



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, December 1, 2020
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Presentations**
 - a. Proclamation: American Legion Auxiliary Centennial Proclamation
Accepting: Vanda Gimpel, Unit 305 President and Rhonda Brailey-Maurer, Unit 305
Legislative Chairman
2. **Changes to the Agenda**
3. **Audience Comments - Comments shall be limited to 3 minutes per person**
4. **Consent**
 - a. **November 10, 2020 Commission Minutes**
 - b. **Gilliam Concrete Brick & Mortar Unit Price Contract**
 - c. **Pass-a-Grille Seawall Design Replacement Task Order**
 - d. **Decorative Street Sign Unit Price Agreement**
 - e. **Re-Appointment of Roger Dunn and Richard German to the Police Pension Board**
5. **Action Items**
 - a. **August 5, 2014 Budget Workshop Minutes**

The City Clerk has been reviewing agenda and minute files in the City. The August 5, 2014 Commission Budget Workshop did not include approved minutes; therefore, the minutes from that meeting have been completed and are attached for approval.

Action Request: Motion to approve the August 5, 2014 City Commission

Budget Workshop Minutes.

b. Pass-a-Grille Way Light Replacement

Request approval of the removal of the white LED lights and Acorn fixtures on Pass-a-Grille Way from 1st Avenue to 12th Avenue and replace them with Sea Turtle approved amber LED lights with the Sanibel fixture.

Action Request: Motion to approve the removal of the white LED lights and Acorn fixtures on Pass-a-Grille Way from 1st Avenue to 12th Avenue and replace them with Sea Turtle approved amber LED lights with the Sanibel fixture.

c. Authorization to enter into an Agreement with Florida Blue for Group Health Insurance

Staff has reviewed and evaluated alternative options with the help of the City's health insurance broker and consultant. After review of the options, the recommended course of action is to accept the balance-funded plan from Florida Blue.

Action Request: Motion to authorize the City Manager to enter into an agreement with Florida Blue for group health insurance.

6. Ordinances

a. Public Hearing 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.

Open the public hearing. Close the public hearing after comments.

Action Request: Motion to adopt Ordinance 2020-24.

b. Public Hearing Ordinance 2020-25 General Employees' Pension

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE II, GENERAL EMPLOYEES' RETIREMENT SYSTEM, DIVISION 1, GENERALLY, OF THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH, AMENDING SECTION 66-27, MEMBERSHIP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Open the public hearing. Close the public hearing after comments.

Action Request: Motion to adopt Ordinance 2020-25.

c. First Read Ordinance 2020-26 Towing and Impoundment

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 82 – TRAFFIC AND VEHICLES, ARTICLE IV – IMPOUNDMENT OF CERTAIN VEHICLES, AMENDING SECTION 82-275 – SALE OF IMPOUNDED VEHICLES; SECTIONS 82-272 – 82-300 - RESERVED; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2020-26.

7. Resolutions

a. Resolution 2020-59 Engineering and Consulting Services Contracts

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH SELECTED FIRMS FOR ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH SELECTED FIRMS FOR ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2020-59.

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.**

DRAFT
City Commission Meeting
November 10, 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

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Parks and Recreation Director
Wesley Wright, Community Development Director

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

1. PRESENTATIONS

- Hunter Miller, Ocean Gulf Coast Campaign Organizer and Carrie Ruckdeschel, Suncoast Rise Above Plastics Co-Chair gave a presentation to the City Commission on plastic pollution and how it affects the beaches. Their presentation identified ways that municipalities in Florida have taken an active role to combat this issue. Various approaches for the City to take were discussed. Commission would like staff to work on researching and implementing an ordinance(s) that can help with this cause. A copy of the presentation is made a part of the minutes.

2. CHANGES TO THE AGENDA

Attorney Dickman asked for an item 5.d. to be added to discuss special counsel to assist with underground utilities.

3. AUDIENCE COMMENTS

No comments.

4. CONSENT

- a. October 27, 2020 Minutes
- b. Toasted Monkey Street Closures
- c. Authorization of Expenditures

Motion: **Commissioner Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to approve the Consent Agenda as presented by the City Manager.**

5. ACTION ITEMS

- a. Proposed 2021 City Commission Meeting Schedule

Mrs. LaRowe confirmed that the schedule for 2021 follows the second and fourth Tuesday of each month except for November and December where it varies due to the holidays.

Motion: Commissioner Pletcher moved, Commissioner Friszolowski seconded, and the motion carried 5-0 to approve the 2021 City Commission meeting schedule as proposed.

b. Variance Request Residential Dock and Boat Lift

Wesley Wright, Community Development Director, informed the Commission that the applicant submitted a dock permit application and variance request form for the installation of a residential dock with one boat lift in September for 4565 Plaza Way. The applicant also received a “no objection” statement from the abutting property owner to the south side. The 46th Avenue Bridge to Boca Ciega Isle is located to the subject property’s north and is owned by the City.

He described the City’s regulation for residential docks. The proposed dock will be 62 feet in length from the seawall, this is approximately 8 feet longer than the City’s regulation. This variation can take place provided that the “no objection” statement is signed by abutting property owners. Staff is in agreement and recommends approval.

Commissioner Friszolowski stated that he met with the property owner and visited the site. The property owner wishes to extend the dock further due to seagrasses and depth.

Motion: Commissioner Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 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.

c. Hurley Park LED Lighting

City Manager Rey stated that this request is for LED lighting at Hurley Park for the tennis and basketball courts. He stated that the lights are on a timer and turned off by 10:00 p.m. If no one is at the park, they are not utilized; guests can turn the lights on as needed.

Discussion ensued regarding the dog park at Hurley Park opening today. Jennifer McMahon, Parks and Recreation Director, discussed the opening of the Park. Concerns were expressed about over utilization by non-residents. Various options for reducing that issue were discussed to include the purchase of an access card for a nominal fee for residents only. Nothing was officially decided upon at this time; staff was directed to monitor the usage of the Park.

Motion: Commissioner Pletcher moved, Vice Mayor Izzo seconded, and the motion carried 5-0 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.

d. Underground Special Counsel (*added to the Agenda*)

Attorney Dickman stated that the Code of Ordinances allows for the City Attorney to ask for authorization to retain special counsel for identified issues. He would like authorization to retain a utility and energy expert to help with the utilities undergrounding project. The cost should be less than \$10,000.

Mr. Rey met with Duke Energy and Cribb Philbeck Weaver Group (CPWG) last week and discussed the agreement that identifies who does what in regard to this project. Duke will be doing electrical assistance with the purchase, installation and removal of equipment. The special counsel will assist the City with the details of their responsibility for this project. Mr. Rey said that a bid will be issued sometime late December/early January for this project with construction to be sometime in March.

Motion: Commissioner Pletcher moved, Vice Mayor Izzo seconded, and the motion carried 5-0 to authorize the retention of special counsel to assist with the undergrounding utilities project.

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.

Mr. Wright gave a presentation to the Commission. The proposed changes include:

- Definition for roof dining or drinking area
- Amend definitions for outdoor dining and outdoor drinking

- Make on-site (private property) outdoor seating without music a permitted use in all districts that permit restaurants
- Make on-site (private property) outdoor seating with music or roof dining/drinking areas as a conditional use.

A copy of the presentation is made a part of the minutes.

Mr. Wright noted that the Planning Board met and discussed this Ordinance and recommended approval of the first reading to the City Commission.

Motion: **Commissioner Graus moved, Mayor Johnson seconded, and the motion carried 5-0 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).

Motion: **Vice Mayor Izzo moved, Commissioner Graus seconded, and the motion carried 5-0 to adopt Resolution 2020-57.**

8. Items for Discussion

No items for discussion.

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

Mrs. LaRowe, City Clerk—informed the Commission that the annual Angel Tree Cards are located in the City Clerk's Office on the bulletin board. If you take one, please let Miss Wilson or another staff member know so we can keep an accurate log.

Attorney Dickman, City Attorney—discussed block M and N of the Don CeSar neighborhood. He stated that a one-page letter with a map will be mailed out to residents of the subdivision to inform them of some issues that the associations would like to manage. He has included his email along with the City Clerk's so that feedback can be received. A community meeting will probably occur sometime early next year; he will email a copy to the Commission.

Commissioner Pletcher—discussed the docks at the Busch Estate and questioned if there has been any progress. Attorney Dickman went out to the property today and can see the large boat that protrudes into the City's waterway. He has called and spoken to the Estate Attorney who will be looking into it.

She commented on the dog park that opened today and is excited to have that available to the residents.

Commissioner Pletcher discussed the Special Magistrate Hearings and the large docket. She enquired if it would be better to have more than one special magistrate because of the cases that are occurring. Attorney Dickman

said it is not unreasonable to have another magistrate for specific types of cases. He can put out a letter to see if there are any attorneys that would be available to assist. Discussion ensued and it was decided that Attorney Dickman should proceed with finding another attorney to help with the case load.

Commissioner Friszolowski—discussed Hurricane ETA new track; he stated that it now appears to be coming up the coastline.

Vice Mayor Izzo—if the storm does come up the coast, he wanted to ensure that staff will pick up all detour signs that are in the City.

