franchise

fees and other similar payments, including, but not limited to, purchase or redemption of Bonds, payment of Subordinated Indebtedness, payment of other obligations incurred with respect to the System, deposit to the Rate Stabilization Fund and improvements, renewals and replacements to the System; provided, however, that none of such revenues shall ever be used for the purposes provided in this Section 4.05(B)(8) unless all payments required in Sections 4.05(B)(1) through 4.05(B)(6) hereof, including any deficiencies for prior payments, have been made in full to the date of such use.

(C) Whenever moneys on deposit in the Sinking Fund are sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), no further deposits to the Sinking Fund need be made. If on any payment date the Gross Revenues are insufficient to deposit the required amount in any of the funds or accounts or for any of the purposes provided above, the deficiency shall be made up on the subsequent payment dates.

The Issuer, in its discretion, may use moneys in the Principal Account and the Interest Account to purchase or redeem Bonds coming due on the next principal payment date, provided such purchase or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

(D) In the event the Issuer shall issue a Series of Bonds secured by a Credit Facility, the Issuer may establish separate subaccounts in the Interest Account, the Principal Account and the Term Bonds Redemption Account to provide for payment of the principal of and interest on such Series; provided payment from the Pledged Funds of one Series of Bonds shall not have preference over payment of any other Series of Bonds. The Issuer may also deposit moneys in such subaccounts at such other times and in such other amounts from those provided in Section 4.05(B) as shall be necessary to pay the principal of and interest on such Bonds as the same shall become due, all as provided by the Supplemental Resolution authorizing such Bonds.

In the case of Bonds secured by a Credit Facility, amounts on deposit in the Sinking Fund may be applied as provided in the applicable Supplemental Resolution to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of, premium, if any, and interest on such Bonds or to pay the purchase price of any such Bonds which are tendered by the holders thereof for payment; provided such Credit Facility shall have no priority over Bondholders or an Insurer to amounts on deposit in the Sinking Fund. Other payments due to a Credit Bank in relation to obligations arising under its Credit Facility may be on parity with the Bonds as to source of and security for payment to the extent provided in the Supplemental Resolution relating thereto.

SECTION 4.06. WASTEWATER CONNECTION FEES FUND. The Issuer shall deposit into the Wastewater Connection Fees Fund all Wastewater Connection

Fees as received, together with moneys transferred to such Fund pursuant to Section 4.05(B)(8) hereof and such Wastewater Connection Fees shall be accumulated in the Wastewater Connection Fees Fund and applied by the Issuer in the following manner and order of priority:

(A) For the payments on or prior to each principal and interest payment date (in no event earlier than the 25th day of the month next preceding such payment Date) into the Interest Account, the Principal Account and the Term Bonds Redemption Account, when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund, the Renewal and Replacement Fund and the Rate Stabilization Fund for such purpose pursuant to Sections 4.05(B)(8), 4.05(B)(5) and 4.09, respectively, hereof, together with moneys available in the Reserve Account for such purpose pursuant to Section 4.05(B)(4) hereof, shall be inadequate to fully provide for such insufficiency; provided moneys shall be transferred to the aforementioned Accounts from the Wastewater Connection Fees Fund on a pro-rata basis or such other basis as the Issuer deems appropriate in relation to the amount of moneys in each Fund at the time of transfer. Any moneys transferred to the aforementioned Accounts described above shall be treated as an interfund loan and shall be repaid, together with reasonable interest thereon, from Gross Revenues as described in Section 4.05(B)(8) hereof on or prior to the date such amounts are needed for the purposes described in Sections 4.07(B) and (C) hereof, but in no event later than one year from the date of such transfer, unless the Issuer shall determine that such transfer constitutes a lawful use of such Wastewater Connection Fees.

(B) To the extent permitted by law, to pay or reimburse the capital cost of acquiring, constructing and/or equipping such improvements or additions to the wastewater facilities of the System for which the Wastewater Connection Fees were imposed in accordance with the requisitions for disbursement of moneys provided by the Issuer.

(C) To be used for any other lawful purpose relating to the System.

SECTION 4.07. REBATE FUND. Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Revenue Fund) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. For any Series of Bonds for which the rebate requirements of Section 148(f) of the Code are applicable, the Issuer agrees to undertake all actions required of it in its arbitrage certificate relating to such Series of Bonds, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing the amount determined in clause (A) above into the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.08 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described arbitrage certificates may be amended without the consent of any Holder, Credit Bank or Insurer from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.08. RATE STABILIZATION FUND. The Issuer may transfer into the Rate Stabilization Fund such moneys which are on deposit in the Utility Reserve Fund as it deems appropriate. The Issuer may transfer such amount of moneys from the Rate Stabilization Fund to the Revenue Fund as it deems appropriate; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Rate Stabilization Fund shall be applied for the payment into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund and Renewal and Replacement Fund for such purposes pursuant to Sections 4.05(B)(8) and 4.05(B)(5) hereof, together with moneys available in the Reserve Account for such purpose pursuant to Section 4.05(B)(4) hereof, shall be inadequate to fully provide for such insufficiency.

SECTION 4.09. INVESTMENTS. Moneys on deposit in the Revenue Fund, the Construction Fund, the Sinking Fund, the Wastewater Connection Fees Fund, the Operation and Maintenance Fund, the Special Assessments Fund, the Utility Reserve Fund, the Rate Stabilization Fund and the Renewal and Replacement Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Construction Fund, the Revenue Fund, the Operation and Maintenance Fund, the Special Assessments Fund, the Principal Account, the Interest Account, the Term Bonds Redemption Account, the Renewal and Replacement Fund, the Wastewater Connection Fees Fund, the Rate Stabilization Fund and the Utility Reserve Fund shall be invested and reinvested by the Issuer in Authorized Investments, maturing not later than the dates on which such moneys will be needed for the purposes of such fund or account. Moneys on deposit in the Reserve Account shall be invested in Authorized Investments, maturing no later than ten years from the date of investment. All investments shall be valued at the market price thereof. Investments in the Reserve Account shall be valued by the Issuer on an annual basis as of September 30 of each year.

Any and all income received from the investment of moneys in each separate account of the Revenue Fund, the Construction Fund, the Interest Account, the Principal Account, the Term Bonds Redemption Account, the Utility Reserve Fund, the Renewal and Replacement Fund (to the extent such income and other amounts in such Fund do not exceed the Renewal and Replacement Fund Requirement), the Wastewater Connection Fees Fund, the Utility Reserve Fund, the Rate Stabilization Fund and the Reserve Account (to the extent such income and the other amounts in the Reserve Account does not exceed the Reserve Account Requirement), shall be retained in such respective Fund or Account.

Any and all income received from the investment of moneys in the Renewal and Replacement Fund (only to the extent such income and the other amounts in such Fund exceed the Renewal and Replacement Fund Requirement) and the Reserve Account (only to the extent such income and the other amounts in the Reserve Account exceeds the Reserve Account Requirement), shall be deposited upon receipt thereof in the Revenue Fund. Any and all income received from the investment of moneys in the Special Assessments Fund shall be deposited upon receipt thereof into the Interest Account.

Nothing in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

SECTION 4.10. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the foregoing funds, accounts and subaccounts established herein may be deposited in a single bank account, and funds allocated to the various funds, accounts and subaccounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds, accounts and subaccounts as herein provided.

The designation and establishment of the various funds, accounts and subaccounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues, expenses and deposits for certain purposes and to establish certain priorities for application of such revenues, expenses and deposits as herein provided.

ARTICLE V COVENANTS

SECTION 5.01. GENERAL. The Issuer hereby makes the covenants set forth in this Article V, in addition to all other covenants in this Resolution, with each and every successive Holder of any of the Bonds so long as any of said Bonds remain Outstanding.

SECTION 5.02. OPERATION AND MAINTENANCE. The Issuer will maintain or cause to be maintained the System and all portions thereof in good condition and will operate or cause to be operated the same in an efficient and economical manner, making or causing to be made such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof. The Issuer may contract with a responsible Person which has experience in the operation of utility systems similar to the System for the operation and maintenance of the System; provided, however, prior to entering any operating agreement with respect to any substantial part of the System the Issuer shall consult with Bond Counsel.

SECTION 5.03. ANNUAL BUDGET. The Issuer shall annually prepare and adopt, prior to the beginning of each Fiscal Year, an Annual Budget in accordance with applicable law. If for any reason the Issuer shall not have adopted the Annual Budget before the first day of any Fiscal Year, other than the first Fiscal Year, the preliminary budget for such year, if it be approved by the Consulting Engineers or Rate Consultant, or otherwise the Annual Budget for the preceding Fiscal Year, shall be deemed to be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year is adopted.

The Issuer shall mail copies of or make available such Annual Budgets and amended Annual Budgets and all resolutions authorizing increased expenditures for Operating Expenses to any Credit Bank or Insurer of Bonds who shall file its address with the Clerk and request in writing that copies of all such Annual Budgets and resolutions be furnished to it and shall make available all such Annual Budgets and resolutions and ordinances authorizing increased expenditures for Operating Expenses of the System at all reasonable times to any Holder or Holders of Bonds or to anyone acting for and on behalf of such Holder or Holders.

SECTION 5.04 RATES. The Issuer shall fix, establish, maintain and collect such rates, fees and charges for the product, services and facilities of the System, and revise the same from time to time, whenever necessary, so as always to provide in each Fiscal Year:

(A) Net Revenues and Wastewater Connection Fees, together with the Fund Balance, equal to at least 115% of the Annual Debt Service becoming due in such Fiscal Year; provided

(B) such Net Revenues shall be adequate at all times to pay in each Fiscal Year at least 105% of (1) the Annual Debt Service becoming due in such Fiscal Year, (2) any amounts required by the terms hereof to be deposited in the Reserve Account or with any issuer of a Reserve Account Letter of Credit or Reserve Account Insurance Policy in such Fiscal Year to pay Policy Costs, and (3) any amounts required by the terms of Sections 4.06(A) and 4.07(A) hereof to be repaid to the Wastewater Connection Fees Fund in such Fiscal Year.

Such rates, fees or other charges shall not be so reduced so as to be insufficient to provide adequate Net Revenues and Wastewater Connection Fees for the purposes provided therefor by this Resolution and to satisfy the rate covenant set forth in this Section 5.04.

If, in any Fiscal Year, the Issuer shall fail to comply with the requirements contained in this Section 5.04, it shall promptly cause the Rate Consultant to review its rates, fees, charges, income, Gross Revenues, Operating Expenses, Connection Fees and methods of operation and to make written recommendations as to the methods by which the Issuer may seek to comply with the requirements set forth in this Section 5.04. The Issuer shall forthwith commence to implement such recommendations to the extent required so as to cause it to thereafter comply with said requirements. So long as the Issuer implements such recommendations in a timely manner so that the Issuer shall be in compliance with this Section 5.04 as of the end of the immediately succeeding Fiscal Year, the Issuer's failure to comply with this Section 5.04 shall not be considered an Event of Default under Section 7.01 hereof.

SECTION 5.05. BOOKS AND RECORDS. The Issuer shall keep books, records and accounts of the revenues and operations of the System, which shall be kept separate and apart from all other books, records and accounts of the Issuer, and the Holders of any Bonds Outstanding or the duly authorized representatives thereof shall have the right at all reasonable times to inspect all books, records and accounts of the Issuer relating thereto.

SECTION 5.06. ANNUAL AUDIT. The Issuer shall, immediately after the close of each Fiscal Year, cause the books, records and accounts relating to the System to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. Each Annual Audit shall be in conformity with generally accepted accounting principles as applied to governmental entities. A copy of each Annual Audit shall regularly be furnished or made available to any Credit Bank or Insurer who shall have furnished his address to the Clerk and requested in writing that the same be furnished to him.

SECTION 5.07. NO MORTGAGE OR SALE OF THE SYSTEM. The Issuer irrevocably covenants, binds and obligates itself not to sell, lease, encumber or in

any manner dispose of the System as a whole or any substantial part thereof (except as provided below) until all of the Bonds and all interest thereon shall have been paid in full or provision for payment has been made in accordance with Section 9.01 hereof.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System in the following manner, if any one of the following conditions exist: (A) such property is not necessary for the operation of the System, (B) such property is not useful in the operation of the System, (C) such property is not profitable in the operation of the System, or (D) in the case of a lease of such property, such lease will be advantageous to the System and will not materially adversely affect the security for the Bondholders.

Prior to any such sale, lease or other disposition of said property: (1) if the amount to be received therefor is not in excess of five percent (5%) of the market value of the gross plant of the System, (a) an Authorized Issuer Officer shall make a finding in writing determining that one or more of the conditions for sale, lease or disposition of property provided for in the second paragraph of this Section 5.07 have been met, and (b) if any of the property to be sold, leased or otherwise disposed of was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Issuer shall obtain an opinion of Bond Counsel to the effect that such sale, lease or other disposition will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds; or (2) if the amount to be received from such sale, lease or other disposition of said property shall be in excess of five percent (5%) of the market value of the gross plant of the System, (a) an Authorized Issuer Officer and the Consulting Engineers shall each first make a finding in writing determining that one or more of the conditions for sale, lease or other disposition of property provided for in the second paragraph of this Section 5.07 have been met, (b) the Commission shall, by resolution, duly adopt, approve and concur in the finding of the Authorized Issuer Officer and the Consulting Engineers, and (c) the Issuer shall obtain an opinion of Bond Counsel to the effect that such sale, lease or other disposition is not in violation of the Act and will not adversely affect the federal tax exempt status of interest on the Bonds (other than Taxable Bonds) or shall not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds.

Except as otherwise required under applicable provisions of the Code, the proceeds from any such sale or other disposition shall be deposited, first, into the Renewal and Replacement Fund to the extent necessary to make the amount therein equal to the Renewal and Replacement Fund Requirement, and, second, into the Utility Reserve Fund. Proceeds from any lease of assets of the System shall constitute Gross Revenues and shall be deposited in the Revenue Fund.

The transfer of the System as a whole from the control of the Commission to some other board or authority created for the purpose of owning, operating or controlling the System and which constitutes a governmental entity, interest on obligations issued by which are excluded from gross income for purposes of Federal income taxation (other than obligations similar to Taxable Bonds or Federal Subsidy Bonds), shall not be deemed prohibited by this Section 5.07 and such successor board or authority shall fall within the definition of "Issuer" in Section 1.01 hereof.

Notwithstanding the foregoing provisions of this Section 5.07, the Issuer shall have the authority to sell for fair and reasonable consideration any land comprising a part of the System which is no longer necessary or useful in the operation of the System and the proceeds derived from the sale of such land shall be disposed of in accordance with the provisions of the fourth paragraph of this Section 5.07; provided, however, if any of the land to be sold was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Issuer shall obtain an opinion of Bond Counsel to the effect that such sale will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds.

The Issuer may make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the System if such contract, license, easement or right does not, in the opinion of the Consulting Engineers, as evidenced by a certificate to that effect filed with the Issuer, impede or restrict the operation by the Issuer of the System, but any payments to the Issuer under or in connection with any such contract, license, easement or right in respect of the System or any part thereof shall constitute Gross Revenues and shall be deposited in the Revenue Fund; provided, however, if that portion of the System was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Issuer shall obtain an opinion of Bond Counsel to the effect that such action will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds.

SECTION 5.08. INSURANCE. The Issuer will carry such insurance as is ordinarily carried by private or public entities owning and operating utilities similar to the System with a reputable insurance carrier or carriers, in such amounts as the Issuer shall determine to be sufficient and such other insurance against loss or damage by fire, explosion, hurricane, tornado or other hazards and risks, and said property loss or damage insurance shall at all times be in an amount or amounts equal to the fair appraisal value of the buildings, properties, furniture, fixtures and equipment of the System, or such other amount or amounts as the Consulting Engineers or an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend

insurance coverage for Persons engaged in operations similar to the System, shall recommend or approve as sufficient.

The Issuer may establish certain levels of insurance for which the Issuer may self-insure. Such levels of insurance shall be in amounts as recommended by an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for Persons engaged in operations similar to the System.

The proceeds from property loss and casualty insurance shall be deposited in the Renewal and Replacement Fund or other appropriate fund or account, and, together with other available funds of the Issuer, shall be used to repair or replace the damaged portion of the System; provided, however, if the Issuer makes a determination in accordance with Section 5.07 hereof that such portion of the System is no longer necessary or useful in the operation of the System, such proceeds shall (1) if such proceeds equal or exceed \$500,000, (a) be applied to the redemption or purchase of Bonds or (b) be deposited in irrevocable trust for the payment of Bonds in the manner set forth in Section 9.01, provided the Issuer has received an opinion of Bond Counsel to the effect that such deposit shall not adversely affect the exclusion, if any, from gross income of interest on the Outstanding Bonds for purposes of federal income taxation (other than Taxable Bonds) and will not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds, or (2) if such proceeds are less than \$500,000, be deposited in the Revenue Fund.

SECTION 5.09. NO FREE SERVICE. The Issuer will not render or cause to be rendered any free services of any nature by its System, nor will any preferential rates be established for users of the same class; provided, however, the foregoing clause shall not be construed to prevent the Issuer from establishing various classes of users based on any factors deemed necessary or desirable by the Issuer. Different rates may be established for different classes. Whenever the Issuer, including its departments, agencies and instrumentalities, shall avail itself of the product, facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged to the Issuer and any such department, agency or instrumentality. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds to the Revenue Fund sufficient sums to pay such charges. The revenues so received shall be deemed to be Gross Revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other Gross Revenues derived from such operation of the System.

SECTION 5.10. NO IMPAIRMENT OF RIGHTS. The Issuer will not enter into any contract or contracts, nor take any action, the results of which might impair the rights of the Holders of the Bonds in any material respect and will not permit or grant a franchise for the operation of any competing wastewater facilities in City of St. Pete Beach,

Florida; provided, however, the Issuer reserves the right to permit the ownership and operation of wastewater facilities by itself or by others in any territory which is not then served by the System unless such franchise or permit will have a material adverse effect on the Issuer's ability to meet its obligations hereunder.

SECTION 5.11. COMPULSORY CONNECTIONS. In order better to secure the prompt payment of principal and interest on the Bonds, as well as for the purpose of protecting the health and welfare of the inhabitants of the Issuer, and acting under authority of the general laws of Florida, the Issuer, to the extent permitted by law, will require, where service by the System is available, the owner of every lot or parcel of land within the jurisdiction of the Issuer to connect to the wastewater facilities of the System. The Issuer may establish reasonable rules and regulations regarding such connections and may provide for reasonable exemptions from such connection policy.

SECTION 5.12. ENFORCEMENT OF CHARGES. The Issuer shall compel the prompt payment of rates, fees and charges imposed in connection with the System, and to that end will vigorously enforce all of the provisions of any ordinance or resolution of the Issuer having to do with wastewater connections and charges, and all of the rights and remedies permitted the Issuer under law, including the requirement for the making of a reasonable deposit by each user, the requirement for lawful disconnection of services for all premises delinquent in the payment of any duly invoiced bill, and the securing of injunction against the disposition of sewage or industrial waste into the wastewater facilities of the System by any premises delinquent in the payment of such charges.

SECTION 5.13. COVENANTS WITH CREDIT BANKS AND INSURERS. The Issuer may make such covenants as it may in its sole discretion determine to be appropriate with any Insurer, Credit Bank or other financial institution that shall agree to insure or to provide for Bonds of any one or more Series credit or liquidity support that shall enhance the security or the value of such Bonds. Such covenants may be set forth in the applicable Supplemental Resolution or in an agreement approved by Supplemental Resolution and shall be binding on the Issuer, the Registrar, the Paying Agent and all the Holders of Bonds the same as if such covenants were set forth in full in this Resolution and shall not diminish the security for any of the Bonds Outstanding.

SECTION 5.14. COLLECTION OF SPECIAL ASSESSMENTS. To the extent Gross Revenues include any Special Assessments Proceeds, the Issuer shall proceed diligently to perform legally and effectively all steps required in the imposition and collection of the Special Assessments. The Issuer shall diligently proceed to collect such Special Assessments and shall exercise all legally available remedies now or hereafter available under State law to enforce such collections.

SECTION 5.15. RE-ASSESSMENTS. To the extent Gross Revenues include any Special Assessments Proceeds, if any Special Assessment shall be either in whole or in

part annulled, vacated or set aside by the judgment of any court, or if the Commission shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Commission shall have omitted to make such Special Assessment when it might have done so, the Commission shall take all necessary steps to cause a new Special Assessment to be made for the whole or any part of said improvement or against any property benefitted by said improvement, and in case such second Special Assessment shall be annulled, said Commission shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

SECTION 5.16. COLLECTION OF WASTEWATER CONNECTION FEES. The Issuer shall proceed diligently to perform legally and effectively all steps required in the collection of the Wastewater Connection Fees, if and only to the extent such Wastewater Connection Fees are levied by the Issuer. Upon the due date of any such Wastewater Connection Fees, the Issuer shall diligently proceed to collect the same and shall exercise all legally available remedies to enforce such collections now or hereafter available under State law. Notwithstanding any provision of this Section 5.17 to the contrary, the Issuer may waive the levy or collection of a Wastewater Connection Fee provided such waiver is in accordance with applicable law.

SECTION 5.17. CONSULTING ENGINEERS. The Issuer shall engage Consulting Engineers from time to time, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineers under this Resolution, and also to review the construction and operation of the System, to make an inspection of the System as requested by the Issuer from time to time, and to submit to the Issuer a report with recommendations as to the proper maintenance, repair and operation of the System, including recommendations for expansion and additions to the System to meet anticipated service demands, and an estimate of the amount of money necessary for such purposes. The Consulting Engineers shall, from time to time, recommend the amount of the Renewal and Replacement Fund Requirement. Copies of such reports, recommendations and estimates made as hereinabove provided shall be filed with the Issuer for inspection by Bondholders, if such inspection is requested.

SECTION 5.18. FEDERAL INCOME TAXATION COVENANTS; TAXABLE BONDS. The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that it shall not use the proceeds of such Series of Bonds in any manner which would cause the interest on such Series of Bonds to be or become included in gross income for purposes of federal income taxation.

The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Series of Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series of Bonds to be "Arbitrage Bonds" within the meaning of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on any Series of Bonds (other than

Taxable Bonds and Federal Subsidy Bonds) to become subject to inclusion within gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on such Series of Bonds for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

The Issuer may, if it so elects, issue one or more Series of Taxable Bonds the interest on which is (or may be) includable in the gross income of the Holder thereof for federal income taxation purposes, so long as the issuance thereof will not cause interest on any other Bonds theretofore issued hereunder to be or become subject to federal income taxation. The covenants set forth in this Section 5.19 shall not apply to any Taxable Bonds.

SECTION 5.19. COVENANTS RELATING TO FEDERAL SUBSIDY BONDS. The Issuer covenants with respect to any Bonds issued as Federal Subsidy Bonds that it will:

(A) File, on a timely basis, Internal Revenue Service Form 8038-CP or such other form or forms required by the United States Department of Treasury to receive Federal Subsidy Payments in connection with any Bonds issued as Federal Subsidy Bonds.

(B) Deposit promptly the Federal Subsidy Payments received from the United States Department of Treasury, if any, to the Interest Account of the Sinking Fund to pay interest on the Federal Subsidy Bonds.

(C) Comply with all provisions of the Code, all Treasury Regulations promulgated thereunder, and any applicable notice, ruling or other formal interpretation issued by the United States Department of Treasury or the Internal Revenue Service, in order for the Bonds issued as Federal Subsidy Bonds to be and to remain Federal Subsidy Bonds.

(D) Not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the Issuer's receipt of Federal Subsidy Payments or the status of the Bonds issued as Federal Subsidy Bonds, or any portion thereof, as Federal Subsidy Bonds. The Issuer covenants that it will not directly or indirectly use or permit the use of any proceeds of Bonds issued as Federal Subsidy Bonds or any other of its funds or take or omit to take any action that would cause the Bonds issued as Federal Subsidy Bonds to be or become "arbitrage Bonds" within the meaning of Section 148(a) or to fail to meet any other applicable requirements of the Code.

ARTICLE VI SUBORDINATED INDEBTEDNESS AND ADDITIONAL BONDS

SECTION 6.01. SUBORDINATED INDEBTEDNESS. The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, secured by or payable from the Pledged Funds or the Gross Revenues or any component thereof or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness payable in whole or in part out of Pledged Funds and which may be secured by a pledge of Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Funds created by this Resolution and provided further that the issuance of such Subordinated Indebtedness shall be subject to any provisions contained in financing documents securing outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the Issuer to issue Subordinated Indebtedness. The Issuer shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued under the provisions of Section 6.02 hereof. The Issuer agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

SECTION 6.02. ISSUANCE OF ADDITIONAL BONDS. No Additional Bonds, payable on parity with the Bonds then Outstanding pursuant to this Resolution, shall be issued except upon the conditions and in the manner herein provided. The Issuer may issue one or more Series of Additional Bonds for any one or more of the following purposes: (i) financing or refinancing the Cost of a Project, or the completion thereof, or (ii) refunding any or all Outstanding Bonds, any Subordinated Indebtedness of the Issuer, or any other indebtedness of the Issuer that it may lawfully refund with proceeds of Bonds.

No such Additional Bonds shall be issued unless the following conditions are complied with:

(A) Except in the case of Additional Bonds issued for the purpose of refunding Outstanding Bonds, the Issuer shall certify that it is current in all deposits into the various funds and accounts established hereby and all payments theretofore required to have been deposited or made by it under the provisions of this Resolution, including all due and payable Policy Costs, have been deposited or made, and the Issuer is in compliance with the covenants and agreements of this Resolution.

(B) The City Manager shall certify that the amount of the Net Revenues (excluding Investment Earnings with respect to the Construction Fund), Connection Fees and Fund Balance (for the immediately preceding Fiscal Year) received by the Issuer during the immediately preceding Fiscal Year or any 12 consecutive months selected by

the Issuer of the 24 months immediately preceding the issuance of said Additional Bonds, adjusted as hereinafter provided, were equal to at least 125% of the Maximum Annual Debt Service of the Outstanding Bonds and the Additional Bonds then proposed to be issued, provided the amount of the Net Revenues, adjusted as hereinafter provided, received by the Issuer during such 12-month period, will be equal to (1) at least 115% of the Maximum Annual Debt Service of the Outstanding Bonds and the Additional Bonds then proposed to be issued, and (2) 100% of (a) any amounts required by the terms hereof to be deposited in the Reserve Account or with any issuer of a Reserve Account Letter of Credit or Reserve Account Insurance Policy to pay any Policy Costs and (b) any amounts required by the terms of Sections 4.06(A) and 4.07(A) hereof to be repaid to the Wastewater Connection Fees Fund, in each case during such 12-month period.

Notwithstanding the foregoing, so long as the Series 2015 Bond is Outstanding, the reference to "115%" in Section 6.02(B)(1) above shall mean "125%."

(C) For the purpose of determining the Debt Service under this Section 6.02, the interest rate on Additional Bonds that are proposed to be as Variable Rate Bonds shall be deemed to be the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(D) For the purpose of determining the Debt Service under this Section 6.02, the interest rate on Outstanding Variable Rate Bonds (not subject to a Qualified Hedge Agreement) shall be deemed to be (1) if such Variable Rate Bonds have been Outstanding for at least 12 months prior to the date of sale of such Additional Bonds, the higher of (a) the actual rate of interest borne by such Variable Rate Bonds on the date of sale, and (b) the average interest rate borne by such Variable Rate Bonds during the 12-month period preceding the date of sale, or (2) if such Variable Rate Bonds have not been Outstanding for at least 12 months prior to the date of sale of such Additional Bonds, the higher of (a) the actual rate of interest borne by the Variable Rate Bonds on the date of sale, and (b) the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(E) For the purpose of this Section 6.02, the phrases "12 consecutive months" or the "12-month period" shall mean the "immediately preceding Fiscal Year or any 12 consecutive months selected by the Issuer of the 24 months immediately preceding the issuance of said Additional Bonds."

(F) The Net Revenues and the Connection Fees calculated pursuant to the foregoing Section 6.02(B) may be adjusted upon the written advice of the Rate Consultant, at the option of the Issuer, as follows:

(1) If the Issuer, prior to the issuance of the proposed Additional Bonds, shall have increased the rates, fees or other charges for the product, services or facilities of the System, the Net Revenues and the Connection Fees for the 12

consecutive months shall be adjusted to show the Net Revenues and the Connection Fees which would have been derived from the System in such 12 consecutive months as if such increased rates, fees or other charges for the product, services or facilities of the System had been in effect during all of such 12 consecutive months.

(2) If the Issuer shall have acquired or has contracted to acquire any privately or publicly owned existing wastewater system that will become part of the System, the cost of which shall be paid from all or part of the proceeds of the issuance of the proposed Additional Bonds, then the Net Revenues derived from the System during the 12 consecutive months shall be increased by adding to the Net Revenues for said 12 consecutive months the Net Revenues which would have been derived from said existing wastewater system as if such existing wastewater system had been a part of the System during such 12 consecutive months. For the purposes of this paragraph, the Net Revenues derived from said existing wastewater system during such 12 consecutive months shall be adjusted to determine such Net Revenues by deducting the cost of operation and maintenance of said existing wastewater system from the gross revenues of said system. Such Net Revenues shall take into account any increase in rates imposed on customers of such wastewater system on or prior to the acquisition thereof by the Issuer.

(3) If the Issuer, in connection with the issuance of Additional Bonds, shall enter into a contract (with a duration not less than the final maturity of such Additional Bonds) with any public or private entity whereby the Issuer agrees to furnish services in connection with any wastewater system, then the Net Revenues of the System during the 12 consecutive months immediately preceding the issuance of said Additional Bonds shall be increased by the least amount which said public or private entity shall guarantee to pay in any one year for the furnishing of said services by the Issuer, after deducting therefrom the proportion of operating expenses and repair, renewal and replacement cost attributable in such year to such services.

(4) If the Issuer covenants to levy Special Assessments against property to be benefitted by the improvements, the cost of which shall be paid from the proceeds of the proposed Additional Bonds, then the Special Assessments Proceeds (which have been or are expected to be pledged as Gross Revenues hereunder) derived from the System during the 12 consecutive months shall be increased by an amount equal to the least amount which the Rate Consultant estimates will be received in any one year subsequent to completion of such improvements from the levy of said Special Assessments, said amount to be the total received, assuming no prepayments, from the installment payments on the Special Assessments plus the interest paid on the unpaid portion of the Special Assessments. The estimate of the Rate Consultant shall be based upon the preliminary assessment roll filed with the Issuer prior to the construction of such improvements.

(5) In the event the Issuer shall be constructing or acquiring additions, extensions or improvements to the System from the proceeds of such Additional Bonds and shall have established fees, rates or charges to be charged and collected from users of such facilities when service is rendered, such Net Revenues and Connection Fees may be adjusted by adding thereto 100% of the Net Revenues and Connection Fees estimated by the Rate Consultant to be derived during the first 12 months of operation after completion of the construction or acquisition of said additions, extensions and improvements from the customers of the facilities to be financed by Additional Bonds together with other funds on hand or lawfully obtained for such purpose; provided such customers must represent existing occupied structures that will be added to the System upon completion of the proposed additions, extensions or improvements.

(6) If the Issuer shall add new customers subsequent to the commencement of the 12 consecutive month period, the Rate Consultant may adjust the Net Revenues and Connection Fees to reflect the Net Revenues and Connection Fees that would have been received by the Issuer if such customers had been in place for the entire 12 consecutive months.

(7) The Net Revenues and Connection Fees shall be adjusted for any period the System or any portion thereof was not owned by the Issuer to reflect government ownership of the System or such portion.

