



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, November 10, 2020
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Presentations**
 - a. **Rise Above Plastics**
Presented By: Hunter Miller, Ocean Gulf Coast Campaign Organizer and Carrie Ruckdeschel, Suncoast Rise Above Plastics Co-Chair
2. **Changes to the Agenda**
3. **Audience Comments - Comments shall be limited to 3 minutes per person**
4. **Consent**
 - a. **October 27, 2020 City Commission Minutes**
 - b. **Toasted Monkey Street Closures**
 - c. **Authorization of Expenditures**
5. **Action Items**
 - a. **Proposed 2021 City Commission Meeting Schedule**
Proposed 2021 City Commission meeting schedule with meetings scheduled for the second and fourth Tuesday of the month. Staff is proposing to change the November and December Commission meeting dates because of the holidays.

Action Request: Motion to approve the 2021 City Commission meeting schedule as proposed.
 - b. **Variance Request Residential Dock with Boat Lift**
Dock signoff request for 4565 Plaza Way for the construction of a residential dock with a

boat lift that extends more than one-half of the waterway width from the seawall.

Action Request: Motion to authorize the City Manager to sign the "no objection" statement for the property owner to the south of the 46th Avenue Bridget to Boca Ciega Isle for the construction of a residential dock with a boat lift that extends 62 feet from the seawall.

c. Hurley Park LED Lighting

The City Commission approved expenditures toward replacement of the lighting in Hurley Park with LED lights. The softball field lighting was replaced as part of the Phase I of Hurley Park project. The lighting was a huge improvement and does not affect the turtle nesting season. To complete the entire park with LED, the cost is \$103,582.00.

Action Request: Motion to approve the proposal with Musco Lighting in the amount of \$103,582.00 for the LED tennis and basketball court lighting in Hurley Park.

6. Ordinances

a. First Reading Ordinance 2020-24 Outdoor Dining and Drinking Areas AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE, DIVISION 2 – DEFINITIONS, SECTION 2.1 WORDS, TERMS, AND PHRASES DEFINED; DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.24 OUTDOOR DINING AND OUTDOOR DRINKING AREAS; DIVISION 13 – ROR RESIDENTIAL/ OFFICE/ RETAIL DISTRICT, SECTION 13.2 PERMITTED PRINCIPAL USES AND STRUCTURES AND SECTION 13.4 ALLOWABLE CONDITIONAL USES; DIVISION 14 – RFM RESORT FACILITIES MEDIUM DISTRICT, SECTION 14.2 PERMITTED PRINCIPAL USES AND STRUCTURES AND SECTION 14.4 ALLOWABLE CONDITIONAL USES; DIVISION 15 – CG-1 COMMERCIAL DISTRICT, SECTIONS 15.2 PERMITTED PRINCIPAL USES AND STRUCTURES AND 15.4 ALLOWABLE CONDITIONAL USES; DIVISION 16 – CG-2 COMMERCIAL DISTRICT, SECTION 16.2 PERMITTED PRINCIPAL USES AND STRUCTURES AND 16.4 ALLOWABLE CONDITIONAL USES; DIVISION 30 – TC-1 TOWN CENTER CORE DISTRICT, SECTION 30.2 PERMITTED USES AND SECTION 30.4 ALLOWABLE CONDITIONAL USES; DIVISION 32 – CC1 COMMERCIAL CORRIDOR BLIND PASS ROAD DISTRICT, SECTION 32.2 PERMITTED USES AND SECTION 32.4 ALLOWABLE CONDITIONAL USES; DIVISION 33 – CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT, SECTION 33.2 PERMITTED USES AND SECTION 33.4 CONDITIONAL USES; DIVISION 34 – DOWNTOWN CORE RESIDENTIAL DISTRICT, SECTION 34.4 ALLOWABLE CONDITIONAL USES; DIVISION 35 – (LR) LARGE RESORT DISTRICT, SECTION 35.3 PERMITTED PRINCIPAL AND SECONDARY USES AND STRUCTURES AND SECTION 35.4 PERMITTED ACCESSORY USES AND STRUCTURES; DIVISION 37 – TC-2 TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS, SECTION 37.2 PERMITTED USES AND SECTION 37.5 ALLOWABLE CONDITIONAL USES; DIVISION 38 - AC ACTIVITY CENTER DISTRICT, SECTION 38.2 PERMITTED USES AND SECTION 38.4 ALLOWABLE CONDITIONAL USES; DIVISION 39 – COMMUNITY REDEVELOPMENT DISTRICT GENERAL STANDARDS, SECTION 39.6 TEMPORARY LODGING USE OPERATIONAL AND OCCUPANCY RESTRICTIONS, LIMITATIONS, AND PROHIBITIONS; DIVISION 40 – COMMUNITY REDEVELOPMENT DISTRICT – EIGHTH AVENUE (CRD-EA), SECTION 40.4 PERMITTED CONDITIONAL USES AND STRUCTURES; DIVISION 42 – BR BAYOU RESIDENTIAL DISTRICT, SECTION 42.2 PERMITTED PRIMARY AND SECONDARY USES AND SECTION 42.4 ALLOWABLE CONDITIONAL USES; DIVISION 46 – B/HC BOUTIQUE HOTEL/CONDO DISTRICT, SECTION 46.2 PERMITTED USES AND SECTION 46.4 ALLOWABLE CONDITIONAL USES; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2020-24.

7. Resolutions

a. Resolution 2020-57 State of Local Emergency

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING AND CONFIRMING THE DECLARATION PROCLAIMING A STATE OF LOCAL EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19).

Action Request: Motion to adopt Resolution 2020-57.

8. Items for Discussion

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 or www.stpetebeach.org.



Cities leading the way on reducing plastic pollution

Oceana.org



COALITION MEMBERS



A photograph of two orcas (killer whales) breaching the ocean surface. The orca in the foreground is captured mid-leap, with its white underbelly and dark dorsal fin visible. Water is splashing around its head. The second orca is slightly behind and to the left, also breaching. The background is a vast expanse of blue ocean under a clear sky.

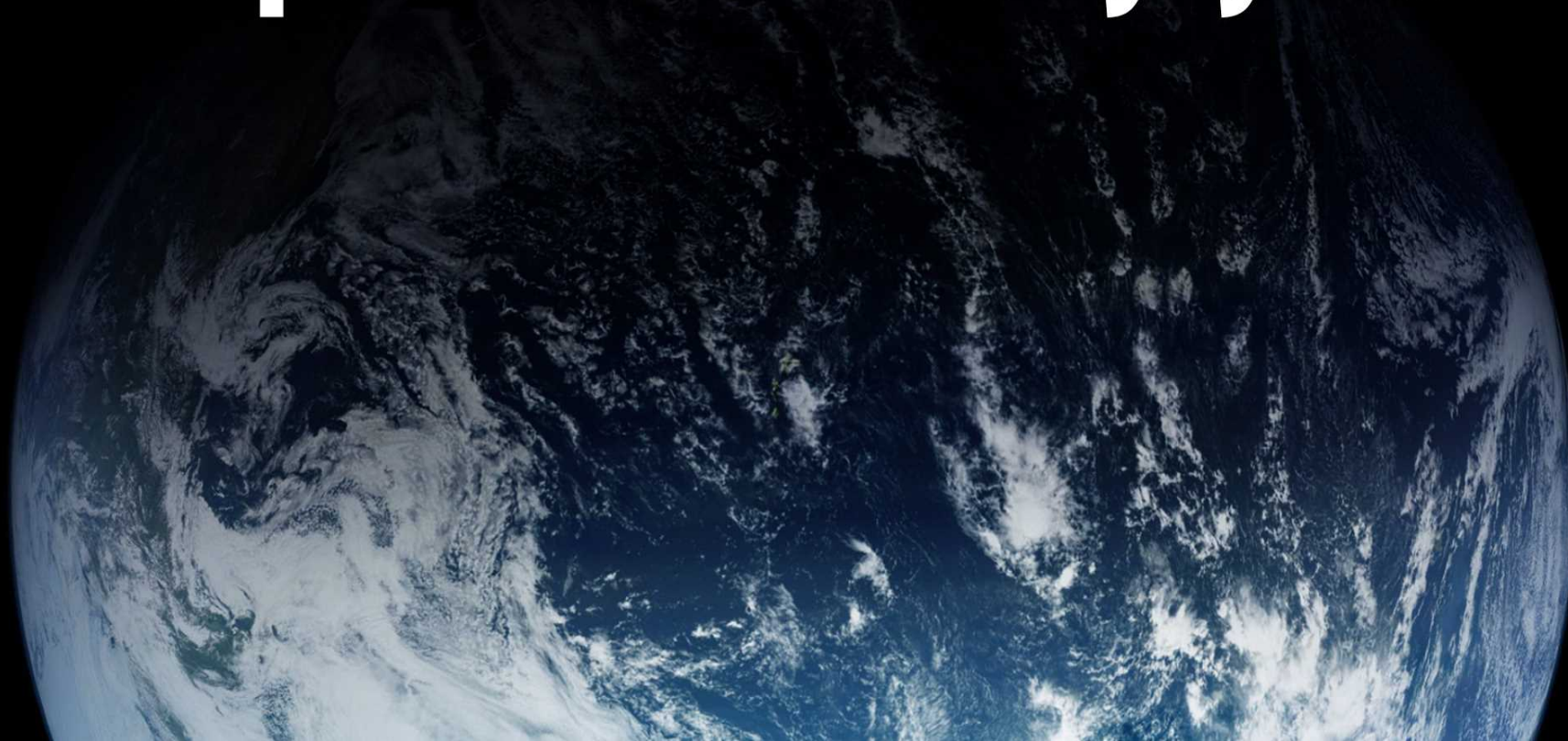
What is the problem?







Globally, companies produce more than
400 million tons
of plastics every year

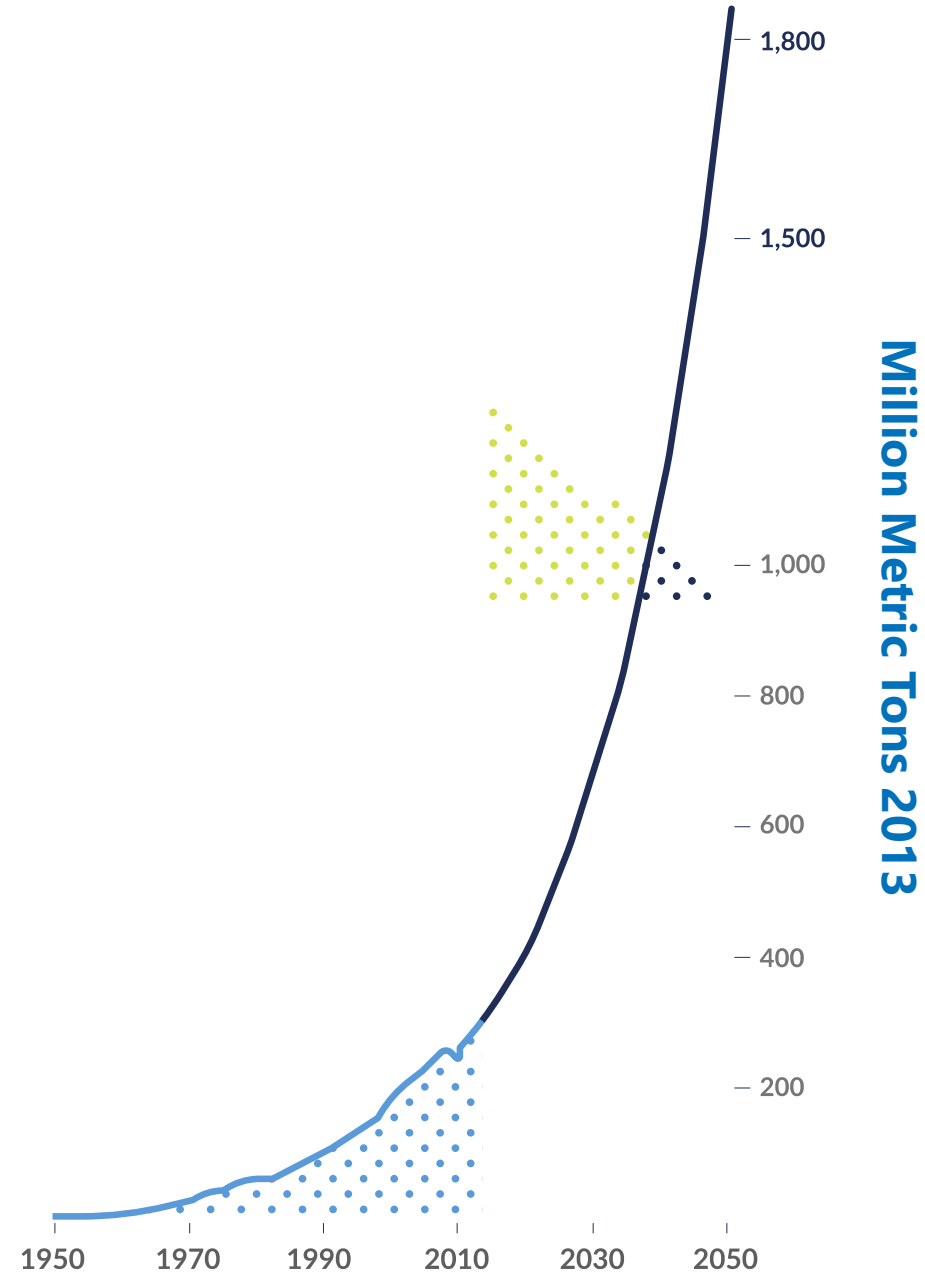




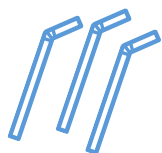
Source: UN Environment Programme and GRID-Arendal, 2016