Mayor Johnson—discussed Envoy Point Park. Residents are asking for some motion censored lighting to assist with late night loitering.

He mentioned that residents have been complaining of people running stop signs in Boca Ciega Isle and have discussed proposed speed bumps to slow traffic down. Mr. Rey addressed this topic, stating that information is scheduled to be presented to the Commission on traffic calming devices and standards in the City on December 8th; he would like to develop consistency.

Mayor Johnson stated he will be attending the first in person Bicycle and Pedestrian Safety Committee meeting on Monday since COVID-19.

He wished Commissioner Friszolowski a Happy Birthday on Monday.

Mayor Johnson adjourned the meeting at 7:54 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

St. Pete Beach City Commission Agenda Report

Issue Considered: Gilliam Concrete Brick & Mortar Unit Price Contract

Date: December 1, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City received one sealed bid with unit prices including sidewalk, concrete apron and curb replacement on October 30, 2020. This type of purchasing agreement allows the City to quickly address needed concrete repairs at the lowest possible cost. After a review of the bid package submitted and the resultant bid tabulation, Gilliam Construction, LLC's bid was determined to meet the City's requirements. Staff is requesting approval of the unit price bid proposal from Gilliam Construction, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the annually approved Concrete, Brick and Masonry budget for three years from contract execution, including three additional one-year extensions thereafter.

Request approval of the unit price bid proposal from Gilliam Construction, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the annually approved Concrete, Brick and Masonry budget for three years from contract execution, including three additional one-year extensions thereafter.

Funding: Streets Maintenance - R&M Other 001-6103-541-5469

Requested Motion: I move to approve the unit price bid proposal from Gilliam Construction, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the annually approved Concrete, Brick and Masonry budget for three years from contract execution, including three additional one-year extensions thereafter.

Attachments:

1. Gilliam Agreement-Draft
2. Gilliam Bid
3. Bid Tabulation Concrete & Mortar

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

Gilliam Construction LLC

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

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility, the Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Membership Agreement.
 - b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Membership Agreement to use the E-Verify system for any employees they may hire during the term of this Membership Agreement; (ii) Subcontractors shall provide Contractor

with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Membership Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Membership Agreement, and the City may choose to terminate the Membership Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

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

5. Vendor shall deliver the goods, or provide the services, described herein for final inspection within 3 years from contract execution ("completion date"). With the option to renew for additional 3 1-year periods.

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

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

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

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

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

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

12. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

13. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

14. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

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

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

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

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

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

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

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

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

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

As to Vendor:

Gilliam Construction LLC
Attn.: LaTora Gilliam Mullinex
2315 17th Street E
Palmetto, FL 34221

As to City:

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

Gilliam Construction LLC

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in concrete, brick and mortar repair and replacement.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Concrete, Brick and Mortar Repair & Replacement"** in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

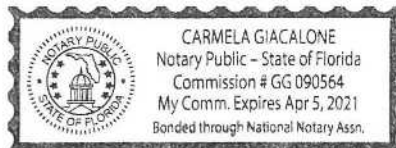
The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach **"Concrete, Brick and Mortar Repair & Replacement"**.

COMPANY: Gilliam Construction LLC DATE: October 28, 2020
ADDRESS: 2315 17th St E. Palmetto PHONE: (941) 723-1000
BIDDER: [Signature] NAME: Laura Gilliam Mullinex / Managing Member
(SIGNATURE) (PRINT NAME & TITLE)
STATE OF FLORIDA
COUNTY OF manatee

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of Oct 2020, by Laura Gilliam Mullinex, 2020, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)



[Signature]
Notary Public – State of Florida
Carmela Giacalone
(Print, Type, Stamp, or Commissioned Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. BID SCHEDULE

Concrete, Brick and Mortar Repair & Replacement

Provide unit prices to provide all labor, materials (except where noted), and equipment as described in this Request for Bids and as attached. The City of St. Pete Beach has the sole authority to select the bid which is in the best interest of the City. Only one award shall be made.

BID SCHEDULE - UNIT PRICES

Weighted Section A: (35%)

Sidewalk – 4" thick	\$ <u>10.05</u> /SQFT
Sidewalk – 6" thick	\$ <u>12.15</u> /SQFT
Concrete Pavement – 6" thick	\$ <u>14.70</u> /SQFT
Stamped Sidewalk – 4" thick	\$ <u>26.50</u> /SQFT
Stamped Sidewalk – 6" thick	\$ <u>28.50</u> /SQFT
Salt Finish Sidewalk – 4" thick	\$ <u>15.73</u> /SQFT

Weighted Section B: (10%)

Install Historic Brick Pavers-Labor only	\$ <u>10.38</u> /SQFT
Install Historic Hexagonal Pavers-Labor only	\$ <u>10.38</u> /SQFT
Install Pavers-Labor only	\$ <u>10.38</u> /SQFT

Weighted Section C: (25%)

Concrete Apron – 6" thick	\$ <u>12.50</u> /SQFT
Miami Curb	\$ <u>30.00</u> /LNFT
Intersection Valley Curb	\$ <u>48.00</u> /LNFT
D Curb	\$ <u>35.00</u> /LNFT
F Curb	\$ <u>37.00</u> /LNFT
Header Curb	\$ <u>31.00</u> /LNFT

Weighted Section D: (10%)

ADA Sidewalk/Curb Ramp w/ Truncated Dome – 4' Sidewalk	\$ <u>1104</u> /EA
ADA Sidewalk/Curb Ramp w/ Truncated Dome – 6' Sidewalk	\$ <u>1272</u> /EA

Weighted Section E: (10%)

Concrete Patch/Pad – 3,500 PSI	\$ <u>52.50</u> /SQYD
Concrete Patch/Pad – 5,000 PSI	\$ <u>60.50</u> /SQYD

Weighted Section F: (10%)

Material Surcharge	<u>10</u> /%
--------------------	--------------

Unweighted Line Items

Sod Replacement - Bahia:	\$ <u>.80</u> /SQFT
Sod Replacement - St. Augustine:	\$ <u>1.50</u> /SQFT
Add Rebar Reinforcing to Curb	\$ <u>5.00</u> /LNFT
Add Fiber Reinforcing to Concrete	\$ <u>7.00</u> /CUYD

Use of Georgia Buggy	\$ <u>120.00</u> /HR
Use of Line Pump	\$ <u>150.00</u> /HR
Import, Place, and Compact Clean Fill	\$ <u>105.00</u> /CUYD
FDOT Rail – FDOT Index 870 – 2 line rail	\$ <u>90.00</u> /LNFT
FDOT Rail – FDOT Index 862 – Picket Infill	\$ <u>110.00</u> /LNFT
Storm Water Inlet Top with Manhole	\$ <u>2,100.00</u> EA
Dump Truck – Additional Hauling	\$ <u>185.00</u> /HR
Mobilization Costs for Purchase Orders under \$10,000	\$ <u>1,500</u> /Per Project

Note: Unit price for paver installation does not include material cost.

EVALUATION CRITERIA:

Each weighted section (e.g. A, B, C) will be evaluated independently. The bid will be awarded to the bidder with the best (lowest) weighted score. A sample weighted scale is provided below, the bid would be awarded to vendor B.

		Ranked				Weighted		
		Vendor A	Vendor B	Vendor C		Vendor A	Vendor B	Vendor C
A	35%	1	2	3		0.35	0.7	1.05
B	10%	3	2	1		0.3	0.2	0.1
C	25%	2	1	3		0.5	0.25	0.75
D	10%	1	2	3		0.1	0.2	0.3
E	10%	3	1	2		0.3	0.1	0.2
F	10%	2	1	3		0.2	0.1	0.3
						1.75	1.55	2.7



Gilliam Construction References

1. Project Location: City of Sarasota ADA Ramps Improvements
Name of Contact Person: Bob Heggan Telephone #: (941) 263- 6137
Email: Robert.heggan@sarasotafl.gov
Project Description: Removed, replaced, and installed concrete sidewalks, driveways, aprons, and curbs. Installed ADA sidewalk, curb ramp with truncated dome. Hauled, installed, and compact fill dirt. Installed Bahia sod.

2. Project Location: FDOT District 7 E7M63-RO
Name of Contact Person: Doris Arguelles Telephone #: (813) 612-3220
Email: Doris.arguelles@dot.state.fl.us
Project Description: Removed, replaced, installed mitered ends, truncated dome, sidewalks, driveways, aprons, and curbs per FDOT standards.

3. Project Location: Manatee County 26th St. E. Sidewalk Project
Name of Contact Person: Tony Russo Telephone #: (813) 434- 5350
Email: Anthony.russo@mymanatee.org
Project Description: Removed, replaced, and installed concrete sidewalks, driveways, aprons, curbs and culvert pipe. Installed ADA sidewalk, curb ramp with truncated dome. Hauled, installed, and compact fill dirt. Installed Bahia sod. Installed conflict storm boxes w/flume inlet. Installed pedestrian/bicycle rails.