(G) Additional Bonds shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and all of the other covenants and other provisions of this Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to this Resolution. Except as provided in Sections 4.02 and 4.05 hereof, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Funds and their sources and security for payment therefrom without preference of any Bonds over any other.

(H) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of Section 6.02(B) shall not apply, provided that the issuance of such Additional Bonds shall result in a reduction of the aggregate debt service. The conditions of Section 6.02(B) shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

SECTION 6.03. ANTICIPATION BONDS. The Issuer may issue Bonds in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with this Resolution, as shall be provided by Supplemental Resolution of the Issuer.

SECTION 6.04. ACCESSION OF SUBORDINATED INDEBTEDNESS TO PARITY STATUS WITH BONDS. The Issuer may provide for the accession of Subordinated Indebtedness to the status of complete parity with the Bonds, if (A) the Issuer shall meet all the requirements imposed upon the issuance of Additional Bonds by Sections 6.02(A) and (B) hereof, assuming for purposes of said requirements, that such Subordinated Indebtedness shall be Additional Bonds, (B) the facilities financed or refinanced by such Subordinated Indebtedness shall be, or become part of, the System, and (C) if such Subordinated Indebtedness will be secured in any manner by the Reserve Account or a subaccount therein, the Reserve Account, upon such accession, shall contain an amount equal to the Reserve Account Requirement in accordance with Section 4.05(B)(4) hereof. If the aforementioned conditions are satisfied, the Subordinated Indebtedness shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and such Subordinated Indebtedness shall be considered Bonds for all purposes provided in this Resolution.

ARTICLE VII DEFAULTS AND REMEDIES

SECTION 7.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of, Sinking Fund Installment, redemption premium or interest on any Bond when due. In determining whether a payment default has occurred, no effect shall be given to payment made under a Bond Insurance Policy.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) Except as otherwise provided herein, the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of 90 days after written notice of such default shall have been received from the Holders of not less than 25% of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, the Issuer shall not be deemed to be in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes appropriate curative action and diligently pursues such action until default has been corrected.

SECTION 7.02. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, that no Holder, trustee or receiver shall have the right to declare the Bonds immediately due and payable without the consent of any affected Insurers except to the extent the acceleration of any Variable Rate Bonds secured by a Credit Facility is provided for in a Supplemental Resolution or other documentation relating to such Credit Facility, the provisions of which are approved by the Insurers.

The Holder or Holders of Bonds in an aggregate principal amount of not less than 25% of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than 25% in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of such appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 7.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS. The Holders of a majority in principal amount of the Bonds then Outstanding (or any Insurer insuring any then Outstanding Bonds) have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder with respect to the Series of Bonds owned by such Holders or insured by such Insurer, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any direction which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

SECTION 7.04. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 7.05. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 7.02 to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 7.06. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds (except as for amounts in the subaccounts of the Reserve Account which shall be applied to the payment of the Series of Bonds for which they were established) as follows and in the following order:

A. To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver and Registrar hereunder;

B. To the payment of the amounts required for reasonable and necessary Operating Expenses, and for the reasonable renewals, repairs and replacements of the System necessary to prevent loss of Gross Revenues, as certified by the Consulting Engineer;

C. To the payment of the interest (including Hedge Payments) and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest (including Hedge Payments) then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 9.01 of this Resolution), in the order of their due dates, with any accrued and unpaid interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with any accrued and unpaid interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution plus any accrued and unpaid interest.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest (including Hedge Payments) then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of

interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

D. To the payment of all amounts owed to the Insurers and Credit Banks not covered by A, B or C above and all amounts owed to Counterparties not covered by A, B or C above on a pro rata basis.

SECTION 7.07. CONTROL BY INSURER. To the extent an Insurer makes any payment of principal of or interest on Bonds in accordance with its Bond Insurance Policy, such Insurer shall become subrogated to the rights of the recipients of such payments in accordance with the terms of its Bond Insurance Policy. Upon the occurrence and continuance of an Event of Default, an Insurer of a Series of Bonds, if such Insurer shall not be in payment default under its Bond Insurance Policy, shall be deemed to be the sole owner of such Bonds for purposes of (A) directing and controlling the enforcement of all rights and remedies with respect to such Series of Bonds, including any waiver of an Event of Default and removal of any trustee, and (B) exercising any voting right or privilege or giving any consent or direction or taking any other action that the Holders of such Bonds are entitled to take pursuant to this Article VII hereof. No provision expressly recognizing or granting rights in or to an Insurer shall be modified without the consent of such Insurer. An Insurer's rights under this Section 7.07 shall be suspended during any period in which such Insurer is in default in its payment obligations under its Bond Insurance Policy (except to the extent of amounts previously paid by such Insurer and due and owing to such Insurer) and shall be of no force or effect if its Bond Insurance Policy is no longer in effect or if the Insurer asserts that its Bond Insurance Policy is not in effect or if the Insurer waives such rights in writing. The rights granted to an Insurer under this Section 7.07 are granted in consideration of such Insurer issuing its Bond Insurance Policy. The Issuer shall provide each Insurer immediate notice of any Event of Default described in Section 7.01(A) hereof and notice of any other Event of Default occurring hereunder within 30 days of the occurrence thereof. Each Insurer of any Bonds hereunder shall be considered a third-party beneficiary to the Resolution with respect to such Bonds.

ARTICLE VIII SUPPLEMENTAL RESOLUTIONS

SECTION 8.01. SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine the matters and things referred to in Sections 2.01 or 2.02 hereof, including the issuance of Additional Bonds, and also any other matters and things relative to such Additional Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Additional Bonds.

(F) To authorize Projects or to change or modify the description of any Project.

(G) To specify and determine matters necessary or desirable for the issuance of Variable Rate Bonds, Federal Subsidy Bonds or Capital Appreciation Bonds.

(H) To provide for the establishment of a separate subaccount or subaccounts in the Reserve Account which shall independently secure one or more Series of Bonds.

(I) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the interests of the Holders of the Bonds. In making such determination, the Issuer shall not take into consideration any Bond Insurance Policy.

SECTION 8.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS', INSURERS' AND CREDIT BANKS' CONSENTS. Subject to the terms and provisions contained in this Section 8.02 and Sections 8.01 and 8.03 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 8.02. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 8.02 shall also require the written consent of any Credit Bank that has provided a Credit Facility and the Insurer of any Bonds which are Outstanding at the time such Supplemental Resolution shall take effect if such Insurer and Credit Bank are not in payment default under their Bond Insurance Policy or Credit Facility, as the case may be. No Supplemental Resolution may be approved or adopted which shall permit or require, without the consent of all affected Bondholders, (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Funds other than the lien and pledge created by this Resolution, or except as otherwise permitted or provided hereby, which materially adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds (except as to the establishment of separate subaccounts in the Reserve Account provided in Section 4.05(B)(4) hereof), or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders or the Insurers or the Credit Banks of the adoption of any Supplemental Resolution as authorized in Section 8.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 8.02, the Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 8.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 8.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 8.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

Notwithstanding any other provision of this Section 8.02, Holders of Bonds shall be deemed to have provided consent pursuant to this Section 8.02 if the offering document for such Bonds expressly describes the Supplemental Resolution and the amendments to this Resolution contained therein and states by virtue of the Holders' purchase of such Bonds the Holders are deemed to have notice of, and consented to, such Supplemental Resolution and amendments.

SECTION 8.03. AMENDMENT WITH CONSENT OF INSURERS AND CREDIT BANKS ONLY. For purposes of amending this Resolution pursuant to Section 8.02 hereof, an Insurer of Bonds and the Credit Bank providing a Credit Facility shall be considered the Holder of such Bonds which it has insured or provided a Credit Facility. The consent of the Holders of such Bonds shall not be required if the Insurer of such Bonds and any such Credit Bank shall consent to the amendment as provided by this Section 8.03 and such Insurer and Credit Bank is not in default with respect to its obligations under its Bond Insurance Policy or Credit Facility. At least 15 days prior to adoption of any amendment made pursuant to this Section 8.03, notice of such amendment shall be delivered to the Rating Agencies rating the Bonds. Upon filing with the Clerk of evidence of such consent the Insurers and Credit Banks as aforesaid, the Issuer may adopt such Supplemental Resolution. After the adoption by the Issuer of such Supplemental Resolution, notice thereof shall be mailed in the same manner as notices of an amendment

under Section 8.03 hereof. Notwithstanding the foregoing, the consent of all affected Bondholders shall still be required with respect to any amendment set forth in Clauses (A), (B), (C), (D) or (E) in the first paragraph of Section 8.02 hereof.

ARTICLE IX DEFEASANCE

SECTION 9.01. DEFEASANCE. If (A) the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of any Series of Bonds the principal and interest or Redemption Price, plus accrued interest, due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, and (B) the Issuer shall pay all Policy Costs owing to any provider of a Reserve Account Letter of Credit or Reserve Account Insurance Policy and all amounts owing to the Insurers and Credit Banks, then all covenants, agreements and other obligations of the Issuer to the holders of such Series of Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for payment or redemption of any Series of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto shall be deemed to have been paid within the meaning of this Section 9.01 if (i) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (ii) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Refunding Securities verified by an independent certified public accountant or nationally recognized company that provides verification services for municipal bonds to be in such amount that the principal of and the interest on or Redemption Price thereof which when due will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient, to pay the principal of, premium, if any, and interest due and to become due on said Bonds through and including the maturity date and/or redemption date, as applicable, thereof. Except as hereafter provided, neither the Refunding Securities nor any moneys so deposited with such banking institution or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Refunding Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price of the Bonds for the payment of which they were deposited and the interest accruing thereon to the date of maturity and/or redemption date, as applicable; provided, however, the Issuer may substitute new Refunding Securities and moneys for the deposited Refunding Securities and moneys if the new Refunding Securities and moneys are sufficient to pay the principal of and interest on or Redemption Price of the refunded Bonds.

For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or the redemption date thereof, as the case may be, by the deposit of moneys, or specified Refunding Securities and moneys, if any, in accordance with this Section 9.01, the interest to come due on such Variable Rate Bonds on or prior to the maturity or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than the Maximum Interest Rate for any period, the total amount of moneys and specified Refunding Securities on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to satisfy this Section 9.01, such excess shall be paid to the Issuer free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Resolution.

If Bonds are not to be redeemed or paid within 60 days after any such defeasance described in this Section 9.01, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 9.01 of moneys or Refunding Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 9.01 and stating such maturity date and/or redemption date, as applicable, upon which moneys are to be available for the payment of the principal of and interest on or Redemption Price of said Bonds. Failure to provide said notice shall not affect the Bonds being deemed to have been paid in accordance with the provisions of this Section 9.01.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

Notwithstanding anything herein to the contrary, in the event that the principal of or interest due on the Bonds shall be paid by an Insurer or Insurers, such Bonds shall remain Outstanding, shall not be defeased or otherwise satisfied and shall not be considered paid by the Issuer, and the pledge of the Pledged Funds and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and such Insurer or Insurers shall be subrogated to the rights of such Bondholders.

ARTICLE X

PROVISIONS RELATING TO SERIES 2015 BOND

SECTION 10.01. OPTIONAL REDEMPTION OF SERIES 2015 BOND.

The Series 2015 Bond shall not be subject to optional redemption prior to May 1, 2020. On and after May 1, 2020, the Series 2015 Bond may be redeemed, at the option of the Issuer, from any moneys legally available therefor, in whole or in part on any Interest Date, and, if in part, in principal amounts no less than \$100,000, by paying to the holder of the Series 2015 Bond the principal portion of the Series 2015 Bond to be redeemed, together with the unpaid interest accrued on such principal amount to the date of such redemption, at a Redemption Price equal to the principal amount of the Series 2015 Bond to be redeemed, plus accrued interest to the redemption date, without premium.

Notwithstanding the provisions of Section 3.03 hereof, each redemption of the Series 2015 Bond shall be made on such date and in such principal amount as shall be specified by the Issuer in a written notice delivered to the holder of the Series 2015 Bond not less than ten (10) days prior thereto specifying the principal amount of the Series 2015 Bond to be redeemed and the date of such redemption. So long as the Issuer provides such notice of redemption, the provisions of Section 3.03 of this Resolution shall not apply with respect to the Series 2015 Bond.

SECTION 10.02. MANDATORY SINKING FUND REDEMPTION OF SERIES 2015 BOND. The Series 2015 Bond is subject to mandatory redemption prior to maturity, in part by lot, at a redemption price equal to par plus interest accrued to the redemption date, in the following principal amounts in the years specified from Sinking Fund Installments payable on May 1 of the following years, commencing May 1, 2016, in the amounts to be determined by the City Manager and approved by the Purchaser and set forth in the Series 2015 Bond.

The Issuer shall not be required to provide the holder of the Series 2015 Bond any notice of the payment of any scheduled Sinking Fund Installments.

SECTION 10.03. APPLICATION OF SERIES 2015 BOND PROCEEDS.

Subject in all respects to the satisfaction of the conditions set forth in Section 2.02 hereof, the proceeds derived from the sale of the Series 2015 Bond shall be applied by the Issuer simultaneously with the delivery thereof as follows:

(A) A sufficient amount of Series 2015 Bond proceeds shall be deposited to the Series 2015 Project Account of the Construction Fund and shall be applied in accordance with the provisions hereof to pay Costs of the acquisition, construction, and equipping of the Series 2015 Project. Such deposited amounts may be used to reimburse the Issuer for any moneys previously expended by the issuer for Costs of the Series 2015 Project so long as the Issuer complies with the applicable provisions of the Code regarding reimbursement.

(B) The remainder of the proceeds of the Series 2015 Bond shall be applied to the payment of costs and expenses relating to the issuance of the Series 2015 Bond.

SECTION 10.04. APPOINTMENT OF PAYING AGENT AND REGISTRAR. Subject in all respects to the satisfaction of the conditions set forth in Section 2.02, hereof, the Issuer, acting through the City Manager's office, is hereby designated Registrar and Paying Agent for the Series 2015 Bond. The City Manager is hereby authorized to execute and deliver and the Clerk is authorized to attest any agreements prepared by Bond Counsel and reviewed by the City Attorney that are necessary to engage the Paying Agent and Registrar.

SECTION 10.05. PROVISION OF FINANCIAL INFORMATION. While the Series 2015 Bond is Outstanding, a copy of the Annual Audit for each Fiscal Year shall be furnished to the Bank within 30 days after approval thereof by the Commission and a copy of the Annual Budget for each Fiscal Year shall be furnished to the Bank within 30 days of its adoption. The Issuer shall also provide the Purchaser with such other information as it reasonably requests from time to time.

ARTICLE XI MISCELLANEOUS

SECTION 11.01. CAPITAL APPRECIATION BONDS. For the purposes of (A) receiving payment of the Redemption Price if a Capital Appreciation Bond is redeemed prior to maturity, or (B) receiving payment of a Capital Appreciation Bond if the principal of all Bonds becomes due and payable under the provisions of this Resolution, or (C) computing the amount of Bonds held by the Holder of a Capital Appreciation Bond in giving to the Issuer or any trustee or receiver appointed to represent the Bondholders any notice, consent, request or demand pursuant to this Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value.

SECTION 11.02. SALE OF BONDS. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

SECTION 11.03. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 11.04. VALIDATION AUTHORIZED. To the extent deemed necessary by Bond Counsel or desirable by the City Attorney, Bond Counsel is authorized to institute appropriate proceedings for validation of a Series of Bonds herein authorized pursuant to Chapter 75, Florida Statutes.

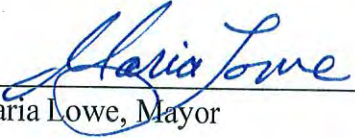
SECTION 11.05. REPEAL OF INCONSISTENT RESOLUTIONS. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 11.06. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

DULY ADOPTED this 14th day of April, 2015.

(SEAL)

CITY OF ST. PETE BEACH, FLORIDA

By: 
Maria Lowe, Mayor

ATTEST:

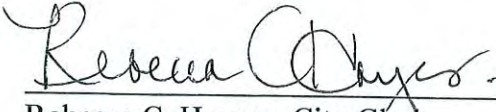

Rebecca C. Haynes, City Clerk

EXHIBIT A

GENERAL DESCRIPTION OF THE SERIES 2015 PROJECT

A complete description of the Project is set forth in the records of the City. The Project generally includes the various capital improvements related to the following:

- Blind Pass Road improvements (75th Avenue to Gulf Boulevard)
- Phase I and II of the Pass-A-Grille Way improvements
- Force Main 3 improvements
- Pump Station 3 improvements

EXHIBIT B

PURCHASER'S PROPOSAL



March 11, 2015

Ms. Elaine Edmunds
Administrative Services Director
City of St. Pete Beach
155 Corey Avenue, 1st Floor
St. Pete Beach, FL 33706

Jeffrey T. Larson, President
Larson Consulting Services, LLC.
10151 University Blvd., #117
Orlando, FL 32817

Dear Ms. Edmunds and Mr. Larson:

It is our pleasure to advise you that CenterState Bank of Florida, N.A. (hereinafter referred to as "Bank") has approved your loan subject to the following terms and conditions.

It is the Borrower(s) responsibility to read this Commitment carefully and retain a copy for purposes of diligently meeting all conditions outlined herein on or before the expiration date(s) specified herein. All provisions and conditions of this Commitment must be met to the Bank's and/or its Counsel's approval and satisfaction in their sole discretion. Please review this Commitment and any attachments hereto, which further govern the conditions of the Commitment.

BORROWER: The City of St. Pete Beach, Florida

LOAN AMOUNT: \$5,000,000

It is understood that the City may have a credit requirement up to an amount of \$5,500,000. The subject commitment is for an amount not to exceed \$5,000,000, however, the Bank is willing to explore increasing its commitment to the City. Any commitment above the proposed \$5,000,000 Note amount would require the bank to approve an increased commitment amount and any notification of such would be provided under a separate commitment document.

MATURITY DATE:

May 1, 2030 – 15 Year Repayment Term Option
May 1, 2035 – 20 Year Repayment Term Option

COLLATERAL:

The Waste Water Utility System Revenue Note will be an obligation of the City, secured by a senior lien on the City's Waste Water Utility Revenues.

REPAYMENT TERMS:

Option 1 – 15 Year Term: Semi-Annual interest payments due on May 1 and November 1 of each year (beginning on November 1, 2015) and annual principal payments due on May 1 of each year (beginning on May 1, 2016). Final payment to be made on May 1, 2030.

Option 2 – 20 Year Term: Semi-Annual interest payments due on May 1 and November 1 of each year (beginning on November 1, 2015) and annual principal payments due on May 1 of each year (beginning on May 1, 2016). Final payment to be made on May 1, 2035.

INTEREST RATE

The following table represents the Non-Bank Qualified Rate (Tax Exempt) for each of the above mentioned options based on today's interest rates and adding the Bank's required spread of 1.50% over LIBOR:

Structure	Indicative With Symmetrical Prepay (1,2)	Indicative No-Call 5- years (1,3)	Maintained Rate With Symmetrical Prepay (2,4)	Maintained No-Call 5- years (3,4)
Option 1 – 15 Year Term	3.29%	3.64%	3.43%	3.78%
Option 2 – 20 Year Term	3.41%	3.84%	3.59%	4.02%

- (1) Rates are indicative and can be locked upon the execution of a Forward Rate Lock Agreement.
- (2) The Borrower may make principle reduction payments (and any instance of a principal reduction must be \$100,000.00 or greater) subject to a symmetrical "break-funding" provision.
- (3) Prepayment prohibited in the first 5 years, thereafter prepayment permitted on scheduled interest payment dates without cost or benefit.
- (4) Fixed rate will be maintained as quoted above until March 24.

PURPOSE OF LOAN:

To fund approximately \$5,000,000 in Wast Water Utility project fund costs and provide for any City reimbursement of prior fees or costs (subject to Bond counsel review) and pay costs of issuance.

**COMMITMENT
EXPIRATION DATE:**

This commitment shall expire unless accepted on or before April 24, 2015.

**LOAN MUST CLOSE
ON OR BEFORE:**

April 24, 2015

CLOSING COSTS:

The City shall pay all costs and expenses incurred in connection with this transaction; including; without limitation; the fees and expenses of Bank Counsel (not to exceed \$5,000), Bond Counsel, City Attorney and the City's Financial Advisor whether or not the transaction closes. The Bank's Counsel for this transaction will be D. Scott South of South Milhausen, P.A. of Orlando, FL.

**COMPARABLE
FLORIDA MUNICIPAL
FINANCING
EXPERIENCE LIST:**

MUNICIPALITY	ORIGINATION DATE	FACILITY AMOUNT
City of Haines City	12/30/2010	\$11,748,000
City of Davenport	3/9/2011	\$600,000
City of Moore Haven	8/17/2011	\$4,402,000
City of Mount Dora	9/22/2011	\$3,365,400
Town of Lake Hamilton	11/23/2011	\$2,439,000
City of Auburndale	9/30/2012	\$5,000,000
City of Mount Dora	5/29/2013	\$2,500,000

**FLORIDA
MUNICIPAL CLIENT
REFERENCES:**

City of Haines City
Donald Carter
Finance Director
863/421-3600

City of Moore Haven
Maxine Bryant
City Clerk
863/946-0711

Town of Lake Hamilton
Kim Gay
Town Clerk
863/439-1910

**LOAN AGREEMENT
CONVENANTS:**

Waste Water System Pledged Revenues will have an Additional Bonds Test covenant of a minimum of 1.25X on an aggregate basis.

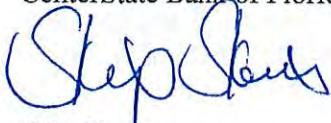
City to provide a copy of the City's Annual Budget within 30 business days following the City Commission's adoption, and the City's CAFR within 30 business days of presentation to the BOC by the City's outside auditors.

The City will covenant to do all things required to be eligible to receive each of the sources of Pledged Revenues and will diligently enforce its right to receive the Pledged Revenues.

OTHER CONDITIONS/REQUIREMENTS: See the attachments of this document for other conditions/requirements, items 1 to 9.

We sincerely appreciate your business and look forward to a mutually beneficial relationship. It is my pleasure to serve the Board in this transaction on behalf of the Bank. My contact information is listed below. We trust this Commitment is in keeping with your understanding of our conversations. If so, please sign where shown and return this Commitment to us together with all fees and documentation required by the Commitment Expiration Date shown above.

Sincerely,
CenterState Bank of Florida, N.A.



Skip Skairus
Senior Vice President/Commercial Banking Manager
6930 Gall Boulevard
Zephyrhills, FL 33542
813/715-4883 – phone
813/783-3599 – fax
sskairus@centerstatebank.com

BORROWER'S SIGNED ACCEPTANCE:

The City of St. Pete Beach, Florida

By: _____

Date: _____

1. **LOAN COLLATERAL/SECURITY:** If repayment of this loan shall be secured by collateral, Borrower(s) hereby warrant(s) to Bank that they have full authorization and capacity to pledge and grant valid lien(s) on same, or Borrower(s) will secure such authorization/documentation at or before closing to the satisfaction of Bank's Counsel. Such verifications shall not relieve Borrower(s) of liability as to misinformation or fraud. Borrower(s) agree(s) to provide Bank with true and exact copies of all deeds, titles, certificates, invoices, or other such evidence of ownership as applicable to all security, to the satisfaction of the Bank or Bank's Counsel, upon acceptance of this Commitment. Borrower(s) and Guarantor(s) understand that Bank relies on one hundred percent of all value of collateral pledged rather than just a partial percentage thereof. Any "equity" value which might exist in assets pledged shall also serve as collateral for this loan. Borrower(s) and Guarantor(s) shall execute such documentation as deemed necessary by Bank and/or Bank's Counsel in their sole discretion to grant Bank a secured position in the collateral. All collateral will be fully cross-pledged and cross-defaulted with all other collateral and loans within Bank, including, to the maximum extent permissible by law, indirect debt which may be in another name but with a common owner or Guarantor.
2. **INTEREST:** This loan shall bear interest which shall accrue, under the simple interest (30/360 day) method, on the funded and outstanding principal balance from time to time. Should Borrower(s) allow this indebtedness to become more than ten (10) days delinquent at any time, a late fee of 5% of payment amount due shall be imposed by Bank. Any such delinquent payments shall be applied first to any late charges and interest which have accrued, unless Bank then chooses to apply otherwise. Upon default, including failure to pay upon final maturity, Bank, at its option, may, if permitted under applicable law, increase the interest rate on this Note to 18% per annum, if and to the extent that the increase does not cause the interest rate to exceed the maximum rate permitted by applicable law.
3. **CLOSING COSTS:** Borrower(s) agree(s) to pay any and all expenses of this transaction, whether incurred directly or indirectly, including, but not limited to, such costs as attorney fees, title company charges or premiums, appraisal fees, survey/engineering fees, commissions, recording fees, taxes, and any legal fees or court costs which might arise from any disputes or litigation surrounding this Commitment, whether or not this loan actually closes. Said costs are due and payable by Borrower(s) in addition to and separate from any Commitment fees.
4. **NON-ASSIGNABILITY:** Neither this Commitment nor the proceeds of the loan contemplated herein shall be assignable by Borrower(s) without prior written consent of the Bank. This loan is not assumable.
5. **CLOSING:** Unless otherwise specified in writing, this Commitment, the loan transaction contemplated hereby, and all loan documents executed pursuant hereto shall be construed according to all applicable State and Federal governmental regulations and Bank policies. All provisions of this Commitment shall survive the closing of the loan transaction contemplated herein.
6. **BORROWER'S REPRESENTATIONS:** This Commitment has been issued to Borrower(s) on the basis of all information provided by Borrower and all representations, exhibits, data, and other materials submitted with or in support of Borrower's loan

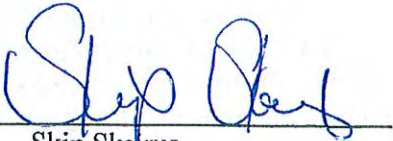
application. Any misinformation or withholding of material information incident thereto shall, at the option of Bank, void all of the Bank's obligations hereunder, and shall give Bank full rights of recourse under applicable law. In addition, should economic conditions decline in general for the Borrower, or should other factors change which were considered important by the Bank in issuing this Commitment, the Bank, in its sole discretion, may withdraw the Commitment without penalty or retribution from the Borrower; and hold the Bank harmless now and in the future as to any claims of lender liability and agrees the Bank has acted properly and in good faith in all respects throughout this transaction.

7. **BORROWING AUTHORITY:** Prior to closing, Borrower(s) shall provide Bank with true and exact copies of all Ordinances, Resolutions, Agreements Opinion of Borrower(s) Counsel, Opinions of Bond Counsel, Incumbency Statements, Agreements, Current Certificates of Good Standing, and appropriate Minutes as requested by the Bank or its Counsel to evidence the due creation and existence of the Borrower, the due authorization, execution and delivery by the Borrower of the documents relating to this financing, the enforceability thereof against the Borrower, the exclusion from gross income from federal income tax purposes of interest on the Series 2015 Note and the qualification of the Series 2015 Note as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Internal Revenue Code as requested by and in form and substance acceptable to the Bank and its Counsel. Prior to closing, Borrower(s) shall execute appropriate Resolutions and Agreements, all to the Bank or Bank's Counsel's satisfaction.

8. **INCLUSIVENESS/SEVERABILITY:** Borrower(s) understand(s) that this Commitment attempts to outline most of the key, general terms and conditions of the proposed loan and is not, nor does it attempt to be, all-encompassing. Any omissions herein or conflicts with loan closing documents shall not construe liability to Bank; further requirements by the Bank or Bank's counsel and/or loan closing documents shall supersede and have precedence over this Commitment. Closing of the loan is subject to the execution and delivery of final documents, certificates and opinions in form and substance acceptable to the Bank and its Counsel in their sole discretion. Any release, waiver, or changes allowed by Bank in any part of this Commitment shall not invalidate or change any remaining requirements or clauses. Where applicable in this Commitment, the plural tense shall suffice for the singular, and vice-versa, as to referencing all parties hereto. All parties as recipients hereof, regardless of type of involvement, shall be responsible for meeting all provisions of this Commitment.

9. **EXPIRATION:** This Commitment shall, at the Bank's option, expire if the appropriate signatures and any fees, and all documents outlined herein are not properly secured and delivered by Borrower(s) to Bank or before expiration date shown. Under no circumstances shall any Commitment by Bank be valid beyond the Commitment expiration date stated previously in this letter.

CenterState Bank of Florida, N.A.

By: 

Skip Skairus
Senior Vice President/Commercial Banking Manager

BORROWER'S SIGNED ACCEPTANCE:

The City of St. Pete Beach, Florida

By: _____
Name
Title

Date: _____

EXHIBIT C

FORM OF DISCLOSURE LETTER AND TRUTH-IN-BONDING STATEMENT

**CENTERSTATE BANK OF FLORIDA, N.A.
DISCLOSURE LETTER AND
TRUTH-IN-BONDING STATEMENT**

April 21, 2015

City Commission of the
City of St. Pete Beach, Florida
St. Pete Beach, Florida

Re: \$5,000,000 City of St. Pete Beach, Florida Wastewater Utility
System Revenue Bond, Series 2015

Madam Mayor and Commission Members:

In connection with the purchase of the City of St. Pete Beach, Florida Wastewater Utility System Revenue Bond, Series 2015 (the "Series 2015 Bond") authorized to be issued by Resolution No. 2015-05, adopted by the City Commission of the City of St. Pete Beach, Florida (the "City") on April 14, 2015 (the "Resolution"), the undersigned purchaser of the Series 2015 Bond (the "Original Purchaser"), hereby acknowledges and represents that (1) the Original Purchaser is familiar with the City as it relates to the above transaction; (2) the Original Purchaser has been furnished certain business and financial information about the City; (3) the City has made available to the Original Purchaser the opportunity to obtain additional information and to evaluate the merits and risks of an investment in the Series 2015 Bond; and (4) the Original Purchaser has had the opportunity to ask questions of and receive answers from representatives of the City concerning the terms and conditions of the offering and the information supplied to the Original Purchaser.

The Original Purchaser acknowledges and represents that it has been advised that the Series 2015 Bond has not been registered under the Securities Act of 1933, as amended, in reliance upon the exemption contained in Section 3(a)(2) thereof, and that the City is not presently registered under Section 12 of the Securities and Exchange Act of 1934, as amended. Further, no trading market now exists for the Series 2015 Bond. Accordingly, the Original Purchaser understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to the maturity of the Series 2015 Bond may not be possible or may be at a price below that which the Original Purchaser is paying for the Series 2015 Bond.

The Original Purchaser has conducted its own investigation to the extent it deemed necessary. The Original Purchaser has been offered an opportunity to have made

available to it any and all such information it might request from the City. On this basis, it is agreed by acknowledgment of this letter that the Original Purchaser hereto is not relying on any party or person other than the City to undertake the furnishing or verification of information relating to this transaction.

The Original Purchaser acknowledges that the Series 2015 Bond is being purchased as part of a private placement of the Series 2015 Bond to evidence a loan from the Original Purchaser to the City negotiated directly between the City and representatives of the undersigned. Accordingly, no Official Statement or other disclosure document has been prepared in connection with the issuance of the Series 2015 Bond and we hereby acknowledge that we have made our own independent examination of all facts and circumstances surrounding the Series 2015 Bond and that no reliance has been placed on anyone other than the City.