Plastic Production to Quadruple from 2014 to 2050

● Historical Growth ● Future Growth



Single-Use Plastics Are the Most Commonly Collected Items in Beach Cleanups



Straws, Stirrers



Forks, Knives, Spoons



Plastic Beverage Bottles



Plastic Grocery Bags

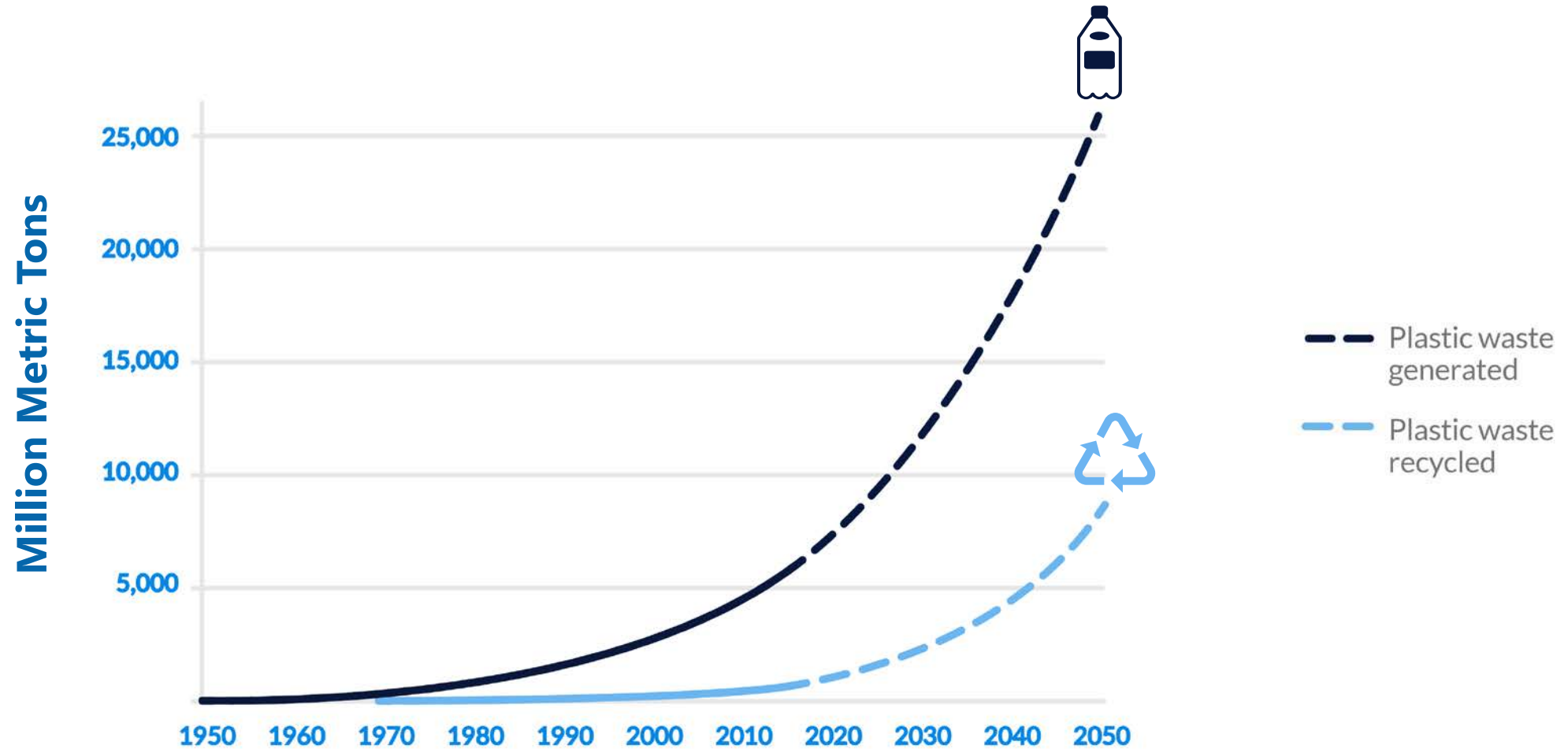


Plastic Cups, Plates



RECYCLING ONLY SOLVES
2% **OF THE**
PROBLEM

Recycling Does Not Keep Pace With Plastic Waste



Source: Adapted from Geyer et al. 2017

What can we do in Florida?

ON CITY PROPERTY

- Prohibit single use expanded polystyrene foam food containers and cups on city property, city facilities, and city contracts/events.
- Pass an ordinance prohibiting single use plastic bottled water on city property, city facilities, and city contracts/events.



CITY WIDE

- Pass a plastic straw ordinance
- Straws/utensils by RequestOnly ordinance.
- Pass an ordinance banning all intentional balloon releases.
- Pass an ordinance banning single use plastic utensils (forks, knives, spoons, stirrers).

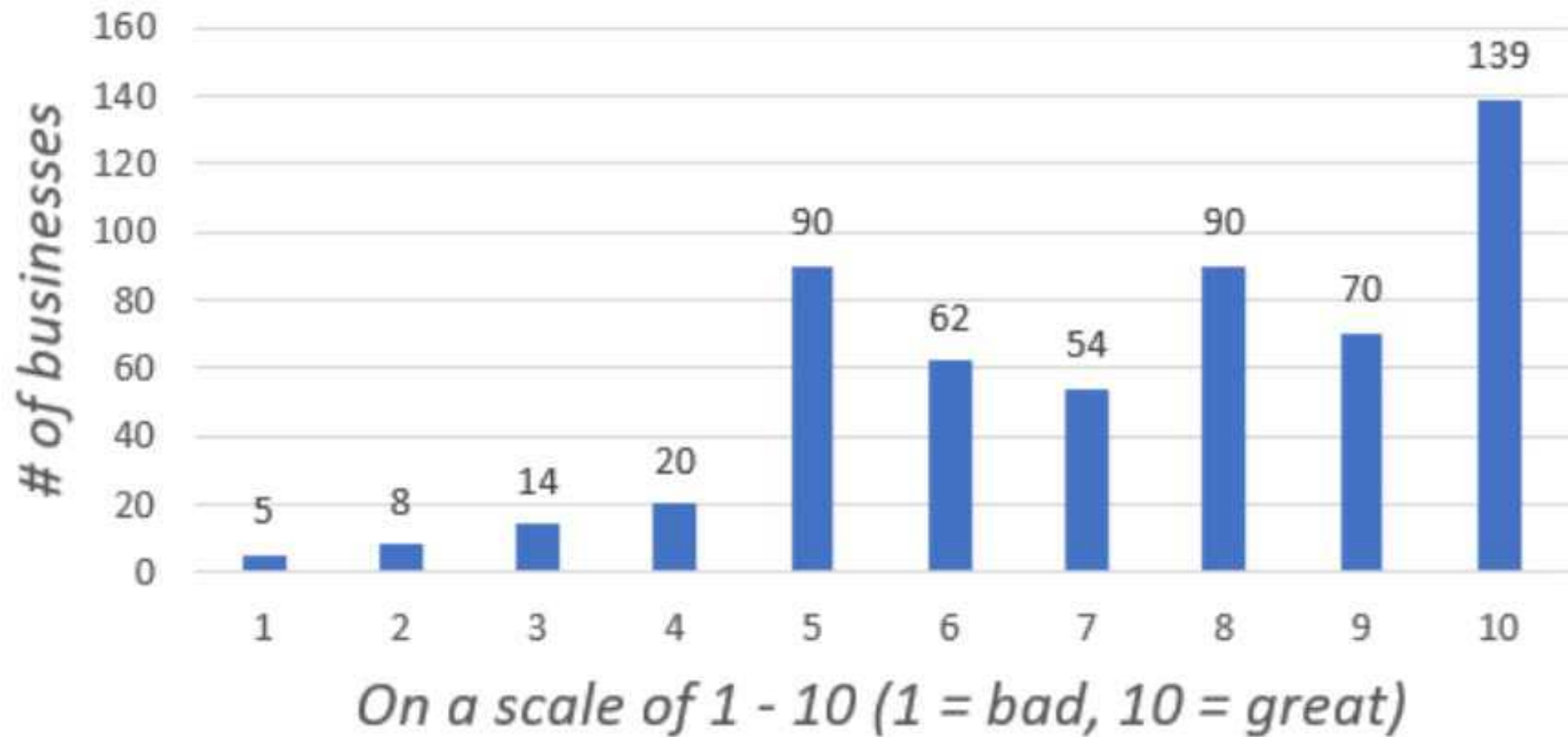


Action by other FL Municipalities

- City of Largo (2018) - Restricted distribution of EPS Foam/Styrofoam and plastic straws on City Property
- City of St Petersburg (2019) - Prohibition of EPS Foam on city property/right of ways AND prohibited the distribution of single use plastic straws across the city.
- City of Tampa (2020) - Prohibition of EPS Foam on city property, events, vendors.
- Florida cities that have acted on plastics:
 - Tampa, Ft Lauderdale, Miami Beach, Stuart, Hallandale Beach, Dania Beach, Lauderdale by the Sea, Pompano Beach, Deerfield Beach, Fort Myers Beach, Delray Beach, Wilton Manors, West Palm Beach, Ormond Beach, Pinecrest, Key West, St Pete, Palmetto Bay, Largo, Sunny Isles, Surfside, Marco Island, Sanibel, Key Biscayne, Sarasota, Oakland Park, Palm Beach, Hollywood, Deerfield Beach, Miami Beach, Bal Harbour, North Bay Village, Miami Dade County Parks and Beaches, Bay Harbour Islands, Pinecrest



Business sentiment towards St Pete Straw Ban



Volunteers and city staff were asked to gauge the manager's feelings or attitude toward the regulations. Using a scale of 1-10 (1 = bad and 10 = great) Using these scores, 91% of business interactions rated 5 or higher.



Our Recommendations

Stage 1:

- Join other Tampa Bay area municipalities and prohibit the distribution of EPS foam on city property in 2020.
- Prohibit intentional balloon releases

Stage 2:

- Institute a straws and/or cutlery by request ordinance.
- Work with RAP to educate and gauge interest from community on a full prohibition of straws.

Stage 3:

- Gauge community/business feedback on straw ordinance
- Positive feedback, pass straw ordinance post COVID 19 downturn

Key Ways Rap Can Partner with the City of St Pete Beach

- Provide Sample Ordinance Language
- Developing the Outreach Strategy with Key Partners
- Assist in design of Educational Materials
- Execute In-Person Business Outreach and Provide Results and Findings
- Additional Public Engagement + Education
- Continued Outreach & Assist w/Next Steps
- Recommended Additional Next Steps Legislation

Statement on the Memorandum, City of St Petersburg HERS Committee meeting, 10/10/2019:

“Our primary nonprofit partner, Suncoast Rise Above Plastics Coalition (RAP), dedicated countless hours of organizing volunteers, talking to businesses, and educating the public on how to minimize single-use plastics so that we could ensure the success of this ordinance.”



*St Pete Beach,
Florida*

**THANK
YOU**



DRAFT
City Commission Meeting
October 27, 2020
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Al Johnson, Mayor
Doug Izzo, Vice Mayor, Commissioner, District 2
Ward Friszolowski, Commissioner, District 3
Chris Graus, Commissioner, District 1
Melinda Pletcher, Commissioner, District 4

ELECTED OFFICIALS ABSENT:

Chris Graus, Commissioner, District 1—(appeared telephonically for the first 15 minutes of the meeting)

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Vincent Tenaglia, Assistant City Manager
Jennifer McMahon, Parks and Recreation Director

Mayor Johnson called the meeting to order at 6:00 p.m. followed by the Pledge of Allegiance.

1. PRESENTATIONS

- Dr. Ken Guidera and Eric Corliss, Regional CEO for the American Red Cross of Central Florida gave an overview to the Commission on the Red Cross and community involvement and awareness. A copy of the presentation is made a part of the minutes. The Commission thanked Dr. Guider and Mr. Corliss for their presentation and valuable information; they encouraged them to meet with Ms. Kettells, Library Director, to discuss possible use of the new library next year for community meetings.

2. CHANGES TO THE AGENDA

Mr. Rey asked that item 7.a. be moved on the Agenda as the next item and Commissioner Friszolowski requested the addition of a Halloween Street Closure Permit for Belle Vista Drive be added as item 5.c. to tonight's Agenda.

7. ITEMS FOR DISCUSSION

a. Parklet Program Discussion

Jennifer McMahon, Parks and Recreation Director, gave a presentation to the Commission on the Parklet Program for the City. The Parklet Program focuses on the conversion of on-street parking spaces into publicly accessible open space. This Program provides a way for merchants to take individual actions in the development and beautification of the City's public spaces. The presentation discussed the following details:

- Parklets Benefits:
 - Aesthetic enhancement to streetscape
 - Economic solution to increased public open space
 - Provides amenities such as seating, planting, bike parking, art

- Reflects City's commitment to encourage walking and biking
 - Creates a pedestrian friendly street
- Goals:
 - Meet the demand for outdoor dining
 - Reimagine City streets
 - Encourage pedestrian activity
 - Support local businesses
- Guidelines:
 - On streets with speed limit of 25 mph or less
 - Parklets created where on-street parking exists
 - Located at least one parking space away from street corner/intersection
 - Prohibited in front of driveways, street curves, hills, and where sight-distance is an issue
 - Prohibited in bus lanes, in front of fire hydrants, at manholes and high turnover parking spots
 - Will not be installed in locations where traffic congestion is an issue or could become an issue
- Design Guidelines:
 - Reflective elements
 - Wheel stops
 - Site conditions
 - Platform
 - Bolting
 - Surface
 - ADA Compliance
 - Drainage
 - Emergency access
 - Emergency action plan

Ms. McMahon discussed the responsibilities and requirements of the permittee. A property owner or tenant would have to make a request for a Parklet from the City, notices would be distributed to surrounding property owners and a public hearing held with the Commission to discuss approval of the Parklet Permit. She assured the Commission that nothing would be approved without coming to the Commission and having a public hearing.

Barry Streib, Brass Monkey Owner, spoke in favor of this Program.

Yvonne Marcus, Art Expo Owner, spoke in opposition of this Program.

Don Harvey, resident and property owner, spoke in favor of the Program and encourages paid parking or time limit parking along Corey Avenue.

