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COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, October 22, 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 - Robert A. Kalach Jr. Day**
   b. **Proclamation - St. Pete Beach Public Library 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. **Request approval for the street closures application for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive for the following Corey Area Business Association 2020 events:**
      Corey Art & Craft Show January 11-12, 2020
      Corey Art & Craft Show April 18 -19, 2020

Corey Art and Craft Show June 6-7, 2020
Corey Art and Craft Show December 5-6, 2020

- b. **Request approval for the City Manager to sign the renewal agreement for weekend markets on the patio at Pass-a-Grille Beach with Suntan Art Center, Inc.**
- c. **Request approval for the City Manager to purchase a 2020 Ford F350 4 x 4 in the amount of $50,029 from Duval Ford Fleet Sales that will be assigned to the Parks Division.**
- d. **Request approval for the Banner Installation over 75th Avenue at Boca Ciega Drive for the Bikefest 2019.**

5. Action Items

- a. **Request approval of the special event application and street closures for the St. Pete Beach Classic for January 17-19, 2020. Closures, as indicated on SPB Classic race routes, would be in effect on January 18th and 19th from 6am – 10am.**
- b. **Request approval of the piggyback agreement with Gator Dredging for Harmful Algal Bloom Management Services.**
- c. **Request approval of the sole source services agreement with Ellis Automated Corporation for the installation of updated Supervisory Control and Data Acquisition (SCADA) equipment at the City's fourteen (14) remaining lift stations for a total cost of $68,755.00.**
- d. **Request approval to utilize the existing unit price services agreement with Morelli Landscaping, Inc. for the purchase of Washingtonia Palm Trees for the Pass-a-Grille Way Phase II project in the amount of $145,536.00.**
- e. **Request approval to dedicate the alley located on 8th Avenue in Evander Preston's name.**

6. Ordinances

- a. **Ordinance 2019-03: Final 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 2019-04, Final Reading and Public Hearing of an Ordinance Amending Chapter 38, Elections, of the Code of Ordinances.**
   c. **Ordinance 2019-XX, First Reading and Public Hearing of an Ordinance Relating to Customary Use of Beaches and Public Access.**

7. **Resolutions – No items submitted at this time.**

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

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.

St. Pete Beach
The Sunset Capital of Florida

PROCLAMATION

WHEREAS, Robert Kalach Jr. was chosen to reopen Gulf Beaches Elementary School in 2014 as a magnet program focused on innovation & digital learning; and

WHEREAS, As Principal for the past six years, Robert Kalach, Jr. will celebrate the first graduating class of Fifth Graders from Gulf Beaches Elementary Magnet School; and

WHEREAS, Robert Kalach Jr. is approachable, friendly, has an open-door policy and is openly proud to be Principal; and

WHEREAS, With an inviting smile on his face, Robert Kalach Jr. brings people together, in celebration of our students, families and community at the annual Fish Broil each October.

WHEREAS, Robert Kalach Jr. is known for growing leaders by supporting and inspiring students to be their very best as life-long learners to achieve their goals.

NOW, THEREFORE, I, Alan Johnson, Mayor of St. Pete Beach, Florida on behalf of the St. Pete Beach City Commission proclaim October 22, 2019:

"ROBERT A. KALACH, JR. DAY"

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, Pinellas County, Florida to be affixed this

____
Alan Johnson, Mayor

St. Pete Beach
The Sunset Capital of Florida

PROCLAMATION

WHEREAS, the Long Key Library originally opened on a part-time basis on May 12, 1951 inside of the St. Petersburg Beach Community Club on Blind Pass Road; and

WHEREAS, the dedication of the St. Petersburg Beach Library at its current location occurred 50 years ago on October 5, 1969; and

WHEREAS, the St. Pete Beach Public Library provides enduring connections to the past and future, and brings community members together to enrich and shape our city; and

WHEREAS, the resources of the St. Pete Beach Public Library continually evolve to provide for the needs of every member of the community; and

WHEREAS, the St. Pete Beach Public Library celebrates more than 68 years as a community center for lifelong learning;

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the City Commission proclaim October 28, 2019, as

"ST. PETE BEACH PUBLIC LIBRARY DAY"

and encourage all residents to visit the library to take advantage of the wonderful resources.

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 22nd day of October 2019.

____
Alan Johnson, Mayor

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval for the street closures application for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive for the following Corey Area Business Association 2020 events:
Corey Art & Craft Show January 11-12, 2020
Corey Art & Craft Show April 18 -19, 2020
Corey Art and Craft Show June 6-7, 2020
Corey Art and Craft Show December 5-6, 2020

Date: October 22, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The Corey Area Business Association request permission for street closure for the 4 above craft shows on 200-400 blocks of Corey Ave, Blind Pass Rd from the alley between 75th and Corey to 73rd Ave and to have banners erected over 75th Ave announcing their 2020 events. This plan was reviewed and approved by PCSO and Fire marshal. The City Commission must approve their request in order to get permission from FDOT to permit the banner installation. If approved, the banners will be installed/removed as follows:

Arts & Craft Show (Installation 1/6/20, Removal 1/13/20)
Art & Craft Show (Installation 4/13/20, Removal 4/20/20)
Art & Craft Show (Installation 6/1/20, Removal 6/8/20)
Art & Craft Show (Installation 11/30/20, Removal 12/7/20)

City staff is requesting that this annual event be approved by commission for this year and upcoming years if no significant changes are requested other than the dates.

Requested Motion: "I move to approve the application for the street closures application for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive."

Attachments: Event and banner applications

Reviewed by City Manager: AR

Live It!
St. Pete Beach Recreation Department

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Yvonne Marcus Title(If applicable): President

Name of Organization (if applicable): Corey Area Business Association

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

Mailing Address: PO BOX 67393

Cell Phone: 727-580-8331 Email: artexpogallery@tampabay.rr.com

Event Information

Event Title: ACE Craft Show with Sunday Market Event/Organization Web Address: artfestival.com

Event Location(s): Corey Ave (300 and 400 blocks) with Sunday Market on northside of the 200 block

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
Jan 11-12, 2020	Saturday and Sunday	9am	5pm
April 18-19, 2020	Saturday and Sunday	9am	5pm
June 6-7, 2020	Saturday and Sunday	9am	5pm
Dec 5-6, 2020	"	9Am	5pm

Set Up Date(s): Saturdays Time(s) 5am to 9am

Cleanup Date(s): Sundays Time(s) 5pm to 9pm

Description of Event: Art and Craft vendors and on Sunday adding Sunday market

Will this be an Annual Event? ☑ Yes ☐ No If yes, next year's date(s):

Event Logistics

Estimated Attendance *(includes event crew, participants, and spectators)*	2,000 throughout the day This Year	same Last Year (if Applicable)

List all event activities: Vending

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)

Parking Plan *(please be detailed and include on site map):* On Street parking around Corey Ave

Food and Beverage:

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

Will there be food trucks? ☐ Yes ☑ No

If we do we will provide permit #

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

Will have list available 2 weeks prior to the event

List all other vendors (art, crafts, clothes, etc) Will have completed list available 2 weeks prior to the event

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.*

10x10

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? ☑ 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
Corey Ave	Gulf Blvd	Boca Ciega	Saturdays	6A - 300+400 Blocks
Corey Ave	Gulf Blvd	Mangrove.	Sundays	8- 12am - 9pm - 200-400 Blocks
Blind PASS	73rd	just S. of Alley btw @ 75th + Corey	~~10/21/18~~ Sat, Sunday	~~12am - 8pm~~ 6Am - 9Pm

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.

FDOT over 75th banners, See attached Applications

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

12 Barricades

10 Cones

____ 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.

Yvonne Marcus

Print Name

Signature

CABA

Corporation Name (if applicable)

10-7-19

Date

Art + Craft Show

Sunday only

Street Closures: Saturday + Sunday - Corey Ave from Gulf Blvd to Boca Ciega
Blind Pass from 73rd to Alley between 75th + Corey

Sunday - add closure of Corey Ave from Boca Ciega to mangrove

RULE 14-43.001, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

575-070-18
RIGHT OF WAY– 08/08
Page 1 of 2

FOR FDOT USE ONLY
Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Corey Area Business Association

Address: PO Box 67393, St Pete Beach, FL 33736

Telephone #: 727-360-2953 Fax #: E-Mail: artexpo

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahon

Address (if different from above): 155 Corey Ave, St Pete Beach FL 33706

Telephone #: 727-363-9245 Fax #: E-Mail: rddirector@stpetebeach.org

Date of Request: 10/5/2019

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:

Highway name & number: SR 693 Section 15110

From (south or west limits): .096 To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Projected installation date: January 6, 2020

Banners will be removed on or before (if applicable): January 13, 2020

Signature of Applicant or Contact Person: Date: 10/5/19

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St Pete Beach

Name of signing official (please print): Alex Rey

Telephone #: 727-363-9231 Fax #: E-Mail: arey@stpetebeach.org

Signature of local official: Date:

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

RULE 14-43.001, F.A.C.

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RIGHT OF WAY– 08/08
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Engineer (or designee): ______________________________ Date: ______________

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

APPLICATION FOR BANNER

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.

2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

RULE 14-43.001, F.A.C.

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APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

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Highway name & number:

From (south or west limits): To (north or east limits):

Projected installation date: April 13, 2020

Banners will be removed on or before (if applicable): April 20, 2020

Signature of Applicant or Contact Person: Date: 10/5/19

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St Pete Beach

Name of signing official (please print): Alex Rey

Telephone #: 727-363-9231 Fax #: E-Mail: arey@stpetebeach.org

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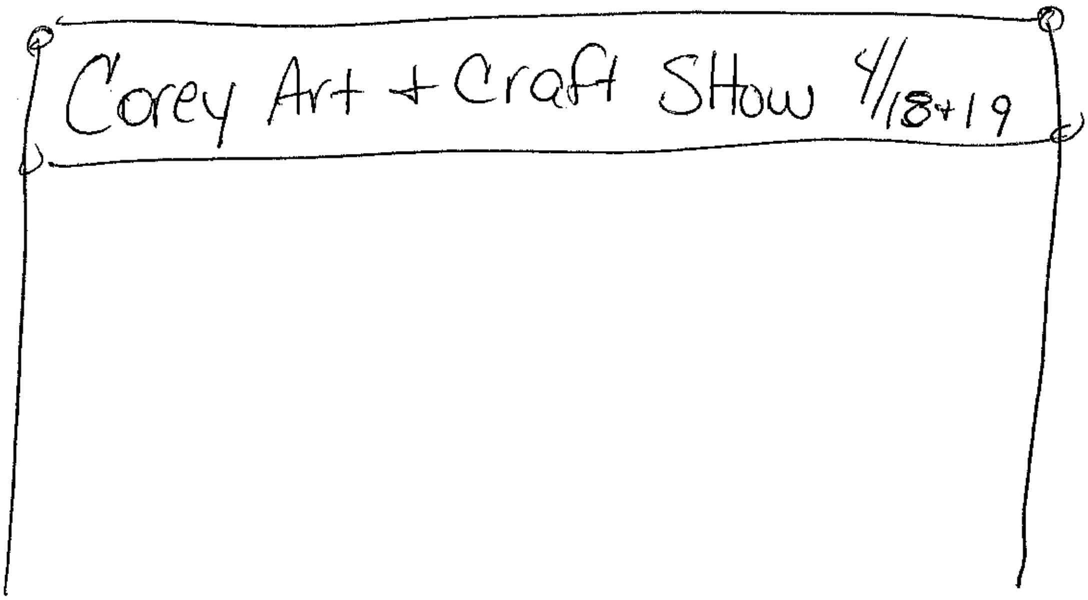

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Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Projected installation date: June 1, 2020

Banners will be removed on or before (if applicable): June 8, 2020

Signature of Applicant or Contact Person: Date: 10/5/19

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St Pete Beach

Name of signing official (please print): Alex Rey

Telephone #: 727-363-9231 Fax #: E-Mail: arey@stpetebeach.org

Signature of local official: Date:

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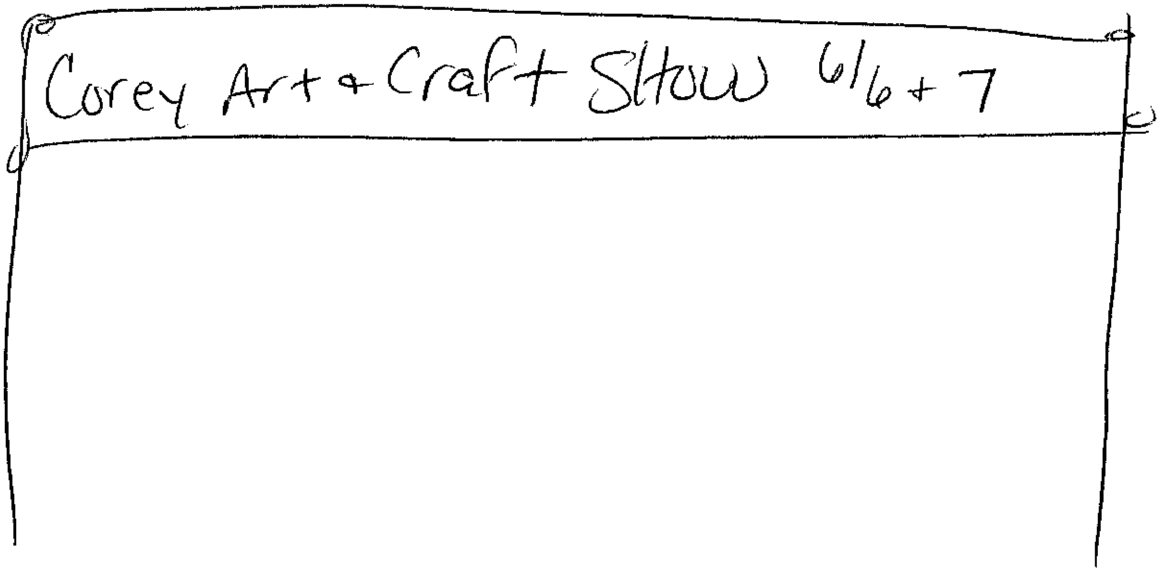

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Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Projected installation date: Nov 30, 2020

Banners will be removed on or before (if applicable): December 7, 2020

Signature of Applicant or Contact Person: Date: 10/5/19

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St Pete Beach

Name of signing official (please print): Alex Rey

Telephone #: 727-363-9231 Fax #: E-Mail: arey@stpetebeach.org

Signature of local official: Date:

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

RULE 14-43.001, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

575-070-18
RIGHT OF WAY – 08/08
Page 2 of 2

APPLICATION FOR BANNER

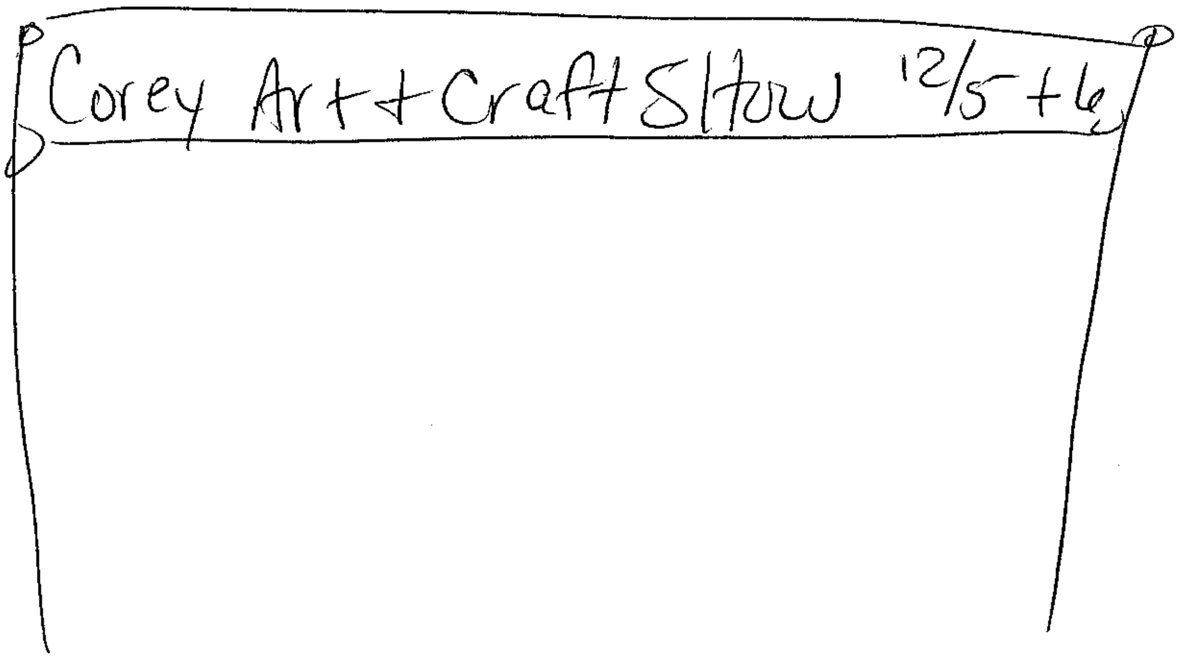
AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.

2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.



St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval for the City Manager to sign the renewal agreement for weekend markets on the patio at Pass-a-Grille Beach with Suntan Art Center, Inc.

Date: October 22, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: At the November 13, 2018 commission meeting, the commission approved an agreement with Suntan Art Center, Inc. to rent the patio on the weekends and run the art markets on the patio. That agreement is up for renewal for Suntan to continue to operate the weekend market on the patio at Pass-a-Grille Beach. City staff recommends renewing the agreement and have a good working relationship with Suntan and its members.

Funding: N/A

Requested Motion: "I move to approve the City Manager to sign the renewal agreement for weekend markets on the patio at Pass-a-Grille Beach with Suntan Art Center, Inc."

Attachments: Agreement

Reviewed by City Manager: AR

St. Pete Beach
The Sunset Capital of Florida

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement") is made and entered into this ______ day of __________________, 2019, by and between the CITY OF ST. PETE BEACH, a Florida municipal corporation, with a principal office located at 155 Corey Avenue, St. Pete Beach, Florida 33706 ("City") and SUNTAN ART CENTER, INC., a Florida not-for-profit corporation ("Licensee") with a principal location of 3300 Gulf Boulevard, St. Pete Beach, FL 33706. The City and Licensee shall be referred to as the “Parties”.

WITNESSETH:

WHEREAS, City is the owner of those certain premises commonly known as the Pass-A-Grille Patio (the "Patio") located within the City of St. Pete Beach at 900 Gulf Way, Pass-A-Grille, FL 33706; and

WHEREAS, Licensee desires to lease the patio for its week-end exhibition of artists and artisans known as the “Art Mart”; and

WHEREAS, Licensee agrees to provide adequate oversight and planning for the week-end Art Mart on the Patio; and

WHEREAS, Licensee is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same, more fully described by Exhibit “A”, which is attached and incorporated herein; and

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

WHEREAS, City is willing to grant to Licensee a temporary license to permit Licensee to operate the Art Mart in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants enumerated herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

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

2. LICENSE. City hereby grants to Licensee, and Licensee hereby accepts from City, a temporary license for the license term in Paragraph 4 of this Agreement to use the Patio for purposes of operating a week-end Art Mart as described by Licensee in Exhibit “B” attached and incorporated herein.

3. EVENT. The Art Mart will be held every Saturday, Sunday, holiday Mondays, and Fridays during season (January through April). During the off season (May through December), the Art Mart will be held every Saturday, Sunday and occasional holiday Mondays. The set-up time will be from 8:00 a.m. to 9:00 a.m. The Art Mart will be held from 9:00 a.m. to 4:00 p.m. with the tear-down and clean-up will be from 4:00 p.m. to 5:00 p.m. The Licensee may, upon request, operate past 4:00 p.m. This request will be in writing and directed to the City Manager, c/o Jennifer McMahon, Recreation Director at rddirector@stpetebeach.org, (727) 363-9274, 155 Corey Avenue, St. Pete Beach, FL 33706, who may approve or deny the request at the City's sole discretion. The Licensee agrees to not hold any events under this Agreement if the City gives Licensee reasonable notice that the City, at its sole discretion, needs to use the Patio.