4. Project Location: Bay Village of Sarasota
Name of Contact Person: Jill Dallmann Telephone #: (941) 861-0951
Email: jdallman@scgov.net
Project Description: Removed, replaced, and installed concrete sidewalks, driveways, aprons, and curbs. Furnish and installed pipe bollards. Hauled, installed, and compact fill dirt. Installed Bahia sod and pavers.



Gilliam Construction Capability Statement

DIFFERENTIATOR'S

- Florida State Licensed
- Woman and Minority Business Enterprise
- Disadvantage Business Enterprise
- Reliable and Quality of work
- Three Volumetric Concrete Trucks
- Combine Experience Over 20 years

NAICS:

- 23622 Commercial and Institutional Building Construction
- 238110 Poured Concrete Foundation and Structure Contractors
- 238160 Roofing Contractors
- 238190 Site Preparation Contractors
- 238990 All other Specialty Trade Contractor
- Dun 079308853
- Cage 757X9

GILLIAM CONSTRUCTION

Gilliam Construction LLC is a certified Woman and Minority owned business, as well as a Disadvantage Business Enterprise (DBE). We are Florida license Contractors in three areas within the construction industry (General, Roofing, Underground Utilities). We specialize in concrete construction and concrete materials. We own three volumetric concrete trucks, which allows Gilliam Construction more flexibility. We provide services from Hillsborough County to Charlotte County Florida. Our primary customers are government, municipal, and commercial.

CORE COMPETENCIES

- General Construction
- Roofing
- Underground Utilities
- Demolition
- Concrete Materials – 3000 psi, 4000 psi, 5000 psi
- Concrete
 - Commercial Slabs
 - Sidewalks and Driveways
 - Box Culverts
 - Spillways
 - Curb and Gutters
 - Footers
 - Stem Walls and Columns
 - Valley Gutters
 - ADA Ramps

PAST PERFORMANCE

City of Sarasota, FL	\$497,000
Gilliam Construction served as the prime GC responsible for intersection improvements and ADA accessible ramps	
FDOT District 7	\$250,000
Gilliam Construction served as the prime contractor responsible for Concrete improvements and repairs throughout the district	
Manatee County Transit (MCAT)	\$500,000
Gilliam Construction served as the prime GC responsible for installing Bus landing pads and walkways.	
Manatee County 26 th St Project	\$250,000
Gilliam Construction served as the prime GC responsible for installing Sidewalks, driveways, curbs, ADA ramps and underground utilities.	

Gilliam Construction LLC
2315 17th Street East Palmetto, FL 34221

Phone: (941) 723-1000

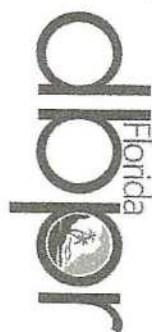
Fax: (941) 723-1001

Website: gcgilliamconstruction.com



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLINEX, LATORA GILLIAM

GILLIAM CONSTRUCTION LLC.
2315 17TH STREET E
PALMETTO FL 34221

LICENSE NUMBER: CGC1524793

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLINEX, CHRISTOPHER E SR

GILLIAM CONSTRUCTION LLC.
2315 17TH STREET E
PALMETTO FL 34221

LICENSE NUMBER: CGC1522107

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GARDAVILS INSURANCE SERVICES, INC. 6012 36TH AVENUE CIRCLE WEST BRADENTON, FL 34209	CONTACT NAME: GREG SUTTON PHONE (A/C, No, Ext): 941-812-2572 FAX (A/C, No): E-MAIL ADDRESS: GARDAVILSINSURANCE@TAMPABAY.RR.COM																					
INSURED GILLIAM CONSTRUCTION LLC 1712 B 28TH STREET COURT EAST PALMETTO, FL 34221	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>CRUM AND FORSTER SPECIALTY INS</td><td>10729</td></tr><tr><td>INSURER B:</td><td>NATIONAL UNION FIRE INSURANCE CO.</td><td>19445</td></tr><tr><td>INSURER C:</td><td>AGCS MARINE INSURANCE COMPANY</td><td>22837</td></tr><tr><td>INSURER D:</td><td>LLOYDS OF LONDON</td><td>85202</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	CRUM AND FORSTER SPECIALTY INS	10729	INSURER B:	NATIONAL UNION FIRE INSURANCE CO.	19445	INSURER C:	AGCS MARINE INSURANCE COMPANY	22837	INSURER D:	LLOYDS OF LONDON	85202	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	CRUM AND FORSTER SPECIALTY INS	10729																				
INSURER B:	NATIONAL UNION FIRE INSURANCE CO.	19445																				
INSURER C:	AGCS MARINE INSURANCE COMPANY	22837																				
INSURER D:	LLOYDS OF LONDON	85202																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOG		BAK-24858-4	03-14-2020	03-14-2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE		EBY016392947	03/14/2020	03/14/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N ☐ N/A					WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	BUILDERS RISK		MXI930798242766	6/12/2020	6/12/2021	\$300,000	
D	PROFESSIONAL LIABILITY		KAE 000-0149	4/02/2020	4/02/2021	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GENERAL CONTRACTOR AND CONCRETE WORK

CERTIFICATE HOLDERCity of St.Pete Beach
155 Corey Ave
St. Pete Beach, FL 33706**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Verified by PDFfiller



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. ID:(Lightsource) c/o Lightsource PEO LLC 2822 Commerce Park Drive, Suite 400 Orlando, FL 32819	CONTACT NAME: Arturo Cardenas	FAX (A/C, No): 877-758-6522	
	PHONE (A/C, No, Ext): 877-257-6662	E-MAIL ADDRESS: arturo.cardenas@lightsourceehr.com	
INSURED Lightsource PEO, LLC 2822 Commerce Park Drive Suite 400 Orlando FL 32819	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Wisconsin Insurance Company		29157
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 58340575**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC552-00001-020-SZ	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Gilliam Construction LLC
Client Effective: 1/1/2020

CERTIFICATE HOLDER

City of St. Pete Beach
155 Corey Ave
St. Pete Beach FL 33706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anderson Insurance 810 8th Ave W Palmetto FL 34221		CONTACT NAME: Shannon Dosher PHONE (A/C, No, Ext): (941) 729-7355 FAX (A/C, No): E-MAIL ADDRESS: Shannon@andersoninsgroup.com	
INSURED Gilliam Construction 1712 28th ST Ct E Palmetto FL 34221		INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: AllState Commercial Auto INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19232	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
x	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	y	648818277 00	05/30/2020	05/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ incl \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A y				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of St Pete Beach 155 Corey Ave St Pete Beach FL 33706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Andrea King
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: Latoria Gilliam Mullinex, Managing Member
(Print individual's name and title)

for: Gilliam Construction LLC
(Print name of entity submitting sworn statement)

at: 2315 17th St. E. Palmetto, FL 34221
(Business address)

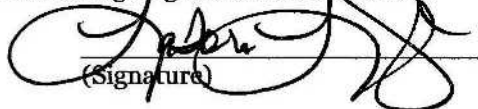
and (if applicable), its Federal Employer Identification Number (FEIN):

40-4098717
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:


(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- A predecessor or successor of a person convicted of a public entity crime or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public

crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

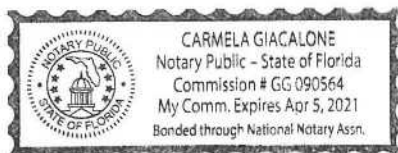
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA

COUNTY OF manatee

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of October, 2020, by Gillian Muller, who is personally known to me or has produced _____ as identification.

(SEAL)



Carmela Giacalone
Notary Public – State of Florida

Carmela Giacalone
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

VII. NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Manatee

I state that I Latora Gilliam Mullinix, Manager of Gilliam Construction LLC
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. Gilliam Construction LLC its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

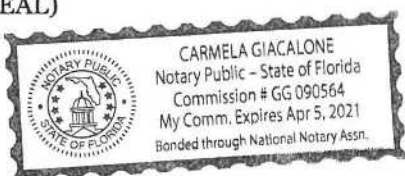
Name of Organization: Gilliam Construction LLC

Signed By: [Signature]

Print Name: Latora Gilliam Mullinix

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of Oct 2020, by Latora Gilliam Mullinix, who is personally known to me or has produced _____ as identification.