The consensus of the Commission was to move forward with continued discussion of this Program with the Planning Board and the Historic Preservation Board and bring back to the Commission.

3. AUDIENCE COMMENTS

No comments.

4. CONSENT

- a. Minutes: October 13 and October 20

b. Re-Appointment of Tim McLean to the General Employees' Pension Board

Motion: Commissioner Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 4-0 to approve the Consent Agenda as presented by the City Manager.

5. ACTION ITEMS

a. Update to the Personnel Rules and Regulations

Mr. Tenaglia explained that this is a request for an update to Section 16.07 Unused Paid Time Off (PTO) of the Personnel Rules and Regulations. There are times when an employee may not be able to use paid time off during the year and could potentially lose hours at the end of the fiscal year. He explained there are three extenuating circumstances that staff feels would be an exception to the unused paid time off expiration as addressed in the Personnel Rules and Regulations. Those exceptions are:

1. Significant increase in workload
2. Assumption of duties of a vacant position for thirty (30) calendar days
3. Emergency or natural disaster which the City requires work during a scheduled PTO

If an employee falls into one of those three categories, then that employee would be able to convert a maximum of 40 hours to personal days. These hours must be used within the next fiscal year or will be forfeited. This conversion would need to be approved by the supervisor and the City Manager with appropriate documentation. Mr. Tenaglia stated that the converted hours are subject to the provisions as listed in Section 15.01 of the Personnel Rules and Regulations except that no payment of unused balance will be made.

Motion: Commissioner Friszolowski moved, Vice Mayor Izzo seconded, and the motion carried 4-0 to amend the Personnel Rules and Regulations as presented.

b. Discussion of November and December Commission Meeting Schedule

Mrs. LaRowe explained that the City Charter states that the Commission must have two meetings a month. The Commission holds their meetings on the second and fourth Tuesdays of the month. In November, the fourth Tuesday falls on the Tuesday before the Thanksgiving Holiday. In December, the Tuesday meetings fall during the holiday season. Staff is proposing that the meetings in November be changed to November 10th and 17th and the meetings in December be moved to December 1 and December 8.

Commissioner Friszolowski stated that he has a meeting on November 17th and requested a different date or move the time to start at 5:00 p.m. that day. The Commission was in agreement to move the time to 5:00 p.m. on November 17th.

Motion: Commissioner Pletcher moved, Vice Mayor Izzo seconded, and the motion carried 4-0 to schedule the November Commission Meetings as November 10 at 6:00 p.m. and November 17 at 5:00 p.m. in the Commission Chambers and the December Commission Meetings to December 1 and December 8 at 6:00 p.m. in the Commission Chambers.

c. Halloween Event Application (*added to the Agenda*)

Commissioner Friszolowski requested discussion and consideration of the Event Application for Halloween for Belle Vista Drive between 42nd and 44th Avenues. This event is the same as last year.

Applicants Mr. and Mrs. Wheaton were present to address the road closure, the event, and the intent to comply with CDC Guidelines as it relates to COVID-19.

Ms. McMahon stated that the reason for the event being denied by Parks and Recreation Department is because, at the time of submittal, Florida was still in Phase 2 of reopening. Since that time, the Governor has opened Florida into Phase 3.

Mayor Johnson addressed the applicants regarding the event. They will have sanitizing stations with gloves and masks. Commissioner Friszolowski thanked the applicants for the flyers that discuss the event and the intent of the trick-or-treating. The applicants are requesting road closure from 6:00 p.m. to 10:00 p.m. to allow for safety for the children during this time.

Karen McBrayer, resident, is in favor of the event.

Motion: Commissioner Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 4-0 to approve the street closure on October 31, 2020 from 6:00 p.m. to 10:00 p.m. on Belle Vista Drive at 42nd and 44th Avenues.

6. RESOLUTIONS

a. Resolution 2020-32 Don CeSar Entrance Wall Agreement

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HHR ST. PETE, LLC. ("DON CESAR"); AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Rey addressed two changes to the Agreement:

- Paragraph 7 will read "Once the decorative wall has been completed, the Don CeSar shall be responsible for all repairs, maintenance, electricity...."
- Paragraph 9 a sentence will be inserted at the end of the paragraph to read "however, such approval shall not be reasonably withheld".

Mr. Rey stated that the Agreement is a fifty (50) year Agreement with two (2) twenty-five (25) year renewals.

Thomas Fraher, General Manager of the Don CeSar, is in agreement with the two changes as mentioned. He is excited to work with the City on this wall and gateway entrance sign.

Attorney Dickman asked for two motions, one to amend the Agreement with the changes as mentioned and the second motion to adopt the Resolution authorizing the City Manager to sign the Agreement.

Motion: Mayor Johnson moved, Commissioner Friszolowski seconded, and the motion carried 4-0 to approve the Agreement with the two changes as mentioned.

Mark Grill, resident, spoke in opposition of the construction of this wall and the City's expense. The Commission thanked Mr. Grill for his comments and clarified that the City requested this wall and sign, not the Don CeSar. The Don CeSar is allowing the City to have the sign on their property. Without that property, they would not have the entrance sign that would beautify the entrance to the City from the Bayway Bridge. The Don CeSar will also be providing maintenance of the sign for the next fifty plus (50+) years.

Motion: Commissioner Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 4-0 to adopt Resolution 2020-32.

b. **Resolution 2020-55 State of Local Emergency**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING AND CONFIRMING THE DECLARATION PROCLAIMING A STATE OF LOCAL EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19).

Attorney Dickman mentioned that, going forward, the Commission will not be meeting every week for these approvals. He will be working on drafting language that addressed the hardship to meet weekly, in person, for these Resolutions. Mayor Johnson will still sign a Resolution every week for the State of Local Emergency.

Motion: Vice Mayor Izzo moved, Commissioner Friszolowski seconded, and the motion carried 4-0 to adopt Resolution 2020-55.

8. CITY CLERK, CITY MANAGER, CITY ATTORNEY AND CITY COMMISSION REPORTS

MRS. LAROWE, CITY CLERK—reminded the Commission of the need for an appointment to the City's Fire Pension Board.

ATTORNEY DICKMAN, CITY ATTORNEY—"Go Rays!"

MR. REY, CITY MANAGER—informed the Commission of the renewal rate for the current health insurance; it came in at an increase of over 40 percent. He will bring more information to the Commission in November.

MR. TENAGLIA, ASSISTANT CITY MANAGER—discussed the Fire Union negotiations. He stated that it appears, they have reached an agreement. A new inspector position was agreed upon, the continuation of the step plan was agreed upon, and the pension plan will be discussed with potential agreement. More information will be coming forward.

COMMISSIONER PLETCHER—discussed the trick-or-treating in Vina del Mar where neighbors have made a scavenger hunt plan.

COMMISSIONER FRISZOLOWSKI—has a replacement appointee to the Planning Board, Gregory Premier; he will email Mrs. LaRowe the contact information.

VICE MAYOR IZZO—"Go Rays!"

MAYOR JOHNSON—mentioned the Big C meeting tomorrow and reminded everyone to vote on Tuesday.

Mayor Johnson adjourned the meeting at 8:01 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

St. Pete Beach City Commission Agenda Report

Issue Considered: Toasted Monkey Street Closures

Date: November 10, 2020

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: Toasted Monkey has requested street closure for a fundraiser, St Pete Fools Charity Ride, on November 14, 2020. The closure would be for bike and car parking. The street closure is 75th Ave from Coquina Way to Sunset Way and Sunset Way from 75th to Corey Ave from 9am – 8pm. In addition to the charity ride, they are requesting a monthly 2021 street closure on the final Friday of each month. The street closure would be 75th Ave from Coquina Way to Sunset Way and Sunset Way to Corey Ave from 3pm-11pm.

The monthly events will be assessed each month by city staff to ensure that it continues to adhere to CDC guidelines and follow state and local policy regarding COVID. If it appears they are unable to comply, an event permit will not be issued.

Funding: N/A

Requested Motion: Move to authorize the approval of special event application and street closure for Toasted Monkey on November 14, 2020 and the last Friday of each month of 2021.

Attachments: 1. Toasted Monkey Street closures 2021



City of St. Pete Beach Event Application 2020

Applicant

Name of Applicant: Ken Hautmann Title (If applicable): General Manager
Name of Organization (if applicable): The Toasted Monkey
Tax Exempt? ☐ Yes ☒ No Non-Profit? ☐ Yes ☒ No *If yes on either, please provide documentation*
Mailing Address: 678 75th Ave, St Pete Beach FL 33706
Cell Phone: (727) 698-6014 Email: Kenbuoy5@gmail.com

Event Information

Event Title: St. Pete Fools Charity Ride Event/Organization Web Address: stpetefools.com
Event Location(s): 678 75th Ave
If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>11-14-2020</u>	<u>Saturday</u>	<u>1pm</u>	<u>5pm</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 11-14-2020 Time(s) 9am to 1pm
Cleanup Date(s): 11-14-2020 Time(s) 5pm to 8pm

Description of Event: Charity ride to raise funds for
Alpha House of Pinellas County

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)

50

This Year

nA

Last Year (if Applicable)

Under City Ordinance Section 26-33 any special event which consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours):	\$50.00
Special event fire vehicle per hour per vehicle (minimum of 3 hours):	\$25.00

List all event activities: Bike/Car Rally - Band @ Toasted Monkey
close street for bike/car parking

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) Band on stage at
Toasted Monkey

Parking Plan (please be detailed and include on site map): _____

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☒ Sold on premise ☐ 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 # _____

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

n/A

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

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.

NA

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

NA

All temporary structures that cover an area greater than 120 sq. ft. including connecting spaces with a common area means of egress or entrance that are used for the gathering together of 10 or more persons shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Official. The application should include a site plan indicating the location of the structure and information delineating the means of egress and the occupant load. FBC 3103. The Building Official gives permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. All temporary power must comply with FFPA 70 NEC Article 590.

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
<u>Sunset Way</u>	<u>75th Ave</u>	<u>Corry Ave</u>	<u>11-14</u>	<u>9am - 7pm</u>
<u>75th Ave</u>	<u>Corry Way</u>	<u>Sunset Way</u>	<u>11-14</u>	<u>9am - 7pm</u>

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.

N/A

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

10 Barricades 2 arrow signs to direct T.V.
 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.

Ken Hausman
Print Name

[Signature]
Signature

SPB Social Group, LLC
Corporation Name (if applicable)

10/14/2020
Date

EVENT APPLICATION FEES

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

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

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

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

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

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

OTHER FEES

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

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

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



City of St. Pete Beach Event Application 2020

Applicant

Name of Applicant: Ken Hautmann Title (If applicable): General Manager

Name of Organization (if applicable): The Toasted Monkey

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

Mailing Address: 678 75th Ave, St Pete Beach, FL 33706

Cell Phone: 727-698-6014 Email: kenbuoys@gmail.com

Event Information

Event Title: Final Fridays Event/Organization Web Address: thetoastedmonkey.com

Event Location(s): 678 75th Ave

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

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>1/29, 2/26, 3/26, 4/30</u>	<u>Final Friday of each month</u>	<u>3pm</u>	<u>11pm</u>
<u>5/28, 6/24, 7/30, 8/27</u>			
<u>9/24, 10/29, 11/26</u>			

Set Up Date(s): Day of event Time(s) 3pm to 4pm

Cleanup Date(s): Day of event Time(s) 11pm to 12a

Description of Event: Final Friday of each month. All food and beverage are kept on property of Buoy's and Toasted Monkey.

Live Music. _____

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

Event Logistics

Estimated Attendance

200

(includes event crew, participants, and spectators)

This Year

Last Year (if Applicable)

Under City Ordinance Section 26-33 any special event which consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours):	\$50.00
Special event fire vehicle per hour per vehicle (minimum of 3 hours):	\$25.00

List all event activities: Live Music

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) Live Music. Different bands each month.

Parking Plan (please be detailed and include on site map): Parking available in blocked off area, Toasted Money and Buoys parking lots

Food and Beverage:

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

Will there be food trucks? ☐ Yes ☒ No

If yes, please list the truck/trailer vendors

1. _____
2. _____
3. _____
4. _____

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

List all other vendors (art, crafts, clothes, etc) N/A

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.*

N/A

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

All temporary structures that cover an area greater than 120 sq. ft. including connecting spaces with a common area means of egress or entrance that are used for the gathering together of 10 or more persons shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Official. The application should include a site plan indicating the location of the structure and information delineating the means of egress and the occupant load. FBC 3103. The Building Official gives permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. All temporary power must comply with FFPA 70 NEC Article 590.

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
Sunset Way	75th Ave	Corey Ave	Final Friday	3-11pm
75th Ave	Coquina Way	Sunset Way	Final Fridays	3-11pm

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.

N/A

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

10 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.

Ken Hautmann

Print Name

The Toasted Monkey

Corporation Name (if applicable)

Signature

10-27-20

Date

EVENT APPLICATION FEES

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OTHER FEES

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

Vehicle on the Beach permits is \$15.

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

City of St. Pete Beach Event Application Checklist

Please Include:

☒ Site Plan: Maximum Size of 8.5" x 11" including the following information

- ☒ Location of food vendor area (s)
- ☒ Tent locations and sizes
- ☒ Location of food truck/trailers
- ☒ Location of stage
- ☒ Fuel storage/dispensing areas
- ☒ Emergency access routes for LEO and Fire
- ☒ Location of vending booths
- ☒ Location of fire extinguishers & other life safety equipment
- ☒ Description of sound amplification facilities or equipment
- ☒ Location of alcoholic beverage consumption areas and vending
- ☒ Location of Generators
- ☒ Identify any fences/gates around the event
- ☒ Table, chair and equipment layout
- ☒ Location of portable restrooms
- ☒ Location of designated protest area (if applicable)

☒ Traffic & Parking Plan and Map that includes: vendor parking, handicap parking, shuttle routes and times, shuttle drop off/pick up, and ride share drop off and pick up.