The Original Purchaser is purchasing the Series 2015 Bond primarily for its own investment purposes and not with a present intent to distribute or resell the Series 2015 Bond; provided, however, that the Original Purchaser retains the right to transfer the Series 2015 Bond or any interest therein or portion therein in accordance with the terms of the Resolution. The Original Purchaser hereby agrees that prior to any distribution or resale of the Series 2015 Bond, it will comply in all respects with any applicable securities laws regarding such distribution or resale.

The Original Purchaser further acknowledges and represents that (1) it is the only initial purchaser of the Series 2015 Bond, (2) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the Series 2015 Bond, and (3) it is not currently purchasing the Series 2015 Bond for more than one account or with a present view to distributing the Series 2015 Bond. The Original Purchaser acknowledges that the representations contained in this paragraph are being made in order to meet one of the exceptions to the continuing disclosure requirements set forth in Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

Pursuant to the provisions of Section 218.385, Florida Statutes, the Original Purchaser is providing the following information with respect to the purchase of the Series 2015 Bond. The Original Purchaser represents to you as follows:

- (a) The nature and estimated amounts of expenses to be incurred by the Original Purchaser in connection with the issuance and sale of the Series 2015 Bond are: \$_____ (counsel fee to be paid by City).
- (b) There are no "finders," as defined in Section 218.386, Florida Statutes, as amended, in connection with the issuance of the Series 2015 Bond.

- (c) No underwriting fee will be charged by the Original Purchaser in connection with the issuance of the Series 2015 Bond.
- (d) No management fee will be charged by the Original Purchaser in connection with the issuance of the Series 2015 Bond.
- (e) No other fee, bonus or other compensation will be paid by the Original Purchaser in connection with the issuance of the Series 2015 Bond to any person not regularly employed or retained by the Original Purchaser (including a "finder" as defined in Section 218.386, Florida Statutes).
- (f) The name and address of the Original Purchaser is:

CenterState Bank of Florida, N.A.
6930 Gall Boulevard
Zephyrhills, Florida 33542
- (g) The City is proposing to issue the Series 2015 Bond for the principal purpose of financing and refinancing costs of the acquisition, construction and equipping of various capital improvements to the City's wastewater utility system. The Series 2015 Bond is expected to be repaid over approximately 20 years. The interest rate on the Series 2015 Bond is 4.02%. Total interest paid over the life of the Series 2015 Bond will be approximately \$2,380,000. The expected source of repayment for the Series 2015 Bond is the Net Revenues of the City's Wastewater Utility System and other sources described in the Resolution. The Series 2015 Bond will result in approximately \$369,000 of such repayment sources of the City being expended to pay debt service on the Series 2015 Bond each year and not being available to pay for other services or purposes of the City.

Very truly yours,

**CENTERSTATE BANK OF FLORIDA,
N.A.**

By: _____
Title: _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF ST. PETE BEACH, FLORIDA

**CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT
CS12069612P**

Florida Department of Environmental Protection
Bureau of Water Facilities Funding
Twin Towers Office Building
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

<u>CONTENTS</u>	<u>PAGE</u>
ARTICLE I - DEFINITIONS	1
1.01. WORDS AND TERMS.	1
1.02. CORRELATIVE WORDS.	3
ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS	3
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.	3
2.02. LEGAL AUTHORIZATION.	5
ARTICLE III - LOAN REPAYMENT ACCOUNTS	5
3.01. LOAN DEBT SERVICE ACCOUNT.	5
3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.	6
3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.	6
3.04. LOAN REPAYMENT RESERVE ACCOUNT.	6
3.05. LOAN REPAYMENT RESERVE WITHDRAWALS.	6
3.06. RESTORATION OF LOAN REPAYMENT RESERVE ACCOUNT.	6
3.07. INVESTMENT OF LOAN REPAYMENT RESERVE MONEYS.	6
3.08. ASSETS HELD IN TRUST.	7
ARTICLE IV - PROGRAM INFORMATION	7
4.01. PROJECT CHANGES.	7
4.02. TITLE TO PROJECT SITE.	7
4.03. RESERVED.	7
4.04. RESERVED.	7
4.05. PROHIBITION AGAINST ENCUMBRANCES.	7
4.06. COMPLETION MONEYS.	7
4.07. CLOSE-OUT.	8
4.08. LOAN DISBURSEMENTS.	8
ARTICLE V - RATES AND USE OF THE SEWER SYSTEM	8
5.01. RATE COVERAGE.	8
5.02. NO FREE SERVICE.	9
5.03. MANDATORY CONNECTIONS.	9
5.04. NO COMPETING SERVICE.	9
5.05. MAINTENANCE OF THE SEWER SYSTEM.	9
5.06. ADDITIONS AND MODIFICATIONS.	9
5.07. COLLECTION OF REVENUES.	9
ARTICLE VI - DEFAULTS AND REMEDIES	9
6.01. EVENTS OF DEFAULT.	9
6.02. REMEDIES.	10
6.03. DELAY AND WAIVER.	11
ARTICLE VII - THE PLEDGED REVENUES	11
7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.	11
7.02. ADDITIONAL DEBT OBLIGATIONS.	11

CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

<u>CONTENTS</u>	<u>PAGE</u>
ARTICLE VIII - GENERAL PROVISIONS	12
8.01. DISCHARGE OF OBLIGATIONS.	12
8.02. RECORDS AND STATEMENTS.	12
8.03. ACCESS TO PROJECT SITE.	12
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.	12
8.05. AMENDMENT OF AGREEMENT.	12
8.06. ANNULMENT OF AGREEMENT.	12
8.07. SEVERABILITY CLAUSE.	13
ARTICLE IX - RESERVED	13
ARTICLE X - DETAILS OF FINANCING	13
10.01. PRINCIPAL AMOUNT OF LOAN.	13
10.02. LOAN SERVICE FEE.	13
10.03. INTEREST AND GRANT ALLOCATION ASSESSMENT RATES.	13
10.04. LOAN TERM.	14
10.05. REPAYMENT SCHEDULE.	14
10.06. PROJECT RELATED COSTS.	14
10.07. SCHEDULE.	15
ARTICLE XI - EXECUTION OF AGREEMENT	16

CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT
CS12069612P

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ST. PETE BEACH, FLORIDA, (Local Government) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Section 403.1835, Florida Statutes, the Department is authorized to make loans to local government agencies to finance the planning, design, and construction of wastewater pollution control facilities; and

WHEREAS, the Local Government has made application for the financing of Preconstruction Activities, and the Department has determined that all requirements for a loan have been met.

NOW, THEREFORE, in consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this agreement.
- (2) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) "Capitalized Interest" shall mean the interest accruing on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) "Construction Related Costs" shall mean costs for construction, equipment, materials, demolition, contingency, legal and technical services incurred after construction bid opening, and the incremental portion of the Loan repayment reserve disbursement and Capitalized Interest associated with the foregoing costs.
- (5) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.
- (6) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use

Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(7) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Sewer System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Sewer System.

(8) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(9) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(10) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(11) "Loan Repayment Reserve Account" or "Loan Repayment Reserve" shall mean the account into which will be deposited the amount set aside to pay temporary and unexpected deficiencies, if any, in the Semiannual Loan Payment.

(12) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(13) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(14) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Sewer System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(15) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Sewer System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior obligations issued pursuant to Section 7.02 of this Agreement.

(16) "Preconstruction Activities" shall mean the planning, administrative, and engineering work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(17) "Project" shall mean the construction of facilities planned and designed through the Preconstruction Activities and financed by an amendment to this Agreement. The Project shall be defined more specifically when the Agreement is amended.

(18) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals, and it is comprised of principal, interest, and Grant Allocation

Assessment. In addition, the Loan Service Fee and all of the associated interest are deducted from the first two payments.

(19) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Local Government shall undertake Preconstruction Activities and the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or in its operation of Project facilities.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or

covenant requires a future action, the Local Government shall take such action as is necessary for compliance.

(8) The Local Government shall maintain records using Generally Accepted Governmental Accounting Standards established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Sewer System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Sewer System, and of the Pledged Revenues, Loan disbursement receipts, Loan Debt Service Account, and Loan Repayment Reserve Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available funds, or requiring the Local Government to levy or appropriate ad valorem tax revenues, or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available funds.

(10) Beginning with the Fiscal Year in which the Loan Agreement is executed and continuing for each year thereafter until the Loan is retired, the Local Government shall submit annual audit reports to the Department. The audits shall be conducted under Section 11.45, Florida Statutes. Such audits shall address at a minimum the Local Government's financial condition, accounts of the Sewer System or other sources generating the Pledged Revenues, Loan disbursements received and Project expenditures (if any), and compliance with the Loan Agreement covenants. Beginning with the Fiscal Year of the first Semiannual Loan Payment, the scope of audits shall encompass the Loan Debt Service Account and Loan Repayment Reserve Account. The Local Government shall cause its auditor to notify the Department immediately if anything comes to the auditor's attention during the annual examination of the Local Government's records that would constitute a default under the Loan Agreement.

(11) Within 12 months of the amendment establishing final project costs, the Local Government shall submit to the Department a separate audit report, by an independent/certified public accountant, of the Loan related revenues and expenditures. The audit shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States. The audit shall address whether the Local Government complied with requirements set forth in the Loan Agreement, including applicable State and Federal laws and regulations referenced in Subsection (7) above. The audit findings shall set aside or question any costs that are unallowable under Rule 62-503, Florida Administrative Code. A final determination of the allowability of such costs shall be made by the Department. However, this separate audit shall not be required if the only disbursements of Loan proceeds under this Agreement, as amended, are for the administrative, planning, and engineering allowances and Loan Repayment Reserve.

(12) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Local Government's Authorized Representative or its chief financial officer shall submit, no later than the date established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy, on a pro rata basis, the rate coverage

requirement; (b) the Loan Debt Service Account contains the funds required; (c) the Loan Repayment Reserve Account contains the funds required; and (d) insurance, including that issued through the National Flood Insurance Program authorized under 42 U.S.C. secs. 4001-4128 when applicable, is in effect for the facilities generating the Pledged Revenues, and adequately covers the customary risks to the extent that such insurance is available.

(13) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(14) The Local Government agrees to complete the Preconstruction Activities and, upon inclusion by an amendment to this Agreement, the Project, in accordance with the Preconstruction Activities schedule set forth in Section 10.07 and a Project Schedule added by amendment to this Agreement. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit or funding of the Loan Repayment Reserve Account.

(15) The Local Government covenants that this Agreement is entered into for the purpose of completing planning, engineering, and administrative activities in order to construct facilities which will, in all events, serve a public purpose.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel covenants that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

ARTICLE III - LOAN REPAYMENT ACCOUNTS

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth in Section 10.07 unless the date is revised by amendment of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the

Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. LOAN REPAYMENT RESERVE ACCOUNT.

A Loan Repayment Reserve Account shall be established with a Depository. The Local Government shall deposit into the account the reserve amount identified in Section 10.07 by the date set forth therein, unless the date or the amount is revised by amendment to this Agreement.

3.05. LOAN REPAYMENT RESERVE WITHDRAWALS.

The Loan Repayment Reserve Account shall be used by the Local Government to cure a temporary and unexpected deficiency in any Semiannual Loan Payment. The Local Government's chief financial officer shall promptly notify the Department upon any withdrawal from the account. Any unused portion of the Loan Repayment Reserve Account shall be applied to the final Semiannual Loan Payment(s) or used for discharging the Local Government's obligations pursuant to Section 8.01.

3.06. RESTORATION OF LOAN REPAYMENT RESERVE ACCOUNT.

A default causing the Local Government to use the Loan Repayment Reserve Account or the use of the account to prevent default shall result in the Local Government being responsible for making special deposits to restore the account. Special restoration deposits shall be made from the first moneys legally available to the Local Government for such purpose.

3.07. INVESTMENT OF LOAN REPAYMENT RESERVE MONEYS.

Moneys on deposit in the Loan Repayment Reserve Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date set for the final Semiannual Loan Payment provided, however, that moneys must be available for withdrawal, if necessary, pursuant to Section 3.05. All investment income and earnings shall be credited to the Loan Repayment Reserve Account.

3.08. ASSETS HELD IN TRUST.

The assets in each of the accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROGRAM INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

4.02. TITLE TO PROJECT SITE.

No later than the date established by Section 10.07, the Local Government shall have an interest in real property sufficient for the construction and location of any facility planned and designed through Preconstruction Activities free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. If a limited site title certification is accepted at that date, the Department shall establish a date for submittal of a clear site title certification by amendment.

4.03. RESERVED.

4.04. RESERVED.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

The Department covenants that loan funds to finance Construction Related Costs will be made available to the Local Government at no greater than the combined rate of interest and Grant Allocation Assessment set forth in Section 10.03 provided the Local Government complies with the schedule in Section 10.07, requests and obtains a ranking of the Construction Related Costs on the fundable portion of the Department's construction loan priority list, and submits a complete Loan Application. If the Department cannot issue an authorization to incur Construction Related Costs by the date specified in Section 10.07 due to any failing of the Local Government, then the commitment to fund Construction Related Costs at no greater than the combined rate of interest and Grant Allocation Assessment specified in Section 10.03 shall be terminated.

In addition to the proceeds of this or subsequent Loans, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Preconstruction Activities. The Local Government also covenants that if additional Loan financing is provided for

Construction Related Costs by amendment of this Agreement, it will obtain sufficient moneys from other sources as necessary to complete the Project.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project records, or the Preconstruction Activities records if this Agreement is not amended to fund Construction Related Costs. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the State Comptroller and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Local Government for planning, engineering, and administration allowances and for establishing the Loan Repayment Reserve Account.

Requests by the Local Government for disbursements of the preconstruction funds shall be made using the Department's disbursement request form but shall not require documentation of actual costs incurred. One-half of the administrative and planning allowances shall be disbursed on request of the Local Government after the Loan Agreement is executed. The remaining one-half of the administrative and planning allowances and the initial one-half of the engineering allowance shall be disbursed on request of the Local Government after the Department has accepted the planning documents. The remaining one-half of the engineering allowance shall be disbursed on request of the Local Government after the completed design documents have been accepted by the Department. Disbursements for Construction Related Costs shall occur only as a result of an amendment to this Agreement. The following allowance amounts will be disbursed after the specified milestone events unless the allowances are reduced pursuant to Section 10.06:

Milestone Event	Amount
Loan Agreement executed	\$ 47,908
Department acceptance of planning documents	137,736
Department acceptance of design documents	89,827
Total	\$ 275,471

ARTICLE V - RATES AND USE OF THE SEWER SYSTEM

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Sewer System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the coverage requirements of all senior and parity debt obligations.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Sewer System without making a charge therefor based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Sewer System so as to materially and adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE SEWER SYSTEM.

The Local Government shall operate and maintain the Sewer System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Sewer System which it deems desirable and which do not materially reduce the operational integrity of any part of the Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Sewer System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Sewer System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Sewer System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to fund the Loan Repayment Reserve Account or to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and (7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Failure of the Local Government to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon an event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Sewer System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Sewer System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Sewer System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Comptroller delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to

exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 3.333 times the Loan interest rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon an event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien in favor of the Department on such Pledged Revenues if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent shall be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Sewer System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement, of any other State Revolving Fund loans secured by the Pledged Revenues, and of the obligations proposed to be issued by the Local Government.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If, at any time, the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, Loan Service Fee, related interest, and Grant Allocation Assessment, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and before three years have elapsed after the Department's final disbursement to the Local Government.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to offices and other sites where Preconstruction Activities or Project work is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. A final amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Local Government has not drawn any of the Loan proceeds within eighteen months after the effective date of this Agreement. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Local Government.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

ARTICLE IX - RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The principal amount of the Loan is \$289,335, which includes \$283,735 to be disbursed to the Local Government and \$5,600 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the combined rate of interest and Grant Allocation Assessment, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$5,509 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding the Loan Repayment Reserve and Capitalized Interest amounts; that is, two percent of \$275,471. An additional Loan Service Fee amount will be assessed for any additional funding provided by amendment to the Agreement. The fee shall be adjusted downward if adjustment of Project costs results in a Loan decrease, provided that the decrease amendment is executed before the first Semiannual Loan Payment due date.

Interest shall accrue on the Loan Service Fee at the combined rate of interest and Grant Allocation Assessment, or rates, set for the Loan until the fee is paid. Loan Service Fee interest shall be compounded annually from the effective date of the Loan until six months before the first Semiannual Loan Payment is due at which time it is capitalized. The estimated Loan Service Fee capitalized interest is \$220.

10.03. INTEREST AND GRANT ALLOCATION ASSESSMENT RATES.

The combined rate of interest and Grant Allocation Assessment on the unpaid principal of the Loan amount specified in Section 10.01 is 3.05 percent per annum. Individually, the interest rate is 1.525 percent per annum and the Grant Allocation Assessment rate is 1.525 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before January 1, 2002 the interest and Grant Allocation Assessment rates may be adjusted. New interest and Grant Allocation Assessment rates may be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

Unless the Loan term is extended by an amendment to this Agreement, the Loan shall be repaid in 40 Semiannual Loan Payments.

10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the Loan Service Fee and Loan Service Fee capitalized interest and the principle of level debt service. The Department will deduct the Loan Service Fee and all associated interest from the first two payments. The Loan principal and Semiannual Loan Payment amounts may be revised by amendment of the Agreement. After the final disbursement of Loan proceeds, the Loan principal will be adjusted to reflect the actual dates and amounts of disbursements. Accordingly, the Semiannual Loan Payment amount shall be adjusted, taking into consideration any previous payments.

Until the principal amount of the Loan is amended, the Semiannual Loan Payment shall be in the amount of \$9,908. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, which principal amount includes Capitalized Interest. Interest (at the combined rate of Loan interest and Grant Allocation Assessment) shall also be computed on the unpaid balance of the Loan Service Fee and Loan Service Fee capitalized interest. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on August 15, 2003, and semiannually thereafter on February 15 and August 15 of each year until all amounts due have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$295,064, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

10.06. PROJECT RELATED COSTS.

The Local Government and the Department acknowledge that actual Project costs or Preconstruction Activities allowances have not been determined as of the effective date of this Agreement. An adjustment to Preconstruction Activities allowances may be made due to a reduction in the scope of work proposed for Loan funding as a result of the planning process. Failure to achieve Department acceptance of plans and specifications for all facilities proposed for Loan funding prior to the date specified for authorization to incur Construction Related Costs may cause adjustment of the Preconstruction Activities Allowances. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final Project costs and all allowances shall be established in the final amendment. Changes in Project costs or Preconstruction Activities allowances may also occur as a result of the Local Government's audit or the Department's audit.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

The Local Government agrees to the following estimates of Preconstruction Activities allowances and related costs:

Administrative Allowance	\$	14,372
Planning Allowance	\$	81,444
Engineering Allowance	\$	179,655
Subtotal	\$	275,471
Loan Repayment Reserve	\$	8,264
Subtotal (Disbursable Amount)	\$	283,735
Capitalized Interest	\$	5,600
TOTAL (Loan Principal Amount)	\$	289,335

The listed allowances are based on estimated Construction Related Costs of \$2,395,400, which excludes the Loan Repayment Reserve and Capitalized Interest amounts.

The Loan Repayment Reserve represents three percent of the Loan amount excluding the Capitalized Interest and Loan Repayment Reserve amounts; three percent of \$275,471 equals \$8,264 for the Loan amount authorized to date.

10.07. SCHEDULE.

The Preconstruction Activities shall be completed no later than the dates set forth below to preserve the Department's commitment to provide funding for Construction Related Costs at no greater than the combined rate of interest and Grant Allocation Assessment specified in Section 10.03. Preconstruction Activities shall be completed in time to enable the Department to take the actions scheduled in Subsections (1) and (4) below.

(1) Acceptance of the planning documents by the Department (Design Authorization) no later than December 15, 2001.

(2) Design of all Project facilities proposed for loan funding no later than July 15, 2002.

(3) Certification of availability of all sites for facilities proposed for loan funding no later than July 15, 2002.

(4) Authorization to incur Construction Related Costs for all Project facilities proposed for loan funding no later than August 15, 2002.

(5) Unless deferred by amendment, establish the Loan Repayment Reserve Account and deposit \$8,264 no later than February 15, 2003.

(6) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than February 15, 2003.

(7) Unless deferred by amendment, provide certifications under Subsection 2.01(12) beginning May 15, 2003, and annually thereafter at the time the annual audit report is submitted under Subsection 2.01(10).

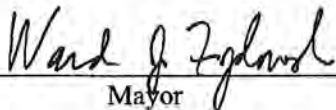
ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement CS12069612P shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary of the Department and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Secretary of the Department.

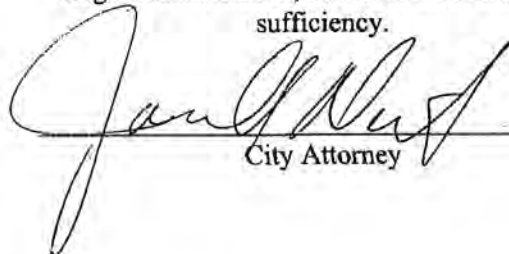
for

CITY OF ST. PETE BEACH



Mayor

I attest to the covenants of Section 2.02, entitled
Legal Authorization, and as to form and legal
sufficiency.



City Attorney



for

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**



Secretary

NOV 01 2001

Date

**CLEAN WATER STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT CS12069612P
CITY OF ST. PETE BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ST. PETE BEACH, FLORIDA, (Local Government) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number CS12069612P, authorizing a Loan amount of \$283,735, excluding Capitalized Interest; and

WHEREAS, the Local Government is entitled to additional financing for Construction Related Costs in the amount of \$208,814, excluding Capitalized Interest; and

WHEREAS, revised provisions for audit and monitoring along with related changes to the Project schedule are needed; and

WHEREAS, an interest rate and a Grant Allocation Assessment rate are to be established for the additional financing amount awarded in this amendment; and

WHEREAS, a Loan Service Fee shall be paid by the Local Government for the additional financing provided by this amendment; and

WHEREAS, the Project costs, Loan repayment schedule, Project schedule, certain definitions, and other provisions of the Agreement need revision and several provisions need to be added to address financing of Construction Related Costs.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 1.01(17) of the Agreement is revised as follows:

(17) "Project" shall mean the works financed by this amendment consisting of furnishing all labor, materials, and equipment to construct the utility relocations in accordance with the plans and specifications accepted by the Department for the contract entitled Sanitary Sewer and Reclaimed Water Utility Relocations.

The Project is in agreement with the Planning Document for the City of St. Pete Beach, accepted effective October 9, 2001. Approval of this Project is provided by the Florida Categorical Exclusion Notification dated July 20, 2001.

2. Subsections 2.01(10) and 2.01(11) of the Agreement are deleted and replaced by Section 2.03
AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

- 1) The financial assistance authorized pursuant to this Loan Agreement consists of following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-010	EPA	66.458	Capitalization Grants for State Revolving Funds	\$492,549	140131

- 2) Audits.

(a) In the event that the Local Government expends \$300,000 or more in Federal awards in its fiscal year, the Local Government must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Subsection 2.03(1) of this Agreement indicates that Federal funds are awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(c) If the Local Government expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Local Government expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

- 3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Government directly to each of the following:

- (i) The Department of Environmental Protection at each of the following addresses:

Don W. Berryhill, P.E., Chief
Bureau of Water Facilities Funding
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

Joe Aita, Audit Director
Office of the Inspector General
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 40
Tallahassee, Florida 32399-2400

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

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

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

(b) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Local Government shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the two addresses listed under Subsection 2.03(3)(a) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Local Government shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Local Government shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-503, Florida

Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

5) Record Retention.

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

6) Monitoring.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

3. Section 4.01 PROJECT CHANGES is revised to add the following:

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department. Any change order which increases the contract amount by more than one hundred thousand dollars (\$100,000) or which alters the approved Project scope or which involves a procurement method that is not consistent with the approved method or which involves deletion or substantive modification of any requirement of Chapter 62.503, Florida Administrative Code, requires an eligibility determination by the Department. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4. The following two sections are added to the Agreement:

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

5. Section 4.08 LOAN DISBURSEMENTS is revised to add the following:

Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

- (1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.
- (2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.
- (3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.
- (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

6. The following article is added to the Agreement:

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certified copy of the Local Government's tentative award resolution.
- (4) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit contractor insurance certifications and notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Water and Sewer Systems (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies

licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Revenue Producing Facilities of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

7. Additional financing in the amount of \$208,814, excluding Capitalized Interest, is hereby awarded to the Local Government.
8. A combined rate of interest and Grant Allocation Assessment of 3.05 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 1.525 percent per annum and the Grant Allocation Assessment rate is 1.525 percent per annum.
9. The estimated principal amount of the Loan is hereby revised to \$503,449, which consists of \$492,549 authorized for disbursement to the Local Government and \$10,900 of Capitalized Interest. This total consists of the following:
 - (a) \$291,835, including \$283,735 authorized for disbursement to the Local Government and \$8,100 of Capitalized Interest, at a combined rate of interest and Grant Allocation Assessment of 3.05 percent per annum (the interest rate is 1.525 percent per annum and the Grant Allocation Assessment rate is 1.525 percent per annum); and
 - (b) \$211,614, including \$208,814 authorized for disbursement to the Local Government and \$2,800 of Capitalized Interest, at a combined rate of interest and Grant Allocation Assessment of 3.05 percent per annum (the interest rate is 1.525 percent per annum and the Grant Allocation Assessment rate is 1.525 percent per annum).
10. An additional Loan Service Fee in the amount of \$4,055, for a total of \$9,564, is hereby assessed. The fee represents two percent of the Loan amount excluding the Loan Repayment Reserve and Capitalized Interest amounts; that is, two percent of \$478,203. Estimated Loan Service Fee capitalized interest for the fee amount assessed to date is \$430.
11. Section 10.05 REPAYMENT SCHEDULE is revised as follows:

The Semiannual Loan Payment amount shall be in the amount of \$17,242. Such payments shall be received by the Department beginning on March 15, 2004, and semiannually thereafter on September 15 and March 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$513,443, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

12. Section 10.06 PROJECT RELATED COSTS is revised as follows:

The Local Government and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. An additional Loan Repayment Reserve Account amount will be required for any additional financing provided by amendment to the Agreement. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Government's Project audit or a Department audit.

Funds disbursed in accordance with this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made first from the original Loan amount until that amount has been disbursed. The combined rate of interest and Grant Allocation Assessment established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amounts. The combined rate of interest and Grant Allocation Assessment established for any additional increment of Loan funds shall be used to determine the Capitalized Interest and repayment amounts associated with the funds disbursed from that increment.

Estimated costs are as follows:

CATEGORY	COST(\$)
Administrative Allowance	12,000
Planning Allowance	81,444
Engineering Allowance	86,955
Construction and Demolition	850,277
Contingencies	85,030
Technical Services After Bid Opening	224,095
Less costs paid by DOT	(161,598)
Less costs paid by the City	(700,000)
SUBTOTAL	478,203
Loan Repayment Reserve	14,346
SUBTOTAL (Disbursable Amount)	492,549
Capitalized Interest	10,900
TOTAL (Loan Principal Amount)	503,449

The administrative and engineering allowances have been adjusted to reflect lower estimated Construction Related Costs. The planning allowance is not adjusted for such changes in Construction Related Costs.

Loan proceeds for deposit in the Loan Repayment Reserve represent three percent of the Loan amount excluding the Loan Repayment Reserve and Capitalized Interest amounts; that is, three percent of \$478,203 is \$14,346 for the Loan amount authorized to date.

13. Subsections 10.07 (5), (6), and (7) of the schedule are deleted and replaced and additional subsections are added as follows:
 - (5) Initiation of Project construction is scheduled for January 15, 2002..
 - (6) Completion of Project construction is scheduled for September 15, 2003.
 - (7) The Loan Repayment Reserve Account shall be established and \$14,346 shall be deposited no later than September 15, 2003.
 - (8) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than September 15, 2003.
 - (9) The initial annual certification required under Subsection 2.01(12) of this Agreement shall be due December 15, 2003. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.
 - (10) The first Semiannual Loan Payment in the amount of \$17,242 shall be due March 15, 2004.
14. All other terms and provisions of the Loan Agreement shall remain in effect.

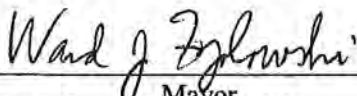
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement CS12069612P shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary of the Department and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Secretary of the Department.

for

CITY OF ST. PETE BEACH



Mayor
Ward J. Friszolowski

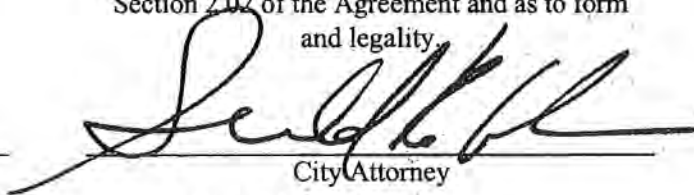
I attest that this amendment complies with
Section 2.02 of the Agreement and as to form
and legality.

Attest



City Clerk

Theresa B. McMaster



City Attorney

Gerald Colen

for

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**



Secretary

OCT 04 2002

Date

Project # 6960 Grantee ST. PETE BEACH Step
File Folder AGREEMENT - LSP

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT CS12069612P
CITY OF ST. PETE BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ST. PETE BEACH, FLORIDA, (Local Government) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number CS12069612P, as amended, authorizing a Loan amount of \$492,549, excluding Capitalized Interest; and

WHEREAS, the Loan Amount and Project costs need adjustment to reflect actual costs; and

WHEREAS, the Loan Repayment Reserve Account is no longer required; and

WHEREAS, the semiannual Loan Payment amount needs revision to reflect adjustment of project costs and the one semiannual Loan Payment received by the Department from the Local Government.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Loan amount is hereby reduced by \$217,078, and the adjusted total disbursed amount for this loan is \$275,471.

2. The Loan Service Fee of \$9,564 was paid in full by the City in the March 15, 2004 payment. This amount represents the Service Fee established in Amendment 1. Capitalized interest on the Loan Service Fee was \$436.11 for a total service fee charge of \$10,000.11.

3. The total amount to repay by the Local Government is \$297,004.14, which consists of \$275,471.00 disbursed to the Local Government, \$11,533.03 of accrued Capitalized Interest and \$10,000.11 of service fee charges.

4. The total amount remaining to repay on the Loan is \$284,291.47, which amount accounts for the Department's receipt of one semiannual Loan Payment and consists of the unpaid principal of the original loan at a combined rate of interest and Grant Allocation Assessment of 3.05 percent per annum (the interest rate is 1.525 percent per annum, and the Grant Allocation Assessment rate is 1.525 percent per annum).

5. The semiannual Loan Payment amount, adjusted to account for the one repayment received to date, is hereby revised and shall be in the amount of \$9,724.72. Such payments shall be received by the Department on September 15, 2004 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid.

6. Subsection 2.03(1) AUDIT AND MONITORING REQUIREMENTS is updated as follows.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The Local Government agrees to the following audit and monitoring requirements.

- (1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-030	EPA	66.458	Capitalization Grants for State Revolving Funds	\$275,471	140131

7. The requirement for a Loan Repayment Reserve Account is deleted. All references in the Agreement to the Loan Repayment Reserve are no longer applicable.

8. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of the Local Government's Project audit or a Department audit pursuant to Chapter 62-503 of the Florida Administrative Code. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	DISBURSED (\$)
Administrative Allowance	12,000.00
Planning Allowance	81,444.00
Engineering Allowance	36,141.00
Construction and Demolition	145,886.00
SUBTOTAL (Total Disbursed)	275,471.00
Capitalized Interest	11,533.03
TOTAL (Loan Principal Amount)	287,004.03

All other terms and provisions of the Loan Agreement shall remain in effect.