4. TERM. The term of this Agreement (the "license term") shall commence on October 1, 2019, (the "commencement date") and shall terminate on September 30, 2020. On the termination date, and one (1) year from the termination date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either party does not wish for any such renewal, such party must notify the other party in writing by certified mail of its intention not to review this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date. The license term also is subject to early termination by City in accordance with Paragraph 7 of this Agreement.

5. PAYMENT. In consideration of the temporary license granted herein, Licensee shall pay $24.00 per hour, for each hour that the market is in session (January through April), and $20.00 per hour, for each hour that the market is in session (May through December), in addition to any applicable taxes. City will bill Licensee at the end of each month.

6. VENDORS. All vendors must be Licensee's members and must meet the criteria set forth by Licensee in the application attached as Exhibit "C" attached and incorporated herein. Vendors will be juried by a committee set forth by Licensee and must complete the application in Exhibit "D" attached and incorporated herein. Buy/sell items are strictly prohibited from all or part of a vendor's booth at the Art Mart. Buy/sell is any art or object that is purchased from a manufacturer or maker other than the vendor and sold as "original" work. The restriction of buy/sell work is in all categories of art at all Art Marts.

7. TERMINATION. City may terminate this Agreement any time after the occurrence of a default event (hereinafter defined) without prior written notice. In the event this Agreement is terminated by City, Licensee shall cease utilizing the Patio immediately after being notified by City of the termination.

8. COVENANTS. Licensee warrants and represents to, and covenants and agrees with City that: (i) the Patio shall not be used for any illegal or immoral purposes or that may be dangerous to persons or property, including, without limitation, the storage of any flammable or hazardous substances, or that may invalidate or increase the amount of the premiums for any insurance, (ii) neither Licensee nor their agents or employees will cause, or permit to be caused, any alterations to the Patio other than those expressly agreed to in writing by City, (iii) no activity will be engaged in or on the Patio other than as permitted

herein, (iv) Licensee will procure and at all times maintain insurance with such coverage limits and with such duly licensed insurance companies required by City, naming City as an additional insured.

9. PATIO. Licensee agrees to use the Patio in "as is" condition. City has not made any representations respecting the condition of the Patio to Licensee. Any improvement shall require City's approval. The Patio, and the improvements located therein, shall at all times remain the property of the City. Notwithstanding the ownership of the Patio by City, Licensee agrees, at its sole expense, to keep and maintain the Patio in the condition in which it was made available during the term of this Agreement (subject to any casualty or condemnation). Two (2) temporary A-frame signs may be placed at the east and west entrances of the patio to identify the market during market hours only.

10. HOLD HARMLESS. Licensee shall indemnify and hold harmless City, its officers, employees and agents from each and every liability, loss, claim, damage, and expense of any kind or nature (including, but not limited to, damages or liability arising out of the death of or injury to persons) which may arise in connection with their use of the Patio or any action or inaction of Licensee, or its agents, employees or invitees, whether one or more, within the property, including, but not limited to, any negligence, recklessness or willful misconduct of Licensee, its agents or employees, and hereby expressly waive for themselves, their heirs, legal representatives, beneficiaries and assigns any and all claims, causes of action, losses, damages and liabilities whatsoever against the City's parties. The City's parties shall have no liability whatsoever to Licensee and their successors, legal representatives and assigns for any loss or damage to each or all of them, or their employees, agents or invitees or to their property.

11. NOTICES.

a. City. In every case where, under the provisions of this Agreement, it shall be necessary or desirable for Licensee to give to or serve upon City any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by registered mail, postage prepaid, addressed as follows:

City Manager
City of St. Pete Beach
155 Corey Ave.
St. Pete Beach, Florida 33706

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

Registered Agent and/or Board President, Suntan Art Center, Inc.
3300 Gulf Boulevard
St. Pete Beach, FL 33706

12. EVENTS OF DEFAULT. Any one or more of the following occurrences or acts shall constitute an event of default by Licensee under this Agreement (each and "event of default"):

    a. If Licensee, at any time during the license term, shall fail to make any payment of any sum herein required to be paid by Licensee hereunder; or
    b. If Licensee, at any time during the license term, shall fail to cure, within a reasonable period of time after written notice from the City, any hazardous condition which Licensee has created or suffered in violation of law or this Agreement; or
    c. If Licensee or any of their successors, legal representatives, and assigns, at any time during the license term, shall fail to observe or perform any other provision of this Agreement (including, without limitation, Licensee's obligation to obtain and maintain insurance pursuant to Section 5 above).

13. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for all civil actions filed related to the enforcement of all rights under this Agreement shall be in Pinellas County, Florida.

14. NON-ASSIGNABLE. This Agreement (and the temporary license granted hereby) may not and shall not be assigned, transferred, sold or conveyed voluntarily or involuntarily by Licensee and any attempt to do so shall immediately revoke and terminate this Agreement (and such temporary license) without notice.

15. SURRENDER. Upon the expiration or termination of this Agreement/temporary license, Licensee shall surrender to City use of the Patio in their current repair and condition, reasonable wear and tear and damages or destruction by any casualty excepted. If Licensee does not immediately surrender possession, City may enter upon and take immediate possession of the Patio and expel or remove Licensee and any other person who may be occupying the Patio or any part thereof. All obligations of Licensee hereunder shall survive the expiration or termination of this Agreement. If Licensee fails to surrender the Patio or any part thereof at such expiration or termination, Licensee shall pay City, and shall indemnify City from and against, all damages, consequential as well as direct, sustained by reason of such failure and Licensee shall pay all legal fees and costs incurred by City by reason of Licensee's holding over.

16. NO RELEASE OR OBLIGATION. City is entering into this Agreement solely as an accommodation to Licensee. City and Licensee acknowledge and agree that (a) City has no obligation, and has not agreed, to enter into a lease or other agreement with Licensee or any other person or entity regarding the Patio, and (b) City's entering into this Agreement shall not constitute a waiver or release of any claims City may have against Licensee arising out of defaults under, and/or rejection of, the Patio license.

17. PUBLIC RECORDS. Licensee shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "E". **IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN**

OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK@STPETEBEACH.ORG, 155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706).

18. MISCELLANEOUS.

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

b. In the event either party commences litigation against the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in such litigation.

c. Failure of either party to exercise any right afforded by the Agreement shall not be deemed a waiver of that right or of any other right.

d. This Agreement contains all of the understandings between the parties and may only be modified in writing signed by both Parties and 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.

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

Suntan Art Center, Inc.:	**City of St. Pete Beach:**
Signature: ________________________	Signature: ________________________
By: ______________________________	By: ______________________________
Its: _______________________________	Its: _______________________________
Date: _____________________________	Date: _____________________________
APPROVED AS TO FORM AND LEGAL CORRECTNESS:	ATTEST:
________________________ Andrew Dickman City Attorney	________________________ Rebecca C. Haynes City Clerk

EXHIBIT “A”
PROPOSAL

Suntan Art Center, Inc.

Art Mart Proposal 2019

AT PASS-A-GRILLE PATIO

SUNTAN ART CENTER

SUMMARY

Suntan Art Center, Inc. is pleased to submit this proposal to manage the week-end exhibition of artists and artisans to the City of St Pete Beach. Since 2006, when Suntan began to rent the patio area for its member shows, it has maintained the highest ethical standard for its art markets. Every effort is made to present art and craft that is made at the hand of the individual exhibitor. By maintaining the authenticity of its vendors, Suntan consistently presents a weekly event that serves both its membership and the community by providing a reasonably priced, juried venue without threatening the livelihood of the local brick and mortar merchants. This planned revenue will help restore the financial solvency of this small not for profit enabling it to continue to bring exhibitions, programs in various art mediums and wellness classes such as yoga and aerobics to its supporting community.

OBJECTIVES

To provide adequate oversight and planning for the existing week-end art market on the patio adjacent to the concession stand at 900 Gulf Way, St Pete Beach

To generate much needed income to support the federally recognized 501(c)(3), Suntan Art Center, Inc

To contribute income to the City to help maintain the public park at 900 Gulf Way

THE METHOD

Suntan will jury prospective vendors for quality of workmanship and appropriateness for the venue

Suntan will require all vendors to be members of the organization for insurance liability purposes.

Suntan will secure confirmation of current sales tax registration for all vendors.

Suntan will collect $30 per single Saturday, Sunday, and occasional holiday Monday, and Fridays during season (January – April), $107.00 for four prepaid dates, year-round, and remit appropriate sales tax to the Florida Dep't of Revenue.

Suntan will remit $24 per hour, for each hour that the market is in session during season (January-April) and $20 per hour that the market is in session during off-season (May-December).

Suntan will pay the City's invoice each month.

EXHIBIT “B”
Pass-A-Grille Art Mart Description

Mission

Suntan Art Center is hosting a juried fine art market every Saturday, Sunday, the occasional holiday Monday, and Friday’s in season (January-April) on the patio in historic Pass-A-Grille. The purpose of the Art Mart is two-fold. One, to give our approved members a venue to sell their work. Second, is to bring the beach community and visitors together in a beautiful relaxed coastal setting where they can wander the art mart finding treasures for home and heart. The show is located in the historic Pass-A-Grille Area. The patio is between 9th and 10th Avenues on Gulf Way, next to Paradise Grille and across from the famous Hurricane Seafood Restaurant. To ensure the quality of the show vendors will be juried. We look for creative, original and well-crafted art.

Guidelines for work acceptance

- Only original artwork by the artist or reproductions of the artist’s original artwork will be permitted
- One artist per medium style
    - ie: multiple watercolor painters will be admitted with different techniques and subject matter
    - ie: multiple jewelers will be admitted with different techniques and styles
    - ie: multiple photographers will be admitted with different techniques and subject matter
- Original art created by the artist. No selling of someone else’s art
- Jury will close completely some categories that fill a maximum number of participants per market space ratio
- Jury will continue the jurying of artists and allow others to participate as space allows
- Jury has the right to ask you to remove items that have not been juried
- Any violation of the agreement may require artist to be asked to leave
- All decisions of the jury committee are final

Not accepted

- NO BUY-SELL permitted. No manufactured kits or simple assemblage of Products
- No nudity
- No Produce
- No live plants
- No food
- No non-art related business selling

Revised 10/31/18

EXHIBIT "C"

Pass-A-Grille Art Mart - Application to Sell 2019

PAG ART MART IS LOCATED AT 900 GULF WAY, PASS-A-GRILLE, FL 33706 (ACROSS FROM THE HURRICANE RESTAURANT)

RESERVATIONS: Space reservations should be made by email. Please send your request for reservations to suntanart@gmail.com Space is limited, and your reservation will not be guaranteed unless you send your payment by 4 PM on the Wednesday prior to your requested date. No refunds will be given after this time. Vendors with repeated "no-shows," unacceptable behavior or declined payments may lose their spot on a more permanent basis. No space will be given on day of show to "drop-ins."

SET UP: Set up may begin at 8:00 AM and must be completed by 9:00 AM. The event's hours are 9 AM until 4 PM each Friday, Saturday Sunday and holiday Mondays during the months of January through April and Saturday, Sunday and occasional holiday Mondays during the months of May through December. Packing up prior to the end of the show is not permitted. The patio must be cleared by 5:00 PM.

SPACES: The space is 10 X 10 for a tent or open display area and 8 X 4 for a table. You will not be permitted to exceed your space as there are no walkways between tents. Your table or display must be neat and professional in appearance. Product boxes and packing materials should be out of sight. Set up is on pavement, so weights are ALWAYS REQUIRED to secure your tent and display as it can get very windy. There is one artist per space. If you wish to share a space with another artist, please add $20.

SPACE ASSIGNMENTS: Vendor space assignments will be made by the Art Mart manager and emailed on Friday afternoon. Questions MAY be directed to the day manager if there are any issues but space assignments are at the sole discretion of Art Mart management.

PARKING: Please pull into the loading zone in front of the patio vertically. Do not block the ramp. Do not drive on to the patio. Do not stop in the two designated spots for the concession stand. Only active unloading/loading is permitted. After unloading, please move your vehicle away from the event to the far end of the block at the end of the park.

CONDUCT: You are responsible for cleaning up your area at the end of the day. Each vendor is expected to conduct themselves in a courteous and professional manner. It is in the best interest of the event for vendors to help each other and cooperate to ensure the success of the Art Mart. Do not contact potential customers in the booths of other artists. Do not shout invitations to view your work to passersby.

SALES TAX: All vendors must submit a copy of their current Florida Dept. of Revenue Resale Certificate. Vendors are responsible for collection of all applicable sales tax and reporting directly to the Florida DOR. Information is available on-line at http://dor.myflorida.com/dor/taxes/sales_tax. Or Largo Service Center, 11351 Ulmerton Road, Suite 220, Largo, FL 33778-1634 727-588-6800

VENDOR FEES: Vendor fees are $35 ($32.71 plus tax) per single week or $128.40 ($120 plus tax) for four weeks. Weeks do not have to be consecutive, but reservation dates must be declared at time of purchase. One change per 4-week block will be permitted without penalty. This is a rain or shine event. Summer fees (June 1 through October 1) are $30 per single week ($28.04 plus tax) or 4 weeks for $107 ($100 plus tax.)

JURY PROCESS: This is a juried event. Applications should be submitted to Suntan Art Center by email with digital images of your product and setup attached. Send this information to: suntanart@gmail.com You will be notified by email of your acceptance or rejection.

GENERAL RELEASE: The undersigned does hereby discharge, release and hold harmless Suntan Art Center and The City of St. Pete Beach (all cities, property owners and associations) and all co-sponsors from any and all manner of actions, suits, damages or claims whatsoever arising from any loss or damages or claims, to the person or property of the undersigned while in possession or under the supervision of the sponsors during the Corey Sunday Art Mart. Suntan Art Center reserves the right to disqualify any exhibitor causing any problems to other exhibitors or management. Management reserves the right to make to make the final interpretation of the rules. Suntan Art Center has my permission to take photos/videos of me, my booth and work to be used for advertising and publicity of the event now and in the future.

SUNTAN MEMBERSHIP INFO: This event is for Suntan members only. Annual membership is $40, payable January 1 each year and may be paid online at our website.

SUBMISSION OF COMPLETED CONTRACT TO SELL IS AN AGREEMENT TO THE INFORMATION ABOVE.

NAME:____ SIGNATURE: ____ DATE_____________

PLEASE MAIL CHECK OR MONEY ORDER PAYABLE TO: SUNTAN ART CENTER 3300 Gulf Blvd. St. Pete Beach FL 33706
suntanart@gmail.com 727-367-3818 www.suntanart.org

EXHIBIT “D”
JURY INFORMATION/APPLICATION

The following points provide a framework for judging or jurying. They apply—in whole or in part—to original art, art prints, gallery-level fine crafts and boutique/art mart products. Those points marked with an asterisk apply particularly to boutique/art mart products.

Creativity/Originality – Originality of thought, ideas, products/outcome
- Displays an original perception, innovative viewpoint, unique expression or fresh outlook of the subject
- Results in a distinctive, fresh, innovative or original product
- Reflects a personal style or artistic character
- Indicates careful thought and deliberation from concept to outcome

Design/Composition – arrangement, organization of design elements to create harmony, cohesiveness
- Displays knowledge of design principles/elements of line, shape, value, texture, color
- Combines and manipulates those elements effectively to achieve artistic intent/expression
- Provides a balanced, harmonious and understandable product

Material, Technique, Craftsmanship – media/materials, tools & skills, dexterity & precision
- Demonstrates in-depth understanding of medium/materials
- Shows mastery of chosen technique and precision in application
- Uses material, techniques skillfully or innovatively to achieve creative intent and final product

Quality/Presentation – attention to details and how a final product presents
- Presents distinct images that are clear, sharp with no diminishment or fading of color or line clarity
- Uses matting/framing appropriate to image
- Provides suitable means for hanging, mounting or display including stands, supports, easels appropriate to the final product and sized to support work (eg., sculpture, ceramics, glass)
- Displays careful finishing with no stains, scratches, roughness, blemishes or other unintended distractions

The Final Questions -
- Is it good or pleasing or impactful—over and above the points detailed above?
- What is the visual or emotional impression it leaves?
- Is the product commercially desirable and marketable? *
- Is the product’s price point appropriate? *
- Is the product similar to mass-produced items or easily found in souvenir or hobby shops? *
- Does the product reflect the missions of the Suntan Boutique and Craftsman Gallery?*

Pass-A-Grille Art Mart 2019-20
Application to Be Juried

Before filling out an application to participate in the Suntan Pass-A-Grille Art Mart an artist must do the following:

Understand Our Mission

Suntan Art Center is hosting a juried art mart every Friday, Saturday, Sunday and holiday Mondays during the months of January through April and Saturday, Sunday and occasional holiday Mondays during the months of May through September on the patio in historic Pass-A-Grille. The purpose of the art mart is to give our approved members a venue to sell their work and to bring the beach community and visitors together in a beautiful relaxed coastal setting where they can wander and find treasures for the home and heart. The patio is between 9th and 10th Avenues on Gulf Way, next to the Paradise Grille and across the street from the famous Hurricane Seafood Restaurant. To ensure the quality of the show, vendors will be juried. We are looking for creative, original and well-crafted art.

Have Work Juried

Certain categories of work may fill up quickly and artists may be rotated throughout the year to give the festival aa changing variety of work for the customers. Please send pictures of your work by email to suntanart@gmail.com and include a picture of your booth setup for the jury. You will receive confirmation or denial by email. Suntan membership is required to participate and may be paid following acceptance.

Guidelines for Work Acceptance

Only original artwork by the artist or reproductions of the artist's original work will be permitted. The work must be sold by the artist. No representatives will be accepted. Some categories, such as jewelry may be closed once the jury deems a sufficient number of jewelry vendors. The jury has the right to ask you to remove items that have not been juried. All decisions of the jury are final.

Jurying of Additional Items

If a vendor wishes to sell a different kind of art than they were originally juried in, they must submit the new art to the jury for consideration.

Not Accepted

No Buy/Sell items will be permitted. No manufactured kits or simple assemblage of products.
No nudity.
No produce, plants or flowers.
No Food.
No non art related business.

GENERAL RELEASE: The undersigned does hereby discharge, release and hold harmless Suntan Art Center and the City of St Pete Beach (all cities, property owners and associations) and all co-sponsors from any and all manner of actions, suits, damages or claims whatsoever arising from any loss or damages or claims, to the person or property of the undersigned while in possession or under the supervision of the sponsors during the Pass-A-Grille Art Mart. Suntan reserves the right to make the final interpretation of the rules. Suntan Art Center has my permission to take photos/videos of me, my booth and work to be used for advertising and publicity of the event now and in the future.

SUNTAN MEMBERSHIP INFORMATION: This event is for Suntan members only. Single membership is $40 annually and may be paid online at our website.

SUBMISSION OF COMPLETED CONTRACT TO SELL IS AN AGREEMENT OF THE ABOVE INFORMATION.

NAME:__________________________________ **SIGNATURE**________________________________ **DATE**________

suntanart@gmail.com **727-367-3818** **www.suntanart.org**

EXHIBIT “E”
FLORIDA PUBLIC RECORDS LAW

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

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

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

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

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

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

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request authorization for the City Manager to purchase a 2020 Ford F350 4 x 4 in the amount of $50,029 from Duval Ford Fleet Sales that will be assigned to the Parks Division.

Date: October 22, 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: 205-8000-590-5641

Requested Motion: "I move to approve the City Manager to purchase a 2020 Ford F350 4 x 4 in the amount of $50,029 from Duval Ford Fleet Sales that will be assigned to the Parks Division."