☒ Public Health Plan: Address plans for hand washing, signs and messaging regarding public health (social distancing, wash hands etc), face coverings, cleaning, disinfection, food service, shared objects and adequate supplies like soap, water, hand sanitizer containing at least 60 percent alcohol, paper towels, tissues, disinfectant wipes, cloth face coverings (as feasible), and no-touch trash cans.

- ☐ Safety Plan that includes vendor load in and out times
- ☐ Certificate of Insurance
- ☐ Copy of Impact Letter if closing streets for an event
- ☐ Written authorization from all private properties that are included in the event plan
- ☒ Outdoor Cooking Permit Application (if applicable)
- ☒ Temporary Structure Permit Application (if applicable)
- ☒ Building Permit Application (if applicable for stages)
- ☒ Vehicle on the Beach Permit Application (if applicable)
- ☒ Beach Fire Permit Application (if applicable)
- ☒ Tax Exempt Documentation (if applicable)
- ☒ Non-Profit Documentation (if applicable)

Please send completed application to:

City of St. Pete Beach

Jennifer McMahon, Parks and Recreation Director

155 Corey Ave

St. Pete Beach, FL 33706

Or email to: Rddirector@stpetebeach.org

[727-363-9274](tel:727-363-9274) or fax at [727-363-9246](tel:727-363-9246)

Δ = Emergency access

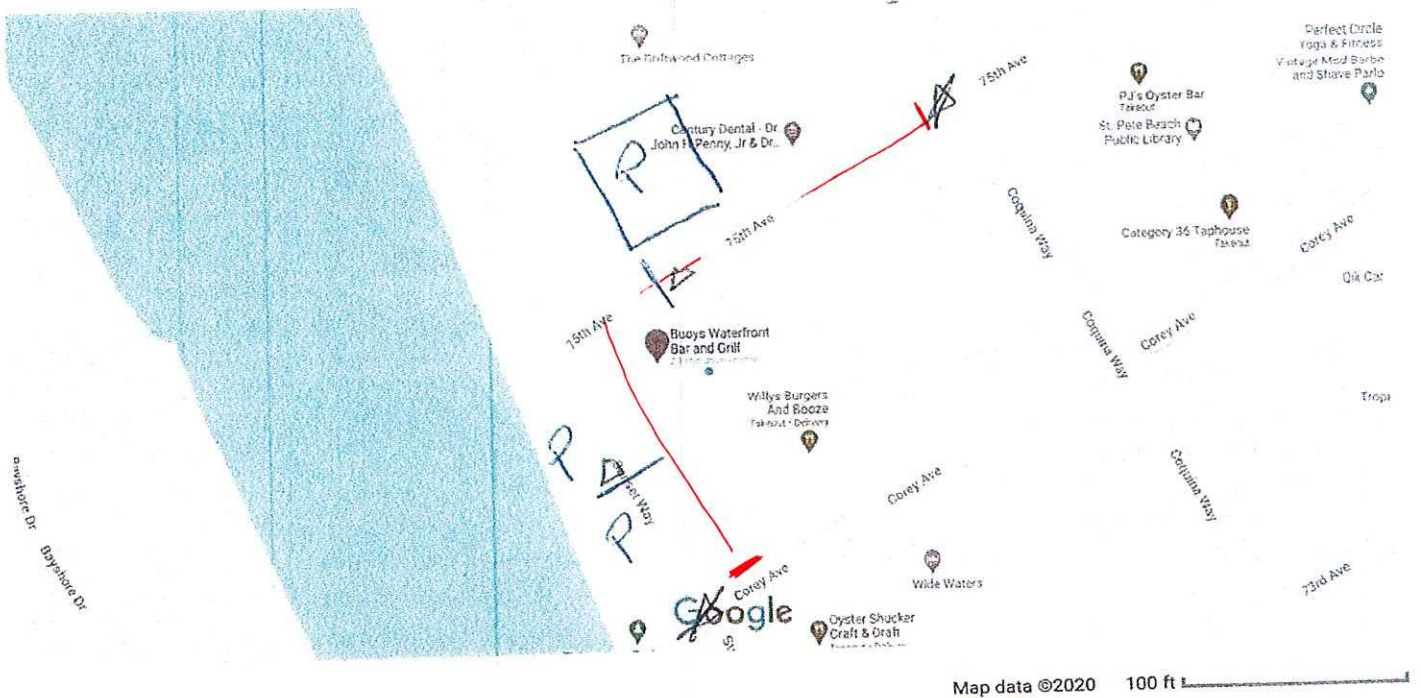
P = Parking

$\star$ = local traffic only

Google Maps

Buoys Waterfront Bar and Grill

— = Road closed



Buoys Waterfront Bar and Grill

4.7 ★ ★ ★ ★ ★ (117)

Restaurant

 You manage this Business Profile 

 20,617 views this month 

Start advertising in a few minutes

Public Health Plan:

Signs will be posted explaining social distancing guidelines and mask requirements.

Hand sanitizing stations will be available.

No touch trash cans will be available

St. Pete Beach City Commission Agenda Report

Issue Considered: Authorization of Expenditures

Date: November 10, 2020

Prepared By: Betcinda Kettells, Library Director

Through: Vincent Tenaglia, Assistant City Manager

Summary of Issue: The fiscal year (FY) 2021 budget includes funding for the purchase of print and audio/visual materials at the library, and the long-term lease of adult print materials. Staff is requesting authorization to purchase books, DVDs, audiobooks, and music CDs throughout the year on an as-needed basis, and lease up to 180 books utilizing a previously executed bid awarded to Baker and Taylor, Inc. by the State of Florida. Staff has evaluated Baker and Taylor against other service providers, including Amazon, Brodart, and Midwest Tapes and recommends Baker and Taylor due to the vendor's highly responsive ordering platform and competitive pricing. The City has a long-standing relationship with Baker and Taylor, with cataloging systems already in place. Materials discounted off retail pricing through the State of Florida contract include adult and juvenile hardcover fiction and non-fiction titles, reinforced bindings on selected juvenile titles, and adult non-fiction paperback titles.

Funding: The FY 2021 budget includes \$45,000 for circulation materials (account no. 001.5602.571.5660).

Requested Motion: "I move to authorize expenditures for the purchase and lease of library circulation materials from Baker and Taylor, Inc., in the estimated amount of \$36,000, utilizing State of Florida contract No. 55000000-20-NY-ACS."

Attachments:

1. Baker and Taylor LLC ACS Contract



Alternate Contract Source (ACS)

No. 55000000-20-NY-ACS

For

Books and Non-Print Library Materials, and Related Ancillary Services

This Contract is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida (State), and Baker and Taylor, LLC, 2550 West Tyvola Road, Suite 300, Charlotte, NC 28217 (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by section 287.042(16), Florida Statutes, "To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The State of New York competitively procured Books and Non-Print Library Materials, and Related Ancillary Services, and signed contract award number 22868 with the Contractor, attached hereto as Exhibit D (Master Agreement). The Master Agreement became effective on June 1, 2015, and is scheduled to expire on May 31, 2022. No renewal options are available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative source contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will begin June 30, 2020, or on the date the Contract is fully signed by all Parties and will expire May 31, 2022, consistent with the Master Agreement, unless terminated earlier in accordance with the Special Contract Conditions or Additional Special Contract Conditions.

2. Modifications or Additions to Master Agreement.

- a) As used in this document, Contract (whether or not capitalized) will, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes any and all

Alternate Contract Source (ACS)
No. 55000000-20-NY-ACS
For
Books and Non-Print Library Materials, and Related Ancillary Services

prior agreements. This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

- b) All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibits A, B, and C modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence shall apply:
 - i. This Contract and amendments, with the latest issued having priority.
 - ii. Exhibit A: Additional Special Contract Conditions (Florida)
 - iii. Exhibit B: Special Contract Conditions (Florida)
 - iv. Exhibit C: [Price Sheet](#)
 - v. Exhibit D: [Master Agreement](#)
- c) Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.
- d) The first line of the "Price" section of the Master Agreement is modified as follows:

Price shall include all customs duties and charges and shall be net, F.O.B. destination, any point in ~~New York State~~ the State of Florida and shall include inside delivery inside doors of Authorized User's receiving platform.

3. Purchases off this Contract.

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS No. 55000000-20-NY-ACS. State agencies acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract.

**Alternate Contract Source (ACS)
No. 55000000-20-NY-ACS
For
Books and Non-Print Library Materials, and Related Ancillary Services**

4. Primary Contacts

Department's Contract Manager:

Thomas Bower
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-6904
Email: Thomas.Bower@dms.myflorida.com

Contractor's Contract Manager:

Lee Ann Queen
Baker and Taylor, LLC
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
Telephone: (800) 775-7930
Email: Bids@baker-taylor.com

6. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

Alternate Contract Source (ACS)
No. 55000000-20-NY-ACS
For
Books and Non-Print Library Materials, and Related Ancillary Services

IN WITNESS THEREOF, the Parties here to have caused this Contract, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

CONTRACTOR
Baker and Taylor, LLC

A rectangular box containing a handwritten signature in blue ink. The signature appears to be "Lee Ann Owen". Above the signature, the text "DocuSigned by:" is visible. Below the signature, the text "ADD WATERMARK" is visible.

Director-Pricing Services

7/14/2020 | 2:47 PM EDT

Date:

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

A rectangular box containing a handwritten signature in blue ink. The signature appears to be "Tami Fillyaw". Above the signature, the text "DocuSigned by:" is visible. Below the signature, the text "ADD WATERMARK" is visible.

Tami Fillyaw
Chief of Staff

7/14/2020 | 6:47 PM EDT

Date:



ADDITIONAL SPECIAL CONTRACT CONDITIONS

Exhibit A

The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. Vendor Registration: In order to complete any transaction between a Customer and the Contractor, the Contractor must be registered in [MyFloridaMarketPlace](#).
2. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this Contract, the Customer is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
3. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Contractor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.
4. Employment Eligibility Verification: The language of Subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as other subcontractors.
5. Orders: Any Order placed by a Customer for a Product and/or Service available from this Contract shall be deemed to be a sale under and governed by the terms and conditions of the Contract. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, and signed by both parties.

Contractor must be able to accept purchase orders via fax, e-mail, or the MyFloridaMarketPlace (MFMP).

6. Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
 - EDI (Electronic Data Interchange)
 - This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
 - PO Flip via AN
 - The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

7. **Contract Reporting:** The Contractor shall report information on orders received from Customers associated with this Contract.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Fee Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Quarterly Sales Report	State's Fiscal Quarter	15 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

- Quarterly Sales Report: The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 15 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due 15 calendar days after close of the period

Quarter 2 - (October-December) – due 15 calendar days after close of the period

Quarter 3 - (January-March) – due 15 calendar days after close of the period

Quarter 4 - (April-June) – due 15 calendar days after close of the period

Quarterly Reporting periods should coincide with the Contract term and begin the quarter following Contract execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report](#). The report will include all sales (orders) from Customers received (associated with this Contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, this Contract may be terminated for convenience or the Department may choose to not renew the Contract.

In addition, the Department may require additional sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

- **MFMP Transaction Fee Report:** The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit MFMP Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the "Transaction Fee Reporting" and "Vendor Training" subsections under "Vendor" on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866- 352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
8. **Ad hoc Reports:** The Department reserves the right to require additional reports or information pertaining to this Contract and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.
9. **Financial Consequences:** The following financial consequences will apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of the Contract. These consequences for non-performance are not to be considered penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

Performance Metrics	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 15 th calendar day after close of a quarter.	100%	Quarterly	\$250
Monthly MFMP Transaction Fee Report	MFMP Transaction Fee Report are due on or before the 15 th calendar day after close of the period.	100%	Monthly	\$100

10. Financial Consequences for Non-Performance: If the Department determines that the Contractor has failed in any quarter to meet requirements of the "Contract Reporting" section for two or more standards, the Department may assess the Contractor a fee in accordance with the table incorporated herein.

These consequences of non-performance shall not be considered penalties.

11. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. At minimum, the parties shall meet to discuss:

- Program compliance
- Program trending review
- Savings report: Hard dollar and soft dollar
- Spend report
- Subcontractor and contingent staff performance
- Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being found in default and Contract termination.

12. Certification of Drug-Free Workplace: In executing this Contract, Contractor certifies that it has implemented a drug-free workforce program.
13. Resellers: The Contractor may use resellers in order to provide equipment and services. All resellers shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms, and conditions within Master Agreement and this Contract. The Contractor's resellers' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Contract. If a reseller is authorized to conduct business on behalf of the Contractor and the reseller is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller shall be resolved between the Contractor and the reseller. The State of Florida is not a party to any agreements entered into between the Contractor and its resellers.

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors (which includes resellers), and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations <https://dos.myflorida.com/sunbiz/> (unless the subcontractor is exempt from the registration requirements as set forth in Florida Statutes)
- Registered in the MFMP Vendor Information Portal <https://vendor.myfloridamarketplace.com>

- Not be on the State of Florida's Convicted, Suspended, or Disc
https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/discriminatory_vendor_list
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services
<https://flvendor.myfloridacfo.com>

**SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION**

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.**2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.**2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

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 RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., 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 SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: 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.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide 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.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable 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 Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or 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.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) 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 Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) 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.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's 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 anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will 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 fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created 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) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will 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 will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract 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 will 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 of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services 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 commodity or contractual services 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.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S 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 Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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

Issue Considered: **Proposed 2021 City Commission Meeting Schedule**

Date: November 10, 2020

Prepared By: Amber LaRowe, City Clerk

Through:

Summary of Issue: The City Charter states that the City Commission shall hold two meetings a month. The proposed calendar for 2021 schedules the City Commission on the second and fourth Tuesdays of every month except for November and December due to the holidays.

Funding: NA

Requested Motion: Motion to approve the 2021 City Commission meeting calendar.

Attachments: 1. 2021 CC Meeting Schedule

Proposed 2021 Meetings
City Commission

The City Commission meets on the second and fourth Tuesday's of the month in the Commission Chambers of City Hall, 155 Corey Avenue, St. Pete Beach, Florida.