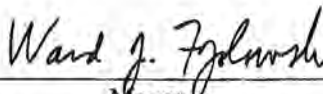
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement CS12069612P shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary of the Department, and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Secretary of the Department.

for

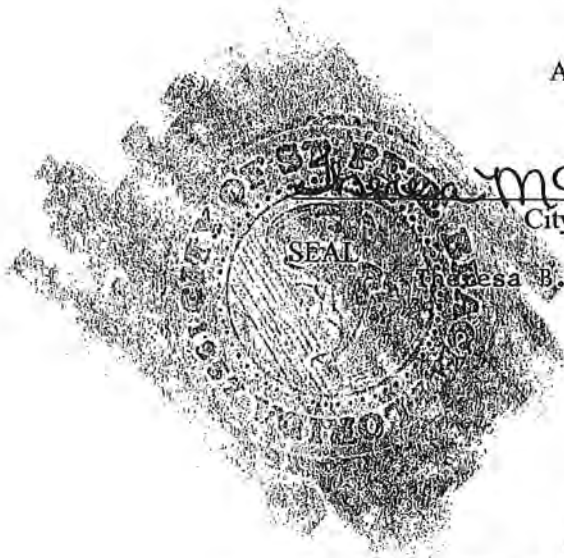
CITY OF ST. PETE BEACH

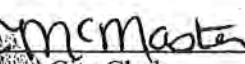


Mayor

Ward J. Friszolowski

Attest




City Clerk

Theresa B. McMaster

for

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**


Secretary

JUN 16 2004

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF ST. PETE BEACH, FLORIDA

**CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT
WW69613P**

Florida Department of Environmental Protection
Bureau of Water Facilities Funding
Twin Towers Office Building
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

<u>CONTENTS</u>	<u>PAGE</u>
ARTICLE I - DEFINITIONS	1
1.01. WORDS AND TERMS.	1
1.02. CORRELATIVE WORDS.	3
ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS	3
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.	3
2.02. LEGAL AUTHORIZATION.	4
2.03. AUDIT AND MONITORING REQUIREMENTS.	5
ARTICLE III - LOAN REPAYMENT ACCOUNT	7
3.01. LOAN DEBT SERVICE ACCOUNT.	7
3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.	8
3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.	8
3.04. ASSETS HELD IN TRUST.	8
ARTICLE IV - PROGRAM INFORMATION	8
4.01. PROJECT CHANGES.	8
4.02. TITLE TO PROJECT SITE.	8
4.03. RESERVED.	8
4.04. RESERVED.	8
4.05. PROHIBITION AGAINST ENCUMBRANCES.	8
4.06. COMPLETION MONEYS.	9
4.07. CLOSE-OUT.	9
4.08. LOAN DISBURSEMENTS.	9
ARTICLE V - RATES AND USE OF THE SEWER SYSTEM	10
5.01. RATE COVERAGE.	10
5.02. NO FREE SERVICE.	10
5.03. MANDATORY CONNECTIONS.	10
5.04. NO COMPETING SERVICE.	10
5.05. MAINTENANCE OF THE SEWER SYSTEM.	10
5.06. ADDITIONS AND MODIFICATIONS.	10
5.07. COLLECTION OF REVENUES.	10
ARTICLE VI - DEFAULTS AND REMEDIES	11
6.01. EVENTS OF DEFAULT.	11
6.02. REMEDIES.	11
6.03. DELAY AND WAIVER.	12
ARTICLE VII - THE PLEDGED REVENUES	12
7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.	12
7.02. ADDITIONAL DEBT OBLIGATIONS.	13
ARTICLE VIII - GENERAL PROVISIONS	13
8.01. DISCHARGE OF OBLIGATIONS.	13
8.02. RECORDS AND STATEMENTS.	13

CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

<u>CONTENTS</u>	<u>PAGE</u>
8.03. ACCESS TO WORK SITE.	13
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.	14
8.05. AMENDMENT OF AGREEMENT.	14
8.06. ANNULMENT OF AGREEMENT.	14
8.07. SEVERABILITY CLAUSE.	14
ARTICLE IX - RESERVED	14
ARTICLE X - DETAILS OF FINANCING	14
10.01. PRINCIPAL AMOUNT OF LOAN.	14
10.02. LOAN SERVICE FEE.	14
10.03. FINANCING RATE.	15
10.04. LOAN TERM.	15
10.05. REPAYMENT SCHEDULE.	15
10.06. PROJECT RELATED COSTS.	15
10.07. SCHEDULE.	16
ARTICLE XI - EXECUTION OF AGREEMENT	17

CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT
WW69613P

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ST. PETE BEACH, FLORIDA, (Local Government) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Section 403.1835, Florida Statutes, the Department is authorized to make loans to local governmental agencies to finance the planning, design, and construction of wastewater pollution control facilities; and

WHEREAS, the Local Government has made application for the financing of Preconstruction Activities, and the Department has determined that all requirements for a loan have been met.

NOW, THEREFORE, in consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this agreement.
- (2) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) "Construction Related Costs" shall mean costs for Project construction, equipment, materials, demolition, contingency, legal and technical services incurred after construction bid opening, and Capitalized Interest associated with the foregoing costs.
- (5) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.
- (6) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.
- (7) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use

Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(8) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Sewer System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Sewer System.

(9) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(10) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(11) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(12) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(13) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(14) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Sewer System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(15) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Sewer System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior obligations issued pursuant to Section 7.02 of this Agreement.

(16) "Preconstruction Activities" shall mean the planning, administrative, and engineering work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(17) "Project" shall mean the construction of facilities planned and designed through the Preconstruction Activities.

(18) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals. It is comprised of principal, and as applicable, interest and Grant Allocation Assessment computed using the interest rate and Grant Allocation Assessment rate, respectively. In addition, the Loan Service Fee and all of the associated interest are deducted from the first two payments.

(19) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

- (1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.
- (2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.
- (3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.
- (4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.
- (5) The Local Government shall undertake Preconstruction Activities and the Project on its own responsibility, to the extent permitted by law.
- (6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or in its operation of Project facilities.
- (7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action as is necessary for compliance.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Sewer System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Sewer System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available funds, or requiring the Local Government to levy or appropriate ad valorem tax revenues, or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available funds.

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Local Government's Authorized Representative or its chief financial officer shall submit, no later than the date established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy, on a pro rata basis, the rate coverage requirement; (b) the Loan Debt Service Account contains the funds required; and (c) insurance, including that issued through the National Flood Insurance Program authorized under 42 U.S.C. secs. 4001-4128 when applicable, is in effect for the facilities generating the Pledged Revenues, and adequately covers the customary risks to the extent that such insurance is available.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Local Government agrees to complete the Preconstruction Activities and, if included by an amendment to this Agreement, the Project, in accordance with the Preconstruction Activities schedule set forth in Section 10.07 and a Project schedule added by amendment to this Agreement. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Local Government covenants that this Agreement is entered into for the purpose of completing planning, engineering, and administrative activities in order to construct facilities which will, in all events, serve a public purpose.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-030	EPA	66.458	Capitalization Grants for State Revolving Funds	\$318,197	140131

(2) Audits.

(a) In the event that the Local Government expends \$300,000 or more in Federal awards in its fiscal year, the Local Government must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Subsection 2.03(1) of this Agreement indicates that Federal funds are awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(c) If the Local Government expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Local Government expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Government directly to each of the following:

- (i) The Department at each of the following addresses:

Don W. Berryhill, P.E., Chief
Bureau of Water Facilities Funding
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

Joe Aita, Audit Director
Office of the Inspector General
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 40
Tallahassee, Florida 32399-2400

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

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

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

(b) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Local Government shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the two addresses listed under Subsection 2.03(3)(a) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs the Local Government shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Local Government shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-503, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

However, notwithstanding the preceding paragraph, a Project-specific audit shall not be required if the only disbursements of Loan proceeds under this Agreement, including amendments thereto, are for the administrative, planning, and engineering allowances.

(5) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Comptroller, or Auditor General access to such records upon request. The Local Government shall ensure that audit working papers are made available to the Department, or its designee, Comptroller, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth in Section 10.07 unless the date is revised by amendment of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROGRAM INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

4.02. TITLE TO PROJECT SITE.

No later than the date established by Section 10.07, the Local Government shall have an interest in real property sufficient for the construction and location of any facility planned and designed through Preconstruction Activities free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. If a limited site title certification is accepted at that date, the Department shall establish a date for submittal of a clear site title certification in an amendment or new agreement which provides financing for construction of affected facilities.

4.03. RESERVED.

4.04. RESERVED.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

The Department covenants that the initial State Revolving Fund loan increment to finance Construction Related Costs will be made available to the Local Government at no greater than the Financing Rate set forth in Section 10.03 provided the Local Government complies with the schedule in Section 10.07, requests and obtains a ranking of the Construction Related Costs on the fundable portion of the Department's construction loan priority list, and submits a complete Loan Application. If all Preconstruction Activities are not completed by the date specified in Section 10.07(5) due to any failing of the Local Government, then the commitment to provide the initial loan increment for Construction Related Costs at no greater than the Financing Rate specified in Section 10.03 shall be terminated.

In addition to the proceeds of this or subsequent loans, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Preconstruction Activities. The Local Government also covenants that if additional Loan financing is provided for Construction Related Costs by amendment of this Agreement, it will obtain sufficient moneys from other sources as necessary to complete the Project.

4.07. CLOSE-OUT.

The Department may conduct a final inspection of the Preconstruction Activities records, or if this Agreement is amended to fund Construction Related Costs, the Department shall conduct a final inspection of the Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final allowances and costs to be financed by the Loan, the itemized amounts may be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved allowances and costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the State Comptroller and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Local Government for planning, engineering, and administration allowances.

Requests by the Local Government for disbursements of the preconstruction funds shall be made using the Department's disbursement request form but shall not require documentation of actual costs incurred. One-half of the administrative and planning allowances shall be disbursed on request of the Local Government after the Loan Agreement is executed. The remaining one-half of the administrative and planning allowances and the initial one-half of the engineering allowance shall be disbursed on request of the Local Government after the Department has accepted the planning documents. The remaining one-half of the engineering allowance shall be disbursed on request of the Local Government after the completed design documents have been accepted by the Department. Disbursements for Construction Related Costs shall occur only as a result of an amendment to this Agreement. The following allowance amounts will be disbursed after the specified milestone events unless the allowances are reduced pursuant to Section 10.06:

Milestone Event	Amount
Loan Agreement executed	\$ 59,662
Department acceptance of planning documents	159,099
Department acceptance of design documents	99,436
Total	\$ 318,197

ARTICLE V - RATES AND USE OF THE SEWER SYSTEM

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Sewer System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the coverage requirements of all senior and parity debt obligations.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Sewer System without making a charge therefor based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Sewer System so as to materially and adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE SEWER SYSTEM.

The Local Government shall operate and maintain the Sewer System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Sewer System which it deems desirable and which do not materially reduce the operational integrity of any part of the Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Sewer System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Sewer System for the amount

of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Sewer System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Sewer System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and (7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Failure of the Local Government to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon an event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Sewer System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Sewer System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Sewer System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Comptroller delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon an event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged Revenues in favor of the Department if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged

Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent shall be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Sewer System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If, at any time, the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.03(4), is issued.

8.03. ACCESS TO WORK SITE.

The Local Government shall provide access to offices and other sites where Preconstruction Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. A final amendment establishing the final allowances and costs financed by this Loan shall be completed after the Department's final inspection of relevant documents and records.

8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Local Government has not drawn any of the Loan proceeds within eighteen months after the effective date of this Agreement. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Local Government.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

ARTICLE IX - RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The principal amount of the Loan is \$323,797, which includes \$318,197 to be disbursed to the Local Government and \$5,600 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$6,364 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$318,197. An additional Loan Service Fee amount will be assessed for any additional funding provided by amendment to the Agreement. The fee shall be adjusted downward if adjustment of Project costs results in a Loan decrease, provided that the decrease amendment is executed before the first Semiannual Loan Payment due date.

Interest shall accrue on the Loan Service Fee at the Financing Rate, or rates, set for the Loan until the fee is paid. Loan Service Fee interest shall be compounded annually from the effective date of the Loan until six months before the first Semiannual Loan Payment is due at which time it is capitalized. The estimated Loan Service Fee capitalized interest is \$230.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 2.71 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 1.355 percent per annum and the Grant Allocation Assessment rate is 1.355 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before July 1, 2004, the Financing Rate may be adjusted. A new Financing Rate may be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan shall be repaid in 40 Semiannual Loan Payments.

10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the Loan Service Fee and Loan Service Fee capitalized interest and the principle of level debt service. The Department will deduct the Loan Service Fee and all associated interest from the first two payments. The Loan principal and Semiannual Loan Payment amounts may be revised by amendment of the Agreement. After the final disbursement of Loan proceeds, the Loan principal will be adjusted to reflect the actual dates and amounts of disbursements. Accordingly, the Semiannual Loan Payment amount shall be adjusted, taking into consideration any previous payments.

Until the principal amount of the Loan is amended, the Semiannual Loan Payment shall be in the amount of \$10,754. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) shall also be computed on the unpaid balance of the Loan Service Fee and Loan Service Fee capitalized interest. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on March 15, 2006, and semiannually thereafter on September 15 and March 15 of each year until all amounts due have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$330,391, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

10.06. PROJECT RELATED COSTS.

The Local Government and the Department acknowledge that actual Project costs and Preconstruction Activities allowances have not been determined as of the effective date of this Agreement. An adjustment to Preconstruction Activities allowances may be made due to a reduction in the scope of work proposed for construction or based on construction contract bid prices. Failure to achieve Department acceptance of plans and specifications prior to the date specified in Section 10.07

may cause adjustment of the Preconstruction Activities allowances. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final allowance amounts, and Project costs if financed by this Loan, shall be established in the final amendment. Changes in Preconstruction Activities allowances or Project costs may also occur as a result of the Local Government's audit or the Department's audit.

The Local Government agrees to the following estimates of Preconstruction Activities allowances and related costs:

Administrative Allowance	\$	15,910
Planning Allowance	\$	103,414
Engineering Allowance	\$	198,873
Subtotal (Disbursable Amount)	\$	318,197
Capitalized Interest	\$	5,600
TOTAL (Loan Principal Amount)	\$	323,797

The listed allowances are based on estimated Construction Related Costs of \$2,651,642, which excludes Capitalized Interest.

10.07. SCHEDULE.

All Preconstruction Activities shall be completed no later than the completion of all Preconstruction Activities date set forth below to preserve the Department's commitment to provide the initial State Revolving Fund loan increment for Construction Related Costs at no greater than the Financing Rate specified in Section 10.03. Planning activities shall be completed in time to enable the Department to accept the planning documents as scheduled in Subsection (1) below.

(1) Acceptance of the planning documents by the Department (Design Authorization) no later than September 15, 2004.

(2) Design of all Project facilities proposed for loan funding no later than December 15, 2004.

(3) Certification of availability of all sites for facilities proposed for loan funding no later than December 15, 2004.

(4) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than February 15, 2005.

(5) Completion of all Preconstruction Activities for all Project facilities proposed for loan funding no later than March 15, 2005.

(6) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than September 15, 2005.

(7) Unless deferred by amendment, provide certifications under Subsection 2.01(10) beginning December 15, 2005, and annually thereafter no later than September 30 of each year until the final Semiannual Loan Payment is made.

(8) Unless this Agreement is amended to provide construction financing, the first Semiannual Loan Payment in the amount of \$10,754 shall be due March 15, 2006.

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW69613P shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary of the Department and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Secretary of the Department.

for

CITY OF ST. PETE BEACH

Ward J. Fylkowski

Mayor



I attest to the opinion expressed in Section 2.02,
entitled Legal Authorization, and as to form and
legal sufficiency.

[Signature]

City Attorney

for

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

[Signature]

Secretary

MAY 14 2004

Date

**CLEAN WATER STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW69613P
CITY OF ST. PETE BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ST. PETE BEACH, FLORIDA, (Local Government) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW69613P, authorizing a Loan amount of \$318,197, excluding Capitalized Interest; and

WHEREAS, the Local Government is entitled to additional financing for Construction Related Costs in the amount of \$3,311,949, excluding Capitalized Interest; and

WHEREAS, an interest rate and a Grant Allocation Assessment rate are to be established for the additional financing amount awarded in this amendment; and

WHEREAS, a Loan Service Fee must be assessed for the additional financing; and

WHEREAS, the Project costs, Loan repayment schedule, Project schedule, certain definitions, and other provisions of the Agreement need revision and several provisions need to be added to address financing of Construction Related Costs; and

WHEREAS, revised auditing and monitoring provisions are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 1.01(17) of the Agreement is revised as follows:

(17) "Project" shall mean the works financed by this amendment consisting of furnishing all labor, materials, and equipment to construct the transmission facilities in accordance with the plans and specifications accepted by the Department for the contract entitled "Master Pump Station Replacement".

The Project is in agreement with the planning documentation accepted by the Department effective March 23, 2005. Approval of this Project is provided by the Florida Categorical Exclusion Notice dated July 2, 2004.

2. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

- (1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-050	EPA	66.458	Capitalization Grants for State Revolving Funds	\$3,630,146	140131

3. Section 4.01 PROJECT CHANGES is revised to add the following:

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4. The following two sections are added to the Agreement:

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

5. Section 4.08 LOAN DISBURSEMENTS is revised to add the following:

Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

6. The following article is added to the Agreement:

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certified copy of the Local Government's tentative award resolution.
- (4) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit contractor insurance certifications and notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Water and Sewer Systems (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Revenue Producing Facilities of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

7. Additional financing in the amount of \$3,311,949, excluding Capitalized Interest, is hereby awarded to the Local Government.
8. A combined rate of interest and Grant Allocation Assessment of 2.60 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 1.30 percent per annum and the Grant Allocation Assessment rate is 1.30 percent per annum. However, if this amendment is not executed by the Local Government and returned to the Department before October 1, 2005, the interest and Grant Allocation Assessment rates may be adjusted.
9. The estimated principal amount of the Loan is hereby revised to \$3,686,946, which consists of \$3,630,146 authorized for disbursement to the Local Government and \$56,800 of Capitalized Interest. This total consists of the following:

- (a) \$328,297, including \$318,197 authorized for disbursement to the Local Government and \$10,100 of Capitalized Interest, at a combined rate of interest and Grant Allocation Assessment of 2.71 percent per annum (the interest rate is 1.355 percent per annum and the Grant Allocation Assessment rate is 1.355 percent per annum); and
- (b) \$3,358,649, including \$3,311,949 authorized for disbursement to the Local Government and \$46,700 of Capitalized Interest, at a combined rate of interest and Grant Allocation Assessment of 2.60 percent per annum (the interest rate is 1.30 percent per annum and the Grant Allocation Assessment rate is 1.30 percent per annum).
10. An additional Loan Service Fee in the amount of \$66,239, for a total of \$72,603, is hereby assessed. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$3,630,146. Estimated Loan Service Fee capitalized interest for the fee amount assessed to date is \$2,280.
11. Section 10.05 REPAYMENT SCHEDULE is revised as follows:
- The Semiannual Loan Payment amount shall be \$121,314. Such payments shall be received by the Department beginning on March 15, 2007, and semiannually thereafter on September 15 and March 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.
- The Semiannual Loan Payment amount is based on the total amount owed of \$3,761,829, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.
12. Section 10.06 PROJECT RELATED COSTS is revised as follows:
- The Local Government and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Government's Project audit or a Department audit.
- Funds disbursed in accordance with this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made first from the original Loan amount until that amount has been disbursed. The combined rate of interest and Grant Allocation Assessment established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amounts. The combined rate of interest and Grant Allocation Assessment established for any additional increment of Loan funds shall be used to determine the Capitalized Interest and repayment amounts associated with the funds disbursed from that increment.

Estimated costs are as follows:

CATEGORY	COST(\$)
Administrative Allowance	19,447
Planning Allowance	126,407
Engineering Allowance	243,090
Construction and Demolition	2,778,365
Contingencies	277,837
Technical Services After Bid Opening	185,000
SUBTOTAL (Disbursable Amount)	3,630,146
Capitalized Interest	56,800
TOTAL (Loan Principal Amount)	3,686,946

The administrative and engineering allowances have been adjusted to reflect higher estimated Construction Related Costs. The planning allowance is not adjusted for such changes in Construction Related Costs.

13. Subsections 10.07 (5), (6), (7), and (8) of the schedule are deleted and replaced as follows:
- (5) Completion of Project construction is scheduled for September 15, 2006.
 - (6) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than September 15, 2006.
 - (7) The initial annual certification required under Subsection 2.01(10) of the Agreement shall be due December 15, 2006. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.
 - (8) The first Semiannual Loan Payment in the amount of \$121,314 shall be due March 15, 2007.
14. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement WW69613P shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary of the Department and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Secretary of the Department.

for

CITY OF ST. PETE BEACH

Ward J. Zylow

Mayor

I attest that this amendment complies with
Section 2.02 of the Agreement and as to form
and legality

Attest
Sharon M. Master

City Clerk
SEAL

[Signature]

City Attorney

for

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

[Signature]

Secretary

AUG 03 2005

Date

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW69613P
CITY OF ST. PETE BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ST. PETE BEACH, FLORIDA, (Local Government) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW69613P, as amended, authorizing a Loan amount of \$3,630,146, excluding Capitalized Interest; and

WHEREAS, the Loan Amount and Project costs need adjustment to reflect actual costs; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect adjustment of Project costs and the eleven Semiannual Loan Payments received by the Department from the Local Government; and

WHEREAS, revised provisions for audit and monitoring are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Loan amount is hereby reduced by \$114,217, and the adjusted total disbursed amount for this loan is \$3,515,929.
2. The Loan Service Fee of \$72,603.00 was paid in full by the City in the March 15, 2007 payment. This amount represents the Service Fee established in Amendment 1. Capitalized interest on the Loan Service Fee was \$2,341.79 for a total service fee charge of \$74,944.79.
3. The total amount to repay by the Local Government is \$3,601,915.78, which consists of \$3,515,929.00 disbursed to the Local Government, \$11,041.99 of accrued Capitalized Interest and \$74,944.79 of service fee charges.
4. The total amount remaining to repay on the Loan is \$2,666,964.73, which amount accounts for the Department's receipt of eleven Semiannual Loan Payments and consists of the following:
 - (a) The unpaid principal of the original loan of \$243,108.22 at a combined rate of interest and Grant Allocation Assessment of 2.71 percent per annum (the interest rate is 1.355 percent per annum, and the Grant Allocation Assessment rate is 1.355 percent per annum).
 - (b) Amendment 1 unpaid principal of \$2,423,856.51 at a combined rate of interest and Grant Allocation Assessment of 2.60 percent per annum (the interest rate is 1.30 percent per annum, and the Grant Allocation Assessment rate is 1.30 percent per annum).

5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$111,053.35. Such payments shall be received by the Department on September 15, 2012 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid.

6. Subsections 2.03(1), (3)(a)(i), and (5) of the Agreement are hereby deleted and replaced as follows:

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-050	EPA	66.458	Capitalization Grants for State Revolving Funds	\$3,515,929	140131

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Government directly to each of the following:

- (i) The Department at the following address:
Valerie Peacock, Audit Director
Office of the Inspector General
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 41
Tallahassee, Florida 32399-3123

(5) Record Retention.

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

The Local Government is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this

Agreement. For federal financial assistance, the Local Government shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section _____.210 for determining whether the relationship represents that of a subrecipient or vendor.

The Local Government should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

7. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of the Local Government's Project audit or a Department audit pursuant to Chapter 62-503 of the Florida Administrative Code. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	DISBURSED (\$)
Administrative Allowance	18,479.00
Planning Allowance	103,414.00
Engineering Allowance	230,989.00
Construction and Demolition	3,080,943.00
Technical Services During Construction	82,104.00
SUBTOTAL (Total Disbursed)	3,515,929.00
Capitalized Interest	11,041.99
TOTAL (Loan Principal Amount)	3,526,970.99

8. The Project-specific audit required under Subsection 2.03(4) of the Agreement shall be submitted within twelve months after the effective date of this amendment.

9. All other terms and provisions of the Loan Agreement shall remain in effect.

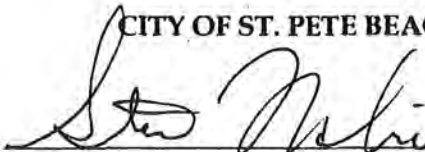
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement WW69613P shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Deputy Division Director, and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Deputy Director.

for

CITY OF ST. PETE BEACH


Mayor

Attest:


City Clerk

Attest as to form and legality:


City Attorney

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION


Deputy Director
Division of Water Resource Management

APR 30 2012

Date



Lessee
City of St. Petersburg Beach, FL

Vendor
Southern Sewer Equipment Sales

Proposal Date: October 30, 2015
Equipment Description: 1- Vac-Con Vacuum Truck with a Freightliner Chassis
Commencement Date: November 15, 2015

Option 1
Equipment Cost: \$356,843.25
Lessee Down Payment:
Amount Financed: \$356,843.25
Lease Term: 5 Years
First Payment Date: 11/15/2016
Payment Frequency: Annual
Lease Rate: 2.66%
Payment Amount: \$77,165.22
Payment Factor: 0.21624

The information contained in this lease quote is privileged and confidential.
Any communication of this information in whole or in part is prohibited.

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten (10) years have a one time rate adjustment after ten years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Financing provided by: **Leasing 2, Inc.**

Contact: **Rick Carney**

Phone: 800-287-5155 x16

rcarney@leasing2.com

Date: **October 30, 2015**

www.leasing2.com



l e a s i n g 2



REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: October 30, 2015

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: 11-17-2015

City of St. Petersburg Beach, FL

Name of Lessee

[Signature]
Authorized Signature

11-17-2015
Date

Wayne Saunders
Printed Name Of Authorized Signature

City Manager
Title

Same
Contact Name (If Different Than
Authorized Signature)

727-363-9232
Contact Phone

wsaunders@stpetebeach.org
Contact E-Mail Address

Last month of your budget year? September

Please complete the above information and **fax or email** all pages of the proposal to
813-258-9333 / rcarney@leasing2.com

**** Important: A Resolution will be required with the lease contract ****

**In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.**

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city .

This is a new legal requirement.

119.0701 Contracts; public records.—

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

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

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

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

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

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

3/12/14



TAMPA TRUCK CENTER

7528 U.S. Hwy. 301 N.

Tampa, Fl. 33637

Ph.: 813-262-0890

Fax: 813-262-0983

10/29/2015

To: Mr. John Kretzer, City of St Pete Beach
Subject: Purchase of New 2017 Freightliner Sewer/Vac Chassis
Reference: State of Florida Term Contract 070-700-11-1

Mr. Kretzer,

Thank you for your interest in our product. Here's the breakdown of your quote using the Florida State Contract:

Specification #070-700-352 Freightliner M2 Cab & Chassis \$ 90,192.96

Non-Contract Options

101-2XN Engine ISL 370HP	\$ (2,263.60)
342-582 Allison 3000RDS Auto Transmission	\$ 7,964.09
400-1BB 20K Front Axle Package	\$ 1,214.44
360-013 114 Front Mount Flange Adaptor	\$ 534.47
545-670 CA 180" I.L.O. 117" CA	\$ 948.66
093-1X7 425/65R22.5 20ply Front Tires	\$ 226.98

FINAL PRICE: \$ 98,818.00

Please call if you have any questions, or need further information. I can be reached via email or by telephone. My contact information is shown below.