Attachments: Quote

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 aedmunds@stpetebeach.org	*DUVAL FLEET* *Bambi Darr* *(Work) 904-381-6596* *(Fax) 904-387-6816* Bambi.Darr@duvalfleet.com *5203 Waterside Dr. Jax, FL 32210*	10/14/19

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

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 #FSA19-VEL27.0 chassis/ FSA 19-VEH17.0.(www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 13	*2020 FORD 1 TON F-350 REG CAB & CHASSIS (DUAL REAR WHEEL) - 4X4 (F3H)*	$ 26,666.00
0	**640A**	XL TRIM PACKAGE	NC
0	**996**	6.2L V8 GAS ENGINE	NC
0	**44G**	10- SPEED AUTO TRANS	NC
0	**X4L**	4.30 LIMITED SLIP AXLE	NC
0	**512**	SPARE TIRE	NC
0	CCB	UPGRADE TO CREW CAB DRW 60" CA	$ 5,000.00
0	90L CCB	POWER WINDOWS & DOOR LOCKS	$ 1,124.00
0	872	BACKUP CAMERA-SHIPS LOOSE TO BE INSTALLED AFTER 2ND STAGE BODY IS INSTALLED	$ 414.00
0	CAMLOC	RELOCATE CAMERA ONCE STAKE BODY IS COMPLETE	$ 255.00
0	18B CCB	CAB STEPS- PLATFORM RUNNING BOARDS	$ 444.00
0	52B	TRAILER BRAKE CONTROLLER	$ 269.00
0	9FB	9FT FLAT STAKE BODY WITH BULKHEAD/CABSHIELD & 40" STAKE SIDES	$ 8,333.00
0	TH3	1,500LB ALUMINUM LIFT GATE- THIEMAN TT15ET 56 X 26 ALUMINUM 1 PIECE	$ 3,855.00
0	BODY OPT	(2) 30" UNDERBODY TOOL BOXES- ONE ON EACH SIDE	$ 1,260.00
0	534	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	$ 1,645.00
0	31V	SHIP THROUGH TO INCLUDE CERTIFICATION, WEIGHT SLIP, MSO & DEALER PDI	$ 625.00
0	76C	BACKUP ALARM	$ 139.00
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			$ 50,029.00
TOTAL QUANTITY	1	*TOTAL PURCHASE*	$ 50,029.00

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
1 TON PICKUP TRUCK DUAL REAR WHEEL (DRW) - 4X4 (Specification #66)			
	2019 Chevrolet Silverado 3500HD 1WT DRW (CK35903)	Western	-- NB --
	2019 Chevrolet Silverado 3500HD 1WT DRW (CK35903)	Western	-- NB --
	2019 Chevrolet Silverado 3500HD 1WT DRW (CK35903)	Northern	-- NB --
	2019 Chevrolet Silverado 3500HD 1WT DRW (CK35903)	Northern	-- NB --
	2019 Chevrolet Silverado 3500HD 1WT DRW (CK35903)	Central	-- NB --
	2019 Chevrolet Silverado 3500HD 1WT DRW (CK35903)	Central	-- NB --
	2019 Chevrolet Silverado 3500HD 1WT DRW (CK35903)	Southern	-- NB --
	2019 Chevrolet Silverado 3500HD 1WT DRW (CK35903)	Southern	-- NB --
Duval Ford LLC	2019 Ford F-350 Super Duty XL DRW (F3D)	★Western	$27,275.00
ALT - Coggin Auto (Ford)	2019 Ford F-350 Super Duty XL DRW (F3D)	Western	$27,728.00
Duval Ford LLC	2019 Ford F-350 Super Duty XL DRW (F3D)	★Northern	$27,275.00
ALT - Coggin Auto (Ford)	2019 Ford F-350 Super Duty XL DRW (F3D)	Northern	$27,728.00
Duval Ford LLC	2019 Ford F-350 Super Duty XL DRW (F3D)	★Central	$27,350.00
ALT - Coggin Auto (Ford)	2019 Ford F-350 Super Duty XL DRW (F3D)	Central	$27,728.00
Duval Ford LLC	2019 Ford F-350 Super Duty XL DRW (F3D)	★Southern	$27,676.00
ALT - Coggin Auto (Ford)	2019 Ford F-350 Super Duty XL DRW (F3D)	Southern	$27,828.00
	2019 GMC Sierra 3500HD 1SA DRW (TK35903)	Western	-- NB --
	2019 GMC Sierra 3500HD 1SA DRW (TK35903)	Western	-- NB --
	2019 GMC Sierra 3500HD 1SA DRW (TK35903)	Northern	-- NB --

	2019 GMC Sierra 3500HD 1SA DRW (TK35903)	Northern	-- NB --
	2019 GMC Sierra 3500HD 1SA DRW (TK35903)	Central	-- NB --
	2019 GMC Sierra 3500HD 1SA DRW (TK35903)	Central	-- NB --
	2019 GMC Sierra 3500HD 1SA DRW (TK35903)	Southern	-- NB --
	2019 GMC Sierra 3500HD 1SA DRW (TK35903)	Southern	-- NB --
AutoNation CDJR Pembroke Pines	2019 Ram 3500 Tradesman DRW (D28L62)	Western	$31,201.00
ALT - Garber Chrysler Dodge Truck, Inc.	2019 Ram 3500 Tradesman DRW (D28L62)	Western	$31,648.00
AutoNation CDJR Pembroke Pines	2019 Ram 3500 Tradesman DRW (D28L62)	Northern	$31,201.00
ALT - Garber Chrysler Dodge Truck, Inc.	2019 Ram 3500 Tradesman DRW (D28L62)	Northern	$31,448.00
AutoNation CDJR Pembroke Pines	2019 Ram 3500 Tradesman DRW (D28L62)	Central	$31,201.00
ALT - Alan Jay Chrysler Jeep Dodge of Wauchula	2019 Ram 3500 Tradesman DRW (D28L62)	Central	$31,374.00
AutoNation CDJR Pembroke Pines	2019 Ram 3500 Tradesman DRW (D28L62)	Southern	$31,201.00
ALT - Alan Jay Chrysler Jeep Dodge of Wauchula	2019 Ram 3500 Tradesman DRW (D28L62)	Southern	$31,374.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

1 TON PICKUP TRUCK DUAL REAR WHEEL (DRW) - 4X4
SPECIFICATION #66

2019 Ford F-350 Super Duty XL DRW (F3D)

The Ford F-350 Super Duty XL DRW (F3D) 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:	$27,275.00	$27,275.00	$27,350.00	$27,676.00

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 for Banner Installation over 75th Avenue at Boca Ciega Drive for the Bikefest 2019.

Date: October 22, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex, Rey, City Manager

Summary of Issue: The Tradewinds Resorts and Bert's Barracuda Harley Davidson request to have a banner erected over 75th Ave Welcoming Bikers to Bikefest 2019. The City Commission must approve their request in order to get permission from FDOT to permit the banner installation. Banner installation would be on Monday, November 18 and removed on Monday, November 25, 2019.

Requested Motion: "I move to approve the Banner Installation over 75th Avenue at Boca Ciega Drive for Bikefest 2019."

Attachments: Event and banner applications

Reviewed by City Manager: AR

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Keith Overton Title(If applicable): COO-TradeWinds

Name of Organization (If applicable): TradeWinds Resort on behalf of Athletes for Hearts

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

Mailing Address: 5500 Gulf Blvd. St. Pete Beach, FL 33706

Cell Phone: 727-432-3428 Email: keithoverton@twresort.com

Event Information

Event Title: St. Pete Beach Bikefest 2019 Event/Organization Web Address: stpetebeachbikefest.com

Event Location(s): Coral Reef Beach

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
11/21/19	Thursday	2pm	10pm
11/22/19	Friday	2pm	10pm
11/23/19	Saturday	2pm	10pm

Set Up Date(s): Wed. 11/20/19 Time(s) 10am to 6pm

Cleanup Date(s): Sun. 11/24/19 Time(s) 8am to 3pm

Description of Event: (3) Beach events with live bands

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

Event Logistics

Estimated Attendance *(includes event crew, participants, and spectators)* 3000 This Year 3000 Last Year (If Applicable)

List all event activities: Nightly Concerts - 6pm-10pm with food and liquor sales

Tradeshow/exhibits on Island Grand property during the day

Electricity Needed ☑ Yes ☐ No Source: owned and approved generator vendor

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)
All will be live bands - multiple daily from 2pm and then (1) headliner nightly from 8pm-10pm

Parking Plan *(please be detailed and include on site map):* Existing on property for cars and motorcycles
Overflow for cars/trucks and trailers at leased 38th avenue lot

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

please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures? ☐ 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

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).

____ Barricades

____ Cones

____ 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.

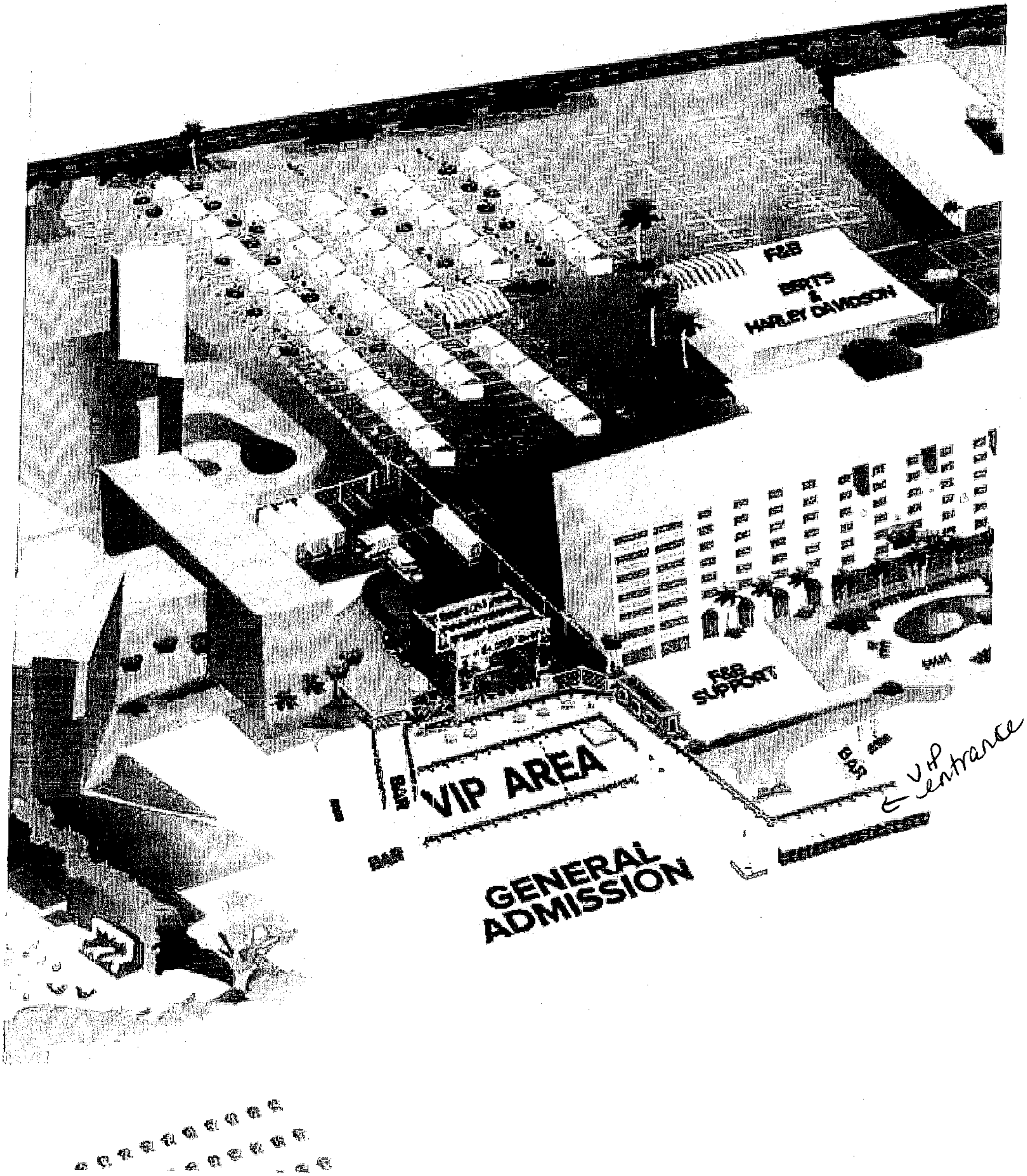
I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Keith Overton
Print Name

Signature

TradeWinds Resorts
Corporation Name (if applicable)

6/13/19
Date


F&B
BERTS
&
HARLEY DAVIDSON
F&B
SUPPORT
VIP AREA
BAR
BAR
GENERAL
ADMISSION
← VIP entrance

RULE 14-43.001, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

575-070-18
RIGHT OF WAY– 08/08
Page 1 of 2

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY
Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Tradewinds Resort
Address: 5500 Gulf Blvd, St Pete Beach Fl 33706
Telephone #: 727-432-3428 Fax #: E-Mail: keithoverton@twresort.com
Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahon
Address (if different from above): 155 Corey Ave
Telephone #: 727-363-9274 Fax #: E-Mail: rddirector@stpetebeach.org
Date of Request: 10-9-18

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:

Highway name & number: SR 693 Section 15110
From (south or west limits): .096 To (north or east limits):
Highway name & number:
From (south or west limits): To (north or east limits):
Highway name & number:
From (south or west limits): To (north or east limits):
Highway name & number:
From (south or west limits): To (north or east limits):
Projected installation date: November 18, 2020
Banners will be removed on or before (if applicable): November 25, 2020
Signature of Applicant or Contact Person: Date:

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St. Pete Beach
Name of signing official (please print): Alex Rey, City Manager
Telephone #: 727-363-9231 Fax #: E-Mail: arey@stpetebeach.org
Signature of local official: Date:

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits Engineer (or designee): Date:

RULE 14-43.001, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

575-070-18
RIGHT OF WAY – 06/08
Page 2 of 2

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

APPLICATION FOR BANNER

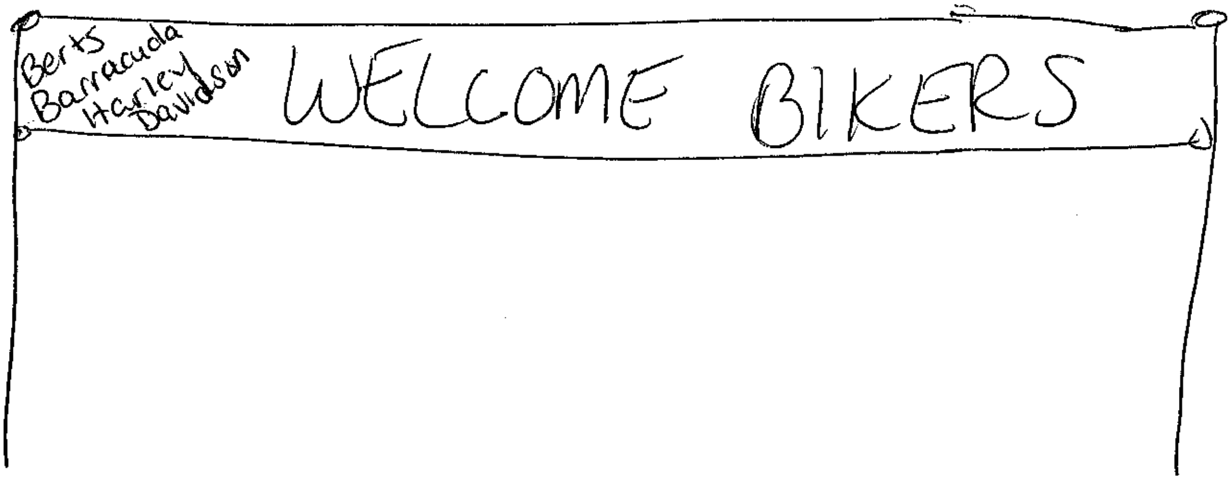
AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.

2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.



St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of the special event application and street closures for the St. Pete Beach Classic for January 17-19, 2020. Closures, as indicated on SPB Classic race routes, would be in effect on January 18th and 19th from 6am – 10am.
Date:	October 22, 2019
Prepared By:	Jennifer McMahon, Parks and Recreation Director
Through:	Alex Rey, City Manager
Summary of Issue:	The St Pete Beach Classic is an event held each year in St. Pete Beach. The routes for the races run throughout the city. This application is for the approval of the city roads closed on the route. FDOT requires the City Manager's signature for authorization of the street closures to issue the permit. Streets will close at 6am until 10am each day. The event is co-sponsored and the request is that the City pay for the Pinellas County Sheriff Officers (PCSO) needed to cover the event in the amount not to exceed $17,500. City Staff is requesting that this annual event be approved by commission for this year and upcoming years if no significant changes are requested other than the dates.
Funding:	This is a budgeted expense in account 001.5701.521.5325
Requested Motion:	"I move to approve the special event application and street closures for the St. Pete Beach Classic for January 17-19, 2020."
Attachments:	Event application and route maps
Reviewed by City Manager:	AR

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Mimi Chavin Title(If applicable): President/Event Director

Name of Organization (if applicable): SPB Classic, LLC

Tax Exempt? X Yes ____No Non-Profit? X Yes ____NO *If yes on either, please provide documentation*

Mailing Address: PO Box 66143, St. Pete Beach, FL 33736

Cell Phone: 727-744-9153 Email: race@stpetebeachclassic.com

Event Information

Event Title: St. Pete Beach Classic Event/Organization Web Address: www.stpetebeachclassic.com

Event Location(s): Sirata Beach Resort, 5300 Gulf Blvd., St. Pete Beach, FL 33706

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
1/17/2020	Friday	3PM	7PM
1/18/2020	Saturday	6AM	9PM
1/19/2020	Sunday	6AM	12PM

Set Up Date(s): 1/16/2020 Time(s) 12PM to 5PM

Cleanup Date(s): 1/19/2020 Time(s) 11AM to 1PM

Description of Event: A weekend of running events, parties, concert, beach bonfire and health and fitness expo all located at the Sirata Beach Resort.

Will this be an Annual Event? X Yes ____No If yes, next year's date(s): January 16-18, 2021

Event Logistics

Estimated Attendance *(includes event crew, participants, and spectators)* 2000 This Year 2000 Last Year (if Applicable)

List all event activities: Expo, 10K/5K/Half Marathon/Beach Run/Kids Races, concert, beach bonfire, post race parties

Electricity Needed ____Yes ____No Source: Sirata

Will portable restrooms be used? ____Yes ____ If yes (include on **site plan**): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ____Yes ____ If yes *(include on **site plan**)*

Street Closures

Does Event require any Road or Sidewalk Closures? ☑ 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
MOT same as last year				
	See Maps			

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).

____ Barricades

____ Cones

16 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.

Mimi Chavin
Print Name

Mimi Chavin Digitally signed by Mimi Chavin Date 2018.05.01 17:08:39 -04'00'
Signature

SPB Classic, LLC
Corporation Name (if applicable)

05/02/18
Date

City Of St Pete Beach

Application for City Co-sponsorship October 1, 2019 – September 30, 2020

(See instructions on page 3)

GENERAL EVENT INFORMATION DATE OF APPLICATION: April 30, 2019

NAME OF EVENT: St. Pete Beach Classic

LOCATION: Sirata Beach Resort/numerous City streets

DATE(S): January 17 – 19, 2020

HOURS: 12PM – 7PM 1/17, 6AM – 10PM 1/18, 6AM – 1PM 1/19

PURPOSE (Why is the event being produced?):
To engage the community, attract visitors and raise money for the benefit of local charities.

IS THIS EVENT A FUNDRAISER? __X__ YES _____ NO

IF YES, WHAT IS THE EXPECTED PROFITS FROM THE EVENT AND WHO BENEFITS FROM THEM? Hopefully~$15K will be raised for local charities such as the SPB Recreation Dept., Gulf Beaches Historical Museum, SPB Library, The Kind Mouse, etc.

APPLICANT (The organization promoting or sponsoring the event.)

NAME OF ORGANIZATION: SPB Classic, LLC

TYPE OF ORGANIZATION: _____ Profit __X__ Non-Profit

ADDRESS: PO Box 66143

CITY: St. Pete Beach STATE: FL ZIP: 33736

AUTHORIZED PERSON IN CHARGE: Mimi Chavin

PHONE: Work: N/A Home/Cell: 727-744-9153 Fax: N/A

E-MAIL: race@stpetebeachclassic.com

CITY PARTICIPATION REQUESTED (Please include additional sheets as necessary to clarify your request)

Co-Sponsorship opportunities available to event organizers:

- ✓ Funding for off duty PCSO security for an event
- ✓ Funding for Special Rescue for an event
- ✓ Trash bins
- ✓ Assistance in digging a hole for a beach fire on public beaches

Why do you need the City to provide, or assist with, the items listed above?
We cannot afford to pay for all the support needed.