<u>Meeting Date</u>	<u>Time</u>
January 12, 2021	6:00 pm
January 26, 2021	6:00 pm
February 9, 2021	6:00 pm
February 23, 2021	6:00 pm
March 9, 2021	6:00 pm
March 23, 2021	6:00 pm
April 13, 2021	6:00 pm
April 27, 2021	6:00 pm
May 11, 2021	6:00 pm
May 25, 2021	6:00 pm
June 8, 2021	6:00 pm
June 22, 2021	6:00 pm
July 13, 2021	6:00 pm
July 27, 2021	6:00 pm
August 10, 2021	6:00 pm
August 24, 2021	6:00 pm
September 14, 2021	6:00 pm
September 28, 2021	6:00 pm
October 12, 2021	6:00 pm
October 26, 2021	6:00 pm
November 9, 2021*	6:00 pm
November 16, 2021*	6:00 pm
December 7, 2021*	6:00 pm
December 14, 2021*	6:00 pm

***Proposed Commission Meeting Dates in November and December alter from Second and Fourth Tuesday due to the holidays.**

St. Pete Beach City Commission Agenda Report

Issue Considered: Variance Request Residential Dock with Boat Lift

Date: November 10, 2020

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The applicant submitted a dock permit application and variance request form for the installation of a residential dock with one boat lift on September 23, 2020. The applicant has received a statement of “no objection” from the abutting property owner to the south for the side encroachment of the boat lift and length. The 46th Avenue bridge to Boca Ciega Isle is located to the subject property’s north and is owned by the City.

The City’s regulations for residential docks require the dock to extend no further than one-half the waterfront width (53.9 feet) from the seawall. The proposed dock will be 62 feet in length from the seawall. This dock takes the place of an existing dock that is in the same location, but extends only fifty feet in length from the seawall. This length requirement can be varied administratively provided that signed statements of “no objection” from the City and abutting southern neighbor has been received. If the applicant receives approval by the City, the dock installation will be approved for zoning.

The property was the subject of one code enforcement case for an unfinished perimeter block wall in 2003. The property was not found in violation and the case was closed.

Funding: N/A

Requested Motion: “I move to authorize the City Manager to sign the “no objection” statement for the property owner to the south of the 46th Avenue bridge to Boca Ciega Isle, for the construction of a residential dock with a boat lift that extends 62 feet from the seawall.”

Attachments:

1. Variance Request Form 4565 Plaza Way
2. LDC Dock 6.23
3. 4565 Plaza Way Dock Aerial

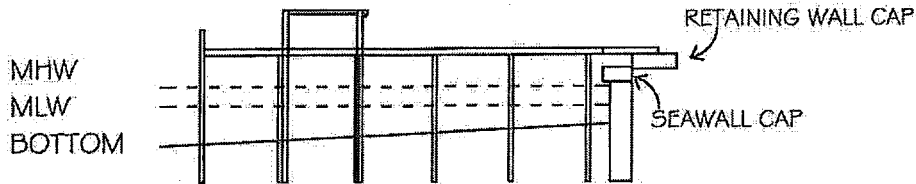
PRIVATE DOCK

NAME: Russell, Robert

4565 Plaza Way St. Pete Beach, FL 33706

Application # _____

(OFFICIAL USE ONLY)

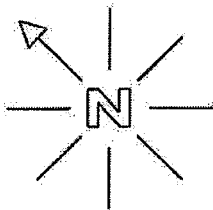


Profile View

ENG. SCALE: 1" = 30'

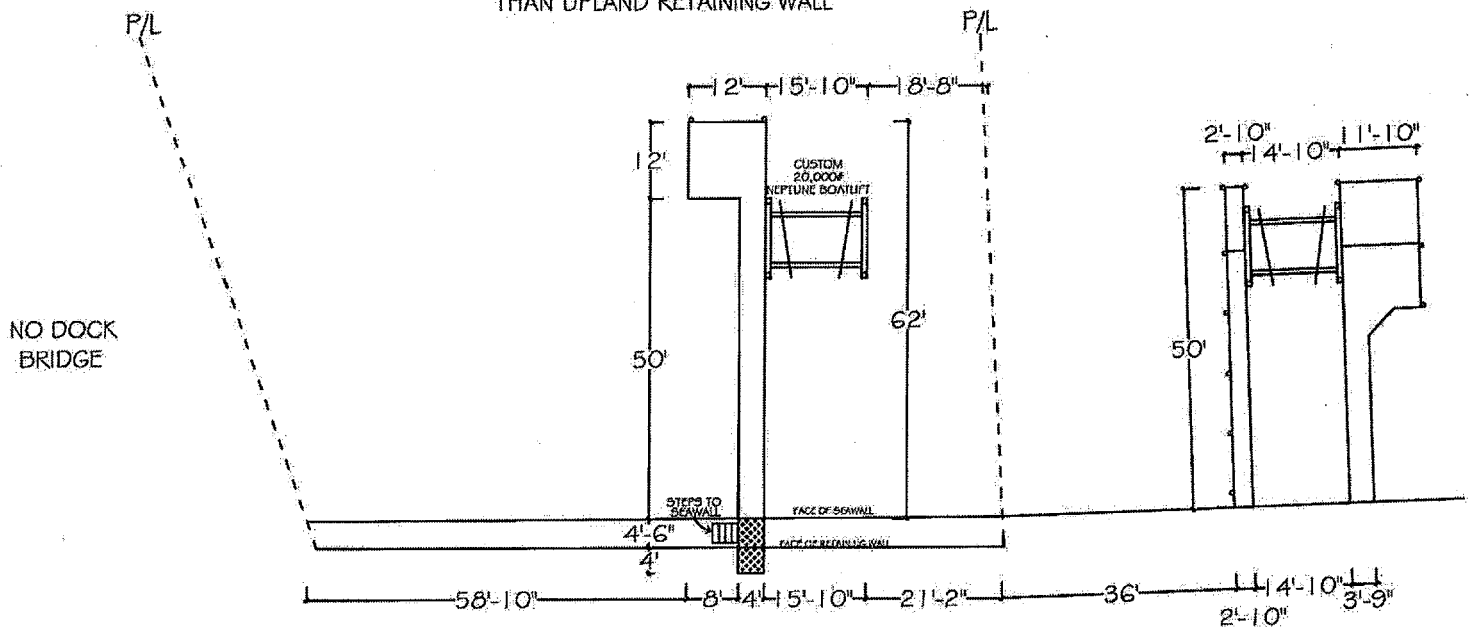
TOTAL SQUARE FEET
NEW SQUARE FEET
WATERWAY WIDTH
WATERFRONT WIDTH

344'
144'
Over 400'
107.82'



Plan View
(applicant and adjacent docks)

NOTE: DOCK TO BE IN SAME
LOCATION AS EXISTING DOCK
DOCK TO BE +/- 12" HIGHER
THAN UPLAND RETAINING WALL



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

Left Owner: N/A

Right Owner: Bryan L. &/or Carolyn J. Kocher

Signature _____

Date _____

Signature [Signature]

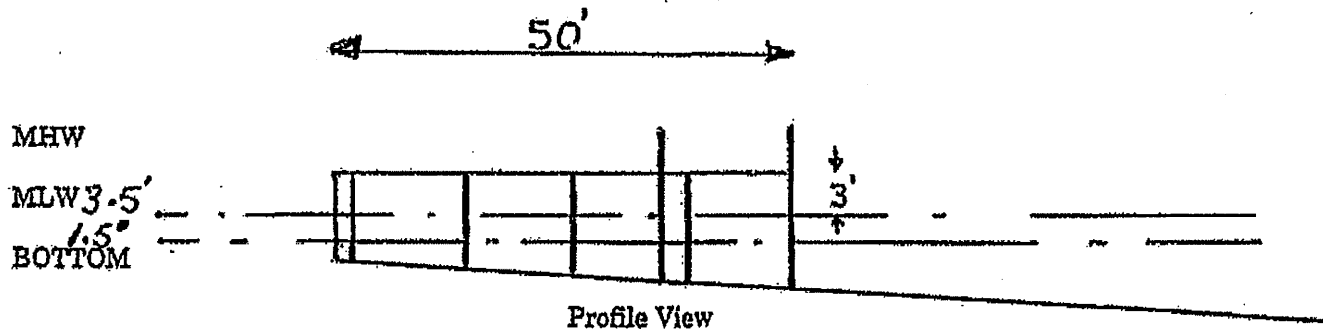
Date 7-14-2020

Municipality Approval _____

Water and Navigation Approval _____

PRIVATE DOCK

Application # P32S30-03
(OFFICIAL USE ONLY)



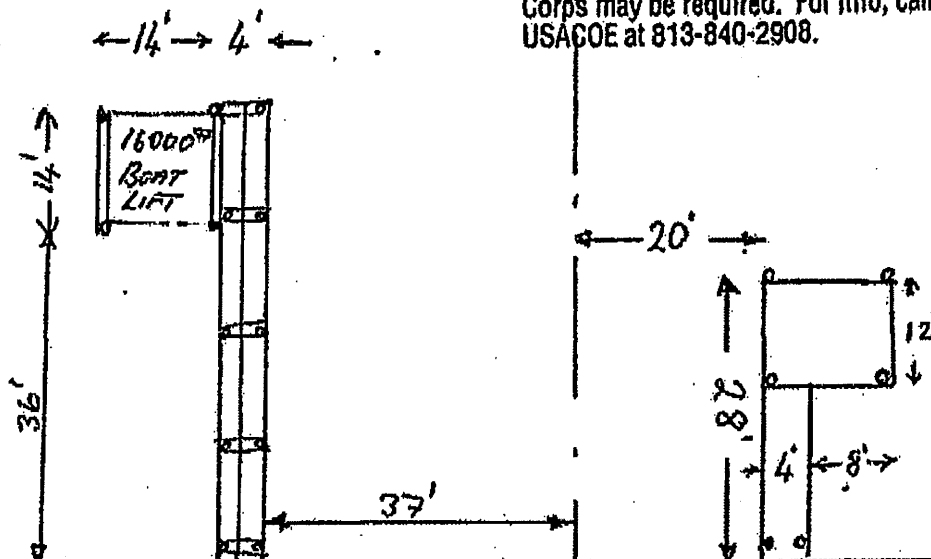
ENG. SCALE: 1" =



Plan View
(applicant and adjacent docks)

TOTAL SQUARE FEET	<u>200</u>
NEW SQUARE FEET	<u>N/A</u>
WATERWAY WIDTH	<u>BAV</u>
WATERFRONT WIDTH	<u>108.3'</u>

P/L
This project does not qualify for U.S. Army Corps of Engineers General Permit SAJ-20. Separate approval from the Corps may be required. For info, call the USACE at 813-840-2908.



SHORELINE WALL

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

Left Owner		Right Owner	
Signature	<u>N/A</u>	Signature	<u>N/A</u>
Date		Date	
Municipality Approval		Water and Navigation Approval	

APPROVED
COMMUNITY DESIGN
DATE 1.23.2003 am

APPROVED
PINELLAS COUNTY
ENVIRONMENTAL MANAGEMENT
David L. Lull, Jr. 2/19/03
FOR WILLIAM M. DAVIS, DIRECTOR
0401001/ENV/MGMT/TP/AA/03 4/25/04

Relevant Code Provision

Sec. 6.23. - Docks.

Section 6.23 Docks.

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

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

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

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

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

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



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

Issue Considered: Request to approve the proposal with Musco Lighting in the amount of \$103,582.00 for the LED tennis and basketball court lighting in Hurley Park.

Date: November 10, 2020

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The City Commission approved expenditures toward replacement of the lighting in Hurley Park with LED lights. The softball field lighting was replaced as part of the Phase I of Hurley Park project. The lighting was a huge improvement and does not affect the turtle nesting season. To complete the entire park with LED, the cost is \$103,582.00.
The City will piggyback on the Clay County RFP for LED Lighting, Bid # 18/19-2.

Staff is recommending approval to accept the proposal from Musco Lighting in the amount of \$103,582.00

Funding: This item is budgeted in account #301-8000-590-0024

Requested Motion: “I move to approve Request to approve the proposal with Musco Lighting in the amount of \$103,582.00 for the LED tennis and basketball court lighting in Hurley Park.”

Attachments: Musco Lighting Quote and Clay County Bid

**Reviewed by
City Manager:** _____



Quote

**HURLEY PARK
BASKETBALL**

Date: April 16, 2020

Field Description: To light (1) – Basketball Court

Light-Structure Green™ System delivered to your site in Five Easy Pieces™

- (4) x Galvanized steel Crossarm Assemblies to be mounted on existing poles
- (6) LED 400w Fixtures
- UL Listed remote electrical component enclosure & Pole length wire harness

Also Includes:

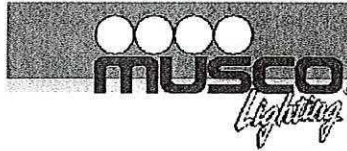
- 85% less spill and glare light than open faced LED technology
- Musco Constant 10™ warranty and maintenance program that eliminates 100% of your maintenance costs for 10 years, including labor and materials
- Guaranteed constant light level of 40fc for 10 years
- Control Link® Control & Monitoring System for control and management of your lighting system
- Lighting Contactor Cabinets
- No sales tax is included

Pricing listed below is based on Clay County bid # 18/19-2

Field Description	QTY	\$ Per			Total
1 Basketball - 2 Courts	0.75	\$	49,400	\$	37,050
2 Installation of Fixtures to existing poles	2	\$	6,000	\$	12,000
3 Electrical Infrastructure	1	\$	26,251	\$	26,251
4 Deduct for City of St Pete Beach	1	\$	(18,750)	\$	(18,750)
TOTAL				\$	56,551

Pricing furnished is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Robert A. DeCouto



Quote

**HURLEY PARK
TENNIS**

Date: April 16, 2020

Field Description: To light 1 – Tennis Court

Light-Structure Green™ System delivered to your site in Five Easy Pieces™

- (4) 30'mh Sq Concrete poles
- (4) LED 600w Fixtures
- UL Listed remote electrical component enclosure & Pole length wire harness

Also Includes:

- 85% less spill and glare light than open faced LED technology
- Musco Constant 10™ warranty and maintenance program that eliminates 100% of your maintenance costs for 10 years, including labor and materials
- Guaranteed constant light level of 30fc for 10 years
- Based on tying into the Control Link® Control & Monitoring System for Baseball
- No sales tax is included

Pricing listed below is based on Clay County bid # 18/19-2

Field Description	QTY	\$ Per			Total
1 Tennis - 2 Courts	0.5	\$	49,400	\$	24,700
2 Installation of 40' poles	4	\$	4,150	\$	16,600
3 Electrical Infrastructure	1	\$	14,730	\$	14,730
4 Deduct for City of St Pete Beach	1	\$	(8,999)	\$	(8,999)
TOTAL				\$	47,031

Pricing furnished is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Robert A. DeCouto

REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Admin Bldg, Purchasing Dept, Fourth floor, 477 Houston St, Green Cove Springs, FL 32043, for the following:

RFP NO: 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Bids will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Admin Bldg, Conference Room "B", Fourth floor, 477 Houston St, Green Cove Springs, Florida. Bids will not be valid unless received by the proposal deadline.