(SEAL)



[Signature]
Notary Public - State of Florida

Carmela Giacalone
(Print, Type, Stamp, or Commissioned Name of Notary Public)

Bid Results - Concrete, Brick and Mortar Repair & Replacement

	Gilliam Construction, LLC	<i>Unit</i>
4" Sidewalk Replacement	\$ 10.05	/SQFT
6" Sidewalk Replacement	\$ 12.15	/SQFT
Concrete Pavement – 6"	\$ 14.70	/SQFT
Stamped Sidewalk – 4"	\$ 26.50	/SQFT
Stamped Sidewalk – 6"	\$ 28.50	/SQFT
Salt Finish Sidewalk – 4"	\$ 15.73	/SQFT
Install Historic Brick Pavers-Labor Only	\$ 10.38	/SQYD
Install Historic Hexagonal Pavers-Labor Only	\$ 10.38	/SQYD
Install Brick Pavers	\$ 10.38	/SQYD
Concrete Apron – 6" thick	\$ 12.50	/SQFT
Miami Curb	\$ 30.00	/LNFT
Intersection Valley Curb	\$ 48.00	/LNFT
D Curb	\$ 35.00	/LNFT
F Curb	\$ 37.00	/LNFT
Header Curb	\$ 31.00	/LNFT
ADA Sidewalk/Curb Ramp w/ Truncated Dome – 4' Sidewalk	\$ 1,104.00	/EA
ADA Sidewalk/Curb Ramp w/ Truncated Dome – 6' Sidewalk	\$ 1,272.00	/EA
Concrete Patch/Pad – 3,500 PSI	\$ 52.50	/SQYD
Concrete Patch/Pad – 5,000 PSI	\$ 60.50	/SQYD
Sod Replacement - Bahia:	\$ 0.80	/SQFT
Sod Replacement - St. Augustine:	\$ 1.50	/SQFT
Add Rebar Reinforcing to Curb	\$ 5.00	/LNFT
Add Fiber Reinforcing to Concrete	\$ 7.00	/LNFT
Use of Georgia Buggy	\$ 120.00	/HR
Use of Line Pump	\$ 150.00	/HR
Import, Place, and Compact Clean Fill	\$ 65.00	/CUYD
FDOT Rail – FDOT Index 870 – 2 line rail	\$ 90.00	/LNFT
FDOT Rail – FDOT Index 862 – Picket Infill	\$ 110.00	/LNFT
Storm Water Inlet Top – 4' x 4' x 4"	\$ 2,100.00	/EA
Dump Truck – Additional Hauling	\$ 185.00	/HR
Mobilization costs for PO under 10,000	\$ 1,500.00	/project
Material surcharge	10%	

Bid Package Review

Items Required to Be Submitted with Bid	FIRM 1
Contractor's Bid Submittal-notarized	Yes
Bid Schedule	Yes
References	Yes
Contractor's Licenses	Yes
Certificates of Insurance	Yes
Public Entity Criminal Affidavit	Yes
Non-Collusion Affidavit	Yes

St. Pete Beach City Commission Agenda Report

Issue Considered: Pass-a-Grille Seawall Design Replacement Task Order

Date: December 1, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: During the reconstruction of Pass-a-Grille Way from 1st Avenue to 19th Avenue, the soil beneath the sidewalk adjacent to the seawall was found to be eroding away. This erosion prompted a Ground Penetrating Radar (GPR) study to evaluate the extent of the subsidence. The results of this study uncovered a substantial number of voids beneath the edge of the sidewalk immediately adjacent to the seawall.

Following this discovery, the City previously requested a Task Order from Cardno to inspect and propose alternate designs to address the existing damaged and deteriorating seawall. Based upon the findings of the resulting Basis of Design report, the City of St. Pete Beach requested that Cardno move forward with the design and permitting of wall repairs, wall replacement, grout injections, addition of rubble riprap and reef balls, and permitting for areas along the 2,900-ft long seawall. Through this Task Order, Cardno will prepare biddable drawings and specifications that City will utilize to solicit competitive bids for the construction of these elements.

Funding: CIP - Seawall: Pass-a-Grille Way - 301-8000-590-0020

Requested Motion: I move to approve the Task Order under the Continuing Engineering Service Agreement with Cardno in the amount of \$97,847.00, for the Pass-a-Grille Way Seawall Rehabilitation Design.

Attachments: 1. Task Order from Cardno



Exhibit "B"

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

<i>Date of Task Order Request</i>	September 25 th , 2020
<i>Firm Selected for Task</i>	Cardno, Inc.
<i>Task (Project) Name</i>	Pass-a-Grille Way Seawall Rehabilitation Design
<i>Task Description (and other relevant details)</i>	This Scope of Services includes the design and permitting for the rehabilitation of the seawall along Pass-a-Grille Way and the addition of riprap and reef balls to promote
<i>Task Budget</i>	\$97,847.00
<i>Task Proposal Due Date</i>	November 8 th , 2020

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

Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach

Doug Stoker, PE
Vice President
Cardno, Inc.

Brett Warner, PE
Assistant Public Works Director
City of St. Pete Beach



SCOPE OF SERVICES

Pass-a-Grille Way Seawall Design

1.0 PROJECT OBJECTIVE

A Basis of Design Report (BODR) was prepared for the seawall along Pass-a-Grille Way. Based upon the findings of the report, the City of St. Pete Beach (CITY) wishes for Cardno, Inc. (CONSULTANT) to move forward with the design and permitting of wall repairs, wall replacement, grout injections, addition of rubble riprap and reef balls, and permitting for areas along the 2,900-ft long seawall. The top of the new cap in the areas of wall repair and replacement will be at elevation 5 ft NAVD. The purpose of the task is to provide construction documents including signed and sealed plans, specifications, and environmental permits for the seawall project.

2.0 PROJECT SCOPE OF WORK (SOW)

This Scope of Services includes

- Ground Penetrating Radar (GPR) scan of picnic area adjacent to Merry Pier
- Grout injections along entire wall
- Cap replacement at wall along dog beach (Station 0+00 thru 5+00 of Seawall BODR)
- New wall, riprap, and reef balls from 7th Ave. to S. of Merry Pier and from N. of Merry Pier to 10th Ave., and at the north end of 12th Ave.
- New cap with cathodic protection system along wall adjacent to Merry Pier
- Filling of gap between existing wall and walled picnic area south of Merry Pier

The following tasks will be performed:

Task 1: Design and Construction Plans

The CONSULTANT shall prepare design calculations and construction plans for the seawall and associated components utilizing the methodology outlined in the Florida Department of Transportation (FDOT) Structures Design Guidelines. The CONSULTANT shall also provide wall details to accommodate drainage outlet pipes with manatee grates within the limits of the wall replacement. Construction plans and calculations will be prepared as described below:

- 1.1 Key Sheet & General Notes
- 1.2 Wall Plan & Elevation (six (6) sheets)
- 1.3 Wall Replacement Typical Section Design & Details – anchors assumed
- 1.4 Cap Replacement Typical Section Design & Details
- 1.5 Cathodic Protection Design & Details
- 1.6 Grout Injection Design & Detailing
- 1.7 Riprap & Reefball Details
- 1.8 Other Details – Gap Filling, Drainage Outfall, Manatee Grate
- 1.9 Reinforcing Bar List

Task 2: Merry Pier GPR Survey

The CONSULTANT shall perform a GPR Survey to determine locations of any potential voids in the soil or water intrusion behind the wall in the picnic area south of Merry Pier. This section of wall is built out from the typical profile of the retaining wall and is an independently-constructed section of retaining wall with fill behind it.

The CONSULTANT shall:

- Conduct GPR scans along this area to determine if there are voids in the fill material.
- Develop a detailed report regarding the testing procedure and results. Maps indicating the location of voids and water infiltration to be provided

Task 3: Environmental Permitting

The Project will most likely not meet State of Florida Environmental Resource Permit (ERP) exemption criteria or requirements for use of the United States Army of Engineers (USACE) State Programmatic General Permit (SPGP) due to the addition of reef balls and the proposed footprint of the rip rap. The CONSULTANT has developed this scope in order to avoid multiple mobilizations during the construction phase and will submit the necessary ERP and USACE permit application packages.

3.1 Seagrass Baseline Field Survey

A baseline seagrass survey will be required to satisfy permitting requirements prior to construction by either FDEP or USACE. Seagrass surveys are only valid for one year and must be conducted during peak growing season between April 1st and October 31st. The baseline verification will utilize two field staff for one eight-hour period to conduct seagrass mapping and verify the presence/absence of aquatic resources previously identified in the aquatic resource report included in the BODR. The seagrass survey results will be compiled into an appropriate report for review by permitting agencies.

3.2 Environmental Permitting

- The CONSULTANT will attend one (1) inter-agency pre-application meeting with the regulatory agencies in order to introduce the project and to identify any environmental concerns that may be present early in the review process. It is recommended that representatives from the Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP) office, SWFWMD, the USACE, and FDEP sovereign Submerged Lands Department attend the pre-application meeting. The purpose of the pre-application meeting is to determine the permitting authority for state agency jurisdiction and obtain agency feedback and comments before application submittal. The pre-application discussion assists the project engineers and permitting staff with any early project design modifications to achieve the lowest form of permitting and assists the agency staff with making timely, well-informed decisions on permit issuance. The ultimate goal of the pre-application meeting is to confirm the permitting pathways and to determine the exact permitting path for this Project.
- The CONSULTANT will prepare the environmental narrative for the Environmental Resource Permit (ERP) that will be submitted to the State. This will include development

of project site conditions for coastal wetland and/or submerged aquatic habitat. The ERP environmental narrative will describe how the applicant has provided avoidance and minimization of environmental impacts to the greatest extent practicable. Regulatory agencies will evaluate the project activities for unacceptable direct, secondary, and cumulative impacts to natural and water resources. If in the event environmental impacts cannot be avoided, the regulatory agencies may require mitigation efforts to offset the loss from environmental impacts. The environmental narrative will be developed to characterize the nature of the proposed unavoidable impacts. The environmental narrative shall include a synopsis of the permitting history and compliance of the project to date.