Please indicate your request of sponsorship from the City of St Pete Beach below

__X__ Off Duty Pinellas County Sheriff Officers for the event

For office use only:
Total event hours_________ Expected attendance:_______________ Number of officers needed_________
Estimated Cost $__________

__X__ Special Rescue during the event

For office use only:
Total event hours_________ Expected attendance:_________ Number of Rescue units needed_________
Estimated Cost $__________

____ Barricades
Number requested__________

____ Orange Cones
Number requested_________

__X__ Trash Bins
Number Requested___16______

__X__ Assistance in digging a hole for beach fire on public beaches

A COMPLETED SPECIAL EVENT APPLICATION MUST ACCOMPANY THIS APPLICATION!

Please attach any other pertinent information to this application that will help substantiate your need for City co-sponsorship.
(See instructions and time line on next page)

St. Pete Beach
CLASSIC

ST. PETE BEACH CLASSIC EVENT

January ~~18-20, 2019~~ 17-19, 2020
Sponsor Agreement

Thank you for sponsoring the ST. PETE BEACH CLASSIC EVENT (Event). Please complete all sections below in full, including official signature and date at the bottom of page two.

CONTACT INFORMATION:

Charity/Sponsor	The City of St. Pete Beach, Florida		
Contact Name	Wayne Saunders	Title	City Manager
Mailing Address	155 Corey Avenue, St. Pete Beach, FL 33706		
Phone	727-363-9231	E-mail	citymanager@stpetebeach.org

SPB CLASSIC RESPONSIBILITIES:

SPB Classic will provide/perform the following:

- Identify the Event as the "St. Pete Beach Classic"
- CITY logo on SPBC website including a hyperlink to CITY website
- CITY logo or name on select print advertising
- CITY logo on email blasts and name or logo on select printed event materials
- CITY logo on all race and volunteer shirts (approx. 2,500)
- Insert promotional item in race bags (CITY to provide inserts)
- Two (2) CITY banners displayed at the event (CITY to provide banners)
- Verbal recognition at the Event Venue and Awards Ceremonies
- Twelve (12) Complementary Race Entries up to a total value of $360

SPONSOR RESPONSIBILITIES:

CITY will provide/perform the following:

- Payment of police and public works services for course runner control, not to exceed $17,500
- Use of the City's Operations Yard for receipt and storage of water, traffic barricades, etc. around the time of the Event
- Pre-staging of traffic control equipment by Operations staff during normal working hours in the days prior to the event
- Approval of application for DOT permit
- Use of the Boca Ciega Room at the Community Center, Sunday the weekend after the Event (1/27/2019)
- Use of Community Center meeting space at various times in months prior to the event
- An advertising insert for the race bags (~2,000)
- CITY banners for the event venue (qty: 2)
- Provide additional waste collection/recycling containers at the Sirata Beach Resort during race weekend (as was done in previous years)

DURATION:

This agreement applies to the 2019 event. An extension for 2020 will be discussed following the 2019 event and, if extended by mutual agreement of the parties, annually thereafter.

PAYMENT METHOD:

In order to secure sponsorship, please complete and return this signed agreement and email your logo to **Alan Johnson** no later than July 1, 2018. Payment in full (if applicable) is due upon execution of this agreement.

Invoice Needed: Y / N

Total Cash Amount $: N/A ☐ Check Enclosed Check No. ____________

Total Value In-Kind Sponsorship $: _______

Make checks payable (if applicable) to: **SPB Classic, LLC**

Return agreement and payment to:

St. Pete Beach Classic
Sponsorship
PO Box 66143, St. Pete Beach, FL 33736
Phone: (727) 363-8880
E-mail: alanj@runmsm.com

Terms and Conditions

1. Please see above section of this document for a detailed list of the benefits that accompany the sponsorship.
2. Sponsorships are accepted on a first-come, first-served basis. Except for exclusive sponsorships, SPB Classic cannot guarantee that competitors won't be co-sponsors.
3. All payments are nonrefundable. If any payments are not received by SPB Classic by the dates specified in this contract, SPB Classic reserves the right to terminate its obligations under this contract and offer these sponsorship opportunities to other parties.
4. SPB Classic reserves the right to determine the suitability of all material submitted for publication or distribution and to reject material that does not meet its editorial or digital criteria.
5. Neither party shall be liable for failure to perform its obligations under this agreement if the SPB Classic is cancelled or interrupted due to events beyond its reasonable control, including, but not limited to, strikes, terrorism, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body.
6. The provisions of Sponsorship Benefits and these terms and conditions represent the entire agreement between the sponsor and SPB Classic and there are no other agreements, understandings, representations, or warranties. Any modification of the agreement must be agreed to in writing by the sponsor and SPB Classic.
7. This agreement cannot be assigned or otherwise transferred by a sponsor, unless permission is granted in writing by SPB Classic. The rights of SPB Classic under this agreement shall not be deemed waived except as specifically stated in writing signed by an authorized officer of SPB Classic.
8. This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of Florida without regard to choice of law rules. Any action brought by the sponsor to enforce the terms of the contract may be brought only in a court having a jurisdiction within the state of Florida and the sponsor hereby expressly consents to the jurisdiction of any such court. SPB Classic may, however, elect to enforce its rights in any proper jurisdiction. SPB Classic shall be entitled to recover the costs, including reasonable attorneys' fees and/or collection fees, in any action brought to enforce this contract or its rights hereunder.

Signed: ______________________________ Sponsor Name: ______________________________

Date: ____________________

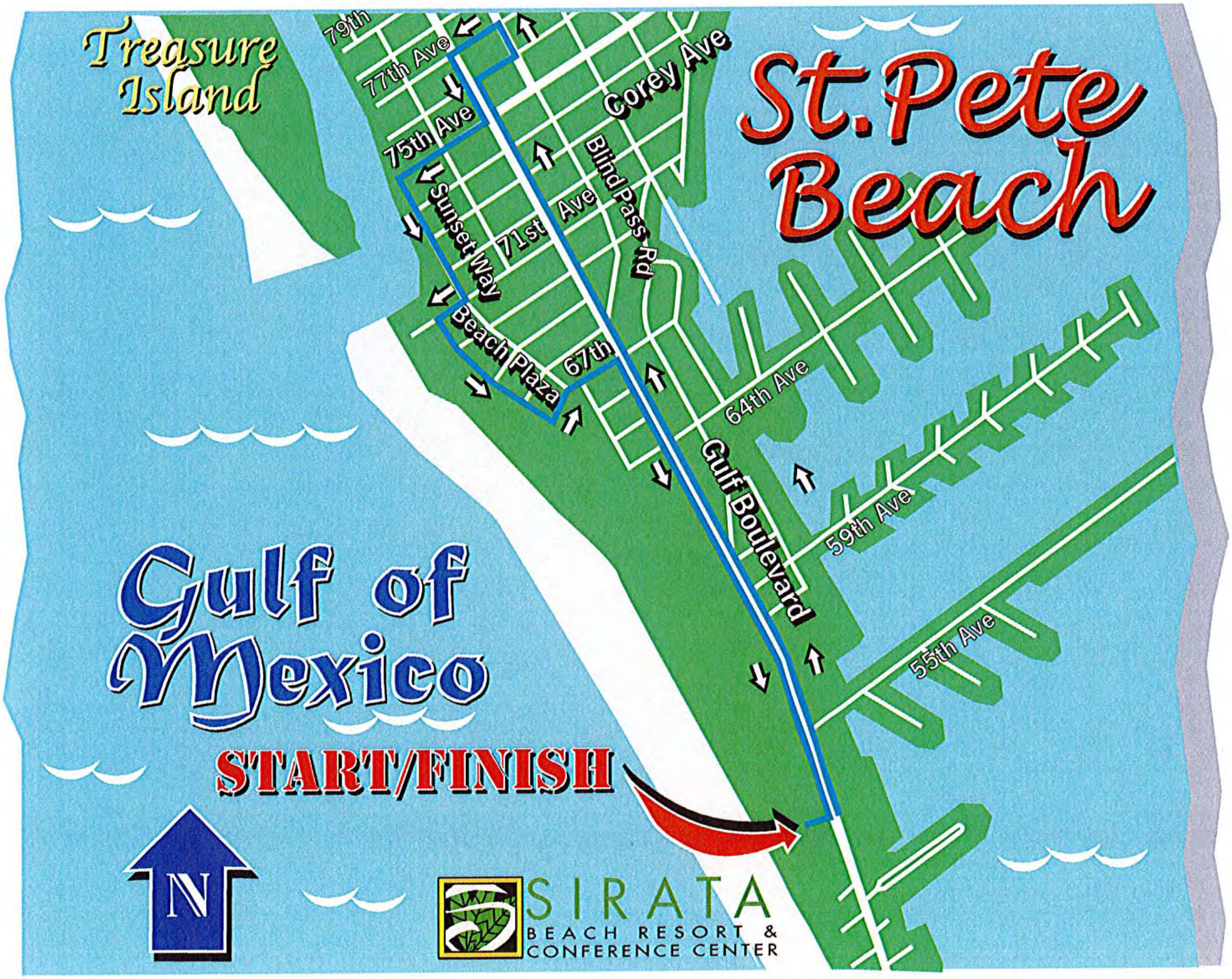
St. Pete Beach
CLASSIC

Course Map

Route

5K ----------

START 5300 Gulf Blvd.
GO NORTH
Right on 76th Ave.
Left on Blind Pass Rd.
Left on 77th Ave.
Left on Gulf Blvd.
Right on 75th Ave.
Left on Sunset Way
Right on 71st Ave.
Left on Beach Plaza
Left on 67th Ave.
Right on Gulf Blvd.
GO SOUTH to Sirata Beach Resort
RIGHT into Sirata to FINISH



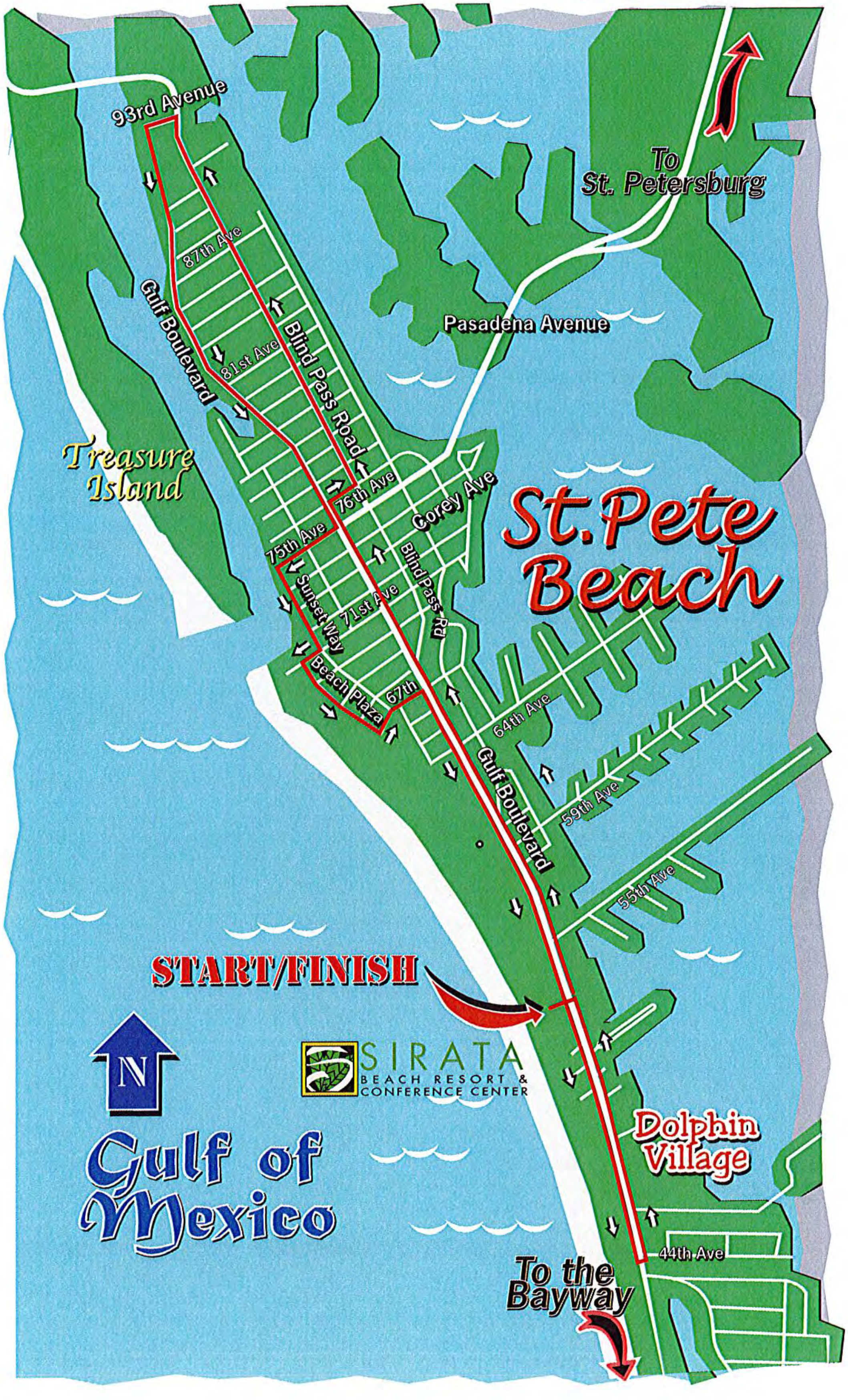
St. Pete Beach CLASSIC

Course Map

Route

10K ----------

START 5300 Gulf Blvd.
GO NORTH
Right on 76th Ave.
Left on Blind Pass Rd.
Left on 93rd Ave.
Left on Gulf Blvd.
Right on 75th Ave.
Left on Sunset Way
Right on 71st Ave.
Left on Beach Plaza
Left on 67th Ave.
Right on Gulf Blvd.
GO SOUTH past 44th Ave.
U-turn and GO NORTH
LEFT into the Sirata to FINISH



St. Pete Beach CLASSIC

Course Map

St. Pete Beach Classic
Maddie Zolfo
Half Marathon Course

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval of the piggyback agreement with Gator Dredging for Harmful Algal Bloom Management Services.

Date: October 22, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: After an 18-month vetting process, the Florida Department of Environmental Protection (FDEP) has awarded Waterfront Property Services, LLC dba Gator Dredging a 3-year contract, with a 3-year renewal option, for Harmful Algal Blooms Management (HAB) services. This agreement contains language that allows local municipalities to piggyback on the FDEP's contract, eliminating the need for each entity to procure its own contractor for these services.

This contract will mostly be activated during a declared algae bloom emergency, such as last years red tide outbreak, but may also be utilized for related services needed by the municipality (e.g. fish cleanup, non-cyanotoxic algae).

Requested Motion: "I move to approve the piggyback agreement with Gator Dredging for Harmful Algal Bloom Management Services."

Attachment:
Draft Piggyback Agreement
Gator Dredging Action Plan
Executed FDEP Contract ES002

Reviewed by the City Manager: AR

AGREEMENT FOR
HARMFUL ALGAL BLOOM MANAGEMENT SERVICES
“PIGGYBACK" FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; CONTRACT NO. ES002

THIS AGREEMENT is entered into this ______________________ 2019 by and between City of St. Pete Beach**,** a Florida municipal corporation (“City"), and **WATERFRONT PROPERTY SERVICES, LLC d/b/a GATOR DREDGING,** (“Vendor”), a Florida registered, limited liability company ("Vendor") located at 13630 50th Way North, Clearwater, FL 33760. The City and Vendor together shall be referred to as the “Parties”.

WITNESSETH:

WHEREAS

A. Authorized by Chapter 2004-466, Laws of Florida, as amended by Chapter 2012-239, Laws of Florida, is legislation allowing a public body to make purchases of goods and services from contracts procured by any other federal, state, or local government entity or any tax-exempt organization under the provisions of section 501(c)(3) of the Internal Revenue Code which is organized exclusively to assist any governmental entity in serving and representing citizens under the terms of a bid submitted to such entity or organization, provided that such contract is procured in compliance with the procuring entity’s or organization’s laws, bylaws, rules, regulations, or ordinances, or policies regarding competitive solicitation, which must provide for full and open competition.

B. Vendor was the successful competitive proposer pursuant to Request for Proposals Contract No. ES002 with the Florida Department of Environmental Protection for Harmful Algal Bloom Management Services and entered into a contract with the Florida Department of Environmental Protection on April 16, 2019.

C. City now desires to contract with Vendor pursuant to the Original Agreement between Florida Department of Environmental Protection and Vendor.

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

    1.1. *Agreement* - This Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.

1.2. *Vendor*- Gator Dredging, whose mailing address is 13630 50th Way North, Clearwater, FL 33760.

1.3. *City* - City of St. Pete Beach, a Florida municipal corporation, whose mailing address is 155 Corey Avenue, St. Pete Beach, FL 33706.

1.4. *Original Agreement* - The Agreement between Florida Department of Environmental Protection and Gator Dredging dated April 16, 2019 as shown in Exhibit A.

1.5. *Pricing* - The item price the City will pay is set forth below and, in the Vendor's, submitted quote as shown in Exhibit A,

2. Purchase Price. The prices set forth in the Vendor's submitted bid proposal shall not be changed during the term of this Agreement.

3. Term and Termination. The term of this Agreement shall begin on ___________ and continue until _4/16/2022__ or unless otherwise terminated as set forth herein. This agreement may be renewed for a period no greater than the term above, or three (3) years, whichever is longer. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

4. Bill To is hereby amended as follows:

Mail Invoice To: Public Works Department
155 Corey Avenue
St. Pete Beach, FL 33706

Contact Person: Brett Warner, City Engineer

5. Independent Contractor Status. City expressly acknowledges the Vendor is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.

7. Indemnity. Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement.

8. Relationship of Parties. Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Vendor in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Vendor, as City is and shall remain an independent contractor by reason of this Agreement.

9. Default. This Agreement is critical to the City and the City reserves the right to immediately cancel or annul either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective within five days of failure of Vendor to perform and not deferred by any additional interval of time. Default shall be considered to be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:

    9.1. The Vendor provides material that does not meet the specifications of the Agreement;

    9.2. The Vendor fails to adequately perform the services set forth in the specifications of the Agreement;

    9.3. The Vendor fails to complete the work required or furnish the materials required within the time stipulated in the Agreement; and

    9.4. The Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

10. Remedies/Opportunity to Cure. If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue any and all remedies available at law or equity, including termination of this agreement without further notice and all rights of vendor hereunder. Vendor shall receive payment for services rendered up to time of termination.

11. Waiver. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be

construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

12. Force Majeure. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue and payment for losses sustained by either party.

13. Assignment. Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

14. Successors and Assigns. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

15. Termination for Convenience. City may at any time and for any reason terminate Vendor's services and work at City's convenience. Upon receipt of such notice, Vendor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Vendor shall be entitled to payment only as follows: (1) the payment for unit items provided of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Vendor plus reasonable overhead and profit as permitted by the contract and approved by City.

16. Severability of Illegal Provisions. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. Non-Discriminatory Employment Practices. During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

18. Public Entity Crimes. Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

19. Insurances: Vendor shall provide proper insurance policies and protection to meet the standard limits of the City.

20. Notice.

    20.1. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

20.1.1. If to City, as set forth in the reference to such party in paragraph 1.3 of this Agreement addressed to the attention of the

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
arey@cityofstpetebeach.org
PH: 727-363-9232

20.1.2. If to Vendor, as set forth in the reference to such party in paragraph 1.2 of this Agreement.

a. With a copy to: William J. Coughlin, III
Gator Dredging
13630 50th Way North
Clearwater, FL 33760
E-Mail: bill@gatordredging.com
PH: 727-527-1300 FAX: 727-5 27-1303

21. Attorneys' Fees. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

22. Jury Waiver. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATE HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

23. Litigation. In the event of any litigation between the parties arising out of this agreement, the prevailing party shall be reimbursed by the other party for all attorneys' fees so incurred. Venue for any such litigation shall be Pinellas County, Florida. The entire Agreement shall be governed by the laws of the State of Florida.