All communications with the County regarding this Bid should be directed to Donna Fish, Purchasing Division, (904) 278-3761 or by email: purchasing@claycountygov.com

The County reserves the right to waive formalities in any bid, to reject any or all bids with or without cause, including the lack of availability of adequate funds, regulatory agency requirements, and/or to accept the bid that, in its judgment, will be in the best interest of the County of Clay.

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids> THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE "NOTICE OF INTENT BIDS" LINK UNDER THE "BUSINESS" ROLLOVER BUTTON ON THE COUNTY'S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

-----END OF NOTICE-----

(CLAY TODAY) For publication on: **February 14, 2019**

PLEASE SEND ORIGINAL INVOICE AND OF PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Division
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

May 21, 2019
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT

SPORTS & FITNESS EQUIPMENT							
Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilities,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	Priced Per Job	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equipment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 Info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilities	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 Info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilities	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.FL.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 18/19-2 were opened on March 19, 2019. During its regular meeting on May 28, 2019, the Board rendered its decision to award RFP No. 18/19-2 to multiple companies. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Lorin L. Mock
Acting County Manager

Date of Posting:

5/29/19

Date of Removal:

6/3/19

Time of Posting:

8:45 a.m.

Time of Removal:

8:47 a.m.

Initials:

D F

Initials:

D F



**BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES**

May 28, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

Chairman Cella called the meeting to order at 4:02 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 5 Vice Chairman Gayward Hendry
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: None

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price
Chief Assistant County Attorney Fran Moss

A MOMENT IN HISTORY

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

ARTWORK

PLANNING AND ZONING

6. Final Public Hearing to consider Adoption of DRI 2019-02 to revise DRI termination, expiration and phasing schedule dates, remove Commerce Center designation, and amend parcel boundaries. (P.C. voted 7-0 to approve).

Public Hearing to consider Adoption of DRI 19-02 amending the Villages of Argyle DRI/DO Map H to amend the DRI termination date and expiration date and phasing schedule consistent with the extensions allowed under state law; amending the Map H to eliminate the Commerce Center designation, amending Map H to adjust the boundaries of parcels 43 and 49, combine parcels 44 and 45 into new parcel 44, and to divide parcel 43 into parcels 43A, 43B and 43C. Located in Planning District 2, Commission District 2, Mr. Bolla.

Carolyn Morgan, Chief Planner, presented the item to the Board for consideration.

Staff recommended approval.

John O'Connor, 1590 Island Lane, Suite 28, Fleming Island, addressed the Board and stated that he was available for questions.

Chairman Cella opened the public hearing and receiving no request to speak closed the public hearing.

With no further discussion, Commissioner Bolla moved, seconded by Commissioner Rollins, and carried 4-0, to approve the adoption of DRI Amendment 2019-02 as presented.

7. Final Public Hearing to consider adoption of PUD 19-05, Armstrong Mixed Use, located at Oakleaf Plantation Parkway and Royal Pines Drive on 121.24 acres (P.C. voted 7-0 to approve).

Public Hearing to consider adoption of PUD 19-05 Armstrong Mixed Use, located at Oakleaf Plantation Boulevard and Royal Pines Drive on 121.24 acres, in Planning District 2, and Commission District 2, Mr. Bolla.

Carolyn Morgan, Chief Planner, presented the item to the Board for consideration.

Staff recommended approval.

John O'Connor, 1590 Island Lane, Suite 28, Fleming Island, addressed the Board and stated that he was available for questions.

There was no Artwork on the agenda.

PET ADOPTIONS

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

APPROVAL OF MINUTES

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes
2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business
The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
4. Finance & Audit Committee Business
Approval of the Finance & Audit Committee Minutes of May 21, 2019.
5. Tourist Development Council Committee Business
Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.

Chairman Cella opened the public hearing.

Susan Fraser, SLF Consulting, Inc., 3517 Park Street, Jacksonville, Agent for Armstrong Ventures, LLC, addressed the Board and stated that she was available for questions.

Chairman Cella closed the public hearing.

With no further discussion, Commissioner Bolla moved, seconded by Commissioner Hutchings, and carried 4-0, to approve the adoption of PUD-19-05 as presented.

NEW BUSINESS

8. Alderman Road ROW Closure and Gain

Dale Smith, Public Works Director, presented the item to the Board for consideration. During his presentation, Mr. Smith informed the Board that the Resolution presented in their agenda packets needed a correction. He explained that on Page 1, paragraph 5 of the document, that verbiage needed to be modified prior to the Chairman's signature if the Board approved the item. Mr. Smith explained the correction to the Board.

During discussions, County Attorney Grimm reported that the acceptance of the deed for the parcel across the street would also need to be approved at this time along with the Resolution.

Commissioner Rollins moved and seconded by Commissioner Hutchings to approve the deed with the changes as presented and for the acceptance of the additional parcel as stated.

Chairman Cella opened the public hearing and receiving no request to speak closed the public hearing.

Commissioner Rollins restated the motion with a second from Commissioner Hutchings. Motion carried 4-0.

At this point in the meeting, Commissioner Hutchings left the meeting at 5:39 P.M.

9. Plat Bond for Eagle Landling Phase 6 (AKA Oakland Hills)

Dale Smith, Director of Public Works, presented the item to the Board for consideration.

Mr. Smith requested approval of the plat and for permission to enter into the Interlocal Agreement for Eagle Landing Phase 6.

With no discussion, Commissioner Bolla moved, seconded by Commissioner Hutchings, and carried 5-0, to accept the plat and to enter into the Interlocal Agreement for Eagle Landing Phase 6 as presented.

10. Acceptance of Final Plat For Recording Oakland Hills at Eagle Landing
Acceptance of Final Plat for Recording

Dale Smith, Public Works Director, presented the item to the Board for consideration.

During discussions, County Attorney Grimm also addressed the Board.

With no further discussion, Commissioner Bolla moved, seconded by Commissioner Hutchings, and carried 5-0, to accept the Final Plat for recording for Oakland Hills at Eagle Landing.

11. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

Milton Towns, Environmental Services, requested approval of the Curbside Collection Assessment Rate for FY 19/20. Mr. Towns reported that a rate adjustment was needed based upon an increase in costs by roughly 3% per year due to CPI and fuel adjustments and added that Contract cost represents about 96% of the total budget. During his presentation, Mr. Towns proposed that the Board return to the rate that was previously charged in 2010 and 2011 of \$154.44 per residential unit, which would be an increase in \$1.27 per month with no increase in the Disposal Assessment Rate. Mr. Towns added that the total Assessment for both the Collection and Disposal Assessments would be \$226.44.

During Board discussion, Chairman Cella stated that he would like to make sure staff remains diligent with Advanced Disposal to ensure that the citizens of Clay County continue to get the services that they are paying for.

Following discussions, Commissioner Hutchings moved, seconded by Vice Chairman Hendry, and carried 4 to 1 with Commissioner Rollins dissenting, to approve the increase in the Solid Waste Collection Assessment as presented.

12. Discussion regarding purchase of two parcels of real property and request to use the alternative notice procedure provided for in Section 2.175 of the Clay County Code for the purchase of one or both of the parcels

Acting County Manager Mock reported that the County's Facilities Operations and Maintenance Department was exploring the purchase of a couple of parcels of property for the County's use and requested Board direction as to whether or not to continue its exploration and if found feasible to seek to negotiate potential purchase terms. Mr. Mock added that one location would be for a proposed fire station site and the other would be

for facility/parking expansion adjacent to the Administration Building. Mr. Mock reported that the purchase of one parcel would be by an alternative procedure provided for by Section 2.175 of the Clay County Code and that the other parcel would be by a more traditional purchase & procurement procedure.

Following Board discussion, Commissioner Hutchings moved, seconded by Commissioner Rollins, and carried 5-0, to have staff pursue the purchase of the two parcels of real property and to use the alternative notice procedure as requested during comments by Mr. Mock.

13. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Facility Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Facility Restoration Project. The grant requires a 50% match (\$150,000). Additional approval of the accompanying Resolution approving submittal of the grant application and confirming dedication of the matching funds. The application deadline for this grant is June 1, 2019.

James Householder, Director of Facilities, presented the item to the Board for consideration.

Mr. Household requested approval to apply for the grant and for the approval of the accompanying Resolution.

Following Board discussion, Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to have staff apply for a Department of State Historic Preservation Grant as presented along with approval of the accompanying Resolution approving submittal of the grant application and confirming dedication of the matching funds.

At this point in the meeting, Chairman Cella updated the Board on the status of the negotiations with the new County Manager. The Chairman informed everyone that he had a meeting with Mr. Wanamaker earlier in the day and that he was moving forward with presenting him with a proposed contract on Thursday. Mr. Cella added that the Board would consider and vote on the contract on June 11, 2019 with a start date of employment on June 18, 2019.

COUNTY MANAGER/CLERK OF THE BOARD

Acting County Manager Mock announced that a Best of Clay Award for the Kids Fun Place at Ronnie Van Zant Park was awarded by Clay Today. Kudos to the Parks Department.

Mr. Mock informed the Board that back February of this year the Board provided permission to the staff to apply for a Dollar General Early Literacy Grant for \$3,000. Mr.

Mock reported that the County received a check in the amount of \$2,000 and in order to process the check the Board must officially receive the Grant along with the check.

Commissioner Hutchings moved, seconded by Commissioner Rollins, and carried 5-0, to have the Board officially receive the Grant and the check, which would then allow staff to use the funding as outlined within the Grant guidelines.

COUNTY ATTORNEY

The County Attorney had no items for discussion.

TIME CERTAINS

14. 5:00 P.M. or as soon thereafter as can be heard - Final Public Hearing on the adoption of an Ordinance adopting a modified impact fee study and increasing transportation impact fees

After months of discussion, Ed Lehman, Director of Planning & Zoning, provided the Board with an amendment to the Clay County Amended Road Impact Fee Ordinance for consideration. Mr. Lehman reported that the changes reflect a change in the impact fee rate from a volume to capacity (v/c) ratio of 1.0 to a v/c ratio of .65 resulting in increased impact fees due on development and added that the current Impact Fee Study had been modified to reflect the calculations for a v/c ratio of .65. Mr. Lehman reported that the lower v/c ratio of 0.65 was based solely upon the Tindale Oliver Impact Fee Study methodology which has been verified by Tindale Oliver.

Board discussion followed with questions to staff.

During discussions, County Attorney Grimm reported that with regard to documents that were attached to the agenda, modifications were needed due to a mathematical error and would be revised accordingly.

Chairman Cella opened the public hearing.

Allen Skinner, 4469 Ortega Forrest Dr., Jacksonville, land owner in the Lake Asbury Master Plan area, addressed the Board.

George Egan, 1845 Towncenter Blvd, Fleming Island, addressed the Board.

Jessie Spradley, Northeast Florida Builders Association, 6747 Southpoint Parkway, Jacksonville, addressed the Board.

Chairman Cella closed the public hearing.

At this point in the meeting, Vice Chairman Hendry left the meeting at 5:17 P.M.

Following Board discussion, Commissioner Bolla made the motion to adopt the ordinance as presented with the exception of the automatic provision to remove the

Impact Fee on commercial properties as stated in the St. Johns County Ordinance. He further made the motion to accept the modified study by Tindell Oliver as discussed and to direct the sunset of the Concurrency and Fair Share program.

Commissioner Hutchings seconded the motion.

Motion carried 3 to 1 with Commissioner Rollins dissenting.

LETTERS OF DOCUMENTATION

Chairman Cella acknowledged the Letters of Documentation.

15. Bid Opening Tabulations

Bid Opening Tabulation for May 14, 2019:

A. Bid #18/19-29, Printing, Mailing and Design Services

Bid Opening Tabulation for May 21, 2019:

A. Bid #18/19-27, Waste Tire Management Services

PUBLIC COMMENTS

No public comments were received.

COMMISSIONERS' COMMENTS

Commissioner Bolla reported that he attended the Concert on the Green this past weekend which was a success and made comments about the location of next year's event.

Commissioner Bolla posed questioning to Acting County Manager Mock regarding the Jacksonville Transportation Authority/bus route.

Commissioner Bolla asked that discussion of Blueways, Bikeways, and Trail Ways be addressed at the upcoming Infrastructure and Development Committee.

Commissioner Rollins asked Interim County Manager Mock if staff could coordinate with the St. Johns River Water Management District to have a representative appear before the Board to provide an update on the status of the Black Creek Water Resource Project.

Commissioner Rollins reported that the bump on the bridge along SR 21 was not permanent and would be fixed upon completion of the project.

Chairman Cella stated that he would like to see the Board agenda be rearranged to push the Planning & Zoning items toward the end of the meeting.

The meeting adjourned at 5:45 P.M.