The following key items will need to be addressed in the permitting process:

- Avoidance and minimization to benthic and submerged aquatic resources;
- Avoidance and minimization of wetland vegetation;
- Avoidance of impacts to any threatened and endangered species;
- A demonstration that the project will not degrade water quality;

During the pre-application meeting, the USACE will confirm the applicability of the Nationwide Permit Program. The project may qualify under USACE NWP 3 – Maintenance or the NWP 13 Bank Stabilization. NWP-3 covers repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. A NWP 13 covers bank stabilization activities necessary for erosion control or prevention, such as vegetative stabilization, bioengineering, sills, rip rap, revetment, gabion baskets, stream barbs, and bulkheads, or combinations of bank stabilization technique. Prior USACE permit documentation will be necessary to qualify for NW-3 or NW-13. This SOS assumes the USACE will confirm the use of Nationwide Permit (NWP)-3 Maintenance or NWP-13 Bank Stabilization and will need to submit a preconstruction notification package (PCN) for formal confirmation of use.

- GIS mapping and analysis will be conducted in support of the preparation of an ERP Environmental Narrative and documentation of use for NWP 3 or NWP 13.
- The CONSULTANT will obtain a determination on Sovereign Submerged Lands for the proposed seawall replacement locations between 7th to 10th Ave and north end of 12th Ave. We assume that this project will qualify for a letter of consent for the proposed seawall replacement locations. This assumes that the seawall replacement will qualify for the letter of consent and meets subparagraph 18-20.004(1)(e)7. F.A.C, eligibility.

3.3 Requests for Additional Information, Coordination

- If necessary, Request for Additional Information (RAIs) may be received from the agencies via telephone, email, or written correspondence. The CONSULTANT will respond to up to two (2) total RAIs. If RAIs are requested, it is assumed these tasks will be limited to clarifications not requiring a cumulative total of more than 16 personnel hours to respond.
- The CONSULTANT will coordinate with the team via team conference calls and will schedule and attend one (1) field meeting with representatives of the agency personnel to review the existing environmental conditions of the proposed seawall repair/replacement,

if needed. The team calls and potential field meeting are included in the 16 personnel hours allotted to respond to RAIs.

Task 4: Construction Cost Estimate

The Consultant will provide quantities and a construction cost estimate for the project.

Task 5: Technical Special Provisions

The Consultant will provide up to two Technical Special Provisions (TSPs) in support of the project.

Task 6: Public Involvement

The Consultant will support public outreach efforts by attending one public involvement meeting. A brief presentation and display boards showing a schematic of the proposed wall, riprap, and reef balls will be provided.

3.0 SCHEDULE OF DELIVERABLES

The Draft Plans, Cost Estimate and Environmental Permit Applications for the Seawall will be provided to the City within 90 days of Notice to Proceed.

The Final Plans and Specifications will be provided to the City within 20 days of receipt of the City's comments on the Draft Plans Submittal and Environmental Permits.

All documents shall be submitted electronically.

4.0 ASSUMPTIONS

This scope assumes the following:

- The replacement seawall will be constructed within 18 inches of the existing seawall
- The same wall design (section, height) will be used for all of the replacement walls
- Any required shoring or temporary wall design will be the responsibility of the contractor.
- The pre-application meeting will be attended by environmental project manager and assistant, that it will be conducted via a teleconference, and last no more than two hours.
- The project will not meet ERP exemption criteria or the requirements of the SPGP.
- The USACE will confirm the use of Nationwide Permit (NWP)-3 Maintenance or Nationwide 13 Bank Stabilization with the need to submit a preconstruction notification package (PCN) for formal confirmation of use.
- There will be no impacts to mangroves.
- No maintenance dredging will be required for the project construction.
- No mitigation will be required for the project.
- The agencies requiring permits will only request information considered normal and necessary for this type of permit. This proposal considers quantitative sampling for water quality, benthos, sediment, flora or fauna to be examples of extraordinary work beyond our proposed Scope of Services, and they are therefore not included.
- If RAIs are requested, it is assumed these tasks will be limited to clarifications not requiring a cumulative total of more than 16 personnel hours to respond.
- Drawings, plans, etc. submitted as part of the permit application will not have to be revised in response to a redesign or re-engineering of the project outside the control of the CONSULTANT.

5.0 SERVICES NOT INCLUDED

- Scour Analysis
- Payment of agency application fees
- Quantitative sampling for water quality, benthos, sediment, flora or fauna
- Censuses of historic or cultural resources
- Soils analysis, geotechnical borings, groundwater hydrology studies, or other hydrological services
- Bid and Construction Phase Services

6.0 ADDITIONAL SERVICES

The CONSULTANT will provide additional services whenever requested in writing by the CITY based on a negotiated lump sum or not-to-exceed amount.

7.0 CITY RESPONSIBILITIES

The CITY will provide the following for the CONSULTANT to use and rely on:

- A letter of permission for the CONSULTANT to access the site, as necessary
- Any necessary agency fees involved with the Scope of Work
- One round of review and comments
- Execution of all appropriate regulatory permit applications
- Copies of all maps, plats, aerial photographs and other available information and data pertinent to the project design which the CITY may have in its possession
- Coordination of public outreach

8.0 COMPENSATION

For the above-described SCOPE OF SERVICES, the CITY will compensate the CONSULTANT a lump sum amount of \$97,847.00. A detailed fee breakdown is included in Attachment A.

ATTACHMENT A
Work Task Breakdown
City of St. Pete Beach
PAG Seawall Replacement

I. Staffhour Estimate: All Tasks

Direct Labor Rates Classifications		Principal	Project Manager	Senior Engineer	Designer	Senior Consultant	Senior Project Scientist II	Project Scientist	GIS Specialist	Staff Scientist	Clerical	Total Hours	Labor Cost
Billing Rate		\$ 250.00	\$ 180.00	\$ 105.00	\$ 70.00						\$ 70.00		
Task													
1	Design and Construction Plans (LS)	8	32	88	290	0	0	0	0	0	0	418	\$ 53,170.00
1.1	Key Sheet & General Notes	1	2	4	10	0	0	0	0	0	0	17	\$ 2,340.00
1.2	Wall Plan & Elevation (6 sheets)	1	6	24	120	0	0	0	0	0	0	151	\$ 18,010.00
1.3	Wall Replacement Typical Section Design & Details	1	4	12	40	0	0	0	0	0	0	57	\$ 7,210.00
1.4	Cap Replacement Typical Section Design & Details	1	4	8	16	0	0	0	0	0	0	29	\$ 4,010.00
1.5	Cathodic Protection Design & Details	1	4	8	32	0	0	0	0	0	0	45	\$ 5,690.00
1.6	Grout Injection Design & Detailing	1	4	8	18	0	0	0	0	0	0	31	\$ 4,220.00
1.7	Riprap & Reefball Details	1	4	8	24	0	0	0	0	0	0	37	\$ 4,850.00
1.8	Other Details - Gap Filling, Drainage Outfall, Manatee Grate	1	4	16	30	0	0	0	0	0	0	51	\$ 6,840.00
1.9	Reinforcing Bar List	0	2	2	8	0	0	0	0	0	0	12	\$ 1,540.00
2	Merry Pier GPR Survey (LS)	0	2	0	0	0	0	0	0	0	0	2	\$ 360.00
3	Environmental Permitting (LS)	0	8	4	10	20	35	42	24	32	3	178	\$ 22,377.00
3.1	Seagrass Baseline Field Survey	0	2	0	0	3	4	0	6	24	2	2	\$ 360.00
3.2	Environmental Permitting	0	4	2	8	14	26	34	16	8	1	14	\$ 1,900.00
3.3	Request for Additional Information/Team Coordination and Agency Site Visit	0	2	2	2	3	5	8	2	0	0	6	\$ 910.00
4	Construction Cost Estimate (LS)	1	2	2	12	0	0	0	0	0	0	17	\$ 2,210.00
5	Technical Special Provisions (LS)	1	4	16	0	0	0	0	0	0	0	21	\$ 3,690.00
6	Public Involvement (LS)	2	16	8	16	0	0	0	0	0	0	42	\$ 6,420.00
GRAND TOTAL		12	64	118	328	20	35	42	24	32	3	678	\$ 88,227.00

II. Fee Calculation

Phase	Labor Cost	Expenses	Subconsultant Services	Total Cost
1	\$ 53,170.00		\$ 7,620.00 VCS	\$ 60,790.00
2	\$ 360.00		\$ 1,800.00 VCS	\$ 2,160.00
3	\$ 22,377.00			\$ 22,377.00
4	\$ 2,210.00			\$ 2,210.00
5	\$ 3,690.00			\$ 3,690.00
6	\$ 6,420.00	\$ 200.00		\$ 6,620.00
Grand Total				\$ 97,847.00

St. Pete Beach City Commission Agenda Report

Issue Considered: Decorative Street Sign Unit Price Agreement

Date: December 1, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City received one sealed bid with unit prices for Decorative Street Sign furnishing and installation on November 6, 2020. This agreement will allow the City to replace the street signs throughout the City with updated decorative signs. After a review of the bid package submitted and the resultant bid tabulation, Eagle Sign & Design's bid was determined to meet the City's requirements. Staff is requesting approval of the unit price bid proposal from Eagle Sign & Design for Decorative Street Signage in an amount not to exceed the annually approved budget for three years from contract execution. For FY21 allocated budget of \$185,000.00 will be used for phase 1 for Pass-A-Grille. The rest of the City's Decorative Street furnishing and installation will be through allocated funds in the next two fiscal years.