24. Governing Law. This Agreement is and shall be deemed to be an Agreement entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

25. Jurisdiction and Venue. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Pinellas County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Pinellas County. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

26. Reference to Parties. Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

27. Mutuality of Negotiation. Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.

28. Amendment. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

29. Section Headings. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

31. Rights of Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

32. Entire Agreement. This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

33. Contract Documents. The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

Exhibit A- Contract No. ES002 with the Florida Department of Environmental Protection for Harmful Algal Bloom Management Services

34. Public Records: Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK @STPETEBEACH.ORG 155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706).**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above

Waterfront Property Services, LLC
d/b/a Gator Dredging

Signature: ____________________________

By: _________________________________

Its: _________________________________

Date: _______________________________

APPROVED AS TO FORM:

____
Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: ____________________________

By: _________________________________

Its: _________________________________

Date: _______________________________

ATTEST:

____
Rebecca C. Haynes
City Clerk

EXHIBIT “C”

Florida Public Records Law

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

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

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

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address) .

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

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Project Team

GATOR DREDGING

GATOR AQUATIC TECHNOLOGIES

Breen Acres Aquatics, Inc

"All The Finest In Aquatic Life"

ACTION PLAN FOR

HARMFUL ALGAL BLOOM (HAB)

MANAGEMENT SERVICES

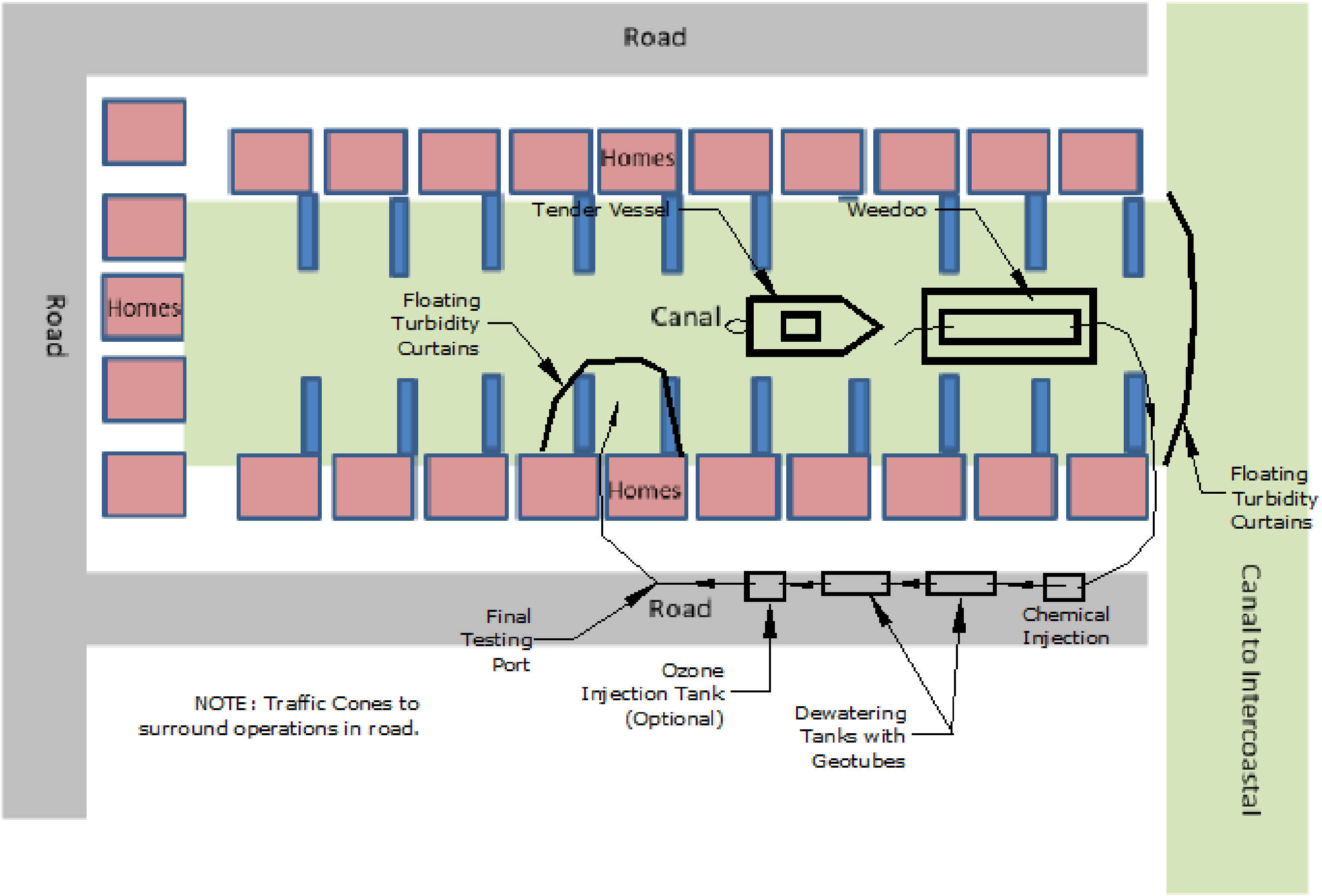
Our team has developed cost effective, unique, and environmentally friendly techniques that are in line with the scope of HAB services as outlined by the FDEP. These techniques allow our team to complete work with great efficiency while improving the environment.

In the following pages we further describe our action plan including the following steps:

1. Mobilization
2. Algae and Cyanotoxin Removal
3. Solids, cyanobacteria, and debris Filtering and Dewatering
4. Destroying the Cyanotoxins

Mobilization

Once a Notice to Proceed is issued, a site plan similar to the exhibit below is developed. The site plan will include the location of the on-land equipment, access areas, staging areas, and any Maintenance of Traffic (MOT) necessary. Mobilization areas could include right of ways, vacant lots, parks, parking lots, and/or roadways.



(Scenario provided by Florida Department of Environmental Protection as example of project site)

Algae and Cyanotoxin Removal

Once mobilization to the site has been completed, Gator Dredging and their sub-contractors will deploy the Turbidity curtains and environmental workboats, known as a Weedoos, into the HAB area. A Weedoo is a specialized suction vessel that is specifically designed to work in waterways that require maneuverability and or the ability to work in shallow water.

Weedoo TC – 3000 pictured here with a suction head. The suction head is ideally suited for algae removal.

Weedoo TC – 3000 showing its ability to operate near structures.

The HAB area will be enclosed with floating turbidity curtains. The turbidity curtains are used to help contain the floating and suspended algae in the work area allowing for more efficient treatment of the HAB area.

Solids, Cyanobacteria, and Debris Filtering and Dewatering

The water and algae containing the Harmful Algal Bloom (HAB) removed by the suction vessels will be pumped in a slurry to Gator Aquatic Technologies (GAT) mobile proprietary mobile dosing system. The dosing system uses real-time measurements of the influent flow and density to control exact dosing for the removal of Blue-Green Algae (Cyanobacteria). The GAT mobile dosing system is fully automated and has remote telemetry controls. The slurry will be dosed with chemicals to allow for proper filtering.

Once dosed with chemicals, the slurry will be transported via temporary pipeline and is captured in Gator Dredging's specialized dewatering / filtering tanks. These tanks are lined with Geosynthetic textile tubes. These tubes capture the HAB material and allow clean filtered water to decant on to the next stage of our treatment process.

Destroying the Cyanotoxins

The final step for the treatment process is to treat the water returning to the waterbody with Ozone. Gator Aquatic Technologies will use Ozone generators to treat the effluent water as it moves through the pipeline and back into the waterbody. This process destroys any remaining Cyanotoxins before the water is returned.

Quality Assurance Methods

Our Superintendents / Project Managers continuously will be monitoring the HAB services activities. Monitoring will include sampling/testing of the return water for cyanotoxins will occur either on site in a mobile laboratory by Gator Aquatic Technologies staff or sent to a third-party laboratory.

Qualifications and Experience

The combined experience of the team is greater than forty years of organic solids removal. The project team has completed and has on going project dating back to 2011. The list of projects includes an ongoing Crystal River, Kings Bay Restoration Project. Which has restored over 27 acres of waterways within Kings Bay.

CONTRACT NO. ES002
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
WATERFRONT PROPERTY SERVICES, LLC, D/B/A GATOR DREDGING

THIS CONTRACT is entered into between the Department of Environmental Protection (Department), an agency of the State of Florida, and Waterfront Property Services, LLC, d/b/a Gator Dredging, 13630 50th Way North, Clearwater, Florida, 33760, (Contractor), a limited liability corporation, to provide Harmful Algal Bloom Management.

NOW, THEREFORE, the parties agree as follows:

<u>SERVICES AND PERFORMANCE</u>

1. **SERVICES.** Department does hereby retain, and Contractor agrees to provide Harmful Algal Bloom Management (services), in accordance with **Attachment A**, Statement of Work (Scope) and all exhibits and Attachments named and incorporated herein by reference. Contractor has been determined to be a vendor to the Department under this Contract.

2. **WORK.**

   A. Contractor shall provide the services specified in the Scope ("Work"). Department shall authorize all work assignments by Task Assignment Notification Form ("TA") or Task Assignment Change Order Form("TACO") (copies attached hereto and made a part hereof as Attachment C and D respectively).

   B. Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until the Contract, and any necessary Amendments or Change Orders, have been fully executed by both Department and Contractor. Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until either 1) a TA/TACO has been fully executed, by both Department and Contractor, or 2) a PO or PO Change Order("CO") has been issued.

   C. In the event services are required that are within the general description of services, but are not specifically set out in the Scope, Department and Contractor reserve the right to negotiate the Task Assignments covering performance of those required services.

   D. There is no minimum amount of Work guaranteed as a result of this Contract. Any and all Work assigned will be at the sole discretion of the Department.

   E. Department reserves the right to not authorize any Work, and may suspend or terminate for cause any Work assigned to Contractor under this or any other contract, if and in the event that the Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative dispute resolution, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

3. **STANDARD OF CARE FOR PERFORMANCE.**

   A. Contractor shall perform as an independent Contractor and not as an agent, representative, or employee of the Department.

   B. Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.

   C. Contractor shall provide competent, suitably qualified personnel. Contractor must notify the Department's Contract Manager of any changes in the personnel identified in this Contract. Notification shall include a detailed explanation of the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience.

D. Contractor shall perform the services in a manner consistent with that level of care and skill ordinarily exercised by other contractors performing the same or similar services under similar circumstances at the time performed.

4. TERM OF CONTRACT.

A. Initial Term. This Contract shall begin upon execution by both parties and shall remain in effect for a period of three (3) years, inclusive.

B. Renewal Term. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

☒ This Contract may be renewed, in writing, on the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than the term above, or three (3) years, whichever is longer. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

☐ This Contract may not be renewed.

COMPENSATION

5. COMPENSATION.

A. As consideration for the services rendered by Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed price/fee schedule basis up to a maximum of amount specified in each TA or TACO for the completion of Work as specified in each TA or TACO.

B. Contractor shall not be compensated for services performed prior to execution of this Contract, nor for services that exceed the funding amount specified herein or in any amendment to this Contract.

6. ANNUAL APPROPRIATION. Department's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature. Authorization for continuation and completion of Work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if state or federal appropriations are reduced or eliminated.

7. PAYMENT METHOD.

A. Contractor shall submit invoices as specified in the Scope.

B. All invoices submitted must be sufficient detail for a proper pre-audit and post-audit review.

C. Department must approve the final deliverable(s) before the Contractor may submit final invoice and any forms.

D. Each invoice, including appropriate supporting documentation as required herein, shall be submitted via email to the following:

Florida Department of Environmental Protection
Office of Ecosystem Restoration
Attn: Katie Wallace
Email address: Katherine.m.wallace@floridadep.gov

E. Contractor shall submit invoices to the Department within thirty (30) days after the date of the Department's written approval of each interim deliverable or the final deliverable specified in the Scope. Contractor's failure to submit invoices within this timeframe may result in **forfeiture** of retainage, if applicable, suspension or termination of remaining work, or the Contractor's **forfeiture** of any unpaid balance for such deliverables.

8. TRAVEL. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

☐ Travel is not authorized under this Contract.

☒ Travel costs are included in the fixed cost amounts of this Contract.

☐ Travel costs shall be paid on a cost-reimbursement basis in accordance with the paragraph contained herein of this Contract.

9. PROMPT PAYMENT.

A. Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to the Contractor for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if a Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516, per Section 215.422, F.S.

B. If a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services, the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), F.S., on the unpaid balance of the invoice. Interest payments of less than $1 will not be issued unless Contractor requests such payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained from DFS' Vendor Ombudsman at the telephone numbers provided above, or the Department's Procurements Section at (850) 245-2361, per Section 215.422, F.S.

10. RELEASE OF CLAIMS. Upon payment for satisfactory completion of any portion of the Work, the Contractor shall execute and deliver to the Department a release of all claims against the Department arising under, or by virtue of, the Work, except claims which are specifically exempted by the Contractor to be set forth therein (**Contractor Release**, using **Attachment G**, - Contractor Affidavit/Release of Claims). Receipt by the Department of the Contractor's Release is a condition of final payment under this Contract. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to this Contract, final payment or settlement upon termination of this Contract shall not constitute a release or waiver of the Department's claims against the Contractor, or the Contractor's sureties, subcontractors, successors or assigns under this Contract or as against applicable performance and payment bonds.

11. PHYSICAL ACCESS AND INSPECTION. As applicable, the Department personnel shall be given access to and may observe and inspect Work being performed under this Contract, including by any of the following methods:

A. Contractor shall provide access to any location or facility on which the Contractor is performing Work, or storing or staging equipment, materials or documents;

B. Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any Work; and,

C. Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any Work or legal requirements.

PARTY REPRESENTATIVES

12. NOTICE. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

13. IDENTIFICATION OF CONTRACT MANAGERS. All matters shall be directed to the Contract Managers for appropriate action or disposition. Any changes to the Contract Manager information identified below must be noticed, in writing, to the other party within ten (10) calendar days of the change. Either party may provide notice to the other party by email identifying a change of a designated Contract Manager and providing the new contact information for the newly designated Contract Manager. Such notice is sufficient to effectuate this change without requiring a written amendment to the Contract. Department and the Contractor Contract Managers and contact information are provided below:

Contractor	**Department**
Waterfront Property Services, LLC, d/b/a Gator Dredging	Department of Environmental Protection Office of Ecosystem Restoration
13630 50th Way North	3900 Commonwealth Blvd, MS 24
Clearwater, FL, 33760	Tallahassee, Florida 32399
Attn: William Coughlin, President/CEO	Attn: Katie Wallace
Phone Number: (727) 527-1300	Phone Number: (850) 245-3183
Email: bill@gatordredging.com	Email: Katherine.m.wallace@floridadep.gov

14. CHANGE ORDERS AND AMENDMENTS. Department may at any time, by written order designated to be a Change Order, make any change in the Work within the general scope of this Contract (e.g., specifications, method or manner of performance, requirements, etc.). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in Contractor's cost or time shall require an appropriate adjustment and modification by Amendment to this Contract. Following execution of this Contract, any future Amendments or Change Orders may be executed by the Department representative with appropriate delegated authority.

CONSEQUENCES FOR FAILURE TO PERFORM

15. DISPUTE RESOLUTION. Any dispute concerning performance of the Contract shall be decided as follows:

A. All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.

B. The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.

C. Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department's response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.

1) All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.

2) Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.

D. Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.

E. Any Claim not resolved at formal conference or mediation, may be the subject of a complaint filed in a court of competent jurisdiction in Leon County, Florida.

16. FINANCIAL CONSEQUENCES FOR UNSATISFACTORY PERFORMANCE.

A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, upon being notified of the unsatisfactory deliverable.

B. If a satisfactory deliverable is not submitted within the specified time frame, the Department may, in its sole discretion: 1) assess liquidated damages if specified in the Contract or its attachments; 2) request from the

Contractor.

agreement to a reduction in the amount payable; 3) suspend all Work until satisfactory performance is achieved, or 4) terminate the Contract for failure to perform, or assign to another vendor.

17. CORRECTIVE ACTION PLAN. In the event that deliverables are unsatisfactory or are not submitted within the specified timeframe, the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (**CAP**) be submitted by the Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.

B. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days, or longer if specified in the approved CAP, to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by the Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.

C. Failure to respond to a Department request for a CAP shall result in suspension or termination of the Contract.

18. PAYMENT AND PERFORMANCE BONDS. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

☒ No Payment or Performance bonds are required.

☐ Contractor shall provide executed Payment and Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in the amount(s) of *$ insert amount*.

☐ Contractor may be required to provide executed Payment and/or Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in an amount of up to one hundred and twenty percent (120%) of the total anticipated cost of any Work.

19. Liquidated Damages. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

☐ No liquidated damages will be assessed.

☒ In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in the Scope, the Contractor hereby covenants and agrees to pay liquidated damages to the Department as follows:

A. Contractor acknowledges that time is of the essence for all services provided under this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages. In addition to any other provisions of this Contract, in the event that the deliverable identified in the Scope, is not completed and submitted by the close of business on the date the deliverable is due, the compensation amount stated for that portion of the Work may be reduced by ten percent (10%) per day for each day the deliverable is late as indicated in the scope of work, with the total amount of the liquidated damages not to exceed the total compensation amount of the Scope deliverable.

B. The date of submission shall be the date of receipt by the Department.

C. If no Department receipt date appears or the date is illegible, the date of submission shall be deemed to be five (5) days prior to receipt by the Contract Manager.

D. If completion is or will be justifiably delayed due to reasons as set out in paragraph contained herein, the Department may grant an extension of time as evidenced by a properly executed Amendment.

E. If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and the Contractor is so notified and requested to respond, the Contractor shall furnish the required additions, deletions, or revisions in accordance with the Scope at no additional cost to the Department.

F. If the additions, deletions, and revisions are not submitted to the Department's Contract Manager in accordance with the Scope, the compensation stated for that portion of the Work may be reduced by ten percent (10%) for each day that the requested deliverable is late, as specified. The total reduction shall not exceed the total amount of the Work.

G. Contractor's failure to respond to a request to correct the deliverables will result in termination of the Work and **forfeiture** of any unpaid balance for such deliverables. Additionally, the Department, at its discretion, may re-assign future Work.

LIABILITY

20. INSURANCE.

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

i. Commercial General Liability Insurance. The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $200,000 each individual's claim and $300,000 each occurrence.

ii. Workers' Compensation and Employer's Liability Coverage. The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Contract.

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

- $300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
- $300,000 Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance. Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Contractors. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

C. Exceptions to Additional Insured Requirements. If the Contractor's insurance is provided through an insurance trust, the Contractor shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Contract requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Contractor is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

E. Proof of Insurance. Upon execution of this Contract, the Contractor shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Contract. Upon receipt of written request from the Department, the Contractor shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

21. INDEMNIFICATION.

A. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors, if authorized under this Contract, and shall fully indemnify, defend, and hold harmless the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, if authorized under this Contract, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

B. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Contractor's products or the Department's operation or use of the Contractor's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Contractor shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. Department shall not be liable for any royalties.

C. The Contractor's obligations under the preceding two (2) paragraphs with respect to any legal action are contingent upon the State or the Department giving Contractor 1) written notice of any action or threatened action, 2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and 3) assistance in defending the action at the Contractor's sole expense.

THIRD PARTIES

22. SUBCONTRACTING. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

☐ Contractor shall not subcontract any work under this Contract.

☒ A. Contractor shall not subcontract any work under this Contract without the prior written consent of the Department's Contract Manager. Department reserves the right to reject any proposed subcontractor based upon the Department's prior experience with subcontractor, subcontractor's reputation, or the Department's lack of adequate assurance of performance by subcontractor. Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.

B. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

23. NONASSIGNABILITY. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Contract (its **Rights and Duties**), without the prior written consent of the Department. Contractor shall remain liable for performance of its Rights and Duties, regardless of any assignment to or assumption by any third party, notwithstanding any approval thereof by the Department. However, the Department may expressly release the Contractor from any and all Rights and Duties through a novation accompanying an approved assignment. Department may assign the Department's Rights and Duties, but shall give prior written notice of its intent to do so to the Contractor. The foregoing notwithstanding, the Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State.