Attest:

Clerk of the Board

Chairman or Vice-Chairman

St. Pete Beach City Commission Agenda Report

Issue Considered: First Reading Ordinance 2020-24 Outdoor Dining and Drinking Areas

Date: November 10, 2020

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: Due to the effects of the novel coronavirus, the City has permitted citywide temporary outdoor seating to allow restaurants and bars to continue operating since March 2020. City Staff have found the reaction from both the business and residential community to be positive, with no complaints about the operation of these outdoor seating areas. Under this Ordinance, Staff are proposing that outdoor dining be permitted on private property in almost all commercial districts of the city as a permitted use, provided that no permanent or temporary amplified equipment for outdoor music is provided. Operation of permanent outdoor seating in the right-of-way, or provisions for outdoor music or rooftop dining or drinking, are proposed in most cases to remain subject to City Commission approval. Staff are further proposing additional regulations for outdoor music, and amending definitions as required.

Funding: N/A

Requested Motion: Motion to approve the first reading of Ordinance 2020-24.

Attachments:

1. 2020-24 Staff Report
2. Ordinance 2020-24 Outdoor Dining and Drinking Amendments

CITY OF ST. PETE BEACH PLANNING BOARD STAFF REPORT

TO: Planning Board

FROM: Wesley Wright, Community Development Director

DATE: June 15, 2020

SUBJECT: Ordinance 2020-24, amending the Land Development Code to provide language in district divisions and temporary lodging regulations to permit outdoor eating and drinking areas without outdoor music, establishing regulations for outdoor dining and drinking areas with outdoor music as well as roof dining and drinking areas, establishing additional review criteria for outdoor dining and drinking areas with outdoor music, amending definitions for “outdoor dining” and “outdoor drinking”, and adding a definition for “roof dining or drinking area”.

BACKGROUND:

Due to the effects of the novel coronavirus, the City has permitted citywide temporary outdoor seating to allow restaurants and bars to continue operating since March 2020. City Staff have found the reaction from both the business and residential community to be positive, with no complaints about the operation of these outdoor seating areas. Under this Ordinance, Staff are proposing that outdoor dining be permitted on private property in almost all commercial districts of the city as a permitted use, provided that no permanent or temporary amplified equipment for outdoor music is provided. Operation of permanent outdoor seating in the right-of-way, or provisions for outdoor music or rooftop dining or drinking, are proposed in most cases to remain subject to City Commission approval. Staff are further proposing additional regulations for outdoor music, and amending definitions as required.

PLANNING BOARD:

The Planning Board, sitting as the LPA, will review proposed Ordinance 2020-A on October 19, 2020 for consistency with St. Pete Beach’s Comprehensive Plan.

CONSISTENCY WITH THE COMPREHENSIVE PLAN – STAFF REVIEW

Staff has reviewed the proposed Ordinance and finds it to be consistent with the City of St. Pete Beach’s Comprehensive Plan specifically as follows:

FUTURE LAND USE ELEMENT - Future Land Use Policies - Green Practices, Residential Character and Introduction to Land Use Categories

GOAL 2:

The City shall ensure that the residential character of the City of St. Pete Beach is maintained and protected while:

- Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike.
- Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation.

Objective 2.3

New commercial development shall be required to be compatible with environmental and economic resources through the enforcement of the land development regulations.

Policy 2.3.2

Neighborhood commercial facilities shall be located so as to serve residential areas without disrupting the residential quality of the area.

FUTURE LAND USE ELEMENT – Special Designation – Community Redevelopment District (CRD) – C. Gulf Boulevard Redevelopment District – Goals, Objectives and Policies for the Downtown Redevelopment District

GOAL 3:

Maintain and improve Gulf Boulevard as a memorable place to be enjoyed by residents and visitors that emphasizes pedestrian mobility, waterfront and Gulf beach access, a quality built environment that focuses on retail services and entertainment.

Objective 3.3

Redevelopment is encouraged to create a vibrant Gulf Boulevard core resort environment containing a variety of building forms and styles of exceptional architectural design and high quality finishes that respect the Gulf Boulevard resort character and heritage, increase Green space, reduce paved surface parking, increase side yard setbacks, increase setbacks from Gulf Boulevard, and provide amenities, retail services, restaurants and waterfront beach bars that serve guests and residents alike.

FUTURE LAND USE ELEMENT – Special Designation – Community Redevelopment District (CRD) – D. Downtown Redevelopment District – Goals, Objectives and Policies for the Downtown Redevelopment District

GOAL 1:

The downtown commercial core of the District shall be a community gathering place that attracts people to the area with living, working, shopping, entertainment and recreational opportunities. The City shall encourage revitalization through redevelopment that is designed to attract residents and visitors to Downtown core community destination. The downtown residential neighborhoods surrounding and within walking distance of the Downtown core area, are encouraged to redevelop in a manner that enhances pedestrian and non-vehicular mobility.

Objective 1.10

Public or private small-scale marina facilities with transient boat slips to encourage alternative non-vehicular modes of transportation and attract visitors to the core main street shopping, restaurant and entertainment district shall be encouraged and pursued, where appropriate.

STAFF RECOMMENDATION:

Staff recommends the Planning Board, sitting as the LPA, recommend approval of Ordinance No. 2020-24 and find it consistent with the city's Comprehensive Plan as stated in the staff report.

ORDINANCE NO. 2020-24

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE, DIVISION 2 – DEFINITIONS, SECTION 2.1 WORDS, TERMS, AND PHRASES DEFINED; DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.24 OUTDOOR DINING AND OUTDOOR DRINKING AREAS; DIVISION 13 – ROR RESIDENTIAL/ OFFICE/ RETAIL DISTRICT, SECTION 13.2 PERMITTED PRINCIPAL USES AND STRUCTURES AND SECTION 13.4 ALLOWABLE CONDITIONAL USES; DIVISION 14 – RFM RESORT FACILITIES MEDIUM DISTRICT, SECTION 14.2 PERMITTED PRINCIPAL USES AND STRUCTURES AND SECTION 14.4 ALLOWABLE CONDITIONAL USES; DIVISION 15 – CG-1 COMMERCIAL DISTRICT, SECTIONS 15.2 PERMITTED PRINCIPAL USES AND STRUCTURES AND 15.4 ALLOWABLE CONDITIONAL USES; DIVISION 16 – CG-2 COMMERCIAL DISTRICT, SECTION 16.2 PERMITTED PRINCIPAL USES AND STRUCTURES AND 16.4 ALLOWABLE CONDITIONAL USES; DIVISION 30 – TC-1 TOWN CENTER CORE DISTRICT, SECTION 30.2 PERMITTED USES AND SECTION 30.4 ALLOWABLE CONDITIONAL USES; DIVISION 32 – CC1 COMMERCIAL CORRIDOR BLIND PASS ROAD DISTRICT, SECTION 32.2 PERMITTED USES AND SECTION 32.4 ALLOWABLE CONDITIONAL USES; DIVISION 33 – CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT, SECTION 33.2 PERMITTED USES AND SECTION 33.4 CONDITIONAL USES; DIVISION 34 – DOWNTOWN CORE RESIDENTIAL DISTRICT, SECTION 34.4 ALLOWABLE CONDITIONAL USES; DIVISION 35 – (LR) LARGE RESORT DISTRICT, SECTION 35.3 PERMITTED PRINCIPAL AND SECONDARY USES AND STRUCTURES AND SECTION 35.4 PERMITTED ACCESSORY USES AND STRUCTURES; DIVISION 37 – TC-2 TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS, SECTION 37.2 PERMITTED USES AND SECTION 37.5 ALLOWABLE CONDITIONAL USES; DIVISION 38 - AC ACTIVITY CENTER DISTRICT, SECTION 38.2 PERMITTED USES AND SECTION 38.4 ALLOWABLE CONDITIONAL USES; DIVISION 39 – COMMUNITY REDEVELOPMENT DISTRICT GENERAL STANDARDS, SECTION 39.6 TEMPORARY LODGING USE OPERATIONAL AND OCCUPANCY RESTRICTIONS, LIMITATIONS, AND PROHIBITIONS; DIVISION 40 – COMMUNITY REDEVELOPMENT DISTRICT – EIGHTH AVENUE (CRD-EA), SECTION 40.4 PERMITTED CONDITIONAL USES AND STRUCTURES; DIVISION 42 – BR BAYOU RESIDENTIAL DISTRICT, SECTION 42.2 PERMITTED PRIMARY AND SECONDARY USES AND SECTION 42.4 ALLOWABLE CONDITIONAL USES; DIVISION 46 – B/HC BOUTIQUE HOTEL/CONDO DISTRICT, SECTION 46.2 PERMITTED USES AND SECTION 46.4 ALLOWABLE CONDITIONAL USES; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE

WHEREAS, the City Commission supports the economic sustainability of its local businesses, hotels and resorts; and

WHEREAS, the City Commission finds that certain uses should be conditional rather than permitted by-right due to the impact they may have on the desired character of an area or the nuisances they may create, among other considerations; and,

WHEREAS, the City Commission has found this ordinance in the best interest of the health, safety and welfare of the residents and business community; and,

WHEREAS, the City Commission has found this ordinance to be consistent with the Future Land Use Element of the Comprehensive Plan.

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

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

SECTION 2. The provisions in this Section pertaining to the City's Land Development Code are amended as follows:

Sec. 2.1. - Words, terms and phrases defined.

[***]

Eating and drinking establishment means a business primarily engaged in serving prepared food and/or beverages for consumption on or off the premises. Such uses are regulated by type as follows:

Bar/lounge means a business serving beverages for consumption on the premises as a primary use or as an accessory use to a hotel or motel and including on-site service of alcohol, including beer, wine, and mixed drinks.

Restaurant, full-service means a restaurant providing food and beverage services to patrons who order and are served while seated and pay after eating. Takeout service may also be provided.

Restaurant, limited-service means an establishment where food and beverages may be consumed on the premises, taken out, or delivered, but where limited table service is provided. This classification includes cafes, cafeterias, coffee shops, delicatessens, fast-food restaurants, sandwich shops, limited-service pizza parlors, self-service restaurants, and snack bars with indoor or outdoor seating for customers. This classification includes bakeries that have tables for on-site consumption of products. It excludes catering services that do not sell food or beverages for on-site consumption (See "commercial kitchen").

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

Restaurant, take-out only means a restaurant where food and beverages are prepared on a customer-demand basis and may be taken out or delivered, but are not consumed on the premises. No seating or other facilities for on-premises dining are provided.

Restaurant with drive-through service means any eating or drinking establishment which has direct window service allowing customers in motor vehicles to pick up food or drink for off-premise consumption.

Roof dining or drinking area means an area located above the first habitable floor of the restaurant or bar to which it is accessory, including elevated patios, decks and similar open-air areas, which is unenclosed by walls or open to the sky.

Outdoor dining means a delineated area, including patios and similar areas, affiliated with a restaurant unenclosed by walls where tables, seating and other furnishings are provided for patrons of the restaurant for eating and drinking. An outdoor dining area located above the first habitable floor of the structure to which it is accessory shall be classified as a roof dining area. These areas shall be further classified within the district divisions of this code by whether they contain equipment, permanent or temporary, that is dedicated to the playing of amplified music and/or are permitted to host the playing of musical instruments.

Outdoor drinking means a delineated area, including patios and similar areas, affiliated with a bar/lounge unenclosed by walls where tables, seating and other furnishings may be provided for patrons of the bar/lounge for consuming beverages. For temporary lodging uses, the outdoor drinking area may occupy a portion of a private sand beach affiliated with an accessory hotel or motel bar reserved for the exclusive use of overnight guests. An outdoor drinking area located above the first habitable floor of the structure to which it is accessory shall be classified as a roof drinking area. These areas shall be further classified within the district divisions of this code by whether they contain equipment, permanent or temporary, that is dedicated to the playing of amplified music and/or are permitted to host the playing of musical instruments.

[***]

Fast food restaurant. See "Eating and drinking establishment - Fast food restaurant" Restaurant with drive-through service."

[***]

Sec. 6.24. - Outdoor dining and outdoor drinking areas.

A full or limited service restaurant may establish an outdoor dining area and a bar/lounge may establish an outdoor drinking area pursuant to the requirements of this section or as outlined within each zoning district. If an outdoor drinking and/or dining area

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

is required to obtain conditional use approval as outlined in the zoning districts herein, it shall be pursuant to the review and approval procedures provided under Division 4 of this Code. If public consumption of alcohol is proposed to occur on any public street, sidewalk or private sand beach area in connection with the outdoor dining or outdoor drinking area, approval by the city commission is required pursuant to Chapter 6 of the City Code of Ordinances. Provided, however, that the regulations below shall not apply to outdoor dining or drinking approved in tandem with a City parklet program permit, nor shall specified regulations apply when temporarily waived by the City Commission while the City is under a state of emergency.

[***]

- (b) ~~Required Permit. A Conditional use permit application shall be made to the city.~~ All applicants for the establishment of an outdoor dining and/or drinking area associated with an eating and drinking establishment shall submit the following information to the City. If a conditional use permit is required for the establishment of the outdoor dining and/or drinking area as outlined in the district divisions herein, and for all new and expanded roof dining and/or drinking areas, a conditional use permit shall also be required in accordance with Division 4 of this Code. The permit application, in addition to the conditional use application requirements provided under Division 4 of this Code, shall specifically include the following information: The permit application shall include the following information:

[***]

- (6) For eating and drinking establishments providing for outdoor music, the following shall be provided:
- a. The product specifications of any permanent speakers, amplifiers and other support equipment to be installed outdoors.
 - b. An explanation of the hours of operation of the outdoor dining and/or drinking area, including any special provisions or intentions for live music.
 - c. A description of how music will be regulated in accordance with the City's noise ordinance as found in Chapter 46, Article IV of the Code of Ordinances.

[***]

Sec. 13.2. - Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the ROR Residential/Office/Retail District are as follows:

[***]

- (b) ~~Eating and drinking establishments—Sit-down restaurant only~~ Full-service restaurant, limited-service restaurant, or outdoor dining and/or drinking areas that do not provide for outdoor music, subject to section 6.24 of this Code as may be applicable.