Sincerely,

Scott Endris
Municipal Fleet Sales
Tampa Truck Center
sendris@tampatfl.com
813-293-0866

Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

SPECIFICATION PROPOSAL

Description	
Price Level	SD PRL-14D (EFF:10/05/15)
Data Version	SPECPRO21 DATA RELEASE VER 003
Vehicle Configuration	114SD CONVENTIONAL CHASSIS 2017 MODEL YEAR SPECIFIED SET FORWARD AXLE - TRUCK STRAIGHT TRUCK PROVISION LH PRIMARY STEERING LOCATION
General Service	TRUCK CONFIGURATION DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) UTILITY/REPAIR/MAINTENANCE SERVICE GOVERNMENT BUSINESS SEGMENT LIQUID BULK COMMODITY TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS MAXIMUM 8% EXPECTED GRADE SMDOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE FREIGHTLINER LEVEL II WARRANTY EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs



Prepared for:
John Krelzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

Description	Truck Service
SEWER/INDUSTRIAL VACUUM BODY EXPECTED TRUCK BODY LENGTH : 17.0 ft EXP EMPTY BODY CG LOC FROM BODY FRT(A89) : 8.5 ft	Engine
CUM ISL 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	Electronic Parameters
72 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT PTO MODE ENGINE RPM LIMIT - 1200 RPM PTO MODE THROTTLE OVERRIDE - LIMIT TO 1400 RPM PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED PTO RPM WITH CRUISE SET SWITCH - 1200 RPM PTO RPM WITH CRUISE RESUME SWITCH - 1200 RPM PTO MODE CANCEL VEHICLE SPEED - 5 MPH PTO GOVERNOR RAMP RATE - 200 RPM PER SECOND PTO MINIMUM RPM - 700 REGEN INHIBIT SPEED THRESHOLD - 5 MPH	Engine Equipment
2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14 2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR) NO 2013 ENGINE ESCALATOR STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE (2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES	



Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

Description

BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
LH BATTERY BOX MOUNTED AS FAR AFT AS
POSSIBLE, NO GREATER THAN 60 INCHES
BACK OF CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
POSITIVE LOAD DISCONNECT WITH CAB
MOUNTED CONTROL SWITCH WITH LOCKING
PROVISION MOUNTED OUTBOARD DRIVER
SEAT
POSITIVE AND NEGATIVE POSTS FOR
JUMPSTART LOCATED ON FRAME NEXT TO
STARTER
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH B-PILLAR MOUNTED
VERTICAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND DASH MOUNTED REGENERATION
REQUEST SWITCH
10 FOOT 06 INCH (126 INCH+0/-5 INCH)
EXHAUST SYSTEM HEIGHT
RH CURVED VERTICAL TAILPIPE B-PILLAR
MOUNTED ROUTED FROM STEP
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
STANDARD DIESEL EXHAUST FLUID PUMP
MOUNTING
LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID TANK CAP
ALUMINUM AFTERTREATMENT
DEVICE/MUFFLER/TAILOPIPE SHIELD(S)
HORTON DRIVEMASTER ON/OFF FAN DRIVE
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
COMBINATION FULL FLOW/BYPASS OIL FILTER
1300 SQUARE INCH ALUMINUM RADIATOR



Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

Description

ANTIFREEZE TO -34F, OAT (NITRITE AND
SILICATE FREE) EXTENDED LIFE COOLANT
GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES
RADIATOR DRAIN VALVE
1350 ADAPTER FLANGE FOR FRONT PTO
PROVISION
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 38MT HD STARTER WITH
INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 3000 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODELS RDS, HS, MH AND
TRV
ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES
PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
MAXIMUM ENGINE SPEED FOR PTO
ENGAGEMENT 2600 RPM - ALLISON 5TH GEN
TRANSMISSIONS
TCU-MAX PTO ENGINE SPEED OPERATION NOT
CONFIGURED
TCU-MAX PTO O/P SPD ENG NOT CONFIGURE
TCU-MAXIMUM PTO OUTPUT SPEED
OPERATION NOT CONFIGURED
VEHICLE INTERFACE WIRING CONNECTOR
WITHOUT BLUNT CUTS, AT BACK OF CAB
ELECTRONIC TRANSMISSION CUSTOMER
ACCESS CONNECTOR FIREWALL MOUNTED
MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN
PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED



Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

Description

TRANSMISSION PROGNOSTICS - ENABLED 2013
WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK
TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74
DROP SINGLE FRONT AXLE
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE DRUMS
FRONT BRAKE DUST SHIELDS
SKF SCOTSEAL PLUS XL FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
STANDARD KING PIN BUSHINGS
TRW THP-60 POWER STEERING WITH RCH45
AUXILIARY GEAR
POWER STEERING PUMP
4 QUART POWER STEERING RESERVOIR
OIL/AIR POWER STEERING COOLER MOUNTED
ABOVE FRONT CLOSING CROSSMEMBER
ORGANIC SAE 80/90 FRONT AXLE LUBE

Front Suspension

20,000# FLAT LEAF FRONT SUSPENSION
GRAPHITE BRONZE BUSHINGS WITH SEALS -
FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RT-46-160 46,000# R-SERIES TANDEM REAR
AXLE
5.38 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD
AXLE HOUSING
MXL 17N MERITOR EXTENDED LUBE MAIN
DRIVELINE WITH FULL ROUND YOKES



Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

Description

MXL 17T MERITOR EXTENDED LUBE INTERAXLE
DRIVELINE WITH HALF ROUND YOKES

(1) INTERAXLE LOCK VALVE FOR TANDEM OR
TRIDEM DRIVE AXLES

BLINKING LAMP WITH EACH MODE SWITCH,
INTERAXLE UNLOCK DEFAULT WITH IGNITION
OFF

MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES

NON-ASBESTOS REAR BRAKE LINING

STANDARD BRAKE CHAMBER LOCATION

CONMET CAST IRON REAR BRAKE DRUMS

REAR BRAKE DUST SHIELDS

SKF SCOTSEAL PLUS XL REAR OIL SEALS

HALDEX GOLDSEAL LONGSTROKE HEAVY
DUTY 30/36 2-DRIVE AXLES SPRING PARKING
CHAMBERS

HALDEX AUTOMATIC REAR SLACK ADJUSTERS

ORGANIC SAE 80/90 REAR AXLE LUBE

Rear Suspension

HENDRICKSON RT463 REAR SUSPENSION @
46,000#

HENDRICKSON RT/RTE - 7.19" SADDLE

STANDARD AXLE SEATS IN AXLE CLAMP
GROUP

54 INCH AXLE SPACING

STEEL BEAMS AND BRONZE CENTER
BUSHINGS WITH BAR PIN ADJUSTABLE END
CONNECTIONS

FORE/AFT CONTROL RODS

Brake System

WABCO 4S/4M ABS WITHOUT TRACTION
CONTROL

REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES

FIBER BRAID PARKING BRAKE HOSE

STANDARD BRAKE SYSTEM VALVES

STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM

STANDARD U.S. FRONT BRAKE VALVE WITH
ABS VALVES IN RAILS WITH RH HEAT
SHIELDING

Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

Description
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER
AIR DRYER FRAME MOUNTED
STEEL AIR BRAKE RESERVOIRS MOUNTED PERPENDICULAR RH UNDER CAB AND AFT AS POSSIBLE FOR REMAINING TANKS
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD
BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)
Trailer Connections
UPGRADED CHASSIS MULTIPLEXING UNIT
Wheelbase & Frame
6700MM (264 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
1900MM (75 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 71 INCH TO 80 INCH
24 INCH INTEGRAL FRONT FRAME EXTENSION
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 180.54 in
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 177.54 in
CALC'D FRAME LENGTH - OVERALL : 390.69
CALC'D SPACE AVAILABLE FOR DECKPLATE : 180.54 in
CALCULATED FRAME SPACE LH SIDE : 110.04 in
CALCULATED FRAME SPACE RH SIDE : 148.62 in
SQUARE END OF FRAME
FRONT CLOSING CROSSMEMBER
STANDARD WEIGHT ENGINE CROSSMEMBER
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REAR MOST CROSSMEMBER
HEAVY DUTY SUSPENSION CROSSMEMBER
Chassis Equipment

Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33708
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

Description
OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203
GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME
Fuel Tanks
70 GALLON/264 LITER ALUMINUM FUEL TANK - LH
25 INCH DIAMETER FUEL TANK(S)
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
FUEL TANK(S) FORWARD
10 GALLONS ADDITIONAL FUEL
PLAIN STEP FINISH
FUEL TANK CAP(S)
ALLIANCE FUEL FILTER/WATER SEPARATOR WITH PRIMER PUMP
EQUIFLO INBOARD FUEL SYSTEM
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires
MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES
MICHELIN XDE M/S 11R22.5 16 PLY RADIAL REAR TIRES
Hubs
CONMET PRESET PLUS IRON FRONT HUBS
CONMET PRESET PLUS IRON REAR HUBS
Wheels
MAXION WHEELS 10035 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS
MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
Cab Exterior
114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
AIR CAB MOUNTS
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
3-1/2 INCH FENDER EXTENSIONS

Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

Description

LH AND RH GRAB HANDLES
STATIONARY BLACK GRILLE
BLACK HOOD MOUNTED AIR INTAKE GRILLE
FIBERGLASS HOOD
SINGLE 14 INCH ROUND HADLEY AIR HORN
UNDER LH DECK
DUAL ELECTRIC HORNS
SINGLE HORN SHIELD
DOOR LOCKS AND IGNITION SWITCH KEYED
THE SAME WITH (4) KEYS
REAR LICENSE PLATE MOUNT END OF FRAME
HALOGEN COMPOSITE HEADLAMPS WITH
BLACK BEZELS
(5) AMBER MARKER LIGHTS
DAYTIME RUNNING LIGHTS - LOW BEAM ONLY
INTEGRAL STOP/TAIL/BACKUP LIGHTS WITH 7
EXTRA FEET OF WIRE MOUNTED AT END OF
FRAME
STANDARD FRONT TURN SIGNAL LAMPS
DUAL WEST COAST MOLDED-IN COLOR
MIRRORS
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8 INCH MOLDED-IN COLOR CONVEX
MIRRORS MOUNTED UNDER PRIMARY
MIRRORS
STANDARD SIDE/REAR REFLECTORS
RH AFTERTREATMENT SYSTEM CAB ACCESS
WITH POLISHED DIAMOND PLATE COVER
63X14 INCH TINTED REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED
NON-OPERATING WING WINDOWS
MANUAL DOOR WINDOW REGULATORS
TINTED WINDSHIELD
8 LITER WINDSHIELD WASHER RESERVOIR,
CAB MOUNTED, WITHOUT FLUID LEVEL
INDICATOR

Cab Interior

OPAL GRAY VINYL INTERIOR
MOLDED PLASTIC DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION

Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

Description

FORWARD ROOF MOUNTED CONSOLE WITH
UPPER STORAGE COMPARTMENTS WITHOUT
NETTING
IN DASH STORAGE BIN
(2) CUP HOLDERS LH AND RH DASH
GRAY/CHARCOAL FLAT DASH
HEATER, DEFROSTER AND AIR CONDITIONER
STANDARD HVAC DUCTING
MAIN HVAC CONTROLS WITH RECIRCULATION
SWITCH
STANDARD HEATER PLUMBING
DENSO HEAVY DUTY AIR CONDITIONER
COMPRESSOR
BINARY CONTROL, R-134A
STANDARD INSULATION
SOLID-STATE CIRCUIT PROTECTION AND
FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM
DOME LIGHT WITH 3-WAY SWITCH ACTIVATED
BY LH AND RH DOORS
CAB DOOR LATCHES WITH MANUAL DOOR
LOCKS
(1) 12 VOLT POWER SUPPLY IN DASH
BASIC HIGH BACK AIR SUSPENSION DRIVER
SEAT WITH MECHANICAL LUMBAR AND
INTEGRATED CUSHION EXTENSION
2 MAN TOOL BOX MID BACK NON SUSPENSION
PASSENGER SEAT
DUAL DRIVER SEAT ARMRESTS, NO
PASSENGER SEAT ARMRESTS
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
VINYL WITH VINYL INSERT DRIVER SEAT
VINYL WITH VINYL INSERT PASSENGER SEAT
3 POINT DRIVER AND PASSENGER AND 2 POINT
CENTER FRONT SEAT BELT RETRACTORS
FIXED STEERING COLUMN
4-SPOKE 18 INCH (450MM) STEERING WHEEL
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
GRAY CENTER INSTRUMENT PANEL

Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

Description

ENGINE REMOTE INTERFACE WITH PARK
BRAKE INTERLOCK
BLACK GAUGE BEZELS
LOW AIR PRESSURE INDICATOR LIGHT AND
AUDIBLE ALARM
2 INCH PRIMARY AND SECONDARY AIR
PRESSURE GAUGES
INTAKE MOUNTED AIR RESTRICTION
INDICATOR WITH GRADUATIONS
ELECTRONIC CRUISE CONTROL WITH
SWITCHES IN LH SWITCH PANEL
KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28
LED WARNING LAMPS AND DATA LINKED
HEAVY DUTY ONBOARD DIAGNOSTICS
INTERFACE CONNECTOR LOCATED BELOW LH
DASH
2 INCH ELECTRIC FUEL GAUGE
ENGINE REMOTE INTERFACE WITH
INCREMENT/DECREMENT
ENGINE REMOTE INTERFACE CONNECTOR IN
ENGINE COMPARTMENT
ELECTRICAL ENGINE COOLANT TEMPERATURE
GAUGE
2 INCH TRANSMISSION OIL TEMPERATURE
GAUGE
ENGINE AND TRIP HOUR METERS INTEGRAL
WITHIN DRIVER DISPLAY
ELECTRIC ENGINE OIL PRESSURE GAUGE
AM/FM/WB RADIO WITH BLUETOOTH AND
MICROPHONE, FRONT USB PORT, FRONT AND
REAR AUXILIARY INPUTS AND J1939
DASH MOUNTED RADIO
(2) RADIO SPEAKERS IN CAB
AM/FM ANTENNA MOUNTED ON FORWARD LH
ROOF
ELECTRONIC MPH SPEEDOMETER WITH
SECONDARY KPH SCALE, WITHOUT
ODOMETER
ELECTRONIC 3000 RPM TACHOMETER
NO MPH AND/OR RPM GRAPH
IGNITION SWITCH CONTROLLED ENGINE STOP
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
DRIVER DISPLAY

Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

	Description
	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS
Design	PAINT: ONE SOLID COLOR
Color	CAB COLOR A: N6431EA WINTER WHITE ELITE SS BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT NO FUEL TANK CABINET PAINT POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) POWDER WHITE (N0008EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) NO UNDERCOAT
Certification / Compliance	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
Secondary Factory Options	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY

Prepared for:
John Kretzer
City of St Pete Beach
7581 Boca Ciega Dr
St Pete Beach, FL 33706
Phone: 727-363-9247

Prepared by:
Scott Endris
TAMPA TRUCK CENTER LLC
7528 US HWY 301 NORTH
TAMPA, FL 33637
Phone: 813-293-0866

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	132.9
Bumper to Centerline of Front Axle (BA)	49.4
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	180.5
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	177.5
Back of Cab Protrusions (Exhaust/Intake) (CP)	1.5
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	255.5
Cab Height (CH)	71.8
Wheelbase (WB)	264.0
Frame Overhang (OH)	75.0
Overall Length (OAL)	388.4
Rear Axle Spacing	54.0
Unladen Frame Height at Centerline of Rear Axle	44.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



SOUTHERN SEWER EQUIPMENT SALES

3409 Industrial 27th St. • Ft. Pierce, FL 34946

(772) 595-9171 FAX • 1-800-782-4134 • (772) 595-6940

"A Certified MBE Woman Owned Business"

Mr. John Kretzer
City of St. Pete Beach
7581 Boca Ciega Drive
St. Pete Beach, FL 33706
Via email: ops.manager@stpetebeach.org

October 22, 2015

Dear Mr. Kretzer,

*****Please note: The Florida Sheriffs Contract has separate specifications for the Sewer Cleaner Body and Chassis. This proposal does not include the cost for the chassis.***

Southern Sewer Equipment Sales is pleased to announce the opportunity for the City of St. Pete Beach to purchase a new Vac-Con Sewer Combination Cleaner Body from the Florida Sheriff's Contract No. 15-13-0904, Specification #49.

The base Vac-Con model on Specification #49 includes the following items:

New Vac-Con Sewer Combination Cleaner Model V311HN/1000

11 Yard Debris Tank

80 GPM @ 2500 PSI Water System

3 Stage Centrifugal Compressor

1000 Gallon Fresh Water Capacity

Hydraulic Rear Door Locks

Front Mounted Fixed Boom

Front Mounted Fixed Hose Reel

400' of Sewer Hose

20' Aluminum Tubes with Quick Clamps

Sanitary Nozzle, Penetrator Nozzle

Fire Extinguisher

Triangle Kit

Base Bid Price: \$166,670.00

Optional Equipment:

600' x 1" Hose Reel Capacity (\$2,461.00)

60 GPM @ 2,000 PSI Water System *No Charge*

Upgrade to 1300 Gallon Water Capacity \$5,088.00

Articulating Hose Reel (includes Hose Footage Counter) \$13,360.00

Wireless Remote \$4,400.00

Variable Flow Water System, Includes 2 Additional Nozzles \$1,192.00

Dual Engine Configuration: Gas Auxiliary Engine, Includes High Volume \$11,249.00

Hydrostatic Pump Upgrade and Auxiliary Engine Remote Oil Drain

10' Telescoping Boom Assembly with Pendant Control Station \$12,967.00

Lighting Package: Boom Mounted Flood Lights, Rear Mounted Flood Lights, Front & Rear Mounted Strobe Lights with Limb Guards, Arrowstick & Hand Held Spot Light	\$4,312.00
LED Lighting Package Upgrade: ICC LED Lights, Upgrade to LED Front & Rear Strobe Lights, Upgrade to LED Boom Mounted Flood Lights, Upgrade to LED Rear Mounted Flood Lights, Upgrade to LED Arrowstick, LED 4 Corner Strobe System – Bumper Mount	\$4,764.00
Municipal Performance Package #1: Storage Box Behind Cab, Debris Body Power Flush System, 50' Capacity Hand Gun Hose Reel, Low Water Alarm, Body Load Limit Alarm, Back Up Alarm, 2.5" Water Drain Valve, 6" Knife Valve	\$8,399.00
Back Up Camera System with Monitor	\$1,651.00
600' x 1" Sewer Hose in lieu of 400' (<i>unpublished option, includes 3.5% discount</i>)	\$779.72
John Deere 6 Cylinder Auxiliary Engine (<i>unpublished option, includes 3.5% discount</i>)	\$13,959.69
Swing Style Wear Plate (<i>unpublished option, includes 3.5% discount</i>)	\$904.21
Folding Pipe Rack, Tank Mounted Curbside (<i>unpublished option, includes 3.5% discount</i>)	\$2,543.74
400 GPM Hydraulic Pump Off System, Mounted on Rear Door (<i>unpublished option, includes 3.5% discount</i>)	\$8,246.89

Final Model After Options: V311LHAE/1300

TOTAL PRICE FOR VAC-CON BODY: \$258,025.25

The City may consider the following options:

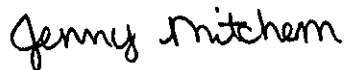
Automatic Power Guide with Electronic Footage Counter.....\$7,496.00

Upgrade to 1500 Gallon Water Capacity.....\$5,166.00

The body price includes mounting the Vac-Con body to the chassis. Please review the Florida Sheriffs Contract for chassis options. The chassis supplier should drop ship the chassis to Vac-Con in Green Cove Springs, FL. The specifications should be approved by Vac-Con before ordering the chassis.

We appreciate the opportunity to provide this equipment to the City of St. Pete Beach. Please feel free to contact Michael Fitzgerald at (772) 201-9432, if you have any questions.

Sincerely,



Jenny Mitchem
Sales Coordinator

EXHIBIT E
PAYMENT SCHEDULE

CITY: City of St. Pete Beach
LEASE AMOUNT: \$356,843.25
COMMENCEMENT DATE: 2/24/2016
INTEREST RATE: 2.66%

PAYMENT					PURCHASE
NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	PRICE*
1	2/24/2017	\$77,165.22	\$9,494.78	\$67,670.44	\$295,399.22
2	2/24/2018	\$77,165.22	\$7,894.22	\$69,471.00	\$223,931.59
3	2/24/2019	\$77,165.22	\$5,845.76	\$71,319.46	\$150,898.83
4	2/24/2020	\$77,165.22	\$3,948.11	\$73,217.11	\$76,286.64
5	2/24/2021	\$77,165.22	\$1,999.98	\$75,165.24	\$0.00
Grand Totals		\$385,626.10	\$28,982.85	\$356,843.25	

CITY: City of St. Pete Beach

By:

Wayne Saunders

Title:

City Manager

Date:

2/24/16

* After payment of Rental Payment due on such date.

Dickman Law Firm

Miami

T: (305) 758-3621

F: (305) 758-0508

Naples

T: (239) 434-0840

F: (239) 434-0940

St. Petersburg

T: (727) 527-7150

F: (727) 527-7180

September 12, 2019

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
3900 Commonwealth Blvd., Mail Station 3505
Tallahassee, Florida 32399-3000

RE: Project Number 52031 – City of St. Pete Beach, Florida; St. Pete Beach Sanitary Sewer Projects

Dear Ms. Knecht:

I am the duly appointed City Attorney for the City of St. Pete Beach. The City proposes to borrow \$10,397,615 from the State Revolving Fund for construction of wastewater treatment infrastructure. The loan will be secured by the net revenues of the City's sewer system and the pledged revenues are legally available to pledge. The City of St. Pete Beach has the legal authority to increase rates to ensure repayment of the loan.

The pledge on revenues is subject to a prior lien with the following issues:

- (1) City of St. Pete Beach, Florida, Wastewater Utility System Revenue Bond, Series 2015;
- (2) Clean Water State Revolving Fund Loan Agreement CS12069612P;
- (3) Clean Water State Revolving Fund Loan Agreement WW 69613P; and
- (4) Capital lease dated November 17, 2015.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'AD', with a stylized flourish extending to the right.

Andrew Dickman, City Attorney

ORDINANCE 2019-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION IN AN AMOUNT NOT TO EXCEED \$15 MILLION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, the Florida Administrative Code requires authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. 52031 as eligible for available funding; and

WHEREAS, the City of St. Pete Beach, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

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

Section Two. The City of St. Pete Beach, Florida, is authorized to apply for a loan to finance the Project.

Section Three. The revenues pledged for repayment of the loan are net Wastewater Fund utility operating revenues after payment of debt service on the City’s current long-term financing obligations: Wastewater Utility System Revenue Bonds, Series 2015; Clean Water State Revolving Fund Loan Agreement CS12069612P; Clean Water State Revolving Fund Loan Agreement WW69613P; and capital lease dated November 17, 2015.

Section Four. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section Five. The City Manager is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The City Manager is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The City Manager is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section Six. All Ordinances or part of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of any conflict with the Ordinance.

Section Seven. 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, unlawful, 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 of any part.

Section Eight. This Ordinance is to be liberally construed to accomplish its objectives.

Section Nine. This Ordinance shall be published in accordance with the requirements of law.

Section Ten. This Ordinance shall become effective immediately upon its passage and adoption.

* * * * *

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA

Alan Johnson, Mayor

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

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

CAPITAL FINANCING PLAN

City of St. Pete Beach

(Project Sponsor)

Vincent M. Tenaglia, Assistant City Manager

(Authorized Representative and Title)

St. Pete Beach, Florida 33706

(City, State, and Zip Code)

Vincent Tenaglia, Assistant City Manager (727) 363-9250

(Capital Financing Plan Contact, Title and Telephone Number)

155 Corey Avenue

(Mailing Address)

St. Pete Beach, FL 33706

(City, State, and Zip Code)

The Department needs to know about the financial capabilities of potential State Revolving Fund (SRF) loan applicants. Therefore, a financial capability demonstration (and certification) is required well before the evaluation of the actual loan application.

The sources of revenues being dedicated to repayment of the SRF loan are Utility operating revenues

(Note: Projects pledging utility operating revenues should attach a copy of the existing/proposed rate ordinance)

Estimate of Proposed SRF Loan Debt Service

Capital Cost*	<u>\$10,130,115</u>
Loan Service Fee (2% of capital cost)	<u>\$202,700</u>
Subtotal	<u>\$10,332,815</u>
Capitalized Interest**	<u>\$64,800</u>
Total Cost to be Amortized	<u>\$10,397,615</u>
Interest Rate***	<u>0.835%</u>
Annual Debt Service	<u>\$564,679</u>
Annual Debt Service Including Coverage Factor****	<u>\$649,381</u>

* Capital Cost = Allowance + Construction Cost (including a 10% contingency) + Technical Services after Bid Opening.

** Estimated Capitalized Interest = Subtotal times Interest Rate times construction time in years divided by two.

***20 GO Bond Rate times Affordability Index divided by 200.

**** Coverage Factor is generally 15%. However, it may be higher if other than utility operating revenues are pledged.

SCHEDULE OF PRIOR AND PARITY LIENS

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Use additional pages as necessary.

IDENTIFY EACH OBLIGATION

#1 2003 SRF Loan 69612P Coverage % 1.15 Insured (Yes/No) No			#2 2005 SRF Loan 69613P Coverage % 1.15 Insured (Yes/No) No			#3 2015 CenterState Loan Coverage % 1.25 Insured (Yes/No) No		
#4 Capital Lease Coverage % Insured (Yes/No)			#5 Coverage % Insured (Yes/No)			#6 Coverage % Insured (Yes/No)		
Fiscal Year	Annual Debt Service (Principal + Interest)						Total Non-SRF Debt Service w/coverage	Total SRF Debt Service w/coverage
	#1	#2	#3	#4	#5	#6		
2017	19,449.44	222,106.70	368,487.60	77,165.22			537,774.72	277,789.56
2018	19,449.44	222,106.70	369,492.80	77,165.22			539,031.22	277,789.56
2019	19,449.44	222,106.70	369,176.40	77,165.22			538,635.72	277,789.56
2020	19,449.44	222,106.70	368,578.60	77,165.22			537,888.47	277,789.56
2021	19,449.44	222,106.70	368,699.40	77,165.22			538,039.47	277,789.56
2022	19,449.44	222,106.70	369,498.60				461,873.25	277,789.56
2023	19,449.44	222,106.70	368,936.00				461,170.00	277,789.56
2024		222,106.70	369,051.80				461,314.75	255,422.71
2025		222,106.70	368,805.80				461,007.25	255,422.71
2026		222,106.70	369,198.00				461,497.50	255,422.61
2027			369,188.20				461,485.25	
2028			368,776.40				460,970.50	
2029			368,962.60				461,203.25	
2030			368,706.60				460,883.25	
2031			369,008.40				461,260.50	
2032			368,827.80				461,034.75	
2033			369,164.80				461,456.00	
2034			368,979.20				461,224.00	
2035			369,271.00				461,588.75	

			Attachment 6: Capital financing plan					

**SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE
FOR PLEDGED REVENUE**

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement)

	FY2017	FY2018
(a) Operating Revenues (Identify)		
Charges for Service	6,047,553	6,677,519
(b) Interest Income	44,435	70,116
(c) Other Incomes or Revenues (Identify)		
Sale of surplus equipment	0	55,685
Intergovernmental grants and miscellaneous	199,856	211,889
(d) Total Revenues	6,291,844	7,015,209
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	3,131,882	4,583,851
(f) Net Revenues (f = d – e)	3,159,962	2,431,358
(g) Debt Service (including coverage) Excluding SRF Loans	537,774.72	539,031.22
(h) Debt Service (including coverage) for Outstanding SRF Loans	277,789.56	277,789.56
(i) Net Revenues After Debt Service (i = f – g – h)	2,344,397.72	1,614,537.22

Source: City of St. Pete Beach Comprehensive Annual Financial Reports

Notes:

**SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE
FOR PLEDGED REVENUE**
(Begin with the fiscal year preceding first anticipated semiannual loan payment)

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
(a) Operating Revenues (Identify)					
Charges for service	6,537,668	7,144,945	7,645,092	8,180,248	8,180,248
(b) Interest Income	23,000	25,000	30,000	30,000	30,000
(c) Other Incomes or Revenues (Identify)					
(d) Total Revenues	6,560,668	7,169,945	7,675,092	8,210,248	8,210,248
(e) Operating Expenses ¹	4,506,348	4,606,576	4,744,773	4,887,116	5,033,730
(f) Net Revenues (f = d - e)	2,054,320	2,563,369	2,930,318	3,323,131	3,176,518
(g) Existing Debt Service on Non-SRF Projects (including coverage)	538,636	537,888	538,039	461,873	461,170
(h) Existing SRF Loan Debt Service (including coverage)	277,790	277,790	277,790	277,790	277,790
(i) Total Existing Debt Service (i = g + h)	816,425	815,678	815,829	739,663	738,960
(j) Projected Debt Service on Non-SRF Future Projects (including coverage)					
(k) Projected SRF Loan Debt Service (including coverage)		649,381	649,381	649,381	649,381
(l) Total Debt Service (Existing and Projected) (l = i + j + k)	816,425	1,465,059	1,465,210	1,389,044	1,388,341
(m) Net Revenues After Debt Service (m = f - l)	1,237,895	1,098,310	1,465,108	1,934,088	1,788,177

Source:

Notes: (i.e. rate increases, explanations, etc.)

1. For existing and proposed facilities, excluding interest on debt, depreciation, and other non-cash items.

Charges for service revenue includes 7% rate increases in FY 2020 (adopted), FY 2021 (tentatively), and FY 2022 (tentatively). The FY 2020 increase was approved by the St. Pete Beach City Commission on September 3, 2019 and will take effect October 1, 2019.

CERTIFICATION

I, Vincent M. Tenaglia, certify that I have reviewed the information
Chief Financial Officer (please print)

included in the preceding capital financing plan worksheets, and to the best of my knowledge, this

information accurately reflects the financial capability
of

City of St. Pete Beach

Project Sponsor

I further certify that City of St. Pete Beach has the financial capability to ensure
Project Sponsor

adequate construction, operation, and maintenance of the system, including this SRF project.

Signature

9/9/19

Date

CITY OF ST. PETE BEACH, FLORIDA
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Business-type Activities - Enterprise Funds			
	Wastewater	Reclaimed Water	Stormwater	Total
Operating revenues				
Charges for services	\$ 6,047,553 ✓	\$ 849,628 ✓	\$ 1,005,287 ✕	\$ 7,902,468
Other revenues	135 ✓	-	100 ✕	235
Total operating revenues	6,047,688	849,628	1,005,387	7,902,703
Operating expenses				
Personal services	348,768	52,547	185,350	586,665
Contractual and other services	2,783,114	549,281	220,559	3,552,954
Depreciation	569,445	239,309	24,214	832,968
Total operating expenses	3,701,327	841,137	430,123	4,972,587
Operating income	2,346,361	8,491	575,264	2,930,116
Nonoperating revenues (expenses)				
Interest earnings	44,435 ✓	3,679 ✓	15,297 ✕	63,411
Intergovernmental grants	198,301 ✓	384 ✓	1,153 ✕	199,838
Interest and amortization expense	(212,108)	-	(21,618)	(233,726)
Total nonoperating revenues (expenses)	30,628	4,063	(5,168)	29,523
Income (loss) before contributions and transfers	2,376,989	12,554	570,096	2,959,639
Capital contributions and impact fees	1,420 ✓	-	-	1,420
Capital grants	-	-	667,179 ✕	667,179
Transfers in	3,200,000 ✓	-	100,000 ✕	3,300,000
Transfers out	(2,967,896) ✓	(487,512)	(5,281,133)	(8,736,541)
Change in net position	2,610,513	(474,958)	(3,943,858)	(1,808,303)
Net position, beginning of year	9,303,872	7,413,937	2,844,132	19,561,941
Net position, end of year	\$ 11,914,385	\$ 6,938,979	\$ (1,099,726)	\$ 17,753,638

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ST. PETE BEACH, FLORIDA
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Business-type Activities - Enterprise Funds			
	Wastewater	Reclaimed Water	Stormwater	Total
Operating revenues				
Charges for services	\$ 6,677,519	\$ 863,271	\$ 1,099,125	\$ 8,639,915
Other revenues	55,735	-	-	55,735
Total operating revenues	6,733,254	863,271	1,099,125	8,695,650
Operating expenses				
Personal services	538,814	96,190	240,890	875,894
Contractual and other services	4,045,037	420,206	177,072	4,642,315
Depreciation	607,640	239,309	24,253	871,202
Total operating expenses	5,191,491	755,705	442,215	6,389,411
Operating income	1,541,763	107,566	656,910	2,306,239
Nonoperating revenues (expenses)				
Interest earnings	70,116	7,468	26,500	104,084
Intergovernmental grants	211,839	-	5,907	217,746
Interest and amortization expense	(239,001)	-	(77,531)	(316,532)
Total nonoperating revenues (expenses)	42,954	7,468	(45,124)	5,298
Income (loss) before contributions and transfers	1,584,717	115,034	611,786	2,311,537
Capital grants	-	-	2,050,091	2,050,091
Transfers out	(418,994)	(691,485)	(600,000)	(1,710,479)
Change in net position	1,165,723	(576,451)	2,061,877	2,651,149
Net position, beginning of year, as restated	11,874,176	6,930,894	(1,117,213)	17,687,857
Net position, end of year	\$ 13,039,899	\$ 6,354,443	\$ 944,664	\$ 20,339,006

The accompanying notes to financial statements are an integral part of this statement.

Attachment 8. Reconciling worksheet

	CAFR 2017	CAFR 2018
Charges for service	6,047,553.00	6,677,519.00
Interest earnings	44,435.00	70,116.00
Miscellaneous (capital contributions and impact fees per CAFR)	1,420.00	-
Miscellaneous (other revenues per CAFR)	135.00	50.00
Sale of surplus materials (other revenues per CAFR)	-	55,685.00
Intergovernmental grants	198,301.00	211,839.00
Total revenues	<u>6,291,844.00</u>	<u>7,015,209.00</u>
 A. Total operating expenses	 3,701,327.00	 5,191,491.00
B. Depreciation	569,445.00	607,640.00
C. Interest expense (already excluded from CAFR operating expense total)	212,108.00	239,001.00
D. Net expenses (A-B)	<u>3,131,882.00</u>	<u>4,583,851.00</u>
 Net revenue	 <u>3,159,962.00</u>	 <u>2,431,358.00</u>
 Debt service on non-SRF loans (including coverage)	 537,774.72	 539,031.22
Debt service on SRF loans (including coverage)	277,789.56	277,789.56
	<u>815,564.28</u>	<u>816,820.78</u>
 Net revenue less debt service (including coverage)	 <u>2,344,397.72</u>	 <u>1,614,537.22</u>

City of St. Pete Beach
Attachment 9. Wastewater Fund Projection

	FY 2019 - FY 2023				
	FY 2019 Current	FY 2020 Budget	FY 2021 Projected	FY 2022 Projected	FY 2023 Projected
Estimated beginning balances	\$ 4,636,211	\$ 1,237,895	\$ 1,098,310	\$ 1,465,108	\$ 1,934,088
Revenue:					
Charges for service	6,537,668	7,144,945	7,645,092	8,180,248	8,180,248
Interest earnings	23,000	25,000	30,000	30,000	30,000
Total revenue	\$ 6,560,668	\$ 7,169,945	\$ 7,675,092	\$ 8,210,248	\$ 8,210,248
Expenditures:					
Personnel	531,518	445,851	459,227	473,003	487,193
Operating	3,974,830	4,160,725	4,285,547	4,414,113	4,546,537
Total expenditures	\$ 4,506,348	\$ 4,606,576	\$ 4,744,773	\$ 4,887,116	\$ 5,033,730
Net revenue:	\$ 2,054,320	\$ 2,563,369	\$ 2,930,318	\$ 3,323,131	\$ 3,176,518
Debt Service:					
Existing SRF including coverage	277,790	277,790	277,790	277,790	277,790
New SRF including coverage	-	649,381	649,381	649,381	649,381
Non-SRF including coverage	538,636	537,888	538,039	461,873	461,170
Total debt service	\$ 816,425	\$ 1,465,059	\$ 1,465,210	\$ 1,389,044	\$ 1,388,341
Balance (net revenue less debt service including coverage)	\$ 1,237,895	\$ 1,098,310	\$ 1,465,108	\$ 1,934,088	\$ 1,788,177

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

Issue Considered: Ordinance 2019-XX, First Reading of an ordinance amending the election dates, the qualification period, and eliminating the runoff election.