Funding: CIP - Decorative Street Signage - 301-8000-590-0019

Requested Motion: I move to approve the unit price bid proposal from Eagle Sign & Design for Decorative Street Signs in an amount not to exceed the annually approved Decorative Street Signage budget for three years from contract execution.

Attachments:

1. Draft Agreement
2. Bid from Eagle Sign & Design
3. Decorative Street Sign Line Item Cost

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

DECORATIVE STREETS SIGN UNIT PRICE 2020

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

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility, the Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Membership Agreement.
 - b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Membership Agreement to use the E-Verify system for any employees they may hire during the term of this Membership Agreement; (ii) Subcontractors shall provide Contractor

with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Membership Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Membership Agreement, and the City may choose to terminate the Membership Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

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

5. Vendor shall deliver the goods, or provide the services, described herein no later than within three years from contract execution("completion date").

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

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

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

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

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

11. Vendor fully warrants that all services and/or goods provided herein have been provided in a

good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

12. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

13. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

14. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

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

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

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

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

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

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

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

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

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

As to Vendor:

Eagle Sign & Design
Attn: John Shircliffe
4239 Earnings Way
New Albany, IN 47150

As to City:

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

Eagle Sign & Design

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

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

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)



City of St Pete Beach
Request for Bid
Decorative Street Sign Unit Price 2020
November 6, 2020

Kathy Kapusta
Procurement Manager
155 Corey Ave.
St. Pete Beach, FL 33706

Kathy,

Following is our proposal for designing, manufacturing and installing decorative street signs and posts for the City of St. Pete Beach.

Eagle Sign & Design is a full service sign manufacturer specializing in custom signage and plaques for communities, organizations, parks and developments. We have a 30,000 sf manufacturing facility in southern Indiana where we produce high end quality signs, plaques and accessories that includes a non-ferrous foundry, fabrication shop, print shop, powder coat system and urethane wet spray paint operations. Eagle Sign & Design has been in business since 1995 designing, manufacturing and installing products all across the country.

Eagle Sign & Design has been specializing in custom decorative street signs since the 1990's and has worked with hundreds of communities across the country to meet their specific needs in design and budget. We have included a preliminary design to consider but will work with you guys to come up with the perfect design if awarded the bid.

Our proposed design options are made of components that can be assembled on site for ease of shipping, installing, maintaining and replacing damaged parts as needed from vehicular or weather related damage. Our street sign design is engineered to withstand Category I – 135 mph hurricane winds and if signs are damaged from excessive winds or flying debris they can easily be replaced without replacing the entire unit. All hardware is high strength stainless steel resistant to corrosion.

We are presenting two street sign options: the premium option is 3/4" thick cast aluminum – a less expensive option is 1/4" thick sheet aluminum – both with powder coated finish and DOT approved engineer grade reflective vinyl graphics. Street names will be 6" tall to meet DOT (Manual on Uniform Traffic Control Devices) Standards for roadways with 35mph to 55mph speed limits.



Also included is a cast aluminum scroll bracket that will be welded to the street name sign and mounting bracket. Our Traffic Control Sign Frame design includes a ¼" x 1 ½" solid aluminum trim with a .080 aluminum backer and mounting brackets – all welded together with powder coat finish. The post, base and cap will be all aluminum as specified on you RFB with a powder coated finish. See attached concept and detail drawings.

Following is a breakdown of the individual component costs to better understand how we calculated our total bid along with references and numerous examples of our work over the years to show our expertise in all aspects needed to take on this contract. Thanks again for the opportunity and please let me know if you have any questions or need additional information.

Sincerely,

John Shircliffe
Project Manager

Eagle Sign & Design References				
Sunday, November 01, 2020				
Project Name	Amount	Contact Name	Phone Number	Project Description
City of Villa Hills, KY	\$ 55,000.00	Derick "Buck" Yelton	859-393-6917	Custom Street Signs & Decorative Posts
City of Lynnview, KY	\$ 31,000.00	David Pearl	502-966-4086	Custom Street Signs & Decorative Posts
City of Greenwood, SC	\$ 34,000.00	Josh Skinner	843-323-5235	Custom Street Signs & Decorative Posts
Texas Historical Commission	\$ 298,000.00	Bob Brinkman	512 463 8769	Cast Aluminum Historical Markers
Georgia Historical Commission	\$ 52,000.00	Elyse Butler	912-651-2125	Cast Aluminum Historical Markers
City of Indian Hills, KY	\$ 126,000.00	Jim Graven	502-552-4250	Custom Street Signs & Decorative Posts
City of Troy, MI	\$ 89,000.00	Russell Bragg	248-619-7658	Custom Memorial Sculpture & Site Work
Arlington National Cemetery	\$ 70,000.00	CW3 Gump, Howard R II	703-614-7127	Custom Cast Aluminum Signs & Posts
City of Idaho Falls	\$ 84,000.00	Greg Weitzel	208-612-8482	Aluminum Park Signs & Posts



City of St Pete Beach

Street Sign & Traffic Sign Component Prices

STREET SIGN WITH SCROLL OPTIONS:

Option one:

1/4" Thick Sheet Aluminum	\$ 347.00
---------------------------	-----------

Option two:

3/4" Thick Cast Aluminum	\$ 477.00
--------------------------	-----------

STREET SIGN AND TRAFFIC SIGN POSTS

4" Fluted Post - 15 ft	\$ 183.00
4" Fluted Post - 13 ft	\$ 163.00
Cast aluminum fluted post base	\$ 168.00
Cast aluminum post caps	\$ 32.00

TRAFFIC CONTROL SIGNS

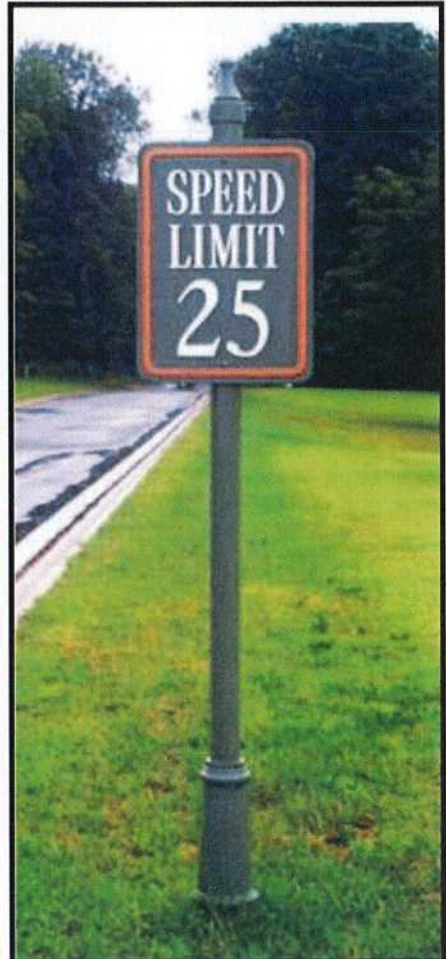
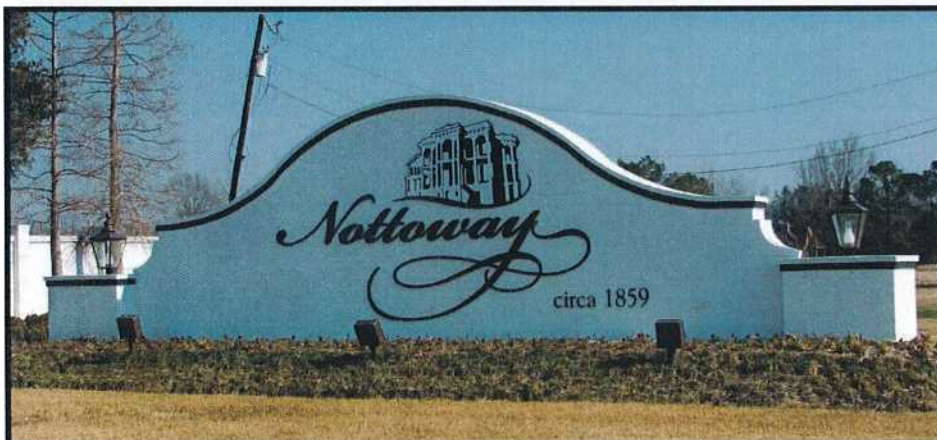
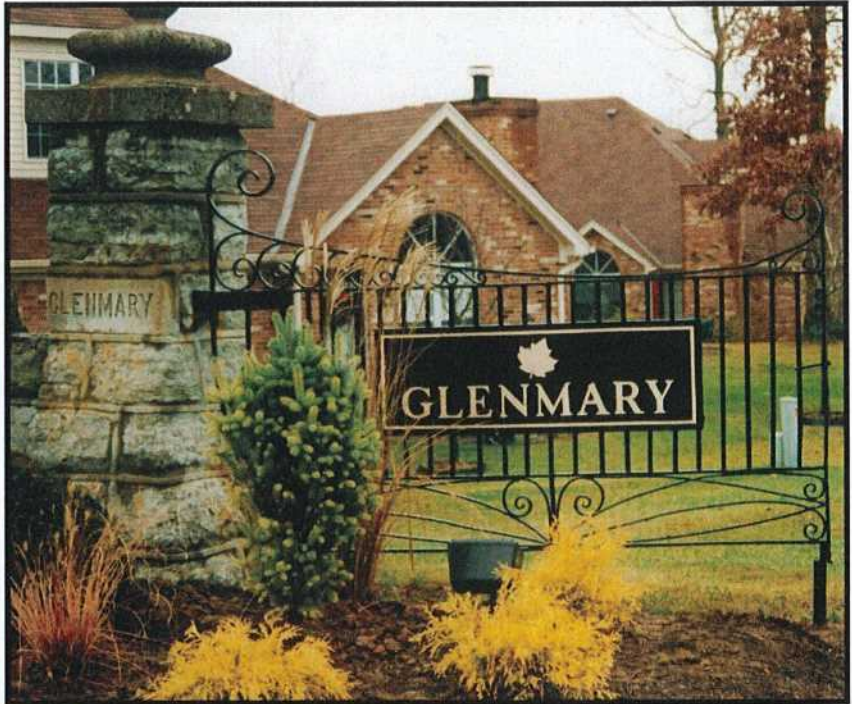
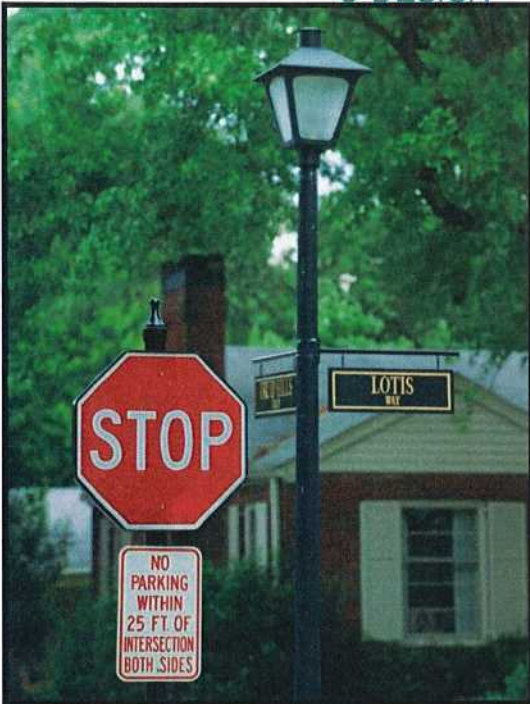
30" Stop signs	\$ 98.00
30" Stop sign frames	\$ 158.00
24" x 30" Speed limit signs	\$ 98.00
24" x 30" Sign frames	\$ 158.00
18" x 24" Traffic signs	\$ 86.00
18" x 24" Sign frames	\$ 142.00
12" x 18" Traffic signs	\$ 67.00
12" x 18" Sign frames	\$ 133.00