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[***]

Sec. 13.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the ROR Residential/Office/Retail District are as follows:

[***]

- (g) Eating and drinking establishment—~~Bar/lounge (cocktail lounge, saloon); restaurant,~~ outdoor dining and/or drinking areas that provide for outdoor music, or roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable.

[***]

Sec. 14.2. - Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the RFM Resort Facilities Medium District are as follows:

[***]

- (d) Eating and drinking establishments—~~Bar/lounge (cocktail lounge, saloon), or sit-down full-service restaurant, limited-service restaurant, or outdoor dining and/or drinking areas that do not provide for outdoor music, subject to section 6.24 of this Code as may be applicable.~~

[***]

Sec. 14.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RFM Resort Facilities Medium District are as follows:

[***]

- (h) Eating and drinking establishment—~~fast food, beach bar, and outdoor restaurant dining and/or drinking areas that provide for outdoor music, or roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable.~~

[***]

Sec. 15.2. - Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CG-1 Commercial District are as follows:

[***]

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- (e) Eating and drinking establishments—~~Bar/lounge (cocktail lounge, saloon) and, sit-down full-service restaurant, limited-service restaurant, or outdoor dining and/or drinking areas that do not provide for outdoor music, subject to section 6.24 of this Code as may be applicable.~~

Sec. 15.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CG-1 Commercial District are as follows:

- (n) Eating and drinking establishment—~~fast food restaurant, nightclub, or outdoor restaurant dining and/or drinking areas that provide for outdoor music, or roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable.~~

Sec. 16.2. - Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CG-2 Commercial District are as follows:

- (b) Eating and drinking establishments, limited-service restaurant, or outdoor dining and/or drinking areas that do not provide for outdoor music, subject to Section 6.24 of this Code as may be applicable.

Sec. 16.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CG-2 Commercial District are as follows:

- (h) Eating and drinking establishments - Restaurant with drive-through service, take-out only restaurant, bar/lounge, outdoor dining and/or drinking areas that provide for outdoor music, or roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable.

Sec. 30.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the TC-1 Town Center Core District are as follows:

- (g) Eating and drinking establishments - full-service restaurant, limited-service restaurant, take-out only restaurant, bar/lounge, or outdoor dining and/or drinking

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areas that do not provide for outdoor music, subject to Section 6.24 of this Code as may be applicable.

[***]

Sec. 30.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-1 Town Center Core District are as follows:

[***]

(j) Outdoor dining and/or drinking areas that provide for outdoor music, or roof dining and/or drinking areas, subject to Section 6.24 of this Code as may be applicable.

[***]

Sec. 32.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CC1 Commercial Corridor Blind Pass Road are as follows.

[***]

(d) Eating and drinking establishments—with or without outdoor ~~seating~~dining and/or drinking areas that do not provide for outdoor music, subject to Section 6.24 of this Code as may be applicable;

[***]

Sec. 32.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC1 Commercial Corridor Blind Pass Road Districts are as follows:

[***]

(f) Outdoor dining and/or drinking areas that provide for outdoor music, roof dining and/or drinking areas, subject to Section 6.24 of this Code as may be applicable;

(fg) Parking lots, commercial and/or off-premises;

Sec. 33.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CC2 Commercial Corridor Gulf Blvd are as follows:

[***]

- (b) Eating and drinking establishments with or without outdoor ~~seating~~dining and/or drinking areas that do not provide for outdoor music, subject to Section 6.24 of this Code as may be applicable;

[***]

Sec. 33.4. - Conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC2 Commercial Corridor Gulf Boulevard District are as follows:

[***]

- (g) Outdoor dining and/or drinking areas that provide for outdoor music, roof dining and/or drinking areas, subject to Section 6.24 of this Code as may be applicable.

Sec. 34.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the DCR Downtown Core Residential District are as follows:

Eating and drinking establishments, full-service restaurant, limited-service restaurant, bar/lounge, outdoor dining and/or drinking areas that may provide for outdoor music, or roof dining and/or drinking areas, subject to Section 6.24 of this Code as may be applicable.

Sec. 35.3. - Permitted principal and secondary uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the LR District are as follows:

[***]

- (b) *Primary uses requiring conditional use approval.* Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable primary uses requiring conditional use approval in the LR District are as follows:

[***]

- (2) Eating and drinking establishments, full-service restaurant~~-only~~, outdoor dining and/or drinking areas that may provide for outdoor music, roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable.

[***]

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- (c) *Secondary uses* . Secondary commercial uses may be developed as an additional nonresidential use bonus floor area that is not located within the principal building, provided that the secondary commercial development is constructed with a minimum of 200 temporary lodging units. Secondary commercial uses located within one-hundred and fifty (150) feet of the westerly right-of-way line of Gulf Boulevard may be under separate ownership from the primary use when approved by the city as part of an overall site plan incorporating the primary and secondary uses as an integrated project. Secondary commercial uses include:

[***]

- (2) Eating and drinking establishments, full-service restaurant, limited-service restaurant, bar/lounge, outdoor dining and/or drinking areas that do not provide for outdoor music, subject to section 6.24 of this Code as may be applicable;

[***]

- (d) *Secondary uses requiring conditional use approval*. Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable secondary uses requiring conditional use approval in the LR District are as follows.

[***]

- (3) Eating and drinking establishment - ~~take-out restaurant-only~~, outdoor dining and/or drinking areas that provide for outdoor music except as permitted under Section 35.4(b), roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable;

[***]

Sec. 35.4. - Permitted accessory uses and structures.

[***]

- (b) A temporary lodging use may include accessory uses such as management office space, housekeeping facilities, security and maintenance areas, recreational facilities, restaurants, bars, and other eating and drinking establishments, guest office centers, concierge services, personal service uses, retail uses, meeting rooms and conference areas, fitness centers, spa facilities, parking structures, and other uses commonly associated with temporary lodging uses, subject to the intensity limits established in section 35.7(d)(2). New outdoor dining and/or drinking areas associated with accessory restaurants and bars shall be permitted to provide for outdoor music, provided that the area meets all of the yard requirements for the property and the property does not abut a single- or two-family residential development or a residential development outside of the Community Redevelopment District, in which case any new outdoor dining and/or drinking area shall require a conditional use permit subject to Division 4 of this Code. Any new or expanded roof dining and/or drinking area shall also require a conditional use permit subject to Division 4 of this Code.

[***]

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

Sec. 37.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows.

[***]

- (d) Eating and drinking establishments - full-service restaurant, limited-service restaurant, bar/lounge, outdoor dining and/or drinking areas that do not provide for outdoor music, subject to Section 6.24 of this Code as may be applicable;

[***]

Sec. 37.5. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows:

[***]

- (e) Eating and drinking establishment—Take-out only restaurant, outdoor dining and/or drinking areas that provide for outdoor music, roof dining and/or drinking areas, subject to Section 6.24 of this Code as may be applicable.

[***]

Sec. 38.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the AC Activity Center District are as follows.

[***]

- (i) Eating and drinking establishments ~~without outdoor seating~~ with or without outdoor dining and/or drinking areas that do not provide for outdoor music, subject to section 6.24 of this Code as may be applicable;

[***]

Sec. 38.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the AC Activity Center District are as follows:

[***]

- (f) Eating and drinking establishments ~~with outdoor seating~~ with outdoor dining and/or drinking areas that provide for outdoor music, roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable;

[***]

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

Sec. 39.6. - Temporary lodging use operational and occupancy restrictions, limitations and prohibitions.

To ensure that temporary lodging use development authorized and approved within the Community Redevelopment District are built, function, operate, and are occupied exclusively as temporary lodging and adhere to mandatory closure and evacuation procedures, the following restrictions shall apply to temporary lodging use:

[***]

- (f) A temporary lodging use may include accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures, affordable housing or other workforce living accommodations, and other uses commonly associated with temporary lodging uses. New outdoor dining and/or drinking areas associated with accessory restaurants and bars shall be permitted to provide for outdoor music, provided that the area meets all of the yard requirements for the property and the property does not abut a single- or two-family residential development or a residential development outside of the Community Redevelopment District, in which case any new outdoor dining and/or drinking area shall require a conditional use permit subject to Division 4 of this Code. Any new or expanded roof dining and/or drinking area shall also require a conditional use permit subject to Division 4 of this Code.

[***]

Sec. 40.4. – Permitted Allowable conditional uses and structures:

The purpose of this section is to allow for single family and two-family residential uses and structures for only saving and/or moving locally designated historic structures, as well as address rooftop uses. In no case shall a new construction single family home be allowed in the 8th Avenue CRD.

[***]

- (b) Roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable;

Sec. 42.2. - Permitted primary and secondary uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted primary and secondary uses and structures in the Bayou Residential District are as follows:

[***]

Secondary Uses:

- (a) Commercial uses as a mixed-use component with multi-family residential. Eating and drinking establishments may include outdoor dining and/or drinking areas provided they do not provide for outdoor music, subject to section 6.24 of this Code as may be applicable.

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Sec. 42.4. - Allowable conditional uses.

[***]

- (h) Outdoor dining and/or drinking areas that provide for outdoor music, or roof dining and/or drinking areas, except as permitted in section 39.6(f) of this Code, subject to section 6.24 of this Code as may be applicable.

Sec. 46.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this code, permitted uses and structures in the B/HC Boutique Hotel/Condo District are as follows.

[***]

- (c) Non-residential uses that are accessory and subordinate to transient accommodation uses, such as recreational facilities, restaurants and bars, personal service uses, retail uses, meeting spaces/conference rooms, fitness centers, and spa facilities. New outdoor dining and/or drinking areas associated with accessory restaurants and bars shall be permitted to provide for outdoor music, provided that the area meets all of the yard requirements for the property and the property does not abut a single- or two-family residential development or a residential development outside of the Community Redevelopment District, in which case any new outdoor dining and/or drinking area shall require a conditional use permit subject to Division 4 of this Code. Any new or expanded roof dining or drinking area shall also require a conditional use permit subject to Division 4 of this Code.

Sec. 46.4. - Allowable conditional uses.

- (a) Eating and drinking establishments - full-service restaurant, limited service restaurant, take-out only restaurant, bar/lounge, outdoor dining and/or drinking areas that may provide for outdoor music except as otherwise permitted under Section 46.2(c), roof dining and/or drinking areas, subject to section 6.24 of this Code as may be applicable;

[***]

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.

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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.

PUBLISHED: 10/28/2020
FIRST READING: 11/10/2020
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, Mayor

I, Amber LaRowe, 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 _____, 2020.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

RESOLUTION 2020-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING AND CONFIRMING THE DECLARATION PROCLAIMING A STATE OF LOCAL EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19).

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") allowing in part for the suspension of formalities and procedures of political subdivisions of the state articulated under Chapter 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by Mayor Alan Johnson on March 16, 2020, and thereafter has been renewed in seven (7) day increments in accordance with state law (Exhibit "A"); and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, the City Commission desires to renew its confirmation of the Mayor's proclamation dated October 27, 2020 (Exhibit "B") declaring a state of local emergency, which shall remain in effect for seven (7) days from the date of the proclamation; and

WHEREAS, the City Commission desires to authorize the City Manager, through this resolution confirming the Mayor's renewed proclamation, to take any and all legal, appropriate and reasonable measures, described in more detail below, to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals and attached exhibits are true and correct and are incorporated herein by reference.

Section Two: COVID-19 poses a serious threat to the residents of the City of St. Pete Beach and the Mayor's renewed proclamation declaring a State of Local Emergency executed on November 10, 2020 is necessary and is hereby confirmed and shall be in effect for all territory within the corporate boundaries of the City of St. Pete Beach for seven (7) days in accordance with state law and the City's code of ordinances.

Section Three: The City Commission authorizes the City Manager of the City of St. Pete Beach to take any and all legal, appropriate and reasonable measures ("Emergency Measures") to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19, including but not limited to the actions listed in

- a) Sec. 34-38, St. Pete Beach Code of Ordinance;
- b) 252.38, Florida Statute; and
- c) Resolution 2020-13, as amended.

Section Four: Such Emergency Measures entrusted to the City Manager include the duties and responsibilities required of him by the City's charter, code, and other laws, policies, rules, and regulations.

BE IT FURTHER RESOLVED THAT the enforcement of the provisions of this Resolution and the associated proclamation shall be in effect until terminated or expiration in accordance with State law.

Passed this 10th day of November 2020 by the City Commission of the City of St. Pete Beach, Florida.

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**RENEWED PROCLAMATION
DECLARING STATE OF LOCAL EMERGENCY
November 10, 2020**

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") allowing in part for the suspension of formalities and procedures of political subdivisions of the state articulated under section 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by the undersigned on March 16, 2020, was confirmed by the City Commission by Resolution Number 2020-07, and successively renewed as the State of Local Emergency every seven (7) days thereafter, and is in effect for seven (7) days in accordance with state law; and

WHEREAS, even though both the Governor of the State of Florida and the Pinellas Board of County Commissioners have issued orders and initiated Phase Two of a gradual reopening for normal activities; there remains a necessity for emergency directives in the city; and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, I desire to renew the proclamation declaring a state of local emergency, which shall be submitted to the City Commission for confirmation.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, Florida do hereby proclaim a State of Local Emergency shall be declared, effective immediately, for all territory within the corporate boundaries of the City of St. Pete Beach.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Chapter 252.38(2), Florida Statutes.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of emergency ordinances, actions, policies, rules and procedures, pursuant to the City Code of Ordinances, Article II, Emergency Management, shall be in effect until the termination of the local State of Emergency or seven (7) calendar days from the date of this proclamation, whichever comes first. The City Manager is hereby ordered to take whatever lawful and prudent actions necessary to protect the health, safety, and welfare of the community, including but not limited to the actions listed in Sec. 34-38, St. Pete Beach Code of Ordinance, Sec. 252.38, Florida Statutes, and any other actions later expressed by the City Commission by resolution confirming this proclamation.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of The City of St. Pete Beach, Florida to be affixed this 10th day of November 2020.

Alan Johnson, Mayor