Date: October 8, 2019

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Alex Rey, City Manager

Summary of Issue: In an attempt to standardize the qualification period for potential candidates, conform with future presidential preference primary elections and recognize the limited, contracted assistance from the Supervisors of Elections Office, it is necessary to update the election section of our Code of Ordinances.

Establishing specific dates for the qualification period will eliminate the need to set the dates for each election via a resolution and will inform potential candidates in advance of the election cycle. Based upon previous elections, the first two weeks in November have worked out best for candidates.

Additionally, our current code establishes the second Tuesday of March as the date for a city election. This date changes when there is a presidential preference primary election. Incorporating the automatic change in our code will eliminate the need to adopt an ordinance establishing the revised date.

Lastly, the Supervisor of Elections Office has informed the City that it can no longer support a runoff election for the three remaining municipalities in Pinellas County that still use them. Eliminating the requirement for a runoff election will be more cost effective than administering a city-wide election on our own.

Funding: N/A

Requested Motion: "I move to adopt the proposed ordinance, upon first reading, (read title)."

Attachments: Proposed Ordinance 2019-XX

**Reviewed by
City Manager:** AR

Ordinance 2019-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, SECTION 38-6(a), CANDIDATES, QUALIFICATIONS, PETITIONS; SECTION 38-7, ELECTION DATE OF COMMISSIONERS; SECTION 38-8, ELECTION DATE OF MAYOR-COMMISSIONER; AND SECTION 38-14, ELECTION RESULTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to standardize the qualification period for election candidates seeking a seat for commissioner or mayor-commissioner; and,

WHEREAS, the City Commission desires to conform with future election dates established for a presidential preference primary election; and,

WHEREAS, the City Commission recognizes the limited resources available to conduct a runoff election with the Pinellas County Supervisor of Elections Office.

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. That the Code of Ordinances, City of St. Pete Beach, Florida is hereby amended by revising Chapter 38, of the Code of Ordinances and shall be amended to read as follows:

Chapter 38 – ELECTIONS

Sec. 38-6. – Candidates; qualifications; petition.

(a) Every person who shall be a candidate for the office of city commissioner or of mayor-commissioner shall, before submitting the application for office, first obtain a candidate's guidebook from the city clerk. This candidate guidebook shall contain the guidelines that must be followed by persons seeking to be candidates for city commissioner or mayor-commissioner. The guidebook shall include those publications required by state law and shall also contain an application, petition cards and such other pertinent information as may be appropriate to assist the candidate in seeking elective office within the city. The prospective candidate shall pay a non-refundable fee to help cover the administrative costs for the compilation of the candidate guidebook.

The fee shall be established by resolution of the city commission and is listed in Appendix A to this code. The prospective candidate shall file with the city clerk the application to have his name printed upon the ballot as a candidate for the office to which he aspires, in which application he shall declare the district of his residence and whether he shall be a candidate for commissioner or mayor-commissioner, and such application shall be filed no less than 45 ~~(forty-five)~~ days before the date of the election. The city commission shall set the dates for the qualification period ~~by resolution not later than 90 days prior to the date of the election as the first two (2) full weeks of November of the year preceding the municipal election.~~

Sec. 38-7. – Election date of commissioners.

The regular election for the city commission shall be held on the second Tuesday of March unless the city commission determines, by ordinance, pursuant to F.S. 100.3605(2), that it is appropriate to schedule that election for some other date in March, or when the city is required to conform with the federally established Presidential Preference Primary election date.

Sec. 38-8. – Election date of mayor-commissioner.

The regular election for mayor-commissioner shall be held on the second Tuesday of March unless the city commission determines by ordinance that it is appropriate to schedule that election for some other date in March, or when the city is required to conform with the federally established Presidential Preference Primary election date.

Sec. 38-14. – Election results.

(a) *Multiple candidates.* When two or more persons qualify as candidates for the office of city commissioner or mayor-commissioner for any of the designated seats of the city commission to be filled, the persons so qualified shall be voted upon, and the person receiving the highest number of votes cast at such regular city election, ~~provided that the highest number of votes is a majority of the votes cast,~~ shall be declared elected. ~~If no candidate has received a majority of the votes cast, a runoff election shall be held between the persons receiving the two highest number of votes cast.~~

~~(d) *Runoff election.* If any runoff election is necessitated, it shall be held not later than 60 days after the regular election.~~

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

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

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

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

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

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

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA

Alan Johnson, Mayor

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

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

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

Issue Considered: Resolution 2019-10, Appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate.

Date: October 8, 2019

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Alex Rey, City Manager

Summary of Issue: Subsequent to the resignation of Ms. Amber Ashton, the City contracted with Mr. Norman Nash of DSK Law to serve as Special Magistrate, on an interim basis, through November 30, 2019. In addition, we released a Request for Qualifications (RFQ) for Special Magistrate Services.

Upon review of the four bids received in response to the RFQ, it is recommended that the City appoint Mr. Norman Nash as Special Magistrate based upon the following:

- Mr. Nash is a proven asset
- Mr. Nash is knowledgeable regarding current code violations and case load
- Mr. Nash's hourly rate is consistent with current rates

Resolution 2019-10 appoints Mr. Norman Nash with the firm of de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP as the City's Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate.

Funding: Account #001-5402-524-5310

Requested Motion: "I move to approve Resolution 2019-10, (read title of resolution) and to authorize the City Manager to execute a retainer agreement for Mr. Norman Nash to serve as the City's Special Magistrate and Hearing Officer, effective December 1, 2019.

Attachments: Resolution 2019-10
RFQs and tabulation sheet
Special Magistrate agreement (current)

**Reviewed by
City Manager:** AR

RESOLUTION NO. 2019-10

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, APPOINTING NORMAN NASH AS THE PARKING CITATION HEARING OFFICER, ADMINISTRATIVE APPEALS HEARING OFFICER AND SPECIAL MAGISTRATE.

WHEREAS, The City Code of Ordinances, Chapter 82-169, Traffic and Vehicles, provides for a parking citation hearing officer; and,

WHEREAS, Division 3, Section 3.14(e) of the Land Development Code, provides that the City Commission may appoint one or more hearing officers to hear appeals; and,

WHEREAS, Section 22-275, the Special Magistrate appointment shall be made by the City Manager on the basis of experience and interest in code enforcement. Such appointments shall be submitted to the City Commission for ratification.

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

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

Section Two. The Parking Citation Hearing Officer shall be Norman Nash.

Section Three. The Administrative Appeals Hearing Officer shall be Norman Nash.

Section Four. The Special Magistrate for the City's Code Enforcement Division shall be Norman Nash.

Section Five: This resolution will become effective December 1, 2019.

INTRODUCED AND PASSED by the City Commission of the City of St. Pete Beach, Pinellas County, Florida on this 8th day of October 2019.

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman City Attorney

**ATTORNEY NORMAN W. NASH'S
EXPRESSION OF INTEREST
TO PROVIDE SPECIAL MAGISTRATE SERVICES
TO THE CITY OF ST. PETE BEACH**

Proposal Date: August 14, 2019

Norman W. Nash is Of Counsel de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, whose Tampa office is located at 609 W. Horatio Street, Tampa, Florida. He currently serves as the Special Magistrate for the City of St. Pete Beach Florida. In his thirty years of practice he has represented numerous clients before governmental units including city and county commissions and boards and state regulatory agencies. He assists the City Attorney for the cities of St. Cloud and Clermont in a variety of matters as well as assisting special litigation counsel for the Stevens Plantation Community Development District and general counsel for the Stevens Plantation Improvement Project Dependent Special Dependent District. He was a part time County Court Magistrate in the mid 1990's conducting daily probable cause and bail hearings for persons arrested without warrants. The following is a brief resume of his general experience and a statement of experience relevant to the provision of services as Special Magistrate for the City of St. Pete Beach. Our fee proposal and a list of local government client references is included. For further information, please contact Mr. Nash at his direct number, which runs through the firm's Orlando switchboard, (407-992-3673).

NORMAN W. NASH

Professional Qualifications

Florida Bar No.: 505161
Colorado Bar No. 19083

Florida Bar Association – Admitted September, 2001
Member of Real Property Probate and Trust Law Section
Member Business Law Section
United States District Court - Middle District Florida
Colorado Bar – Admitted September 1989

Experience

**de Beaubien, Simmons, Knight,
Mantzaris & Neal, LLP**

2012- Present

Currently serving as the Special Magistrate for the City of St. Pete Beach, Florida, Mr. Nash is Of Counsel with a general practice law firm with offices in Tampa, Orlando, Tallahassee, and Melbourne. Representing clients in real estate and business transactions, including before local government boards, representing the City of St. Cloud in real estate matters, representing the City of Clermont in real estate matters and disputes, representing the Stevens Plantation Community Development District and Stevens Plantation Improvement Project Special Dependent District in real estate matters and disputes.

Nash Law Firm, PA

2006-20012

General civil practice firm located in originally in Greeley, Colorado then in St. Petersburg, Florida and later in Seminole, Florida. Represented clients in real estate transactions and disputes and business matters along with lenders in foreclosures.

New Frontier Bank**2004-2006**

General Counsel for one of the fastest growing community banks in the nation with over one and a half billion dollars in assets. Matters included regulatory issues, loan workouts, and loan transactions.

Hall-Irwin Corporation**2002-2004**

General Counsel for real estate development and construction company with over one hundred million dollars in annual revenue. Matters included representing company before municipal and county boards and commissions, regulatory issues, and real estate and business transactions and disputes.

The Brogden Group, LLC**1998-2002**

General Counsel for a holding company involved in software development, IT and website design. Matters included business transactions and disputes.

Valuation Research Corp.**1993-1998**

General Counsel for Colorado's largest real estate appraisal company that was also involved in early development of automated real estate valuation software.

Private Practice**1989-1993**

General civil practice involved in real estate transactions, loan workouts, foreclosures and other civil matters.

County Court Magistrate**Mid 1990's**

Part time position conducting daily probable cause and bail hearings for persons arrested without warrants. Do not recall the specific time frame.

Education

University of Denver College of Law, J.D., 1989

University of Northern Colorado, B.S., 1979 Business Administration

Professional Organizations/Other

Florida Bar Association

Member Real Estate Probate and Trust Section

Member Business Law Section

Weld County, Colorado Board of Adjustment, Past Member

Board of Directors, Weld County, Colorado Bar Association, Past Member

University of Denver Law Review Advisory Board, Past Member

Board of Directors, Leadership Weld County, Colorado Program, Past Member

Legislative Committee, Real Estate Section, Colorado Bar Association, Past Member

Weld County White Collar Crime Task Force, Past Member

Weld County, Colorado Partners program for disadvantaged youth, Past Senior Partner

Gulfport Community Players, Member

St. Petersburg Little Theater, Member

Board of Directors, Greeley, Colorado Community Theater Troupe, Inc., Past Member

Humane Society of Weld County, Colorado Past President and Board Member

Relevant Experience

Mr. Nash currently serves as the Special Magistrate for the City of St. Pete Beach Florida. In that capacity he has presided over several cases and other matters presented by the City of St. Pete Beach to enforce the city codes. In his thirty years of practice he has represented numerous clients before governmental units including city and county commissions and boards and state regulatory agencies. He assists the City Attorneys for the cities of St. Cloud and Clermont in a variety of matters and assists the special litigation counsel to Stevens Plantation Community Development District and the Stevens Plantation Improvement Project Special Dependent District. He was a part time County Court Magistrate in the mid 1990's conducting daily probable cause and bail hearings for persons arrested without warrants. Additionally, the firm of Debeaubien, Simmons, Knight, Mantzaris & Neal, LLP, has decades of experience in code enforcement matters representing code enforcement boards in Seminole and Orange County, prosecuting cases before special magistrates in St. Cloud and Clermont, and serving as code enforcement special magistrate for the Cities of Maitland, Belle Isle, Orange City and the City of Madeira Beach. This extensive firm experience provides Mr. Nash with a wealth of knowledge and resources to address any issue that may come before him as a Special Magistrate for the City of St. Pete Beach. Finally, Mr. Nash is fully cognizant that a city's main goal is to ensure compliance with the City Code and not punish its citizens. Therefore, and in recognition of this, he is extremely at ease working with members of the public who are in stressful situations. His experience as a County Court Magistrate conducting hearings for persons who were in custody and who were often unrepresented, as the current Special Magistrate for the City of St. Pete Beach, and as gained over his extensive years of practice, uniquely qualifies him to continue to serve the community of St. Pete Beach.

QUALIFICATIONS AND EXPERIENCE OF FIRM

The senior partners of the law firm of de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP began practice together in 1976, and have developed a dynamic firm that has grown with Central Florida. The firm is engaged in the general practice of law and represents a wide range of individual and corporate clients in a variety of legal matters. The emphasis of the firm has always been the representation of clients in civil and commercial litigation, although the firm is also engaged extensively in general corporate practice, local government matters, insurance defense, tax transactional work, real estate syndication, real estate acquisition, white collar criminal defense, probate, dissolution of marriage, personal injury, and many other matters. This diversified litigation practice has given us great exposure to the trial of substantial matters in both the state and federal courts throughout the State of Florida.

Because of the diversity of our practice, our representative clients span a wide spectrum of the corporate and business world, including a major stock brokerage company, the nation's largest insurance company, one of the nation's largest apartments and business management firms, one of the nation's largest car and truck rental companies, real estate syndication companies, and one of the nation's largest cruise ship lines. Additionally, the firm is one of two firms in the State of Florida that serve as provider attorneys for the nation's largest legal services plan, Pre-Paid Legal Services, Inc. The firm also represents a number of developers, general contractors, subcontractors, corporations, loan servicers and individuals.

One of the firm's main attributes is its ability to expeditiously and efficiently process litigation matters in order to achieve a swift resolution with the highest quality results. The firm accomplishes this endeavor through the use of a growing staff of 100 quality trained and experienced people, including over fifty attorneys. Furthermore, the firm is completely computerized in its operations that streamline the pleadings and discovery process of litigation through the use of standard documents, which saves both time and expense to the firm's clients.

The partners own two buildings located in downtown Orlando directly across Livingston Street from the Orange County Courthouse, as well as the buildings in Tampa and Tallahassee where the firm's offices are located.

Our attorneys enjoy the practice of law and devote the majority of their energies to the representation of our clients. The firm also supports continuing legal education so that our attorneys will be current with legal developments. On the other hand, the firm also encourages all of its members to be involved in the community. Partner, David H. Simmons, currently serves in the Florida Legislature. All of our partners maintain leadership roles in the Orange County Bar, Florida Bar, and other civic activities.

de Beaubien, Simmons, Knight, Mantzaris & Neal's goal is to provide excellent service on a consistent basis to all of its clients.

STATEMENT OF LOCAL AVAILABILITY AND ACCESSIBILITY

Our Firm prides itself on its ability to provide excellent legal services for all of its clients. By the use of technology and trained and experienced attorneys, such as Mr. Nash, the Firm absolutely has the ability to provide the legal services contemplated herein promptly and at the highest quality available. Further, Mr. Nash is a current resident of Seminole, Florida, and is available to appear in person for all necessary hearings, meetings, and conferences required by the City of St. Pete Beach.

PROPOSED FEE SCHEDULE

de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, hereby submits the following fee proposal for provision of Special Magistrate services to the City of St. Pete Beach:

Norman W. Nash:	\$155 per hour (one hour minimum for hearings)
Paralegals:	\$ 55 per hour

Costs: The above proposal is for fees only and does not include charges for related costs, such as long distance telephone costs, facsimile costs, and copying costs. All such items shall be charged in addition to the above-stated fees and at the actual costs to our firm.

LIST OF AGREEMENTS/CONTRACTS WITH OTHER GOVERNMENTAL UNITS¹

de Beaubien, Simmons, Knight, Mantzaris & Neal has an extensive history of working with and representing local government clients. Partners, Kevin Knight, Thomas Neal, Daniel F. Mantzaris, D. John Morgeson, Jr., Kenneth P. Hazouri, Yvette Brown and Bart Valdes have, during their respective careers, represented local government clients in a variety of matters. These matters and clients include:

- Service as Special Magistrate for the City of St. Pete Beach, Florida (Norman W. Nash)
- Service as Special Magistrate for the City of St. Pete Beach, Florida immediately prior to Mr. Nash's service to the City of St. Pete Beach, Florida (Amber Ashton)
- Service as Special Magistrate for the City of Madeira Beach, Florida (Bart Valdes)
- Representation of appointed Quasi-Judicial Boards for Orange County, Seminole County, the City of St. Cloud, and the City of Clermont.
- Representation of City staff presenting cases before code enforcement boards for the City of St. Cloud, the City of Maitland and the City of Clermont.
- Service as Code Enforcement Special Magistrate for Orange County

¹ The following list represents contracts and agreements the Firm has with government units and is not limited to contracts in which Mr. Nash is involved.

(Yvette Rodriguez Brown), Orange City (D. John Morgeson, Jr.), and City of Maitland (Daniel F. Mantzaris) and the City of Belle Isle (Lindsay N. Greene).

- Special Legal Counsel for labor and employment matters for the City of St. Cloud and City of Clermont (Lindsay N. Greene).
- Litigation Counsel for Stevens Plantation Community Development District related to issuance and collection of bond assessments (Daniel Mantzaris and Bart Valdes).
- Special Counsel to the Orange County Property Appraiser. (Ken Hazouri)

Daniel F. Mantzaris, senior partner with de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, currently serves as the City Attorney for both the City of St. Cloud and the City of Clermont.

REFERENCES

James Thaler, Esq.
Special Magistrate for the City of Gulfport, Florida
Thaler Law Firm PA
1520 Hull Street South
Gulfport, Florida 33707
727.384.3244
jim@thalerlaw.com

Nicholas Cox, Esq.
Florida Statewide Prosecutor
Office of Statewide Prosecution
3507 East Frontage Road
Tampa, Florida 33607
813.767.2775
nick.cox@myfloridalegal.com

Alexandra MacLennan, Esq.
Partner
Squire Patton Boggs LLP
One Tampa Center
201 North Franklin Street
Suite 2100
Tampa, Florida 33602
813.202.1353
sandy.maclennan@squirepb.com

A consummate public company and private company legal and executive officer with considerable domestic and international expertise, Maria brings a keen corporate perspective to her clients to help them successfully navigate the challenges they face. As Fiesta Restaurant Group, Inc.'s (NASDAQ: FRGI) Senior Vice President, General Counsel and Corporate Secretary, Maria was a key member of, and strategic advisor to, the CEO's senior leadership team and reported directly to the CEO. Maria also liaised and worked closely with the Board of Directors. Over the course of her career at Fiesta, a company with 12,000 employees in the food retail business with over 300 restaurants in Texas and Florida, she led the corporate governance, real estate, franchise services, public policy, legal, privacy, and sustainability functions, for the company. In addition to managing the legal team and all outside counsel, Maria served the company in leadership roles that resulted in successful corporate and real estate expansions, acquisitions, executive transitions, and the restructuring of the company's operating models. She gained extensive experience in corporate governance, crisis management, ethics and compliance, enterprise risk management, regulatory compliance, stakeholder engagement, strategic alliances, strategic planning, and succession planning.

Before her role at Fiesta, Maria served as General Counsel of the U.S. operations of Widex, A/S, a private company based in Denmark and one of the world's largest hearing aid manufacturers. Maria's role as the U.S. General Counsel was two-fold, to oversee both the retail operations based in Miami (which included over 320 retail hearing aid clinics nationwide) and the wholesale operations based in Hauppauge, N.Y. Maria's role was to ensure that the U.S. operations complied with all applicable U.S. laws. Maria also led the corporate governance, real estate, regulatory compliance, litigation management, outside counsel management, employee issues and enterprise risk management functions for Widex.

In her over 25 years of corporate and real estate practice, Maria has gained experience in a wide variety of sophisticated legal transactions, including mergers and acquisitions, real estate transactions, joint ventures and strategic alliances, private equity and venture capital investments, securities, cross-border transactions, corporate governance and general corporate matters. Maria has represented both U.S. and non-U.S. entities in a wide range of domestic and international corporate matters including multi-jurisdictional projects in the U.S., Europe and Latin America. She has represented private and public companies, entrepreneurs and private equity funds in a wide variety of strategic and financial transactions as well as in corporate governance, real estate and other general corporate matters.

During her decades of corporate and real estate practice at big law firms, Maria gained a wide breadth of experience, illustrated by the below representative matters:

Representative Matters

- Representation of Loews Hotels in Management Agreements for luxury resort hotels in Beverly Hills, California and Clearwater, Florida.
- Representation of an offshore fund and Citibank in the formation of a U.S. \$100.0 million fund to invest in U.S. real estate and the creation of various investment joint ventures.
- Representation of Liechtenstein Global Trust AG in the sale of LGT Asset Management to AMVESCAP PLC for \$1.3 billion.
- Representation of a privately-held commercial plastics company in the sale of its 33 subsidiaries (in the U.S., Latin America and Europe) to a division of General Electric Company.
- Representation of a publicly-held company in the United Kingdom in its \$113 million acquisition of 27 companies in the U.S., Latin America, Europe and Asia.

- Representation of publicly-held Knight-Ridder Inc. in corporate governance and various sales, mergers, acquisitions and swaps (including the \$420 million sale of its online subsidiary to a British company).
- Representation of publicly-held Honeywell International Inc. in the sale of two of its electronic materials businesses to a Canadian purchaser.
- Representation of MTV Networks in the creation of numerous joint ventures including MTV Japan (a music television and internet programming service in Japan), MTVi LP (a music internet programming service) and MTV Russia (a music programming service).
- Representation of the members of The New Republic LLC in connection with its sale to CanWest Global Communications Corp.
- Representation of Starmedia, a publicly-held.com company, in corporate governance, various mergers and acquisitions in the U.S. and Latin America and the sale of its domain name and related assets to a Spanish entity.
- Representation of publicly-held eLandia in bridge loan financing related to strategic acquisition of a company and in its \$26 million strategic acquisition of a company (a leading provider of network solutions and systems integration services in Venezuela, Argentina, Mexico, Colombia, Ecuador and Central America).
- Representation of Fresh Diet, a company in the fresh food delivery business, in connection with structuring and various corporate matters including investments by non-U.S. investors.
- Representation of wholly-owned Cayman Islands subsidiary of a publicly-held company in its \$5 million strategic acquisition of a company which provides technical training and operates in Panama, Venezuela, Brazil, Argentina and Peru.
- Representation of the shareholders of a New Jersey-based worldwide chemical manufacturer and its global affiliates in the \$54 million sale of all of their stock to a national private equity company. The target had operations in Central and South America, South Africa, the People's Republic of China and Hong Kong.
- Representation of a Florida-based waste hauling business in the multi-million dollar sale of substantially all of its assets to a publicly-held solid waste services company with customers throughout the U.S. and Canada.
- Representation of Intcomex, a distributor of IT products to Latin America and the Caribbean, in a multi-million dollar stock exchange, stock purchase and asset purchase transaction with a publicly-held global provider of supply chain solutions to the wireless industry.
- Representation of a leading electronics manufacturer based in China and several of its subsidiaries and affiliates in China, the U.S., and the British Virgin Islands in connection with the \$12 million sale of certain assets and divisions as well as the private placement of securities.
- Representation of a multi-national, direct broadcast satellite company, in joint ventures in Argentina and Colombia and in general corporate matters.

Professional and Civic Activities

- Miami Beach Chamber of Commerce
Board of Governors (2009-2016)
- SoBe Institute of the Arts,
Board of Directors (2010-2016)
- City of Miami Beach Leadership Academy Graduate
- Adjunct Professor, St. Thomas University, Miami, Florida (2005)
- Legal Services of Greater Miami, Law Clerk

Employment Background

- Maria C. Mayer, P.A., legal consulting and advisory services (February 2019-present)
- Senior Vice President, General Counsel and Corporate Secretary, Fiesta Restaurant Group, Inc. (Dallas and Miami) (November 2017-February 2019)
- General Counsel, Widex USA and Lifestyle Hearing Corporation (New York and Miami) (December 2015-November 2017)
- Carlton Fields (Miami, Florida)
Senior Corporate Counsel (2007-December 2015)
- Hughes Hubbard & Reed LLP (New York, NY)
Senior Associate in the Miami office (1997-2007)
- Popham Haik Schnobrich & Kaufman, P.A. (Minneapolis, MN)
Associate in the Miami office (1995-1997)
- Stuzin & Camner, P.A. (Miami, Florida), Corporate & Securities Associate (1993-1995)

Education

- University of Florida, College of Law (J.D., with honors, 1993); Moot Court; Teaching Assistant, Research and Writing; Book Award for Legal Drafting
- University of Florida (B.A., English Literature, 1990)
- Institute of American Universities, Aix-en-Provence, France (Summer 1987)

Admissions: Florida; New York; Washington, D.C.

Languages: Native Spanish speaker; conversant in French

REQUEST FOR QUALIFICATIONS SPECIAL MAGISTRATE SERVICES

**c/o Ms. Rebecca Haynes
Office of the City Clerk
St. Pete Beach City Hall
155 Corey Avenue
St. Pete Beach, Florida 33706**

**Proposal Submitted by:
Thomas A. Thanas
Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC
1206 Manatee Avenue West
Bradenton, FL 34205
(941) 866-8376
tthanas@dyeharrison.com
www.dyeharrison.com
August 1, 2019**



**Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul
A FULL SERVICE LAW FIRM SINCE 1920**

DYE HARRISON

Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC

A FULL SERVICE LAW FIRM SINCE 1920

Joseph B. Battaglia
David K. Deitrich[†]
James D. Dye[†]
Stephen R. Dye
G. Joseph Harrison
Thomas W. Harrison
W. Nelson Kirkland
Patricia A. Petruff[†]
Charles J. Pratt, Jr.
Alexander A. Stewart
Alexandra St. Paul
Thomas A. Thanas[†]

[†]Of Counsel

[†]Board Certified: City, County And Local Government Law



1206 Manatee Avenue West
Bradenton, Florida 34205-7518

Phone: (941) 746-1167

(941) 748-4411

Fax: (941) 747-0583

www.dyeharrison.com

Please Reply to:

1206 Manatee Avenue West
Bradenton, FL 34205-7518

Email: tthanas@dyeharrison.com

August 1, 2019

**Ms. Rebecca Haynes
Office of the City Clerk
St. Pete Beach City Hall
155 Corey Avenue
St. Pete Beach, Florida 33706**

***Subject: Proposal for Special Magistrate Services and Statement of Qualifications
Submitted by Thomas A. Thanas, Dye Harrison Law Firm, Bradenton, FL***

Dear Ms. Haynes and Special Magistrate Recruiting Team:

I am submitting a proposal to serve as the Special Magistrate for the City of St. Pete Beach.

Qualifications and Experience of Thomas A. Thanas: I am uniquely qualified to serve as the City's Special Magistrate having served as a circuit judge, city manager, and city attorney during my career in local government. My judicial experience includes criminal and civil matters having presided over juvenile court and mortgage foreclosure cases as a Circuit Judge in Will County, Illinois, a position appointed by the Illinois Supreme Court. I conducted hundreds of trials, heard dispositive motions, and engaged in settlement conferences. My regular duties included ruling on evidentiary matters and issuing written decisions for contested cases. I received high bar poll ratings from the lawyers who appeared before me in the way I conducted my court call, my knowledge of the law, and my courtroom demeanor in treating litigants and lawyers in a fair and impartial manner.

In addition to having judicial experience, I currently serve as the Special Magistrate for the City of Avon Park and as a Hearing Officer for the Hillsborough County Environmental Protection Commission. I also serve as the Interim City Attorney of the City of Dade City. Those appointments along with my experience as a circuit court judge provide me with the knowledge and experience to serve as the Special Magistrate for the City of St. Pete Beach.

In addition to the positions with Avon Park, HCEPC, and Dade City, I currently assist two colleagues from the Dye Harrison Law Firm in representing the firm's other local government clients including the City of Holmes Beach, the Town of St. Leo, and the School District of Manatee County. My work with Holmes Beach includes counseling the City on code enforcement matters, particularly in addressing vacation rental homes. I have drafted an amendment to the City's vacation rental home ordinance with the goal of tightening up regulations in an expanding and changing rental market in a Florida Gulf Coast community. I am also handling a lawsuit filed against the City of Holmes Beach by residents who are alleging that the City's police department has not responded adequately to loud noise complaints filed against the corporate owners of two large vacation homes next door to the complainants' residence.

My local government experience includes serving as city manager of the City of Joliet, Illinois, from 2008 to 2013. Joliet is the third largest city in Illinois with a population of 150,000. I successfully guided Joliet through the turbulent years of the Great Recession by turning a projected \$67 million budget deficit into a balanced budget in just four years. The balanced budget resulted from my efforts in reducing the workforce by 160 employees, cutting expenses, consolidating departments, renegotiating collective bargaining agreements, refinancing bond issues, restructuring the employee health care package, managing police and fire department overtime, reprioritizing expenditures from the water and sewer fund, and creative contracting.

Most of my local government law experience consisted of serving as the city attorney of Joliet and other Chicago area cities, including the City of Naperville (fourth largest city in Illinois with a population of 147,500), the City of Lockport, and the Village of Olympia Fields. My experience includes all aspects of municipal law including code enforcement cases. In Joliet, my early duties included the prosecution of code enforcement and demolition cases in court and in administrative hearings. I drafted the original systematic rental inspection ordinance and worked with code enforcement officers in its implementation. My caseload included residential, commercial, and industrial properties, and the areas of enforcement were throughout the city including the downtown business district, aging neighborhoods, and major commercial corridors. That experience provides me with a foundation for understanding code enforcement cases from the needs of the municipality to the challenges experienced by homeowners, tenants, landlords, property managers, businesses, and neighbors.

I have worked on big projects during my local government career. Beginning in 2008, I served as the chief negotiator and project manager for Joliet on a \$2 billion, 4,000 acre intermodal project that has resulted in Joliet becoming part of the world's largest inland port and having an important place in global logistics. I also served as the chief negotiator for the

development of a \$52 million multimodal transportation center in downtown Joliet. I served as the lead attorney in negotiating development agreements with two riverboat casinos that have been located in Joliet since 1992 and have generated over \$700 million in local gaming taxes. I also served as the lead attorney in the negotiation of the development of a NASCAR track (Chicagoland Speedway). In addition to the big projects, I served as the lead attorney for the annexation and development of thousands of acres of undeveloped land. Those annexation projects have resulted in Joliet doubling its population from 75,000 to 150,000 in 20 years.