24. THIRD PARTY BENEFICIARIES. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

SUSPENSION AND TERMINATION

25. SUSPENSION.

A. Department may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for failure to perform, or as otherwise specified herein, such period of time as the Department may determine to be appropriate for any of the following reasons:

1.) Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;

2.) Contractor's or subcontractor's, if authorized under this Contract, insurer or surety notifies the Department that any of its required insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the insurance or bond cancellation or termination date;

3.) Contractor or subcontractor, if authorized under this Contract, materially violates safety laws or other constraints;

4.) Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension; or

5.) For the convenience of the Department.

B. If the performance of all or any part of the Work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Department in administration of the Work, or by the Department's failure to act within a reasonable time to review or approve an invoice, the Department shall provide an equitable extension of the time allowed to complete the Work and modify the Scope accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption if and to the extent that:

1.) Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or

2.) Equitable adjustment is provided for (or excluded) under any other provision of this Contract.

C. Contractor shall not be compensated for Work performed subsequent to a notice of suspension by Department.

26. TERMINATION.

A. Department may terminate this Contract at any time for cause, in the event of the failure of the Contractor to fulfill any of its obligations. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate for cause, including the reasons for such, and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination. Contractor may be afforded the possibility of curing any default at the sole discretion of the Department.

B. The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor. Termination for convenience shall not entitle either party to any indirect, special or resulting damages, lost profits, costs or penalties, and the Contractor shall be entitled only to recover those amounts earned by it for authorized deliverables completed up to the date of termination (or as may be agreed to in writing by the Department for completion of all or any portion of the Work in process).

SPECIAL CONDITIONS

27. ADDITIONAL QUANTITIES. For a period not exceeding the term of this contract, the Department reserves the right to acquire additional quantities on an as-needed basis, depending on the availability of funds, at the same unit price(s), terms and conditions.

NOTE: This section supersedes Section 6.00, General Contract Conditions (PUR-1000), Paragraph 5, Additional Quantities.

28. ADDITIONS / DELETIONS. During the term of the contract resulting from this bid, the Department shall have the right to make product changes that result in additions, deletions, or revisions to awarded items / services. Specifications and prices of items added or revised must be agreed upon in writing by both the Department and Contractor. Prices of added or revised items shall be mutually agreed upon by the Department and Contractor.

29. DISCLOSURE OF LITIGATION. The contractor shall promptly notify the Department of any criminal litigation, investigations or proceedings which arise during the term involving the contractor, or, to the extent the contractor is aware, any of the contractor's subcontractors or any of the foregoing entities' then-current officers or directors. In addition, the contractor shall promptly notify the Department of any civil litigation, arbitration or proceeding which arises during the term of the contract and extensions thereto, to which the contractor (or, to the extent the contractor is aware, any Subcontractor hereunder) is a party, and which involves:

A claim or written allegation of fraud against the contractor or, to the extent the contractor is aware, any subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. All notices under this section must be provided to the Department within thirty (30) business days following the date on which the contractor first becomes aware of any such litigation, investigation, arbitration or other proceeding (collectively, a Proceeding). Details of settlements, which are prevented from disclosure by the terms of the settlement, may be annotated as such.

GENERAL CONDITIONS

30. ATTORNEY'S FEES. In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

31. CONFLICT OF INTEREST. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance of this Contract or the Services required hereunder.

32. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract including, but not limited to, local health and safety rules and regulations. This provision shall be included in all subcontracts issued as a result of this Contract.

33. DISQUALIFICATION.

A. The employment of unauthorized aliens by the Contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

B. Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to State of Florida Executive Order No.: 11-116. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work.

34. EXECUTION IN COUNTERPARTS. This Contract, and any Change Orders or Amendments thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

35. FORCE MAJEURE. Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either 1) within five (5) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within ten (10) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted by the Contractor against the Department. Contractor shall not be entitled to an increase in the price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, in which case the Department may 1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products subjected to allocation, or 2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or 3) terminate the Contract in whole or in part.

36. FORUM SELECTION, SEVERABILITY, AND CHOICE OF LAW. This Contract has been delivered in the State of Florida and shall be construed in accordance with substantive and procedural laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection with this Contract shall be brought in a court of competent jurisdiction located in Leon County, Florida.

37. GOVERNMENTAL RESTRICTIONS. If the Contractor believes that any governmental restrictions require alteration of the material, quality, workmanship or performance of the products offered under this Contract, the Contractor shall immediately notify the Department so in writing, identifying the specific restriction and alteration. Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Department. Contractor's failure to timely notify the Department of its asserted belief shall constitute a waiver of such claim.

38. HEADINGS. The headings contained herein are for convenience only, do not constitute a part of this Contract and shall not be deemed to limit or affect any of the provisions hereof.

39. INTEGRATION. This Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

40. INTERPRETATION OF CONTRACT.

A. Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.

B. Contractor acknowledges and agrees that it has independently reviewed this Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) this Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used. Contractor further acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Response, to review the terms and conditions of this Contract and to bring to the attention of the Department any conflicts or ambiguities contained therein.

41. MODIFICATIONS REQUIRED BY LAW. Department reserves the right to revise this Contract to include additional language required by Federal agency(ies) or other sources awarding funding to the Department in support of this Contract, if applicable, and to include changes required by Florida Administrative Code rule changes.

42. ELIGIBLE USERS.

A. Other State of Florida Governmental entities may purchase from this Contract, provided such use of the Contract has been determined to be cost effective by the Entity and in the best interest of the State.

B. The Contractor has the option of selling the commodities or services described under this Contract to other State of Florida governmental entities at the Contractor's discretion.

C. Eligible users of this Contract include other State of Florida Agencies (including members of the State University System and Community College System), Water Management Districts, Counties, Local County Boards of Public Institution, Municipalities, and other local public agencies or authorities.

D. The general terms and conditions of this Contract shall apply to the services procured by other State of Florida governmental entities referencing this Contract.

E. Funding mechanisms/work assignments must be executed in advance of work performed for another State of Florida governmental entity. The governmental entity shall utilize appropriate funding mechanisms (purchase orders, etc.) to authorize performance by the Contractor.

F. All work performed under a funding mechanism executed by another State of Florida governmental entity shall be the responsibility of the governmental entity for payment. The Department shall not be responsible for payment of any services performed under this section of the Contract.

G. This Contract shall only be used by other governmental entities in accordance with the Eligible Users' Scope of Services Section, in Attachment A Statement of Work.

H. Contract/Project Managers shall be identified for each work assignment executed between the Contractor and another governmental entity. The Department's Contract/Project Manager shall not be responsible for any work performed under this section of the Contract.

43. MYFLORIDAMARKETPLACE TRANSACTION FEE.

A. The State of Florida through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(22)(c), F.S. (2015), all payments shall be assessed a Transaction Fee which the Contractor shall pay the State unless exempt pursuant to Rule 60A-1.032, Florida Administrative Code (F.A.C.).

B. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code (F.A.C.). By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

C. Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) is/are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Contract.

D. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS THAT ARE DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

44. NONDISCRIMINATION.

A. Contractor certifies that no person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

B. Contractor certifies that neither it nor any affiliate is or has been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, if authorized under this Contract, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services ("DMS") is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

C. Contractor shall comply with the Americans with Disabilities Act.

45. NON-SOLICITATION. Contractor covenants and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

46. NON-WAIVER OF RIGHTS. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

47. ORDER OF PRECEDENCE. In the event of a conflict in terms between any of the components of this Contract, the order of precedence for resolving such conflict shall be as follows (1 being the highest precedence):

1. Body of this Contract;
2. Scope;
3. All other attachments to this Contract;
4. Documents, agreements and exhibits incorporated herein by reference;
5. Solicitation, including all attachments, addenda, and questions and answers; and
6. Contractor's Response to the Solicitation.

48. OWNERSHIP OF DOCUMENTS. All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

49. P.R.I.D.E. When possible, the Contractor agrees that any articles which are the subject of, or required to carry out, this Contract shall be purchased from P.R.I.D.E. as specified in Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with P.R.I.D.E. are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, Florida 33716-1826
Toll Free: 1-800-643-8459
Website: http://www.pride-enterprises.org/

50. PUBLIC ENTITY CRIMES. A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, if authorized under this Contract, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount for Category Two (as defined in Section 287.017, F.S.), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to Section 287.133, F.S. Contractor certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the Department within five (5) days of its, or any of its affiliate's, placement thereon.

51. PUBLIC RECORDS. Public Records Requirements (**Attachment H**), as attached to this Contract, are hereby incorporated into the Contract.

52. RECORD KEEPING AND AUDIT.

A. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (**US GAAP**) consistently applied. Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion or termination. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor, if authorized under this Contract, to maintain and allow access to such records for audit purposes.

B. The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts, issued under this Contract, if any, impose this requirement, in writing, on its subcontractors, if authorized under this Contract.

53. REMEDIES. All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election **hereunder** shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

54. RESPECT OF FLORIDA. When possible, the Contractor agrees that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency is concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946

(850) 487-1471
Website: www.respectofflorida.org

55. SCRUTINIZED COMPANIES.

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

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

C. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

56. TAX EXEMPTION. Contractor recognizes that the Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

57. WARRANTY OF ABILITY TO PERFORM. Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of this Contract and any renewals.

58. WARRANTY OF AUTHORITY. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

Waterfront Property Services, LLC, d/b/a Gator Dredging

By: ______________________
William J. Coughlin, III, President

Date: April 10, 2019

Florida Department of Environmental Protection

By: ______________________

Date: 4/16/19

FEID No. 20-3403593

List of attachments/exhibits included as part of this Contract:

Specify Type / Letter	Description
Attachment A	Statement of Work (2 pages)
Attachment B	Rate Schedule (6 pages)
Attachment C	Task Assignment Notification Form (1 page)
Attachment D	Task Assignment Change Order Form (1 page)
Attachment E	Contractor Affidavit / Release of Claim Form (1 page)
Attachment F	Public Records Requirement (1 page)
Attachment G	Liquidated Damages Assessment Form (1 page)
Attachment H	General Contract Conditions (PUR 1000)

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ATTACHMENT A
STATEMENT OF WORK

1.01 Scope of Services. All services shall be performed in accordance with the requirements set forth in this section. The timeframes outlined in the Scope may be modified at the sole discretion of the Department if required for a particular Task Order. Any changes to the timeframes outlined in the scope will be agreed to in writing in the Task Order. The Department may request any or all the services outlined in the Scope of Services from the Contractor on an as needed basis.

Once a contract is awarded, Contractor selection for each specific incident will be determined based on the information provided in the technical submittals, cost estimates, and specific characteristics of the incident in the sole discretion of the Department. No minimum amount of work is guaranteed under the contract(s) resulting from this Solicitation.

A. **Notification of HAB.** Contractors will be notified via email of a HAB. Contractors will have four (4) business hours to respond if they are interested in the task. The Department will provide details about the HAB to interested Contractors and the Contractors will have one (1) business day to respond with a quote for the cleanup. The Department will notify the selected Contractor within one (1) business day.

B. **Response Locations.** Due to the unpredictable nature of HAB development, the selected Contractor(s) will be required to arrive and initiate cleanup at locations throughout the State of Florida within 48 hours of assignment by the Department. The Contractor will be responsible for securing access with the landowners. The Department is not responsible for denied access.

C. **Time to Complete.** The selected Contractor(s) would be required to complete services within seven (7) calendar days of arrival to locations of HAB development. If cleanup cannot be completed within seven (7) calendar days the respondent must provide an estimate of proposed cleanup time to the Department by day five (5) of cleanup efforts.

D. **Infrastructure Needs.** The selected Contractor(s) is responsible for meeting any infrastructure needs to complete the services. This includes insuring the availability of road/boat ramp/waterbody access, access to electricity or water, appropriately sized and situated area for performing services, and any other infrastructure required (i.e. permits) by the selected Contractor(s).

E. **Disposal.** The selected Contractor(s) is responsible for the proper disposal of all materials associated with the services provided including, but not limited to, containment devices, algal mats and other material removed by the services, by-products of the services provided, as well as any materials associated with the services provided.

F. **Analytical Services.** The selected Contractor(s) is responsible for any water quality analysis required to monitor the dosing of any additives or effectiveness of treatments, while the cleanup is ongoing, as well as any water quality analyses that the Department requires due to the nature of the services provided. Final chemical evaluation of the waterbody for cyanotoxins and other parameters of the Department's choosing, once the Contractor has indicated their treatment is complete, will be performed by the Department, at the Department's expense.

1.02 Contractor Responsibilities.

A. The Contractor shall perform services to provide the following deliverables in accordance with the chart below:

Deliverable(s)	Task(s)	Performance Standards	Supporting Documentation	Financial Consequence(s)
1. Removal of HAB	a. Mobilize within 48 hours after receipt of Notice to Proceed	a. Arrive within prescribed time with correct personnel.	a. Daily Log	a. Reduction of invoice by 10% for every day late.
	b. Cleanup cyanobacteria mat using approved methods	b. DEP Lab results confirm cyanotoxin level at one (1) microgram per liter within 7	b. Photos and daily log	b. Reduction of invoice by 10% for every day late.

		days or as otherwise specified in the Task Order.		
	c. Email Daily Log of the previous day's site activities, list of equipment operating on-site, personnel on-site, estimated percentage complete, a description of daily weather conditions, daily photographs of algae impacted area, and planned activities for the following day.	c. Delivered on time and accurate.	c. Daily log	c. Reduction of invoice by 10% for every day late.
2. Photos of the cleanup site location at completion	Provide photos of cleanup site	Photos show no visible cyanobacteria mat.	Photos	No payment until receipt of the photos

B. The Contractor shall contact the Department's Project Manager via email and telephone stating the cleanup is complete.

C. Once the Department's sampling confirms that cleanup is complete, the Contractor will submit an invoice to the Department's Administrative Contract Manager within 30 business days upon receipt of the Letter of Cleanup Certification from the Department's Project Manager. The Contractor shall also include a copy of the Letter of Cleanup Certification, timesheets, disposal cost (tip fee) receipts, and equipment rental receipts with the invoice.

1.03 Department Responsibilities.

A. The Department (DEP Site Representative) will access the location of the potential HAB;

B. The Department (Project Manager) will confirm the HAB;

C. The Department (Project Manager) will issue a Notice to Proceed to the Contractor;

1. After the Contractor notifies the Department that the cleanup is complete, the Department's Project Manager will contact the DEP Site Representative. The DEP Site Representative will arrive to the cleanup location within two (2) business days of the Contractor's notice of completion;

2. The Department (DEP Site Representative) will sample the water where the HAB occurred:

   (a) On the sample(s) confirm the cleanup is complete, the Department's Project Manager will provide a Letter of Cleanup Certification to the Contractor within five (5) business days.

1.04 Eligible Users' Scope of Services.

Eligible users may purchase services from the Contract at the rates provided by the Contractors, however, they shall develop their own scopes and outline their own standards and approval processes for their individual task orders. The Department shall not be involved in any oversight, testing, or approvals, or have any other contractual obligations in the contracts between the eligible users and the Contractors awarded under this solicitation.

ATTACHMENT B
RATE SHEET(S)

BEST AND FINAL OFFER RATE SHEET FOR NORTHWEST DISTRICT							
SERVICE	**NOT TO EXCEED RATES**						
	Initial Term Year 1	**Initial Term Year 2**	**Initial Term Year 3**		**Renewal Term Year 1**	**Renewal Term Year 2**	**Renewal Term Year 3**
AIR QUALITY MONITORING (PER ANALYSIS)							
1. Ozone	$56.10	$56.10	$56.10		$61.20	$61.20	$61.20
RETURN WATER MONITORING (PER ANALYSIS)							
1. Cyantoxins	$96.90	$96.90	$96.90		$106.08	$106.08	$106.08
2. Residual Polymer	$86.70	$86.70	$86.70		$94.86	$94.86	$94.86
DISPOSAL COSTS (FIXED PRICE)							
1. Includes: Tipping Fees; equipment and employee billed below	$18,003.00	$18,003.00	$18,003.00		$19,743.12	$19,743.12	$19,743.12
PERSONNEL (LIST ALL EMPLOYEE DESCRIPTIONS) (HOURLY RATE)							
1. President	$153.00	$153.00	$153.00		$167.28	$167.28	$167.28
2. Operations Manager	$86.70	$86.70	$86.70		$94.86	$94.86	$94.86
3. Project Superintendent	$76.50	$76.50	$76.50		$83.64	$83.64	$83.64
4. Equipment Operator (Weedoo)	$181.56	$181.56	$181.56		$198.90	$198.90	$198.90
5. Crew Member	$56.10	$56.10	$56.10		$61.20	$61.20	$61.20
6. Truck Driver	$61.20	$61.20	$61.20		$67.32	$67.32	$67.32
EQUIPMENT (LIST DESCRIPTIONS) (DAILY RATE)							
1. Weedoo; includes: hoses, floats, turbidity curtain, tender vessel, fuel	$5,100.00	$5,100.00	$5,100.00		$5,592.66	$5,592.66	$5,592.66
2. Dewatering Tanks: includes; geotube, hoses, vibrators	$816.00	$816.00	$816.00		$894.54	$894.54	$894.54
3. Vaccuum Pump; includes hoses, fuel	$51.00	$51.00	$51.00		$56.10	$56.10	$56.10
4. Chemical trailer: includes generator, fuel, chemicals	$2,244.00	$2,244.00	$2,244.00		$2,461.26	$2,461.26	$2,461.26
5. Roll-Off Truck; includes fuel	$663.00	$663.00	$663.00		$727.26	$727.26	$727.26
6. Storage Trailer; includes hand tools	$255.00	$255.00	$255.00		$279.48	$279.48	$279.48
MOBILIZATION / DEMOBILIZATION (FIXED PRICE)							
1. Mobilization	$48,858.00	$48,858.00	$48,858.00		$53,580.60	$53,580.60	$53,580.60
2. Demobilization	$17,391.00	$17,391.00	$17,391.00		$19,071.96	$19,071.96	$19,071.96

BEST AND FINAL OFFER RATE SHEET FOR NORTHEAST DISTRICT

SERVICE	NOT TO EXCEED RATES						
	Initial Term Year 1	Initial Term Year 2	Initial Term Year 3		Renewal Term Year 1	Renewal Term Year 2	Renewal Term Year 3
AIR QUALITY MONITORING (PER ANALYSIS)							
1. Ozone	$55.00	$55.00	$55.00		$60.00	$60.00	$60.00
RETURN WATER MONITORING (PER ANALYSIS)							
1. Cyantoxins	$95.00	$95.00	$95.00		$104.00	$104.00	$104.00
2. Residual Polymer	$85.00	$85.00	$85.00		$93.00	$93.00	$93.00
DISPOSAL COSTS (FIXED PRICE)							
1.	$17,650.00	$17,650.00	$17,650.00		$19,356.00	$19,356.00	$19,356.00
PERSONNEL (LIST ALL EMPLOYEE DESCRIPTIONS) (HOURLY RATE)							
1. President	$150.00	$150.00	$150.00		$164.00	$164.00	$164.00
2. Operations Manager	$85.00	$85.00	$85.00		$93.00	$93.00	$93.00
3. Project Superintendent	$75.00	$75.00	$75.00		$82.00	$82.00	$82.00
4. Equipment Operator (Weedoo)	$178.00	$178.00	$178.00		$195.00	$195.00	$195.00
5. Crew Member	$55.00	$55.00	$55.00		$60.00	$60.00	$60.00
6. Truck Driver	$60.00	$60.00	$60.00		$66.00	$66.00	$66.00
EQUIPMENT (LIST DESCRIPTIONS) (DAILY RATE)							
1. Weedoo; includes: hoses, floats, turbidity curtain, tender vessel, fuel	$5,000.00	$5,000.00	$5,000.00		$5,483.00	$5,483.00	$5,483.00
2. Dewatering Tanks: includes; geotube, hoses, vibrators	$800.00	$800.00	$800.00		$877.00	$877.00	$877.00
3. Vaccuum Pump; includes hoses, fuel	$50.00	$50.00	$50.00		$55.00	$55.00	$55.00
4. Chemical trailer: includes generator, fuel, chemicals	$2,200.00	$2,200.00	$2,200.00		$2,413.00	$2,413.00	$2,413.00
5. Roll-Off Truck; includes fuel	$650.00	$650.00	$650.00		$713.00	$713.00	$713.00
6. Storage Trailer; includes hand tools	$250.00	$250.00	$250.00		$274.00	$274.00	$274.00
MOBILIZATION / DEMOBILIZATION (FIXED PRICE)							
1. Mobilization	$47,900.00	$47,900.00	$47,900.00		$52,530.00	$52,530.00	$52,530.00
2. Demobilization	$17,050.00	$17,050.00	$17,050.00		$18,698.00	$18,698.00	$18,698.00