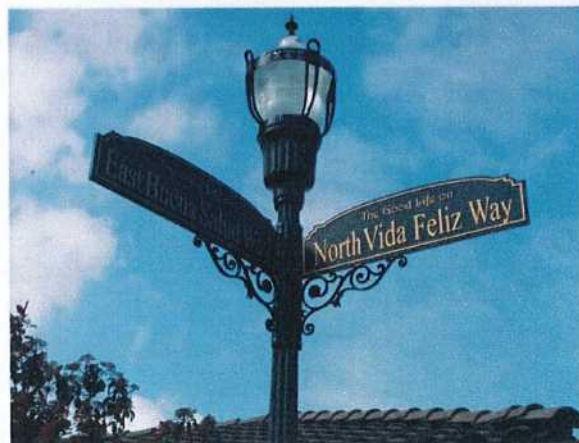
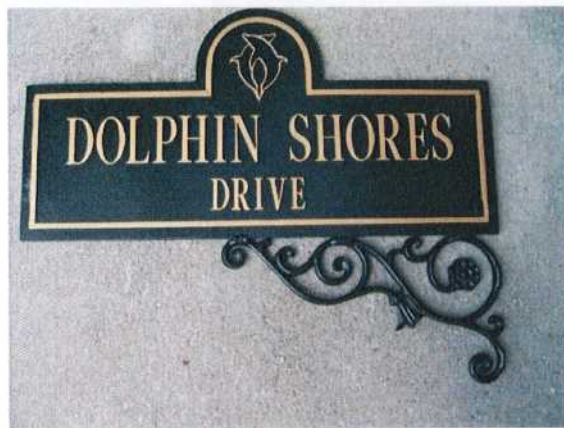
INSTALLATION & REMOVE

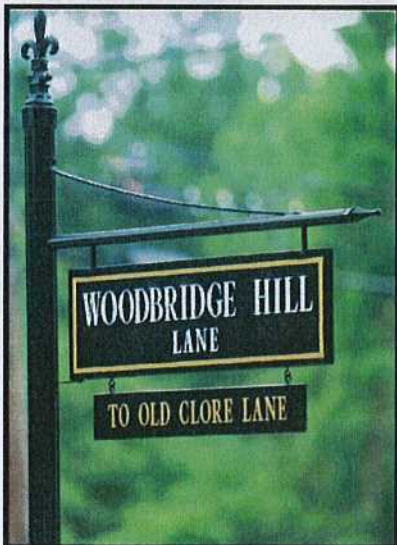
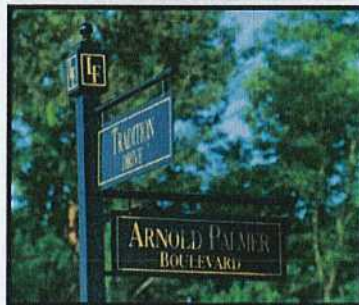
Street Sign Unit	\$185
Traffic Control Sign Unit	\$155

OTHER COSTS

Shipping estimates for complete BID	\$ 13,650.00
Engineering Fees	\$4,500







We can make your community a showplace!



Entrance Signs



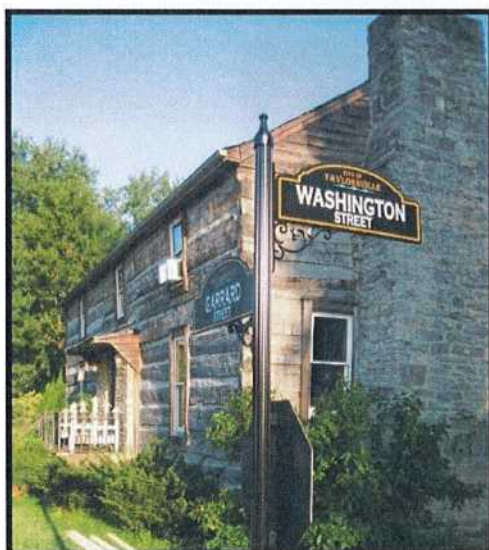
Neighborhoods



Decorative Fencing



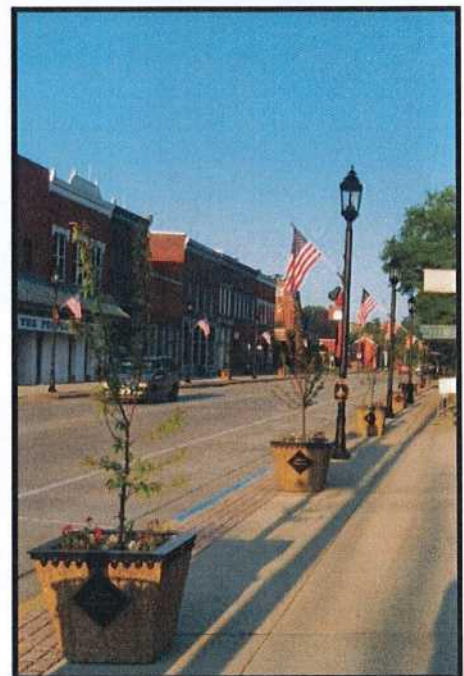
Traffic Control



Historic Districts



Inlay Bronze



Streetscapes

Custom Designs



Civil Rights Marker Project



Worlds Largest Horseshoe



Air Force Academy Graduates



Kentucky State Police Memorial



911 Memorial



Cave Hill Cemetery Memorial



Arabian Equestrian Awards



Sacred Heart Chapel Project



Phoenix Hill Neighborhood Memorial



City of Hurstbourne Entryway



University of Louisville Plaza



Guinness World Record Horseshoe



Penny Chenery, Owner of the Triple Crown Winner Secretariat

Exact replica of Secretariat's horseshoe being fabricated
Now in the Guinness Book of World Records as the largest Horseshoe