My local government law career has provided me with a strong background in public infrastructure projects, land development from the initial annexation process through the completion of construction, and public utility experience for sanitary sewer service and water service. That experience provides a foundation for understanding land development cases and code enforcement cases from the needs of the municipality to the challenges experienced by homeowners, tenants, landlords, developers, property managers, businesses, and neighbors.

I have been licensed to practice law in Florida since 1989, but I did not activate my law license until I relocated to Florida and started with the Dye Harrison Law Firm in Bradenton in 2018. I remain a licensed attorney in Illinois on active status. I have not been the subject of any informal or formal complaints with the attorney regulatory agencies in Florida or Illinois, and I had no formal or informal complaints filed against me with the judicial regulatory board that monitored judges in Illinois.

Availability and Accessibility: I will be handling all of the work as the St. Pete Beach Special Magistrate, so the City staff would be dealing directly with me on all cases. I am available on the second Monday of each month for the regular hearing date, and I will be available for other hearing dates based on either an increase in the caseload or emergency matters that cannot wait for the monthly hearing date. My direct office line, personal cell phone number, and law firm email address will be made available for quick and easy communication. From my office in downtown Bradenton, I will have a 38-minute drive to the St. Pete Beach City Hall.

Proposed Fee Arrangement: Regarding compensation for Special Magistrate services, my law firm would bill at a rate of \$190.00 per hour. I am also willing to consider a per case fee or a per diem fee arrangement once the volume of work is ascertained if such a billing arrangement would be mutually acceptable. I will not bill for travel time. My law firm bills on a monthly basis. I am willing to work with the City to make sure that we structure a fee arrangement that is reasonable, remains within the budget, and reflects the actual caseload.

Public Sector Contracts:

City of Avon Park Special Magistrate:	\$190.00/hour
Hillsborough County EPC Hearing Officer:	\$100.00/hour
City of Dade City Interim City Attorney:	\$7,000.00/month
City of Holmes Beach Assistant City Attorney:	\$200.00/hour

References:

Leslie Porter
City Manager
City of Dade City
38020 Meridian Avenue
Dade City, FL 33525
lporter@dadecityfl.com
(352) 523-5050

Mary Buonagura
Human Resources Analyst
City of Holmes Beach
5801 Marina Drive
Holmes Beach, FL 34217
humanresources@holmesbeachfl.org
(941) 708-5800

Ben Benson
City Administrator
City of Lockport
222 East 9th Street
Lockport, IL 60441
(815) 838-0549
bbenson@lockport.org

I would welcome an opportunity to meet with you to review my qualifications and interest in serving as the City of St. Pete Beach Special Magistrate. Thank you for the opportunity to be considered for the position.

Respectfully submitted,

Thomas A. Thanas

Thomas A. Thanas
Dye Harrison Law Firm

TAT/tt

Enclosures: Resume

National Judicial College Certificate for Course in Best Practices for Administrative Law Judges
ABA Model Code of Judicial Conduct for State Administrative Law Judges

DYE HARRISON

Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC

A FULL SERVICE LAW FIRM SINCE 1920

Joseph B. Battaglia
David K. Deitrich[†]
James D. Dye[†]
Stephen R. Dye
G. Joseph Harrison
Thomas W. Harrison
W. Nelson Kirkland
Patricia A. Petruff[†]
Charles J. Pratt, Jr.
Alexander A. Stewart
Alexandra St. Paul
Thomas A. Thanas[†]

[†]Of Counsel

[†]Board Certified: City, County And Local Government Law



1206 Manatee Avenue West
Bradenton, Florida 34205-7518

Phone: (941) 746-1167

(941) 748-4411

Fax: (941) 747-0583

www.dyeharrison.com

Please Reply to:

1206 Manatee Avenue West
Bradenton, FL 34205-7518

Email: tthanas@dyeharrison.com

Thomas A. Thanas

Special Magistrate/Hearing Officer and City Attorney Experience in Florida

- City of Avon Park Special Magistrate for Code Enforcement Hearings
- Hillsborough County Environmental Protection Commission Hearing Officer
- City of Dade City Interim City Attorney
- Assistant City Attorney for City of Holmes Beach and Town of St. Leo

Governmental Law Experience in Illinois

- Served as city attorney/chief legal officer for Joliet, Naperville, Lockport, and Olympia Fields with 30 years of experience.
- Served as special counsel for several municipalities regarding annexation, development, and subdivision matters.
- Served as lead negotiator for development and annexation agreements for casino projects, NASCAR project, and other major projects and extensive experience in downtown redevelopment projects, including TIF districts, SSA taxes, code enforcement, development agreements, and land acquisition.
- Extensive experience in negotiating intergovernmental agreements including boundary agreements, shared services agreements, road project agreements, and grant agreements.

- First chair experience in negotiating collective bargaining agreements, grievance and arbitration proceedings, EEOC and IDHR hearings, and all aspects of public employee relations.
- Extensive experience with public utility and public works projects including negotiation of right-of-way agreements, land acquisition, state and federal permitting, grant agreements, water and sewer ratemaking, contracting with private contractors, and negotiating engineering consulting agreements.
- Direct experience with park developments, negotiating intergovernmental agreements for open space, park sites, and recreational facilities and drafted thousands of ordinances and resolutions dealing with all aspects of local government.
- Direct experience with all boards and commissions, including Fire and Police Boards, Plan Commissions, Zoning Boards of Appeal, Library Boards, Historic Preservation Commission Boards, Liquor Control Commission, and several other boards and commissions.
- Extensive experience with open meetings act issues and freedom of information act requests.
- Extensive experience with local government tax matters, including sales tax, income tax, real estate transfer tax, real estate tax, food and beverage tax, and several other taxes.
- Participated in thousands of city council, county board, and state agency meetings and made formal presentations on many public sector development and financial matters.
- Served in leadership roles with county and statewide municipal attorney organizations and bar associations.

City Management Experience

- City Manager of Joliet, Illinois - Chief Operating Officer of the 3rd largest City in the State of Illinois from March 2008 to November 2013.
- Managed police, fire, public works, utilities, and all other departments with an annual budget of \$280 million and reduced and reorganized a workforce from 960 employees to 800 employees and consolidated several departments to build efficiencies and cost savings into management structure. Negotiated and renegotiated collective bargaining agreements to restructure compensation schedules, health care contributions, work rules, and overtime reduction by 40%.
- Secured \$32 million grant and additional funding for the development of a multimodal transportation center in downtown Joliet to combine all forms of public transportation into one facility and managed the procurement process to plan and build the facility. Negotiated and managed the development of a 4,000-acre, \$2 billion intermodal project to make Joliet the "world's largest inland port" for the creation of import-export complex for containerized goods and products.
- Initiated technology changes and website redevelopment to increase public access to local government services and information and resulted in workforce reduction through use of technology.

- Renegotiated waste management contract to secure 90,000 96-gallon waste and recycling containers without charge to the city or residents, thereby increasing recycling rates by 40% and improving cleanliness of city. Promoted intergovernmental projects and relationships and oversaw water supply and wastewater treatment improvements including financing for multi-million-dollar projects.
- Negotiated sales tax and hotel tax rebate agreement to attract a hotel conference center to Joliet as well as other sales tax generating businesses including car dealerships and restaurants and worked to attract multi-million-dollar investments by two educational institutions in downtown Joliet.
- Served in leadership roles with statewide municipal management and local government organizations and made presentations on government issues and served as chief spokesperson with Joliet and Chicago media outlets including regular appearances on local radio.

Professional Career Timeline

- Of Counsel with Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul (Bradenton) (2018 to present)
- City Attorney, City of Lockport, Illinois (December 2014 to June 2017)
- Circuit Judge, 12th Judicial Circuit, Will County, Illinois (January 2014 to December 2014) – Served as the presiding judge of the Mortgage Foreclosure Call
- City Manager of City of Joliet (March 2008 to November 2013)
- Regional Counsel for Harrah's Operating Company, Inc., and Horseshoe Gaming Holding Company (December 2002 to March 2008)
- Circuit Judge, 12th Judicial Circuit, Will County, Illinois (November 2001 to November 2002) - Served as the presiding judge in Will County Juvenile Court and Juvenile Drug Court
- City Attorney of City of Naperville, IL (August 1999 to November 2001)
- Corporation Counsel of City of Joliet, IL (Sept. 1986 to Aug. 1999) and Assistant Corporation Counsel of Joliet (November 1981 to September 1986)
- Village Attorney for Village of Olympia Fields, IL (June 1990 to Dec. 1999)
- Private Law Practice in Joliet, IL and Chicago (November 1989 to November 2001)
- Law Clerk for Hon. Robert H. Staton, Indiana Court of Appeals, Indianapolis, IN. (July 1980 to November 1981)

Education

- Valparaiso University School of Law (J.D. 1980)
- University of Notre Dame (B.A. in Government 1977)

DYE HARRISON

Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC

A FULL SERVICE LAW FIRM SINCE 1920

Joseph B. Battaglia
David K. Deitrich[†]
James D. Dye[†]
Stephen R. Dye
G. Joseph Harrison
Thomas W. Harrison
W. Nelson Kirkland
Patricia A. Petruff[†]
Charles J. Pratt, Jr.
Alexander A. Stewart
Alexandra St. Paul
Thomas A. Thanas[†]

[†]Of Counsel

[†]Board Certified: City, County And Local Government Law



1206 Manatee Avenue West
Bradenton, Florida 34205-7518

Phone: (941) 746-1167

(941) 748-4411

Fax: (941) 747-0583

www.dyeharrison.com

Please Reply to:
1206 Manatee Avenue West
Bradenton, FL 34205-7518

Email: tthanas@dyeharrison.com

SPECIAL ADMINISTRATIVE LAW JUDGE CERTIFICATION

AND

COMPLIANCE WITH MODEL CODE OF JUDICIAL CONDUCT FOR

STATE ADMINISTRATIVE LAW JUDGES

Thomas A. Thanas is a recent graduate of a course entitled "Best Practices for Administrative Law Judges" conducted by the National Judicial College. A copy of the certificate of completion is attached. The course focused on administrative decision making, ruling on evidentiary objections, avoiding implicit biases in hearing cases, and ethical consideration for administrative law judges.

The American Bar Association is considering approval of the Model Code for Judicial Conduct for State Administrative Law Judges. A copy of the proposed model code is attached. Even though the model code has not received final approval yet, Thomas A. Thanas is committed to conducting all Special Magistrate hearings in compliance with the model code and will conduct himself in compliance with the code.



Making the world a more just place by educating and inspiring its judiciary

This certificate is awarded to

Thomas A. Thanas

Participant

**In recognition of faithful completion of
Best Practices for Administrative Law Judges**



In witness whereof this certificate has been signed by the Chair of the Board of Trustees and the President of The National Judicial College at the University of Nevada, Reno.

July 26, 2019

Sandra Yamata
Sandra S. Yamata, Esq., NJC Board of Trustees Chair

Ben Z. Aldard
Ben Z. Aldard, NJC President

AMERICAN BAR ASSOCIATION
A MODEL CODE OF JUDICIAL CONDUCT
FOR STATE ADMINISTRATIVE LAW JUDGES

(August 2018)

Most of the text herein is based on the 2007 American Bar Association Model Code of Judicial Conduct which was approved by the House of Delegates of the American Bar Association and represents the policy of the American Bar Association. Please bear in mind that modifications to address the functions of administrative law judges have not been approved by the House and, thus, are not yet the policy of the American Bar Association.

Copyright 2018 American Bar Association

AMERICAN BAR ASSOCIATION

MODEL CODE OF JUDICIAL CONDUCT FOR STATE ADMINISTRATIVE LAW JUDGES

PREAMBLE

The Model Code of Judicial Conduct for State Administrative Law Judges (hereinafter "Model Code") is intended to establish basic ethical standards for administrative law judges or any other hearing officials, whatever their title, in any state. The Code is intended to govern the conduct of these administrative law judges (hereinafter "ALJs") and to provide guidance to assist administrative law judges in establishing and maintaining high standards of judicial and personal conduct. This Code is based upon the Model Code of Judicial Conduct as adopted by the ABA in 2007.

The text of the rules under the canons is intended to be authoritative and enforceable. The commentary, by explanation and example, provides guidance with respect to the purpose and meaning of the rules. The commentary is not intended as a statement of additional rules. When the text uses shall or shall not, it is intended to impose binding obligations, the violation of which can result in disciplinary action. When should or should not is used, the text is a statement of what is or is not appropriate conduct, but not as a binding rule under which a judge may be disciplined. When "may" is used, it denotes permissible discretion or, depending on the context, it refers to action that is not covered by specific proscriptions.

The terms administrative law judge or judge are intended to include all hearing officers, referees, trial examiners or any other person holding office to whom the authority to conduct an administrative adjudication has been delegated by the agency or by the governmental entity, or by statute and who exercises independent and impartial judgment in conducting hearings and in issuing initial or final decisions containing findings of fact and conclusions of law in accordance with the applicable statutes or agency rules and without *ex parte* communication or instruction as proscribed in Canon Rule 2.9. Such decisions should be binding on all parties to the action, including the agency, unless modified or reversed by the agency as authorized by law. An administrative law judge should be removable for good cause.

The canons and rules thereunder are rules of reason. They should be applied consistently with constitutional requirements, statutes, administrative rules, and decisional law and in the context of all relevant circumstances. The Code is to be construed so as not to impinge on the essential independence of judges in making judicial decisions.

The code is designed to provide guidance to an ALJ and to provide a structure for regulating conduct. However, it is not intended, that every transgression will result in disciplinary action. Whether disciplinary action is appropriate, and the degree of discipline to be imposed, should be determined through a reasonable and reasoned application of the text and should depend on such factors as the seriousness of the transgression,

whether there is a pattern of improper activity, and the effect of the improper activity on others or on the administrative law system. The Code is not designed or intended as a basis for civil liability or criminal prosecution. Furthermore, the purpose of the code would be subverted if the Code were invoked by lawyers for mere tactical advantage in a proceeding.

CANON I

AN ADMINISTRATIVE LAW JUDGE SHALL UPHOLD AND PROMOTE THE INDEPENDENCE, INTEGRITY, AND IMPARTIALITY OF THE ADMINISTRATIVE LAW JUDICIARY AND AVOID THE APPEARANCE OF IMPROPRIETY.

Rule 1.1: Compliance with the Law

An ALJ shall comply with the law, including the Code of Conduct for Administrative Law Judges.

Comment

None.

Rule 1.2: Promoting Confidence in the Administrative Law Judiciary

An ALJ shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the administrative law judiciary, and shall avoid impropriety and the appearance of impropriety.

Comment

[1] An independent and honorable administrative law judiciary is indispensable to justice in our society. An ALJ should participate in establishing, maintaining, and enforcing high standards of conduct and shall personally observe those standards so that the integrity and independence of the administrative law judiciary is preserved. The provisions of this code shall be construed and applied to further that objective.

[2] Deference to the judgments and rulings in administrative proceedings depends upon public confidence in the integrity and independence of ALJs. The integrity and independence of ALJs depends in turn upon their acting without fear or favor. Although ALJs should be independent, they must comply with the law, including the provisions of this Code. Public confidence in the impartiality of the administrative law judiciary is maintained by the adherence of each ALJ to this responsibility. Conversely, violation of this code diminishes public confidence in the administrative law judiciary and thereby does injury to our system of government.

Rule 1.3: Avoiding Abuse of Prestige of Judicial Office

An administrative law judge shall not abuse the prestige of office to advance the personal or economic interests of the judge or others, or allow others to do so.

Comment

[1] It is improper for an ALJ to use or attempt to use their position to gain personal advantage or deferential treatment of any kind. For example, an ALJ must not use judicial letterhead to gain an advantage in conducting their personal business.

[2] A judge may provide a reference or recommendation for an individual based upon the ALJ's personal knowledge, using official letterhead if there is no likelihood that the use of the letterhead would reasonably be perceived as an attempt to exert pressure by reason of the judicial office.

[3] Special considerations arise when ALJs write or contribute to publications of for-profit entities, whether related or unrelated to the law. An ALJ should not permit anyone associated with the publication of such materials to exploit the ALJ's office in a manner that violates this Rule or other applicable law. The ALJ should retain sufficient control over the advertising to avoid such exploitation.

CANON 2

**AN ADMINISTRATIVE LAW JUDGE SHALL PERFORM THE DUTIES OF OFFICE
IMPARTIALLY, COMPETENTLY, AND DILIGENTLY.**

Rule 2.1: Giving Precedence to the Duties of Office

The duties of office, as prescribed by law, shall take precedence over all of an ALJ's personal and extrajudicial activities.

Comment

[1] To ensure that ALJ's are available to fulfill their judicial duties, ALJ's must conduct their personal and extrajudicial activities to minimize the risk of conflicts that would result in frequent disqualification. See Canon 3.

[2] Although it is not a duty of office unless prescribed by law, ALJs are encouraged to participate in activities that promote public understanding of and confidence in the administrative justice system.

Rule 2.2: Impartiality and Fairness

An ALJ shall uphold and apply the law and shall perform all duties of office fairly and impartially.

Comment

[1] To ensure impartiality and fairness to all parties, an ALJ must be objective and open-minded.

[2] Although each ALJ comes to the bench with a unique background and personal philosophy, a judge must interpret and apply the law without regard to whether the ALJ approves or disapproves of the law in question.

[3] When applying and interpreting the law, a judge sometimes may make good-faith errors of fact or law. Errors of this kind do not violate this Rule.

[4] It is not a violation of this Rule for an ALJ to make reasonable accommodations to ensure self-represented litigants are afforded the opportunity to have their matters fairly heard.

Rule 2.3: Bias, Prejudice and Harassment

(A) An ALJ shall perform the duties of office, including administrative duties, without bias or prejudice.

(B) An ALJ shall not, in the performance of official duties, by words or conduct manifest bias or prejudice, or engage in harassment based upon race, sex, gender identity, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation, and shall not permit support staff, or others subject to the ALJ's direction and control to do so.

(C) An ALJ shall require lawyers in proceedings before the ALJ to refrain from manifesting bias or prejudice, or engaging in harassment, based on attributes or factors enumerated in (B) above, against parties, witnesses, lawyers, or others.

Comment

[1] An ALJ who manifests bias or prejudice impairs the fairness of proceedings and brings the administrative judiciary into disrepute.

[2] Examples of manifestations of bias or prejudice include but are not limited to epithets; slurs; demeaning nicknames; negative stereotyping; attempted humor based on stereotypes; threatening; intimidating; or hostile acts; suggestions of connections between race, ethnicity, or nationality and crime; and irrelevant references to personal

characteristics. Even facial expressions and body language can convey to parties and lawyers, the media, and others an appearance of bias or prejudice. An ALJ must avoid conduct that may reasonably be perceived as prejudiced or biased.

[3] Harassment, as referred to in paragraphs (B) and (C) is verbal or physical conduct that denigrates or shows hostility or aversion toward a person on bases such as the factors enumerated in (2) above.

[4] Sexual harassment includes but is not limited to sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that is unwelcome.

Rule 2.4: External Influences on Judicial Conduct

(A) An ALJ shall not be swayed by public clamor or fear of criticism.

(B) An ALJ shall not permit family, social, political, financial, or other interests or relationships to influence the ALJ's judicial conduct or judgment.

(C) An ALJ shall not convey or permit others to convey the impression that any person or organization is in a position to influence the ALJ.

Comment

An independent administrative law judiciary requires that judges decide cases according to the law and facts, without regard to whether particular laws or litigants are popular or unpopular. Confidence in the administrative law judiciary is eroded if decision making is perceived to be subject to inappropriate outside influences.

Rule 2.5 Competence, Diligence, and Cooperation

(A) An ALJ shall perform judicial and administrative duties competently and diligently.

(B) An ALJ shall cooperate with other ALJs, legal professionals and other officials in the administration of official business.

Comment

[1] Competence in the performance of judicial duties requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary to perform judicial responsibilities.

[2] An ALJ should seek the necessary docket time and resources to discharge all adjudicative and administrative responsibilities.

[3] Prompt disposition of the ALJ's business requires the ALJ to devote adequate time to judicial duties, to be punctual in attending hearings and expeditious in determining matters, and to take reasonable measures to ensure that staff, litigants, and their lawyers or lay representatives cooperate with the ALJ to that end.

[4] In disposing of matters promptly, an ALJ must demonstrate due regard for the rights of the parties to be heard and to have issues resolved without unnecessary cost or delay. An ALJ should monitor and supervise cases in ways that reduce or eliminate dilatory practices, avoidable delays, and unnecessary costs. Attention to prompt resolution of the ALJ's docket, and issuing decisions without undue delay, is critical to the effectiveness and efficiency of administrative justice organizations. To quote William Penn, "To delay Justice is Injustice."

Rule 2.6: Ensuring the Right to Be Heard

(A) An ALJ shall accord to every person who has a legal interest in a proceeding, or that person's lawyer or lay representative, the right to be heard according to law.

(B) An ALJ may encourage parties to a proceeding and their lawyers to settle matters in dispute but shall not act in a manner that coerces any party into settlement.

Comment

None.

Rule 2.7 Responsibility to Decide

An ALJ shall hear and decide matters assigned to the ALJ, except where disqualification is required by Rule 2.11 or other law.

Comment

None.

Rule 2.8: Decorum and Demeanor

(A) An ALJ shall require order and decorum in proceedings before the ALJ.

(B) An ALJ shall be patient, dignified, and courteous to litigants, witnesses, lawyers, staff and others with whom the ALJ deals in an official capacity, and shall require similar conduct of lawyers, staff, officials, and others subject to the ALJ's direction and control.

Comment

None.

Rule 2.9: Ex Parte Communications

(A) An ALJ shall not initiate, permit, or consider ex parte communications, or consider other communications made to the ALJ outside the presence of the parties or their lawyers, concerning a pending or impending matter, including communications from an agency/litigant, except as follows:

(1) When circumstances require it, ex parte communication for scheduling, administrative, or emergency purposes, which does not address substantive matters, is permitted, provided:

(a) the ALJ reasonably believes that no party will gain a procedural, substantive or tactical advantage as a result of the ex parte communication; and,

(b) the ALJ makes provision to promptly notify all other parties of the substance of the ex parte communication, and gives the parties an opportunity to respond.

(2) An ALJ may obtain the written advice of a disinterested expert on the law applicable to a proceeding before the ALJ, if the ALJ gives advance notice to the parties of the person to be consulted and the subject matter of the advice to be solicited, and affords the parties a reasonable opportunity to object and respond to the notice and to the advice received.

(3) An ALJ may consult with staff and officials whose functions are to aid the ALJ in carrying out the ALJ's adjudicative responsibilities (this excludes agency personnel with regard to a pending or impending matter before the ALJ), or with other ALJs or Law Clerks under the direction and control of the ALJ, provided the ALJ makes reasonable efforts to avoid receiving factual information that is not part of the record, and does not abrogate the responsibility to personally decide the matter.

(4) An ALJ may, with the consent of the parties, confer separately with the parties and their lawyers in an effort to settle some issues pending before the ALJ.

(5) An ALJ may initiate, permit, or consider any ex parte communications when expressly authorized by law to do so.

(B) If an ALJ inadvertently receives an unauthorized ex parte communication bearing upon the substance of a matter, the ALJ shall make provision promptly to notify the parties of the substance of the communication and provide the parties with an opportunity to respond.

(C) An ALJ shall not investigate facts in a matter independently, and shall consider only the evidence presented and any facts that may properly be subject to administrative notice. This prohibition includes independent internet research.

(D) An ALJ shall make reasonable efforts, including providing appropriate supervision, to ensure that this Rule is not violated by staff, law clerks, and others subject to the ALJ's direction and control.

Comment

None.

Rule 2.10: Statements on Pending and Impending Cases

(A) An ALJ shall not make any public statement that might reasonably be expected to affect the outcome or impair the fairness of a matter pending or impending in any tribunal, or make any non-public statement that might substantially interfere with a fair hearing.

(B) An ALJ shall not, in connection with cases, controversies, or issues that are likely to come before the ALJ, make pledges, promises, or commitments that are inconsistent with the impartial performance of the adjudicative duties of office.

(C) An ALJ shall require staff and others subject to the ALJ's direction and control to refrain from making statements that the ALJ would be prohibited from making by paragraph (A) and (B).

(D) Notwithstanding the restrictions in paragraph (A), an ALJ may make public statements in the course of performing their official duties, may explain tribunal procedures, and may comment on any proceeding in which the ALJ is a litigant in a personal capacity.

(E) Subject to the requirements of paragraph (A), an ALJ may respond directly or through a third party to allegations in the media or elsewhere concerning the ALJ's conduct in a matter.

Comment

None.

Rule 2.11: Disqualification

(A) An ALJ shall disqualify himself or herself in any proceeding in which the ALJ's impartiality might reasonably be questioned, including but not limited to the following circumstances:

(1) The ALJ has a personal bias or prejudice concerning a party or party's lawyer, or personal knowledge of facts that are in dispute in the proceeding.

(2) The ALJ knows that the ALJ, the ALJ's spouse or domestic partner, or a person within the third degree of relationship to either of them, or the spouse or domestic partner of such person is:

(a) a party to the proceeding, or an officer, director, general partner, major shareholder, managing member, or trustee of a party;

(b) acting as a lawyer in the proceeding;

(c) a person who has more than a de minimis interest that could be substantially affected by the proceeding; or,

(d) likely to be a material witness in the proceeding.

(3) The ALJ knows that they, individually or as a fiduciary, or the ALJ's spouse, domestic partner, parent or child, or any other member of the ALJ's family residing in the ALJ's household, has an economic interest in the subject matter in controversy or in a party to the proceeding.

(4) The ALJ has made a public statement, other than in a tribunal proceeding, adjudicative decision, or adjudicative opinion, that commits or appears to commit the ALJ to reach a particular result or rule in a particular way in the proceeding or controversy.

(5) The ALJ:

(a) served as a lawyer in the matter in controversy, or was associated with a lawyer who participated substantially as a lawyer in the matter during such association;

(b) served in government employment, and in such capacity participated personally and substantially as a lawyer or public official concerning the proceeding, or has publicly expressed an opinion concerning the merits of the particular matter in controversy;

(c) was a material witness concerning the matter; or

(d) previously presided as an ALJ or judge over the matter in another tribunal or court.

(B) An ALJ shall keep informed about the ALJ's personal and fiduciary economic interests, and make reasonable effort to keep informed about the personal economic interests of the ALJ's spouse or domestic partner and minor children residing in the ALJ's household.

(C) An ALJ subject to disqualification under this Rule, other than for bias or prejudice under paragraph (A)(1), may disclose on the record the basis of the ALJ's disqualification and may ask the parties and their lawyers to consider, outside the presence of the ALJ and staff, whether to waive disqualification. If, following the disclosure, the parties and lawyers agree, without participation by the ALJ or staff, that the ALJ should not be disqualified, the ALJ may participate in the proceeding. The agreement should be incorporated into the record of the proceeding.

Comment

None.

Rule 2.12: Supervisory Duties

(A) An ALJ shall require staff and others subject to the ALJ's direction and control to act in a manner consistent with the ALJ's obligations under this Code.

(B) An ALJ with supervisory authority for the performance of other ALJs shall take reasonable measures to ensure that those ALJs properly discharge their adjudicative responsibilities, including the prompt disposition of matters before them.

Comment

[1] A judge is responsible for their own conduct and for the conduct of others, such as staff, when those persons are acting at the judge's direction or control. A judge may not direct court personnel to engage in conduct on the judge's behalf or as the judge's representative when such conduct would violate the Code if undertaken by the judge.

[2] Public confidence in the judicial system depends upon timely justice. To promote the efficient administration of justice, a judge with supervisory authority must take the steps needed to ensure that judges under their supervision administer their workloads promptly.

[3] A supervisory ALJ should not interfere with the decisional independence of other ALJs. Reasonable docket control, case assignments, logistical matters and other administrative concerns are appropriate; provided, that these are done in an impartial manner and in no way operate to favor any particular outcome in any case.

Rule 2.13: Administrative Appointments

[Reserved]

Rule 2.14: Disability and Impairment

An ALJ having a reasonable belief that the performance of a lawyer or another ALJ is impaired by drugs or alcohol, or by a mental, emotional, or physical condition, shall take appropriate action, which may include a confidential referral to a lawyer or judicial assistance program.

Comment

None.

Rule 2.15: Responding to Judicial and Lawyer Misconduct

(A) An ALJ having knowledge that another ALJ has committed a violation of this Code that raises a substantial question regarding the ALJ's honesty, trustworthiness, or fitness as an ALJ in other respects shall inform the appropriate authority.

(B) An ALJ having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate authority.

(C) An ALJ who receives information indicating a substantial likelihood that another ALJ has committed a violation of this Code shall take appropriate action.

(D) An ALJ who receives information indicating that a lawyer has committed a violation of the Rules of Professional Conduct shall take appropriate action.

Comment

None.

Rule 2.16: Cooperation with Disciplinary Authorities

(A) An ALJ shall cooperate and be candid and honest with judicial and lawyer disciplinary and other official investigatory agencies, in a manner consistent with judicial confidentiality provisions provided by law.

(B) An ALJ shall not retaliate, directly or indirectly, against a person known or suspected to have assisted or cooperated with an investigation of the ALJ or a lawyer.

Comment

Cooperation with investigations and proceedings of judicial and lawyer disciplinary

agencies, as required in paragraph (A), instills confidence in ALJs' commitment to the integrity of the administrative law adjudication system and the protection of the public.

CANON 3

AN ADMINISTRATIVE LAW JUDGE SHALL CONDUCT PERSONAL AND EXTRA-JUDICIAL ACTIVITIES IN A MANNER THAT WILL MINIMIZE THE RISK OF CONFLICT WITH THE OBLIGATIONS OF THE ALJ'S OFFICE

Rule 3.1: Extrajudicial Activities in General

An ALJ may engage in extrajudicial activities, except as prohibited by law or this Code; however, when engaging in extrajudicial activities, an ALJ shall not:

- (A) Participate in activities that will interfere with the proper performance of the ALJ's judicial duties;
- (B) Participate in activities that will lead to frequent disqualification of the ALJ;
- (C) Participate in activities that would appear to a reasonable person to undermine the ALJ'S independence, integrity, or impartiality;
- (D) Engage in conduct that would appear to a reasonable person to be coercive; or
- (E) make use of court premises, staff, stationery, equipment, or other resources, except for incidental use for activities that concern the law, the legal system, or the administration of justice, or unless such additional use is permitted by law.

Comment

The actions, participation or engagements that are prohibited under this Rule include any such activity within the realm and use of social media.

Rule 3.2: Appearance before Governmental Agencies and Consultation with Government Officials

An ALJ shall not appear voluntarily at a public hearing before, or otherwise consult with, a legislative body or official, except:

- (A) In connection with matters concerning the law, the legal system, or the administration of justice;
- (B) In connection with matters about which the ALJ acquired knowledge or expertise in

the course of the ALJ's official duties; or

(C) When the ALJ is acting in a self-represented capacity involving the ALJ's legal or economic interests, or when the ALJ is acting in a fiduciary capacity.

Comment

None.

Rule 3.3: Testifying as a Character Witness

An ALJ shall not testify as a character witness in a judicial, administrative, or other adjudicatory proceeding or otherwise vouch for the character of a person in a legal proceeding, except when duly summoned.

Comment

An ALJ who, without being subpoenaed, testifies as a character witness abuses the prestige of the ALJ's office to advance the interests of another. See Rule 1.3. Except in unusual circumstances where the demands of justice require, an ALJ should discourage a party from requiring the ALJ to testify as a character witness.

Rule 3.4: Appointment to Governmental Positions

An ALJ shall not accept appointment to a governmental committee, board, commission, or other governmental position, unless such appointment does not conflict with the ALJ's official duties and there is no appearance of conflict, bias or prejudice concerning the ALJ's official position.