BEST AND FINAL OFFER RATE SHEET FOR SOUTHWEST DISTRICT							
SERVICE	NOT TO EXCEED RATES						
	Initial Term Year 1	Initial Term Year 2	Initial Term Year 3		Renewal Term Year 1	Renewal Term Year 2	Renewal Term Year 3
AIR QUALITY MONITORING (PER ANALYSIS)							
1. Ozone	$53.90	$53.90	$53.90		$58.80	$58.80	$60.00
RETURN WATER MONITORING (PER ANALYSIS)							
1. Cyantoxins	$93.10	$93.10	$93.10		$101.92	$101.92	$104.00
2. Residual Polymer	$83.30	$83.30	$83.30		$91.14	$91.14	$93.00
DISPOSAL COSTS (FIXED PRICE)							
1.	$17,297.00	$17,297.00	$17,297.00		$18,968.88	$18,968.88	$18,968.88
PERSONNEL (LIST ALL EMPLOYEE DESCRIPTIONS) (HOURLY RATE)							
1. President	$147.00	$147.00	$147.00		$160.72	$160.72	$160.72
2. Operations Manager	$83.30	$83.30	$83.30		$91.14	$91.14	$91.14
3. Project Superintendent	$73.50	$73.50	$73.50		$80.36	$80.36	$80.36
4. Equipment Operator (Weedoo)	$174.44	$174.44	$174.44		$191.10	$191.10	$191.10
5. Crew Member	$53.90	$53.90	$53.90		$58.80	$58.80	$58.80
6. Truck Driver	$58.80	$58.80	$58.80		$64.68	$64.68	$64.68
EQUIPMENT (LIST DESCRIPTIONS) (DAILY RATE)							
1. Weedoo; includes: hoses, floats, turbidity curtain, tender vessel, fuel	$4,900.00	$4,900.00	$4,900.00		$5,373.34	$5,373.34	$5,373.34
2. Dewatering Tanks: includes; geotube, hoses, vibrators	$784.00	$784.00	$784.00		$859.46	$859.46	$859.46
3. Vaccuum Pump; includes hoses, fuel	$49.00	$49.00	$49.00		$53.90	$53.90	$53.90
4. Chemical trailer: includes generator, fuel, chemicals	$2,156.00	$2,156.00	$2,156.00		$2,364.74	$2,364.74	$2,364.74
5. Roll-Off Truck; includes fuel	$637.00	$637.00	$637.00		$698.74	$698.74	$698.74
6. Storage Trailer; includes hand tools	$245.00	$245.00	$245.00		$268.52	$268.52	$268.52
MOBILIZATION / DEMOBILIZATION (FIXED PRICE)							
1. Mobilization	$46,942.00	$46,942.00	$46,942.00		$51,479.40	$51,479.40	$51,479.40
2. Demobilization	$16,709.00	$16,709.00	$16,709.00		$18,324.04	$18,324.04	$18,324.04

BEST AND FINAL OFFER RATE SHEET FOR CENTRAL DISTRICT

SERVICE	NOT TO EXCEED RATES						
	Initial Term Year 1	Initial Term Year 2	Initial Term Year 3		Renewal Term Year 1	Renewal Term Year 2	Renewal Term Year 3
AIR QUALITY MONITORING (PER ANALYSIS)							
1. Ozone	$53.90	$53.90	$53.90		$58.80	$58.80	$60.00
RETURN WATER MONITORING (PER ANALYSIS)							
1. Cyantoxins	$93.10	$93.10	$93.10		$101.92	$101.92	$104.00
2. Residual Polymer	$83.30	$83.30	$83.30		$91.14	$91.14	$93.00
DISPOSAL COSTS (FIXED PRICE)							
1.	$17,297.00	$17,297.00	$17,297.00		$18,968.88	$18,968.88	$18,968.88
PERSONNEL (LIST ALL EMPLOYEE DESCRIPTIONS) (HOURLY RATE)							
1. President	$147.00	$147.00	$147.00		$160.72	$160.72	$160.72
2. Operations Manager	$83.30	$83.30	$83.30		$91.14	$91.14	$91.14
3. Project Superintendent	$73.50	$73.50	$73.50		$80.36	$80.36	$80.36
4. Equipment Operator (Weedoo)	$174.44	$174.44	$174.44		$191.10	$191.10	$191.10
5. Crew Member	$53.90	$53.90	$53.90		$58.80	$58.80	$58.80
6. Truck Driver	$58.80	$58.80	$58.80		$64.68	$64.68	$64.68
EQUIPMENT (LIST DESCRIPTIONS) (DAILY RATE)							
1. Weedoo; includes: hoses, floats, turbidity curtain, tender vessel, fuel	$4,900.00	$4,900.00	$4,900.00		$5,373.34	$5,373.34	$5,373.34
2. Dewatering Tanks: includes; geotube, hoses, vibrators	$784.00	$784.00	$784.00		$859.46	$859.46	$859.46
3. Vaccuum Pump; includes hoses, fuel	$49.00	$49.00	$49.00		$53.90	$53.90	$53.90
4. Chemical trailer: includes generator, fuel, chemicals	$2,156.00	$2,156.00	$2,156.00		$2,364.74	$2,364.74	$2,364.74
5. Roll-Off Truck; includes fuel	$637.00	$637.00	$637.00		$698.74	$698.74	$698.74
6. Storage Trailer; includes hand tools	$245.00	$245.00	$245.00		$268.52	$268.52	$268.52
MOBILIZATION / DEMOBILIZATION (FIXED PRICE)							
1. Mobilization	$46,942.00	$46,942.00	$46,942.00		$51,479.40	$51,479.40	$51,479.40
2. Demobilization	$16,709.00	$16,709.00	$16,709.00		$18,324.04	$18,324.04	$18,324.04

BEST AND FINAL OFFER RATE SHEET FOR SOUTH DISTRICT

SERVICE	NOT TO EXCEED RATES						
	Initial Term Year 1	Initial Term Year 2	Initial Term Year 3		Renewal Term Year 1	Renewal Term Year 2	Renewal Term Year 3
AIR QUALITY MONITORING (PER ANALYSIS)							
1. Ozone	$55.00	$55.00	$55.00		$60.00	$60.00	$60.00
RETURN WATER MONITORING (PER ANALYSIS)							
1. Cyantoxins	$95.00	$95.00	$95.00		$104.00	$104.00	$104.00
2. Residual Polymer	$85.00	$85.00	$85.00		$93.00	$93.00	$93.00
DISPOSAL COSTS (FIXED PRICE)							
1.	$17,650.00	$17,650.00	$17,650.00		$19,356.00	$19,356.00	$19,356.00
PERSONNEL (LIST ALL EMPLOYEE DESCRIPTIONS) (HOURLY RATE)							
1. President	$150.00	$150.00	$150.00		$164.00	$164.00	$164.00
2. Operations Manager	$85.00	$85.00	$85.00		$93.00	$93.00	$93.00
3. Project Superintendent	$75.00	$75.00	$75.00		$82.00	$82.00	$82.00
4. Equipment Operator (Weedoo)	$178.00	$178.00	$178.00		$195.00	$195.00	$195.00
5. Crew Member	$55.00	$55.00	$55.00		$60.00	$60.00	$60.00
6. Truck Driver	$60.00	$60.00	$60.00		$66.00	$66.00	$66.00
EQUIPMENT (LIST DESCRIPTIONS) (DAILY RATE)							
1. Weedoo; includes: hoses, floats, turbidity curtain, tender vessel, fuel	$5,000.00	$5,000.00	$5,000.00		$5,483.00	$5,483.00	$5,483.00
2. Dewatering Tanks: includes; geotube, hoses, vibrators	$800.00	$800.00	$800.00		$877.00	$877.00	$877.00
3. Vaccuum Pump; includes hoses, fuel	$50.00	$50.00	$50.00		$55.00	$55.00	$55.00
4. Chemical trailer: includes generator, fuel, chemicals	$2,200.00	$2,200.00	$2,200.00		$2,413.00	$2,413.00	$2,413.00
5. Roll-Off Truck; includes fuel	$650.00	$650.00	$650.00		$713.00	$713.00	$713.00
6. Storage Trailer; includes hand tools	$250.00	$250.00	$250.00		$274.00	$274.00	$274.00
MOBILIZATION / DEMOBILIZATION (FIXED PRICE)							
1. Mobilization	$47,900.00	$47,900.00	$47,900.00		$52,530.00	$52,530.00	$52,530.00
2. Demobilization	$17,050.00	$17,050.00	$17,050.00		$18,698.00	$18,698.00	$18,698.00

BEST AND FINAL OFFER RATE SHEET FOR SOUTHEAST DISTRICT

SERVICE	NOT TO EXCEED RATES						
	Initial Term Year 1	Initial Term Year 2	Initial Term Year 3		Renewal Term Year 1	Renewal Term Year 2	Renewal Term Year 3
AIR QUALITY MONITORING (PER ANALYSIS)							
1. Ozone	$55.00	$55.00	$55.00		$60.00	$60.00	$60.00
RETURN WATER MONITORING (PER ANALYSIS)							
1. Cyantoxins	$95.00	$95.00	$95.00		$104.00	$104.00	$104.00
2. Residual Polymer	$85.00	$85.00	$85.00		$93.00	$93.00	$93.00
DISPOSAL COSTS (FIXED PRICE)							
1.	$17,650.00	$17,650.00	$17,650.00		$19,356.00	$19,356.00	$19,356.00
PERSONNEL (LIST ALL EMPLOYEE DESCRIPTIONS) (HOURLY RATE)							
1. President	$150.00	$150.00	$150.00		$164.00	$164.00	$164.00
2. Operations Manager	$85.00	$85.00	$85.00		$93.00	$93.00	$93.00
3. Project Superintendent	$75.00	$75.00	$75.00		$82.00	$82.00	$82.00
4. Equipment Operator (Weedoo)	$178.00	$178.00	$178.00		$195.00	$195.00	$195.00
5. Crew Member	$55.00	$55.00	$55.00		$60.00	$60.00	$60.00
6. Truck Driver	$60.00	$60.00	$60.00		$66.00	$66.00	$66.00
EQUIPMENT (LIST DESCRIPTIONS) (DAILY RATE)							
1. Weedoo; includes: hoses, floats, turbidity curtain, tender vessel, fuel	$5,000.00	$5,000.00	$5,000.00		$5,483.00	$5,483.00	$5,483.00
2. Dewatering Tanks: includes; geotube, hoses, vibrators	$800.00	$800.00	$800.00		$877.00	$877.00	$877.00
3. Vaccuum Pump; includes hoses, fuel	$50.00	$50.00	$50.00		$55.00	$55.00	$55.00
4. Chemical trailer: includes generator, fuel, chemicals	$2,200.00	$2,200.00	$2,200.00		$2,413.00	$2,413.00	$2,413.00
5. Roll-Off Truck; includes fuel	$650.00	$650.00	$650.00		$713.00	$713.00	$713.00
6. Storage Trailer; includes hand tools	$250.00	$250.00	$250.00		$274.00	$274.00	$274.00
MOBILIZATION / DEMOBILIZATION (FIXED PRICE)							
1. Mobilization	$47,900.00	$47,900.00	$47,900.00		$52,530.00	$52,530.00	$52,530.00
2. Demobilization	$17,050.00	$17,050.00	$17,050.00		$18,698.00	$18,698.00	$18,698.00
3.							
4.							
5.							

ATTACHMENT C – TASK ASSIGNMENT FORM

DEP CONTRACT NO.______

Task Assignment Number:____Date:__________________________________

Contractor Name:____

Contractor Representative:____

DEP Contract Manager:____

Task Description (Use additional sheets if necessary):____

____

____

Deliverables:____

____

Performance Measures:____

Financial Consequences:____

Period of Performance: Execution of Task Assignment through ____

TASK ASSIGNMENT TYPE AND NOT TO EXCEED AMOUNTS:

FEE SCHEDULE	COST REIMBURSEMENT

TOTAL TASK ASSIGNMENT VALUE $____

Funding Information:

Org. Code	E.O.	Object Code	Budget Entity	Special Category	Grant #	Year	Amount
37							$
37							$
37							$

CONTRACTOR

__________________________ __________________
Contract Manager Date

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

__________________________ __________________
Contract Manager Date

APPROVED:

__________________________ __________________
Budget Representative Date

__________________________ __________________
Contractual Authority Date

cc: Procurement Section (MS93)
Bureau of Finance & Accounting (MS78) - 2 copies

ATTACHMENT D – TASK ASSIGNMENT CHANGE ORDER FORM

DEP CONTRACT NO.______

Task Assignment Number:_______________ Date:______________ Change Order No.________

Contractor Name: ____

Contractor Contract Manager:________________________________ Phone:____________________

DEP Contract Manager:______________________________________ Phone:____________________

Description of Change (Use Additional Sheets if necessary:

____

____

CHANGE IN TASK AMOUNT

Item	**Fee Schedule**	**Cost Reimbursement**	**Total**
Original Task Amount:			
Task Amount Prior to this Change Order:			
Net Increase/Decrease in Task Amount:			
Task Amount with all Change Orders:			

CHANGE IN TASK TIME

Original Task Completion Date: ____________________________

Completion Date Prior to This Change: ____________________________

Net Increase/Decrease in Task Period:

Completion Date with all Change Orders:

CONTRACTOR

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Contract Manager	Date	Contract Manager	Date

APPROVED:

Cost Center Administrator Date

cc: DEP Procurement Section (MS93), Bureau of Finance and Accounting (MS78) – 2 copies

ATTACHMENT E

CONTRACTOR AFFIDAVIT / RELEASE OF CLAIMS FORM

This affidavit must be completed and signed by the Contractor when requesting final payment for a Florida Department of Environmental Protection (Department) authorized Task Assignment. The signature of the Contractor shall be notarized as set forth below. Final payment for a Task Assignment will not be released until this form is accepted by the Department.

The undersigned certifies as follows:

1. I, ______________________________________ am the _____________________________ of
   (name of person appearing) (title of person appearing)

   ____ with the authority to
   (name of Contractor)

   make this statement on behalf;

2. ____ ("the Contractor") entered into an
   (name of company or person)

   Agreement with the Department to perform certain work under Task Assignment No. __________________.

3. Contractor has completed the work in accordance with the aforementioned Work Assignment, including all attachments. Thereto.

4. All subcontractors, if authorized under this Contract, have been paid in full.

5. Upon receipt by Contractor from Department of final payment under the aforementioned Work Assignment, Contractor releases Department from any and all claims of Contractor and any of its subcontractors, if authorized under this Contract and vendors that may arise under, or by virtue of, the Task Assignment, except those claims that may be specifically exempt and set forth under the terms of this Contract. Exemptions claimed must be attached to this affidavit and reference the Task Assignment number. Any exemptions not attached are waived.

____
(signature of authorized Contractor representative)

------------------------------ **Notarization of Signature of Contractor (required)** ----------------------------------

State of ______________________ County of ____________________________

Sworn to and subscribed before me by __________________________ this _______ day of _________, 20_____.

☐ Personally known

☐ Produced Identification. Type of ID: _______________________________________

____ My Commission Expires: ___________________________
(Notary's Signature)

Notary Public, State of _________________________ Commission Number (if applicable) __________________

ATTACHMENT F
PUBLIC RECORDS REQUIREMENTS

A. **Public Records Access Requirements.**

a. If the Contract exceeds $35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or Section 119.07(1), F.S.

b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

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

If the Contractor is a "contractor" as defined in Section 119.0701(1)(a), F.S., the Contractor shall:

(1) Keep and maintain Public Records required by the Department to perform the service.

(2) Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under Section 119.10, F.S.

(4) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.

(5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

(6) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

ATTACHMENT G

LIQUIDATED DAMAGES ASSESSMENT FORM

To: Bureau of Finance and Accounting, Contracts Disbursements Section (MS 78)

Through: Office of General Counsel

From: __________________________, Contract Manager

Date: __________________________

Subject: Liquidated Damages

Contractor/Vendor: ____

DEP Contract No: __________________________ Task Assignment/PO No.: ___________________

The Contractor/Vendor did not complete the work covered by the referenced Contract/Task Assignment/PO in the time frame provided. Contractor gave the following reasons for the delay:

____

____

____

The Contract/Task Assignment/PO provides that liquidated damages may be assessed for failure of the Contractor/Vendor to meet Contract/Task Assignment/PO terms and conditions, except for reasons beyond the control of the Contractor/Vendor. Therefore:

____

____

____

☐ I recommend that liquidated damages be assessed.

☐ I recommend that liquidated damages not be assessed.

☐ I recommend that only $ of liquidated damages provided for be assessed, for the following reasons:

Explanation/Calculations: ____

____

____

Complete all information above, attach to invoice and relevant contract documents with all processing information completed and forward to the Contracts Disbursements Section (MS 78) for final processing once approved by the Office of General Counsel.

Approval: ☐ As recommended ☐ $______________ in Liquidated Damages

Disapproved: ☐

____ ______________________________________

DEP Contracts Attorney Date

ATTACHMENT H

State of Florida
PUR 1000
General Contract Conditions

Contents

42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

   (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

   (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

   (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

   (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

   (a) <u>Quantity Discounts.</u> Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer’s property.

7. **Inspection at Contractor’s Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of

Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

    At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

    Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

    Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

    The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. **Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

    Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the

required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. **Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. **Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's

terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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

30. **Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

    Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated

with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

    State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

45. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval of the sole source services agreement with Ellis Automated Corporation for the installation of updated Supervisory Control and Data Acquisition (SCADA) equipment at the City's fourteen (14) remaining lift stations for a total cost of $68,755.00.

Date: October 22, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On June 12, 2018, the City authorized the installation of updated Supervisory Control and Data Acquisition (SCADA) equipment that the City's three main Pump Stations. The City is now ready to proceed with the installation of this SCADA equipment at the remaining 14 lift stations.

On Sept. 18, 2019, the City posted a notice of intent to purchase sole source commodities/services on the City's website, requesting that any vendors that believe they have a 'like' product or service contact the City prior to October 2, 2019. No vendors contacted the City during this timeframe.

The scope of services includes the installation and integration of the new equipment with the City's SCADA software, ER SCADA and EA SCADA, which are sole source products, created, sold, and distributed exclusively by Ellis Automated Corp for the total cost of $58,730.00.

In addition to this approval, the City will issue a Task Order to Kimley-Horn to provide engineering support during construction, in the amount of $10,025.00.

Funding: CIP – Lift Station R&R (101-6107-535-5632) will be used for this project.

Requested Motion: "I move to approve of the sole source services agreement with Ellis Automated Corporation for the installation of updated Supervisory Control and Data Acquisition (SCADA) equipment at the City's (14) remaining lift stations for a total cost of $68,755.00."

Attachment:
Draft Services Agreement
Quote from Ellis Automated
Sole Source Single Supplier Letter

Reviewed by the City Manager: AR

CITY OF ST. PETE BEACH, FLORIDA
SOLE SOURCE PURCHASING AGREEMENT

Phase II SCADA Upgrades

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Ellis Automated Corporation (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

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

WHEREAS, the City posted a Notice of Intent to Purchase Sole Source Commodities and/or Services on the City's website for a minimum of 7 business days; and

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

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

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

2. Public Records, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**

3. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.

4. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2020 ("completion date").

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

constitute a penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:
Anthony Ellis
Ellis Automated Corp.
9200 Jasmine Blvd
New Port Richey, FL 34654

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

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

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

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

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

Ellis Automated Corporation

Signature: ______________________

By: ____________________________

Its: _____________________________

Date: ___________________________

City of St. Pete Beach:

Signature: ______________________

By: ____________________________

Its: _____________________________

Date: ___________________________

APPROVED AS TO FORM:

____
Andrew Dickman
City Attorney

ATTEST:

____
Rebecca C. Haynes
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

(1) DEFINITIONS. —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

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

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

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

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

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Bid Proposal behind this page)

Ellis Automated Corporation
9200 Jasmine Blvd
New Port Richey, FL 34654
7272378419
anthony@ellisautomated.com

ADDRESS
Brett Warner
City of St. Pete Beach

Quote 1069

DATE 08/19/2019

EXPIRATION DATE 09/19/2019

ACTIVITY	QTY	RATE	AMOUNT
All Expenses All labor and equipment for 14 lift stations and 1 base station with training. Equipment includes 15 enclosures, 15 backplates, 16 click plcs, 15 24v PSUs, 15 12v PSUs, 14 level transmitters, 15 radios, 15 antennas, 15 bnc adapters, 14 click PLC analog input cards, 14 zip link 20 pin cables, 14 zip link 11 pin cables, 28 zip link terminal blocks, 15 null modem adapters, 15 antenna mounts, 28 relay sockets, 28 relay 24v, 14 din rail, 14 conduit 3/4 in with fittings, 14 din rail terminal block fittings, 28 hoa switches, 28 current transducers, 1 computer, 1 50" monitor, 1 vesa mount, software, cat 7 cable, serial port cord, power cord and connectors and 2 portable touch panels	1	58,729.10	58,729.10

TOTAL **$58,729.10**

Accepted By

Accepted Date

Ellis Automated Corporation

Sole Source Single Supplier Letter

Thank you for your interest in our software.

Ellis Automated Corporation provdes software as a service. Our software is supervisory control and data acquisition software designed to assist organizations. We are the sole vendor/supplier/distributor/provider of our software.

This letter is to confirm that ER SCADA and EA SCADA are sole source products, created, sold and distributed exclusively by Ellis Automated Corporation, 9200 Jasmine Blvd, New Port Richey, FL 34654. There are no other agents or dealers authorized to represent this product. If you have any questions, please feel free to call us at (727) 234-5265 for Frank or (727) 237-8419 for Anthony.

Anthony Ellis

Anthony Ellis
(727) 237-8419
Ellis Automated

9200 Jasmine Blvd
New Port Richey, FL 34654
1.855.81.ELLIS 1.855.813.5547
www.EllisAutomated.com

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval to utilize the existing unit price services agreement with Morelli Landscaping, Inc. for the purchase of Washingtonia Palm Trees for the Pass-a-Grille Way Phase II project in the amount of $145,536.00.

Date: October 22, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested a quote from Morelli, utilizing the existing unit price contract for planting, to install Washingtonia Palm Trees along Pass-a-Grille Way from 19th Avenue to 1st Avenue. The attached quote includes the installation of 104 Washingtonia Palms and one year of establishment watering.

The trees will be planted along Pass-a-Grille Way, using the same tree spacing pattern as the trees installed during the Phase I project.

Funding: CIP – Pass-a-Grille Way, Phase II
301-8000-590-0044

Requested Motion: "I move to approve the utilization of the existing unit price services agreement with Morelli Landscaping, Inc. for the purchase of Washingtonia Palm Trees for the Pass-a-Grille Way Phase II project in the amount of $145,536.00."

Attachment: Morelli Services Agreement
Quote from Morelli Landscaping, Inc.

Reviewed by the City Manager: AR

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Landscape Contractor Services – City Facilities and Rights of Way

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

WHEREAS, Contractor is currently under contract with the City of St. Petersburg for Landscape Contractor Services – City Facilities and Rights of Way (the "SP Contract"); and

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

WHEREAS, pursuant to Florida Statute 287.057 and Section 1-16 of the City's purchasing policy adopted by the City Commission, the City is authorized to "piggy-back" onto the SP Contract for the same or similar services; and

WHEREAS, the Contractor specifically consents to the City using its "piggy-back" authority; and

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

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

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

2. Public Records. Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**

3. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods or services described in the SP Contract attached hereto and incorporated herein as Exhibit B.

4. Contractor shall deliver the goods, or provide the services, described herein no later than March 31, 2022 ("completion date").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Contractor:
Joe Morelli
Morelli Landscaping Inc.
4855 162nd Ave North
Clearwater, FL 33760

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

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

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

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

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

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

Morelli Landscaping Inc.

Signature: ____________________

By: Vincent J. Morelli, Jr.

Its: President

Date: August 30, 2019

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: ____________________

By: Alex Rey

Its: City Manager

Date: August 13, 2019

ATTEST:

Rebecca C. Haynes
City Clerk

MORELLI LANDSCAPING, INC.

Project: **Pass-a-Grille Way North Washingtonia Palm Trees - Phase 2**
Date: **5/14/2019; Rev. 5-22-2019**

Quantity	Item	Unit Cost	Total Cost
	Landscape Materials, furnished, staked, fertilized, mulched, established and warranteed:		
104	Washingtonia Palm, 20' CT (ea.)	825.00	85,800.00
1,560	Agriform Fertilizer (Planting Tablets, 15 per tree)	0.10	156.00
312	Staking Materials (ea.)	5.00	1,560.00
52	Labor for Staking (mnhr.)	22.50	1,170.00
45	Maintenance of Traffic (day)	250.00	11,250.00
508	Truck Watering Upon Installation & One Year Water Establishment Period (hrs.)	75.00	38,100.00
1	Mobilization - if bond is required (ls)	7,500.00	7,500.00
	TOTAL		**$ 145,536.00**

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval to dedicate the alley located on 8th Avenue in Evander Preston's name.
Date:	October 22, 2019
Prepared By:	Alex Rey, City Manager
Summary of Issue:	Commissioner Pletcher has requested that a dedication of an alley be given to Evander Preston in honor of his memory and the dedication he had to the City of St. Pete Beach.
Requested Motion:	"I move to approve the dedication of the alley located on 8th Avenue in Evander Preston's name."
Attachment:	Photograph of Street Sign
Reviewed by the City Manager:	AR


EP LANE
NO PARKING IN ALLEY

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Ordinance 2019-03: Final 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 22, 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:	$10,130,115
Plus loan service fee (2% of funding):	$202,700
Plus capitalized interest:	$64,800
Total cost to be amortized:	$10,397,615
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 2019-03 (read title) on final reading."

Attachment:

Loan application

Reviewed by the City Manager:

AR

ORDINANCE 2019-03

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

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? 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. ☐ Yes ☐ No

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 disbursable 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 disbursable 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	2015 CenterState Loan	Capital Lease	
Coverage	1.25 %	N/A %	%
Insured?	Yes [✓ X No]	Yes [✓ X No]	Yes No

Fiscal	**Annual Debt Service (Principal Plus Interest)**			**Total**	**Total Debt Service Incl.**
Year	**#1**	**#2**	**#3**	**Debt Service**	**Coverage**
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.)

		FY 2017	**FY 2018**
(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. (*Attachment #* 7)

(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (*Attachment #* 8)

(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (*Attachment #* N/A)

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)

		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
(a)	Operating Revenue	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 Income or Revenue (identify)					
(d)	Total Revenues	6,560,668	7,169,945	7,675,092	8,210,248	8,210,248
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	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)	Revenue (including coverage) pledged to debt service, excluding SRF loans	538,636	537,888	538,039	461,873	461,170
(h)	Revenue (including coverage) pledged to outstanding SRF loans	277,790	277,790	277,790	277,790	277,790
(i)	Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	1,237,895	1,747,691	2,114,489	2,583,469	2,437,558

(j) Identify the source of the above information and explain methods used to develop the projections (*Attachment #* 9). 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.

Attachment	Number
Description of construction activities and list of contracts	1
Debt obligations to be paid from Wastewater Fund utility operating revenues	2
Current debt obligations and covenants	3
Legal opinion	4
Authorizing ordinance	5
Capital financing plan	6
Excerpt pages from Comprehensive Annual Financial Reports	7
Reconciling worksheet	8
Wastewater Fund projection	9

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)
    - 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)
    - Includes approximately 6,600 LF of 16-inch diameter force main
3. Hotel District Lift Stations
    - Includes four (4) new lift stations
    - Includes approximately 265 LF of 6-inch diameter force main
    - Includes approximately 60 LF of 12-inch diameter gravity main
    - Includes approximately 200 LF of 10-inch diameter gravity main
    - Includes approximately 250 LF of 8-inch diameter gravity main
    - 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

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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__

Interest Rate	Maturity Date	Date of Original Issue	CUSIP

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: Maria Lowe
Mayor

ATTEST:

Rebecca C. Haynes
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 by 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 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) <u>Subordinated Indebtedness</u>. 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) <u>Sinking Fund</u>. 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) <u>Utility Reserve Fund</u>. 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
Maria Lowe, Mayor

ATTEST:

Rebecca C Haynes
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

CenterState
BANK

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 permited 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 Skarus
Senior Vice President/Commercial Banking Manager

BORROWER'S SIGNED ACCEPTANCE:

The City of St. Pete Beach, Florida

By: ______________________________ **Date:**______________________________
Name
Title

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

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CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

CONTENTS PAGE

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.

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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

Ward J.
Mayor

Attest

City Clerk

SEAL

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.

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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

Attest

City Clerk
SEAL
Theresa B. McMaster

I attest that this amendment complies with Section 2.02 of the Agreement and as to form and legality.

City Attorney
Gerald Colen

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary

OCT 04 2002
Date

Project # 696[illegible]P Grantee ST. PETE BEACH Step

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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.

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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.

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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

Ward J. Fzlowsh

Mayor

Ward J. Friszolowski

Attest

McMaster

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

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CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

CONTENTS PAGE

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

Mayor

Attest:

City Clerk

SEAL

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization, and as to form and legal sufficiency.

City Attorney

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

[redacted]

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. Friszolowski

Mayor

I attest that this amendment complies with
Section 2.02 of the Agreement and as to form
and legality

City Attorney

Attest

Theresa M McMaster

City Clerk

SEAL

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary

AUG 0 3 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

SEAL

Attest as to form and legality:

City Attorney

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

APR 30 2012

Deputy Director
Division of Water Resource Management

Date

VAC-CON
MORE POWER TO YOU

Lessee	Vendor
City of St. Petersburg Beach, FL	**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-for 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 — **Date: October 30, 2015**

Phone: 800-287-5155 x16 — **rcarney@leasing2.com** — **www.leasing2.com**

leasing 2

MEMBER

ASSOCIATION OF GOVERNMENTAL LEASING & FINANCE

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

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@tampaftl.com
813-293-0866

Prepared for:
John Kretzer
City of Sty 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

SMOOTH 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

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

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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/TAILPIPE 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

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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

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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

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

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 REARMOST CROSSMEMBER

HEAVY DUTY SUSPENSION CROSSMEMBER

Chassis Equipment

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

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	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

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

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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

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 (N0006EA) 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

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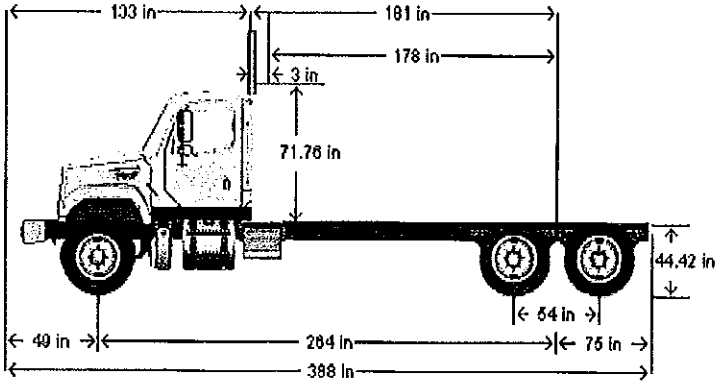
DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	114SD
Wheelbase (545)	6700MM (264 INCH) WHEELBASE
Rear Frame Overhang (552)	1900MM (75 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (662)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

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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"

October 22, 2015

Mr. John Kretzer
City of St. Pete Beach
7581 Boca Ciega Drive
St. Pete Beach, FL 33706
Via email: ops.manager@stpetebeach.org

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 Hydrostatic Pump Upgrade and Auxiliary Engine Remote Oil Drain	$11,249.00
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' *(unpublished option, includes 3.5% discount)*	$779.72
John Deere 6 Cylinder Auxiliary Engine *(unpublished option, includes 3.5% discount)*	$13,959.69
Swing Style Wear Plate *(unpublished option, includes 3.5% discount)*	$904.21
Folding Pipe Rack, Tank Mounted Curbside *(unpublished option, includes 3.5% discount)*	$2,543.74
400 GPM Hydraulic Pump Off System, Mounted on Rear Door *(unpublished option, includes 3.5% discount)*	$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

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 NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE PRICE*
1	2/24/2017	$77,165.22	$9,494.78	$67,670.44	$295,399.22
2	2/24/2018	$77,165.22	$7,694.22	$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	$76,266.64
5	2/24/2021	$77,165.22	$1,999.98	$75,165.24	$0.00
Grand Totals		$385,826.10	$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,

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*	**$10,130,115**
Loan Service Fee (2% of capital cost)	**$202,700**
Subtotal	**$10,332,815**
Capitalized Interest**	**$64,800**
Total Cost to be Amortized	**$10,397,615**
Interest Rate***	**0.835%**
Annual Debt Service	**$564,679**
Annual Debt Service Including Coverage Factor****	**$649,381**

* 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	

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)

		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
(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.

	9/9/19
Signature	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	6,291,844.00	7,015,209.00
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)	3,131,882.00	4,583,851.00
Net revenue	3,159,962.00	2,431,358.00
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
	815,564.28	816,820.78
Net revenue less debt service (including coverage)	2,344,397.72	1,614,537.22

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 2019-04, Final Reading of an ordinance amending the election dates, the qualification period, and eliminating the runoff election

Date: October 22, 2019

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Alex Rey, City Manager

Summary of Issue: The proposed ordinance will bring about the following three changes:

The first change will set the qualification date for each municipal election as the first two full weeks in November of the year preceding the election. This will eliminate the need to set the date by resolution each year.

The second change will allow for a change in the March election date if it is run in conjunction with a Presidential Preference Primary election. This will eliminate the need to change the date via an ordinance to accommodate the national election date.

The final change will eliminate the requirement for a runoff election which, without the assistance of Pinellas County Supervisor of Elections Office, will be more cost effective than conducting a city-wide election.

Funding: N/A

Requested Motion: “I move to adopt the proposed ordinance, upon final reading, (read title).”

Attachments: Ordinance 2019-04

Reviewed by City Manager: AR

Ordinance 2019-04

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 the file with the city clerk the application to have her/his name printed upon the ballot as a candidate for the office to which s/he aspires, in which application s/he shall declare the district of her/his residence and whether s/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.~~

~~(b) *Tie vote.* If two candidates receiving the largest number of votes tie, there shall be a runoff election to determine the winner.~~ If, in any election the returns, as certified by the Pinellas County Canvassing Board, result in a tie vote, the election shall be decided by lot, which shall mean that the name of each candidate who has tied shall be placed on a piece of paper, which shall be placed in a container so that the candidates' names are not visible. A member of the canvassing board shall then select one (1) piece of paper from the container. The candidate whose name appears on that piece of paper shall be declared elected.

~~(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: Ordinance No 2019-XX – Repeal of Customary Use Ordinance. An ordinance repealing Section 94-74 through and including 94-79 regarding customary use of beaches by the public.

Date: October 22, 2019

Prepared By: Andrew Dickman, City Attorney

Through: Alex Rey, City Manager

Summary of Issue: The 2018 Legislature adopted CS/HB 631 regarding regulation of dry sandy areas of beaches, subject to the customary use of the public for recreation and other customary uses. This was codified through Florida Statutes § 163.035. In response, the City Commission adopted Ordinance 2018-07, pursuant to Florida Statutes § 163.035 to preserve the City's right to raise customary use as an affirmative defense in a legal proceeding. After the adoption, the City was involved in litigation with Silver Sands Beach and Racquet Club Master Association, Inc. Pursuant to the settlement and Florida Statutes § 163.035(4) which deems our ordinance ineffective as of July 1, 2018, the City believes it is in its best interest to update its code. Therefore, this ordinance repeals Section 94-74 through and including 94-79.

Requested Motion: I move to approve Ordinance No. 2019-XX - Repeal of Customary Use Ordinance. An ordinance repealing Section 94-74 through and including 94-79 regarding customary use of beaches by the public on first reading (read title).

Attachments: Exhibit A – Ordinance 2019-XX

Reviewed by the City Manager ___AR____

Ordinance 2019-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR REPEAL OF ORDINANCE 2018-07 AND CHAPTER 94, ARTICLE III, DIVISION 1, SECTIONS 94-74 THROUGH 94-79 OF THE CITY'S CODE OF ORDINANCES RELATING TO CUSTOMARY USE OF BEACHES AND PUBLIC ACCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the 2018 Legislature adopted CS/HB 631 regarding regulation of dry sandy areas of beaches, subject to the customary use by the public for recreation and other customary uses;

WHEREAS, the City Commission adopted Ordinance 2018-07 regarding customary use to preserve the city's right to raise customary use as a defense in a legal proceeding;

WHEREAS, the City Commission of the City of St. Pete Beach believes it is in the best interest of the City to update its code regarding the customary use of beaches and public access; and

WHEREAS, the contents of Ordinance 2018-07 and Chapter 94, Article III, Division 1, Sections 94-74 through 94-79 are no longer applicable and enforceable pursuant to Florida Statutes § 163.035(2).

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 as follows:

Chapter 94 – WATERWAYS

****

ARTICLE III – BEACHES

****

DIVISION 1 – GENERALLY

****

Sec. 94-74. – Reserved. ~~– Customary Use of Beaches-Intent.~~

~~The intent of this section and of section 94-75 through 94-79 is to determine and confirm as a legislative fact that since time immemorial, the public has enjoyed access to the beaches of St. Pete Beach fronting the Gulf of Mexico and its related waters, and has made recreational use of the beaches; that such use has been ancient, reasonable, without interruption, and free from dispute; and that because of this customary access and use, the public has the right of access to the beach and a right to use the beach for recreation and other customary related purposes. The intent is to mandate that the city define, protect, and enforce the public's customary rights of beach access and use. It is not the intent of the city to affect the title of the owner of land adjacent to the beach, nor to impair the right of any such owner to contest the existence of the customary right of the public to access and use any particular area of privately-owned beach, nor to reduce or limit any rights of public access or use that may exist or arise other than as customary rights. It is therefore declared and affirmed to be the public policy of the city, that the public, individually and collectively, subject to the provisions of this Code, shall have the right to personal ingress and egress to and from the beach and the right to make recreational and other customary uses of the beach. The Office of the City Attorney shall be authorized to take all steps legally necessary to protect and defend the public right of access and use declared by this Code. Further, it is the intention that customary use shall be an affirmative defense in any proceeding challenging this ordinance.~~

~~Sec. 94-75. – Preservation of Public Access.~~

~~The city will not vacate any approach to the beach or allow the same to be used for private purposes not otherwise preserved to a property owner as a matter of law.~~

~~Sec. 94-76. – Prohibition of Obstructions to Personal Access to the Beaches.~~

~~Except as provided for otherwise in this Code or general law, it shall be prohibited for any person to create, erect, or construct any structure, barrier, or restraint, either vegetative or man-made, that will interfere with or obstruct the right of the public, individually and collectively, to enter or leave the beach by way of any approach or to use lawfully any part of the beach for recreation and other customary purposes.~~

~~Sec. 94-77. – Construction of Erosion Control Structures.~~

~~The provisions of Section 94-76 above shall not prohibit the construction of an erosion control structure or of a re-nourished beach area permitted under applicable federal, state, county or city laws and regulations.~~

~~Sec. 94-78. – Prohibition of Interference and Posting.~~

~~It shall be unlawful and prohibited for any person to confront, threaten, harass, intimidate, or interfere with, any person who is lawfully exercising the right of the public for the customary use of the beach. It shall be prohibited for any person to display or cause to be displayed on any beach or approach, any sign, marker, or warning stating that the public beach is private property or that the public does not have the right of access contrary to the lawful access rights of the public.~~

~~Sec. 94-79. – Enforcement and Violations.~~

~~Violations of the provisions of Sections 94-76 and 94-78 shall be subject to the enforcement and penalties provided for in Section 1-14 of this Code.~~

SECTION 2. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 3. 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 4. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 5. Publication**.** This Ordinance shall be published in accordance with the requirements of law.

SECTION 6. 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