Comment

None.

Rule 3.5: Use of Nonpublic Information

An ALJ shall not intentionally disclose or use nonpublic information acquired in an official capacity for any purpose unrelated to the ALJ's adjudicative duties.

Comment

None.

Rule 3.6: Affiliation with Discriminatory Organizations

(A) An ALJ shall not hold membership in any organization that practices discrimination on the basis of race, sex, gender identity, religion, national origin, ethnicity, or sexual orientation.

(B) An ALJ shall not use the benefits or facilities of an organization if the ALJ knows or should know that the organization practices invidious discrimination or one or more of the bases identified in paragraph (A). An ALJ's attendance at an event or facility of an organization that the ALJ is not permitted to join is not a violation of this Rule when the ALJ's attendance is an isolated event that could not reasonably be perceived as an endorsement of the organization's practices.

Comment

None.

Rule 3.7: Participation in Educational, Religious, Charitable, Fraternal, or Civic Organizations and Activities

(A) Subject to the requirements of Rule 3.1, an ALJ may participate in activities sponsored by organizations or governmental entities concerned with the law, the legal system, or the administration of justice, and those sponsored by or on behalf of educational, religious, charitable, fraternal, or civic organizations not conducted for profit, including but not limited to the following activities:

- (1) assisting such an organization or entity in planning related to fund-raising, and participating in the management and investment of the organization's or entity's funds;
- (2) soliciting contributions for such an organization or entity, but only from members of the ALJ's family, or from ALJs over whom the ALJ does not exercise supervisory or appellate authority;
- (3) soliciting membership for such an organization or entity, even though the membership dues or fees generated may be used to support the objectives of the organization or entity, but only if the organization or entity is concerned with the law, the legal system, or the administration of justice;
- (4) appearing or speaking at, receiving an award or other recognition at, being featured on the program of, and permitting their title to be used in connection with an event of such an organization or entity, but if the event serves a fund-raising purpose, the ALJ may participate only if the event concerns the law, the legal system, or the administration of justice.

- (5) making recommendations to such a public or private fund-granting organization or entity in connection with its programs and activities, but only if the organization entity is concerned with the law, the legal system, or the administration of justice; and
- (6) serving as an officer, director, trustee, or non-legal advisor of such an organization or entity, unless it is likely that the organization or entity:
 - (a) will be engaged in proceedings that would ordinarily come before the ALJ; or
 - (b) will frequently be engaged in adversary proceedings in the tribunal of which the ALJ is a member, or in any tribunal subject to the appellate jurisdiction of the tribunal of which the ALJ is a member.

(B) An ALJ may encourage lawyers to provide pro bono public legal services.

Comment

None.

Rule 3.8: Appointments to Fiduciary Positions

An ALJ acting in a fiduciary capacity shall be subject to the same restrictions on engaging in financial activities that apply to an ALJ personally.

Comment

None.

Rule 3.9: Service as Arbitrator or Mediator

- (A) A full-time ALJ should not act as an arbitrator or a mediator or perform other judicial functions apart from the ALJ's official duties unless expressly authorized by law.
- (B) A part time ALJ shall not act as an arbitrator or a mediator or perform other judicial functions apart from their official duties as a part-time ALJ if their impartiality might reasonably be questioned because of such work.

Comment

None.

Rule 3.10: Practice of Law

If the law of the jurisdiction permits, an ALJ may have a non-conflicting practice of law (e.g., drafting wills) so long as the duties of the ALJ's office take precedence.

Comment

[1] In some jurisdictions, the compensation for ALJs is so low that well qualified individuals would not serve unless the ALJ could maintain a non-conflicting practice of law.

[2] Certain local governments hire ALJs on a contract basis with the expectation and understanding that the ALJ shall maintain a separate source of income such that the attorney performing ALJ duties is expected to earn income to support themselves through legal work outside their duties as an ALJ, as long as that work does not conflict or appear to conflict with their work as an ALJ.

[3] Rule 3.10 is optional and may be unacceptable in some jurisdictions.

Rule 3.11 Financial, Business, or Remunerative Activities

(A) An ALJ may hold and manage investments of the ALJ and members of the ALJ's family.

(B) An ALJ shall not serve as an officer, director, manager, general partner, advisor, or employee of any business entity except that an ALJ may manage or participate in:

- (1) a business closely held by the ALJ or members of the ALJ's family; or
- (2) a business entity primarily engaged in investment of the financial resources of the ALJ or members of the ALJ's family.

(C) An ALJ shall not engage in financial activities permitted under paragraphs (A) and (B) if they will:

- (1) interfere with the proper performance of judicial duties;
- (2) lead to frequent disqualification of the ALJ;
- (3) involve the ALJ in frequent transactions or continuing business relationships with lawyers or other persons likely to come before the tribunal on which the ALJ serves; or
- (4) result in violation of other provisions of this Code.

Comment

None.

Rule 3.12: Compensation for Extrajudicial Activities

An ALJ may accept reasonable compensation for extrajudicial activities permitted by this Code or other law unless such acceptance would appear to a reasonable person to undermine the ALJ's independence, integrity, or impartiality.

Comment

None.

Rule 3.13: Acceptance of Gifts, Loans, Bequests, Benefits, or Other Things of Value

(A) An ALJ shall not accept any gifts, loans, bequests, benefits, or other things of value, if acceptance is prohibited by law or would appear to a reasonable person to undermine the ALJ's independence, integrity, or impartiality.

(B) Unless otherwise prohibited by law or by paragraph (A), an ALJ may accept the following:

- (1) items with little intrinsic value, such as plaques, certificates, trophies, and greeting cards;
- (2) gifts, loans, bequests, benefits, or other things of value from friends, relatives, or other persons, including lawyers, whose appearance or interest in a proceeding pending or impending before the ALJ would in any event require disqualification of the ALJ under Rule 2.11;
- (3) ordinary social hospitality;
- (4) commercial or financial opportunities and benefits, including special pricing and discounts, and loans from lending institutions in their regular course of business, if the same opportunities and benefits or loans are made available on the same terms to similarly situated persons who are not ALJs or judges;
- (5) rewards and prizes given to competitors or participants in random drawings, contests, or other events that are open to persons who are not ALJs or judges;
- (6) scholarships, fellowships, and similar benefits or awards, if they are available to similarly situated persons who are not ALJs or judges, based upon the same terms and criteria;

(7) books, magazines, journals, audiovisual materials, and other resource materials supplied by publishers on a complimentary basis for official use; or

(8) gifts, awards, or benefits associated with the business, profession, or other separate activity of a spouse, a domestic partner, or other family member of an ALJ residing in the ALJ's household, but that incidentally benefit the ALJ.

(C) Unless otherwise prohibited by law or by paragraph (A), an ALJ may accept the following items:

(1) gifts incidental to a public testimonial;

(2) invitations to the ALJ and the ALJ's spouse, domestic partner, or guest to attend without charge;

(a) an event associated with a bar-related function or other activity relating to the law, the legal system, or the administration of justice; or

b) an event associated with the ALJ's educational, religious, charitable, fraternal or civic activities permitted by this Code, if the same invitation is offered to non-ALJs and non-judges who are engaged in similar ways in the activity as is the ALJ.

Comment

None

Rule 3.14: Reimbursement of Expenses and Waivers of Fees or Charges

(A) Unless otherwise prohibited by Rules 3.1 and 3.13 (A) or other law, an ALJ may accept reimbursement, if necessary, and reasonable expenses for travel, food, lodging, or other incidental expenses, or a waiver or partial waiver of fees or charges for registration, tuition, and similar items, from sources other than the ALJ's employing entity, if the expenses or charges are associated with the ALJ's participation in extrajudicial activities permitted by this Code.

(B) Reimbursement of expenses for necessary travel, food, lodging, or other incidental expenses shall be limited to the actual costs reasonably incurred by the ALJ and, when appropriate to the occasion, by the ALJ's spouse, domestic partner, or guest.

Comment

None

Rule 3.15: Reporting Requirements

[Reserved]

CANON 4

AN ADMINISTRATIVE LAW JUDGE SHALL NOT ENGAGE IN POLITICAL OR CAMPAIGN ACTIVITY THAT IS INCONSISTENT WITH THE INDEPENDENCE, INTEGRITY, OR IMPARTIALITY OF THE ADMINISTRATIVE LAW JUDICIARY

Rule 4.1 Political and Campaign Activities of ALJs in General

- (A) Except as permitted by law or by Rules 4.2 and 4.4, an ALJ shall not:
- (1) act as a leader in, or hold office in, a political organization;
 - (2) make speeches on behalf of a political organization;
 - (4) publicly endorse or oppose a candidate for any partisan public office;
 - (4) publicly identify himself or herself as a candidate of a political organization;
 - (5) seek, accept, or use endorsements from a political organization;
 - (6) knowingly, or with reckless disregard of the truth, make any false or misleading statement;
 - (7) make any statement that would reasonably be expected to affect the outcome or impair the fairness of a matter pending or impending in any tribunal; or
 - (8) in connection with cases, controversies, or issues that are likely to come before the tribunal, make pledges, promises, or commitments that are inconsistent with the impartial performance of the adjudicative duties of office.
- (B) An ALJ shall take reasonable measures to ensure that other persons do not undertake, on behalf of the ALJ, any activities prohibited under paragraph (A).

Comment

[1] Certain portions of this Rule may be too stringent in local jurisdictions where an ALJ is hired through contract; therefore, some provisions may be considered optional.

Rule 4.2: Political and Campaign Activities of ALJs in Public Elections

[Reserved]

Rule 4.3: Candidates for Appointive ALJ Positions

A candidate for appointment to an ALJ position may:

- (A) Communicate with the appointing or confirming authority, including any selection, screening, or nominating commission or similar organization and
- (B) Seek endorsements for the appointment from any person or organization other than a partisan political organization.

Comment

None.

Rule 4.4: Campaign Committees

[Reserved]

Rule 4.5: Activities of ALJs Who Become Candidates for Nonjudicial Office

- (A) Upon becoming a candidate for a non-judicial elective office, an ALJ shall resign from the ALJ office, unless permitted by law to continue to hold the ALJ office.
- (B) Upon becoming a candidate for a non-judicial appointive office, an ALJ is not required to resign as an ALJ, provided that the ALJ complies with the other provisions of this Code.

Comment

None

EFFECTIVE DATE OF COMPLIANCE

A person to whom this Code becomes applicable should arrange their affairs as soon as reasonably possible to comply with it.

WAUGH LAW, P.A.

ATTORNEYS AT LAW

PHONE: 321-800-6008
FAX: 844-206-0245
WAUGHPA.COM

CHRISTIAN W. WAUGH
MORGAN FAYOCAVITZ
EMAIL: CWAUGH@WAUGHPA.COM

August 12, 2019

Via UPS

Office of the City Clerk
St. Pete Beach City Hall
155 Corey Avenue
St. Pete Beach, FL 33706

RE: Christian Waugh's Response to RFQ – Special Magistrate Services

To Whom It May Concern:

My name is Christian Waugh and I am an attorney who has the qualifications and experience to serve as a Special Magistrate for the City of St. Pete Beach. I love St. Pete Beach and would enjoy the opportunity to perform this service for the City. Please let this package serve as fully responsive to the Request for Qualifications issued by the City for Special Magistrate Services.

In this package, I have included the following sections:

1. Resume.
2. Statement of Local Availability and Proposed Fee Schedule.
3. Similar Agreement List.
4. References.
5. Certificate of Insurance.

I will further address my qualifications and experience in this cover letter.

Since March 2017, I have served as an alternate Special Master for Citrus County, Florida. In this capacity, I preside over quasi-judicial hearings in Citrus County for county code enforcement, addressing several chapters of the Citrus County Code of Ordinances, though most notably Chapter 20. As an alternate, however, I only serve when the main Special Master is unavailable. This means I preside over about 3 hearings per year. Yes, I would resign from this position immediately upon being appointed by the City of St. Pete Beach in order to fully comply with the prohibition of section 5(a), Article II, Florida Constitution from dual office-holding.

In January 2018, I was appointed as an Assistant Town Attorney for the Town of Hilliard, Florida and in December 2018, I became the sole Town Attorney. In that capacity, I attend all meetings of the Town Council and the Planning & Zoning Board, and also draft, write, and advise upon all matters relating to the Land Development Code. I also advise the Town's code enforcement on its responsibilities.

Orlando office
321 N. Crystal Lake Drive, Ste. 207
Orlando, FL 32803
(Primary Office)

The Villages office
561 Fieldcrest Drive
The Villages, FL 32162
(By Appointment Only)

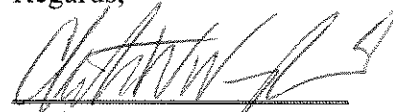
Waugh Response to St. Pete Beach RFQ
RE: Special Magistrate
August 12, 2019

From 2011-13, I was an associate attorney at Gilligan, Gooding & Franjola in Ocala, Florida. Pat Gilligan, the first named partner, was and remains the City Attorney for Ocala, Florida. As a result, I performed a large amount of city work, including drafting ordinances and memos relating to the land development code and code enforcement.

I hope that these qualifications suggest a dedication to serving municipalities and local government units. This is the work I enjoy the most. But more than that, I take pride in considering the text of the code and applying it as it is. As a result of my dedication and pride, I do not and would not charge for travel time, printing, paralegal, or any other expenses beyond my actual time preparing for, serving at, and reviewing and executing orders for actual code enforcement hearings.

I would enjoy the opportunity to work with the City of St. Pete Beach and I hope you will consider the rest of this package responsive to your RFQ.

Regards,


Christian W. Waugh

EXPERIENCE

Shareholder and Attorney, Waugh Law (Orlando and The Villages, Florida) 2013 - Now

- Practice Areas: Civil Litigation, Real Estate, Estate Planning, Appellate, Government
- Representative Clients: Lloyd's of London, CenterState Bank, N.A., Town of Hilliard, many title companies

Associate Attorney, Gonzalo R. Dorta, PA (Coral Gables, Florida) 2013

- Practice Areas: Civil Litigation, Appellate
- Specific Description: Manage litigation efforts in several complex commercial lawsuits, including drafting pleadings, motions, and client interaction, while also serving as lead attorney on other probate, real estate, and wrongful death cases.

Associate Attorney, Gilligan, Gooding & Franjola, PA (Ocala, Florida) 2011-13

- Practice Areas: Civil Litigation, Real Estate, Government and Municipal Law
- Specific Description: Litigate corporate and contractual disputes, practice land use and real estate, while also representing the City of Ocala for employment, family, airport, police, eminent domain, and utilities law

Assistant State Attorney, Office of State Attorney – 9th Judicial Circuit (Orlando, Florida) 2010-11

- Practice Area: Criminal
- Achievements: Obtained over 100 DUI convictions, 1300+ other convictions; 25 jury trials (17 convictions).

ADMISSIONS

State	Federal
• Florida • Oklahoma (2016-18, <i>pro hac vice</i>)	• U.S. District Court – Colorado • U.S. District Court – Florida – Middle District • U.S. District Court – Florida – Northern District • U.S. District Court – Florida – Southern District • U.S. District Court – Texas – Northern District • U.S. District Court – Texas – Eastern District • U.S. Court of Appeals – Eleventh Circuit • Supreme Court of the United States

GOVERNMENT APPOINTMENTS

Town Attorney, Town of Hilliard, Florida 2018-Now

Appointed by the Town of Hilliard, Florida to serve as the Town Attorney for Hilliard, Florida, drafting ordinances, code revisions, and otherwise providing all necessary legal counsel

2017-Now

Special Master, Citrus County, Florida

Appointed by Citrus County Board of County Commissioners in March 2017 to preside over hearings regarding violations of zoning and property ordinances.

2012-16

Vice Chair and Commissioner, Fifth Judicial Circuit Nominating Commission

Appointed by Governor Rick Scott to nominate candidates for judicial vacancies in the Fifth Judicial Circuit including Lake, Marion, Hernando, Citrus, and Sumter Counties.

2011-12

Commissioner, Charter Review Commission, Orange County, Florida

Reviewed county charter for mistakes and determined ballot questions for Orange County residents.

LEADERSHIP AND SKILLS

Community Involvement

- | | |
|--|----------|
| • Member, Federal Bar Association (Orlando Chapter) | 2016-Now |
| • Member, Real Property, Probate & Trust Law Section, Florida Bar | 2014-Now |
| • Member, Holy Trinity Greek Orthodox Church | 2014-Now |
| • President, University of Florida University Economics Society Alumni | 2013-Now |
| • Vice President, St. Mark Greek Orthodox Church | 2012-13 |

Languages

- **Bahasa Indonesia:** Advanced oral and written proficiency. Two and a half years of study; intensive study in Indonesia.
- **Spanish:** Advanced reading proficiency, very rusty Intermediate oral proficiency. Five years of study.
- **Mandarin Chinese:** Junior oral and written proficiency. Three and a half years of study.

EDUCATION

M.A., University of Florida (International Business)

2008-09

- Studied abroad at The Chinese University of Hong Kong as MBA student specializing in Mergers & Acquisitions.
- Finalist in 2009 Booz & Co. Social Venture Challenge and 2009 CEIBS BGRC Corporate Social Responsibility Essay Contest.

J.D., University of Florida (International Business)

2005-08

- Studied abroad at Universitas Gadjah Mada in Yogyakarta, Indonesia.
- Awards: Book Awards in Intellectual Property Licensing, Mergers & Acquisitions, Family Law Economics, Pro Bono Certificate
- Competed in Willem C. Vis Moot Court competition in Vienna, Austria for International Commercial Arbitration

REPORTED DECISIONS

Rittirucksa v. Barrette, 2018 WL 4935520 (Fla. 5th DCA Oct. 12, 2018)

Village Inn Bar & Grill v. Brown, 2017 Fla. App. LEXIS 4436 (Fla. 5th DCA 2017)

Bartek v. State, 198 So. 3d 1009 (Fla. 5th DCA 2016) *rev. denied* 2017 Fla. LEXIS 121 (Fla. 2017)

MetroPCS Communs., Inc. v. Porter, 114 So. 3d 348 (Fla. 3d DCA 2013)

Statement of Local Availability

I am available on any Mondays for hearings, as currently scheduled, and would clear my schedule to ensure such availability in the future. I have never missed a Town Council or Special Master hearing at which my attendance was required. Hilliard is 3 hours away by drive and Lecanto in Citrus County is 2, so my commitment is serious. Furthermore, I believe such meeting dates are ironclad. I currently have several cases in Pinellas County, and recently had some high-profile cases there, so I am familiar with and enjoy working in the Bay Area.

My degree of accessibility is high. I have two staff members in my office who may be available to assist and my cell phone is always on and available for text or calls. I control my own schedule and believe that public service, such as being a Special Magistrate, is a top priority.

My main offices are in Orlando and The Villages, but if appointed a Special Magistrate, I would acquire a new office in the St. Pete Beach / St. Petersburg area to ensure that Mondays especially (or other days that the City requires for hearings) I work from the St. Pete Beach vicinity.

Proposed Fee Schedule

I would charge \$135 per hour as a Special Magistrate. Billable time would be time spent preparing for hearings, attending and presiding at hearings, as well as reviewing and/or drafting orders. However, I would not bill for travel time, printing, gas, or any other type of expense for the job.

Similar Agreements

1. Citrus County – Alternate Special Master.
 - Contract Duration: 1 year, may be renewed.
 - Fee Rate: \$135 per hour.
 - Expenses: I do not charge for any expenses.

2. Town of Hilliard – Town of Hilliard.
 - Contract Duration: Indefinite.
 - Fee Rate: \$150 per hour.
 - Expenses: I do not charge for any expenses.

References

- 1 Citrus County Code Compliance Director Scott McKinney
3600 W. Sovereign Path, Suite 147
Lecanto, FL 34461
Phone: 352-527-5350
scott.mckinney@citrusbocc.com
- 2 Town of Hilliard Clerk Lisa Purvis
15859 West CR 108
Hilliard, FL 32046
Phone: 904-675-9513
lpurvis@townofhilliard.com
- 3 The Honorable Diego M. Madrigal, III
Circuit Judge
Osceola County Courthouse
Phone: 407-742-2556



CERTIFICATE OF INSURANCE

This Certificate does not amend, extend or alter the coverage afforded by the policy.

This is to certify that the policy of insurance shown below has been issued and is in force at this time.

NAMED INSURED AND ADDRESS:

Waugh Law, P.A.
321 North Crystal Lake Drive, Suite 207
Orlando, FL 32803

TYPE OF INSURANCE: LAWYERS PROFESSIONAL LIABILITY

POLICY NUMBER: 91508

POLICY TERM: 07/06/2019 to 07/06/2020

LIABILITY LIMITS: \$1,000,000 per claim
\$2,000,000 total limit

CANCELLATION: Should the above-described policy be canceled before the expiration date thereof, the issuing Company will endeavor to mail 30 days written notice to the below named Certificate Holder, but failure to mail such notice shall impose NO obligation or liability of any kind upon the Company, its agents or representatives.

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.

July 12, 2019
DATE OF ISSUE


AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2019

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

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

PRODUCER Southern Financial Insurance Group 2750 Chancellorsville Dr Tallahassee FL 32312	CONTACT NAME: Chris St John PHONE (A/C, No, Ext): (407) 277-0588 E-MAIL ADDRESS: chris@southernfig.com FAX (A/C, No): (888) 215-6450
INSURED Waugh Law, PA 321 N Crystal Lake Ave Ste 207 & 208 Orlando FL 32803	INSURER(S) AFFORDING COVERAGE INSURER A: Guard INSURER B: NorGUARD INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 19/20 Master COI**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			WABP017381	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			WABP017381	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WAWC017605	05/01/2019	05/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

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

AUTHORIZED REPRESENTATIVE

CITY OF ST. PETE BEACH
RFQ - SPECIAL MAGISTRATE SERVICES
Bid Opening Date: August 16, 2019
Bid Tabulation

Name	Firm	Contact Information	Email	Hourly Rate
Mayer, Maria	Maria Change Mayer	4500 North Jefferson Avenue Miami Beach, FL 33140 305.790.8963	unk	\$325.00
Nash, Norm	DSK Law	332 North Magnolia Avenue Orlando, FL 32801 407.422.2454	nnash@dsklaw.com	\$155.00
Thanas, Thomas A.	Dye, Harrison, et.al.	1206 Manatee Avenue West Bradenton, FL 34205 941.866.8276	tthanas@dyeharrison.com	\$190.00
Waugh, Christian	Waugh Law, P.A.	321 North Crystal Lake Drive Suite 207 Orlando, FL 32803 321.800.6008	cwaugh@waughpa.com	\$135.00

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

Issue Considered: Request approval of the Concept Design (Exhibit “1”) for Hurley Park from Crib Philbeack Weaver Group, Inc.

Date: October 8, 2019

Prepared By: Alex Rey, City Manager

Summary of Issue: The City requested CPWG to prepare conceptual designs for the restoration of Hurley Park. The Park has been utilized as a construction laydown yard since 2015 for the Pass-a-Grille Way Reconstruction Phase 1 and 2 projects.

On July 10, 2019, the City held a public forum at the Warren Webster building to gather feedback and poll the community for their vision regarding what amenities the park should have. Each amenity was posted, and each attendee was asked to vote for their top three amenities. These conceptual designs incorporate the most popular amenities, as voted on by the community.

The City has budgeted \$400,00 for the restoration of Hurley Park and has applied for a \$200,000 grant from the State to assist with the restoration.

While all three exhibits represent the feedback of the Community, I believe that Exhibit 1 best captures a financially feasible and practical use of the park.

The objective is to open the park as soon as possible using the existing budget even if some of the amenities may need to wait for an additional budget cycle.

Requested Motion: “I move to approve Concept Design (Exhibit “1”) for Hurley Park from Crib Philbeack Weaver Group, Inc.”

Attachment: Exhibits 1, 2 and 3

**Reviewed by the
City Manager:** _____

EXHIBIT “1”

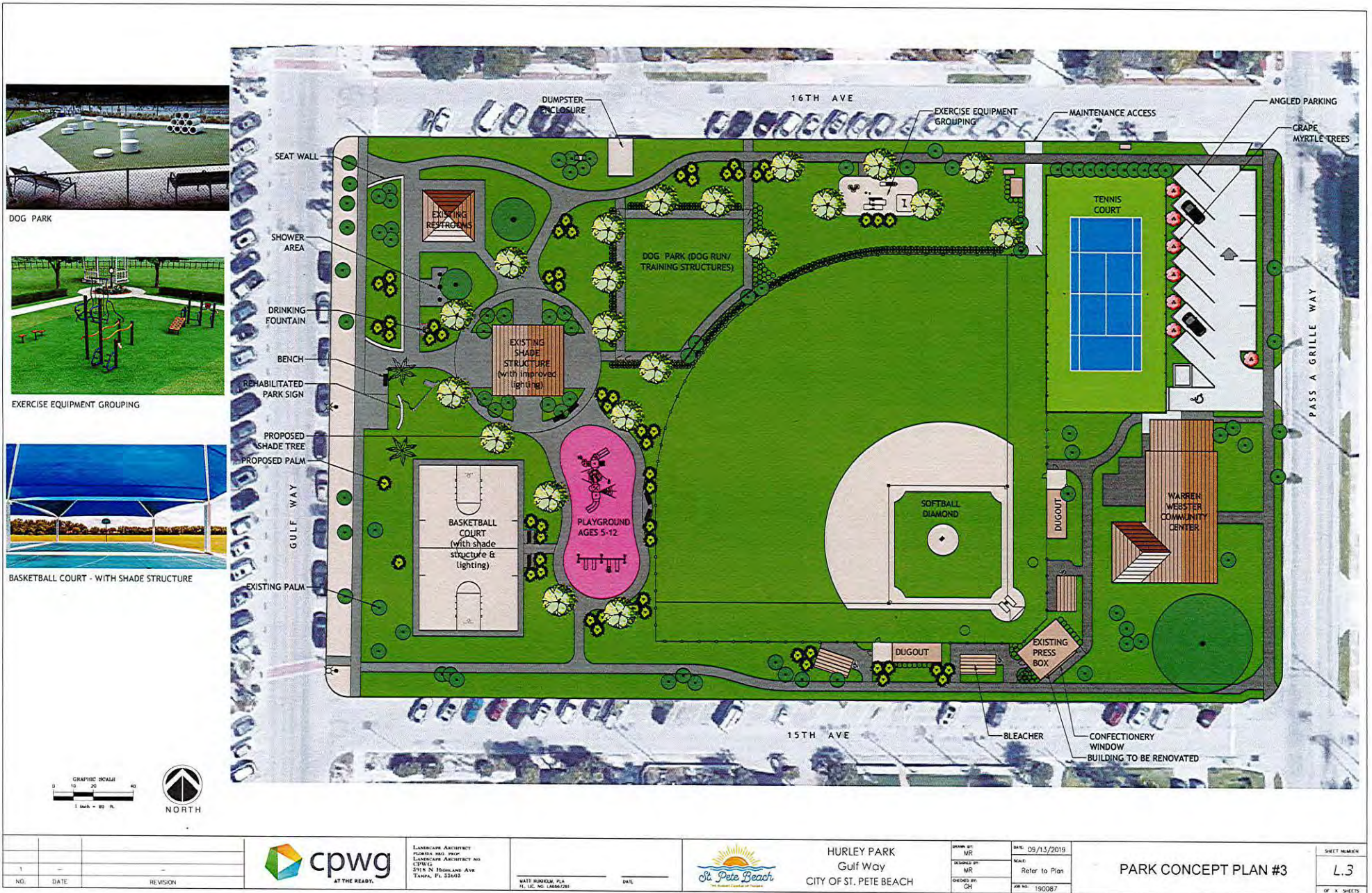


EXHIBIT “2”

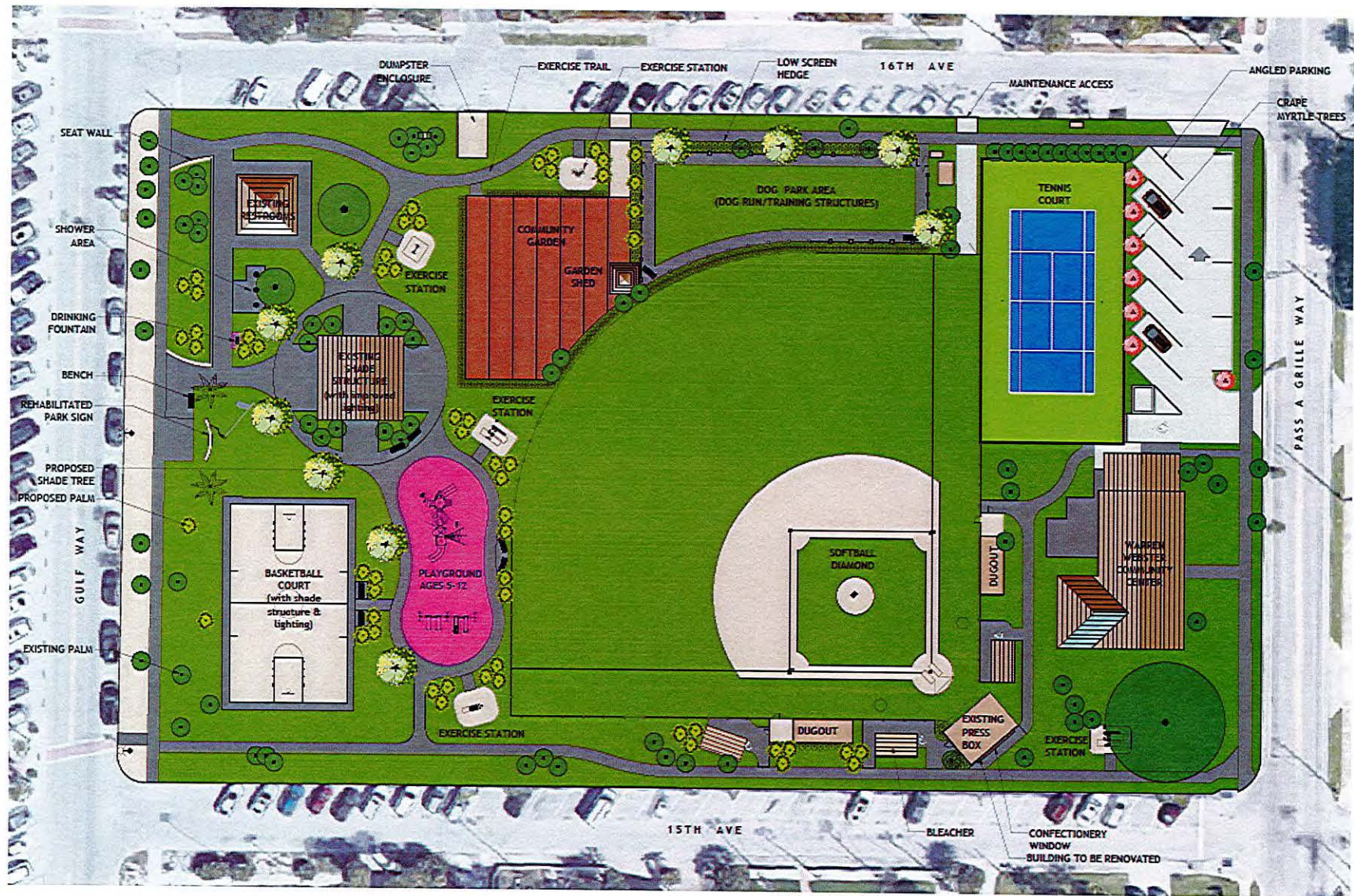


EXHIBIT “3”