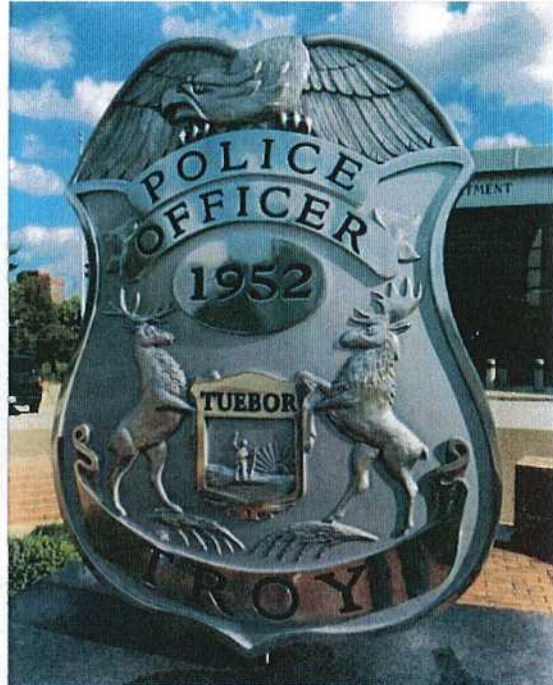
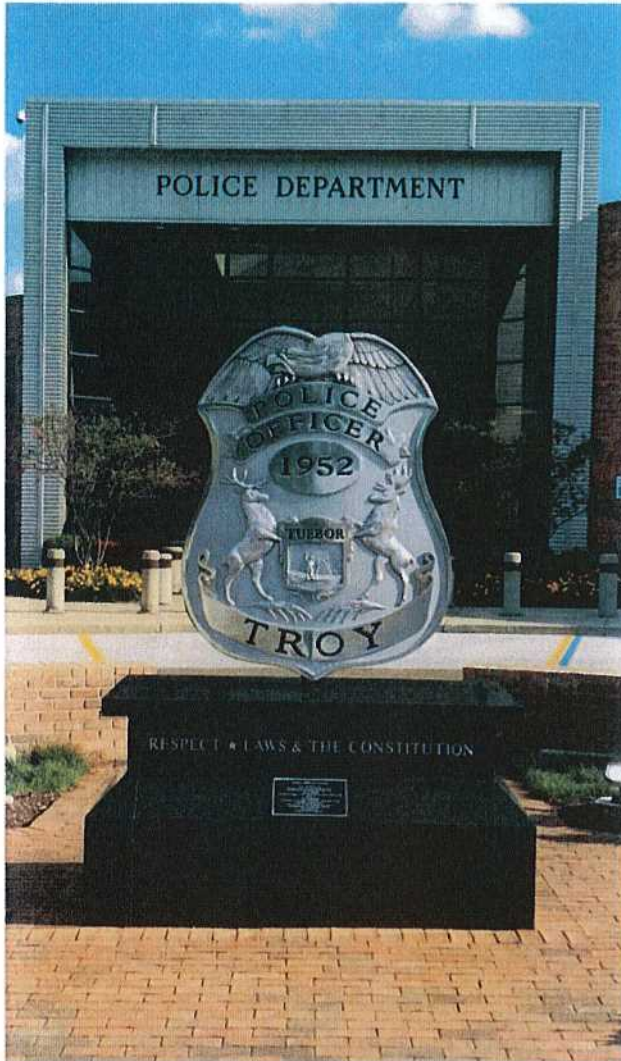


Photo of actual horseshoe from Secretariat - replicated by Eagle Sign & Design



Secretariat's horseshoe being fabricated at Eagle Sign & Design

City of Troy, Michigan – Police Memorial



State of Kentucky Capital Building Renovation and Medal of Honor Recipients Plaque

Starting in 2011 Eagle Sign & Design was commissioned to create a dedication plaque commemorating the 100th anniversary of the Kentucky State Capital Building. This project led to the commission of the Kentucky Medal of Honor Plaque project recognizing all Kentucky Medal of Honor recipients. The project required coordination with many federal and state officials for content along with artist and craftsmen for design and installation.



Goldenrod from the Taylorsville Lake Wildlife Management Area - near the dam

Molds were pulled from existing elements in the Capitol to match border and original Kentucky Seal

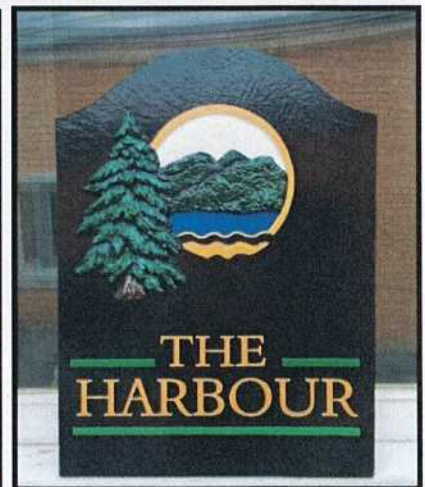
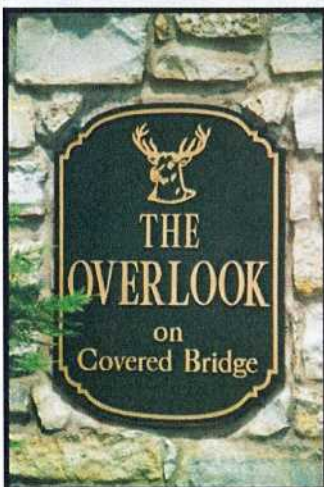
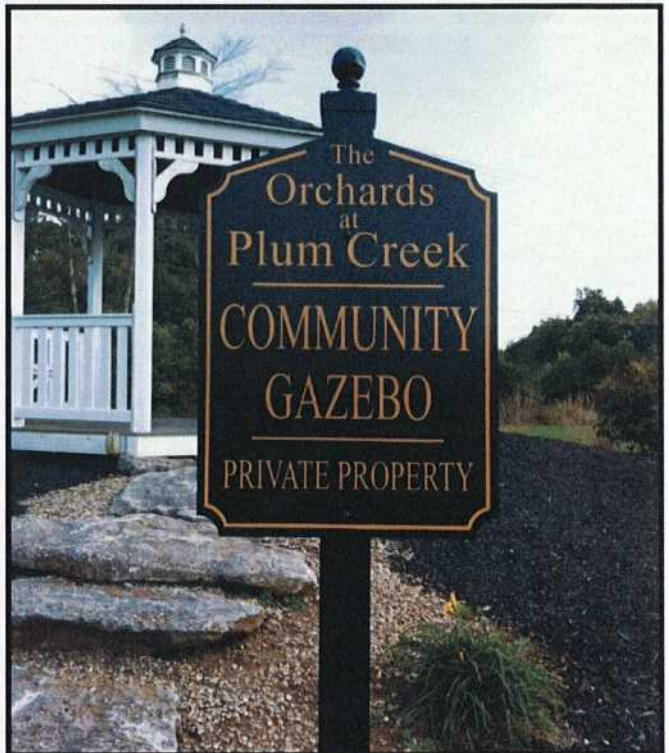
The plaque was unveiled for the Governor, Senate and House in 2012 and is proudly on display in the newly renovated Capitol Rotunda.

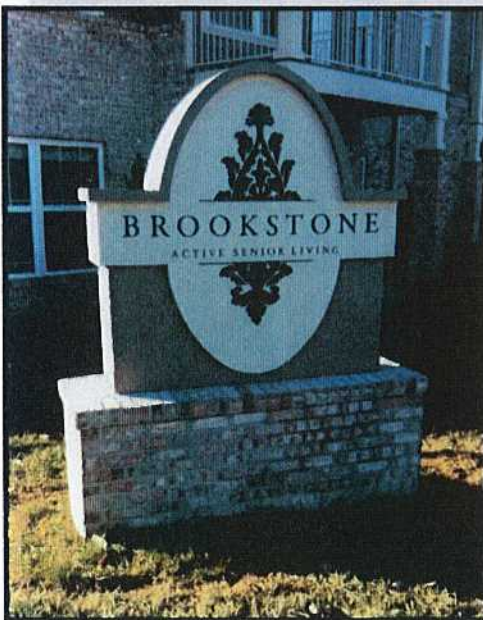
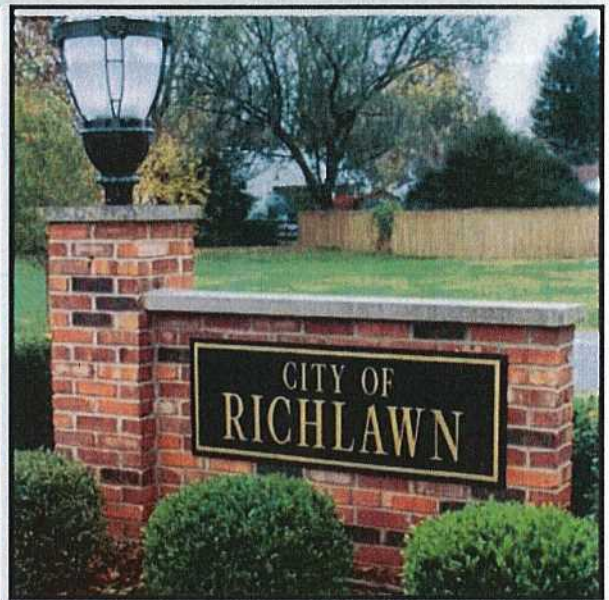
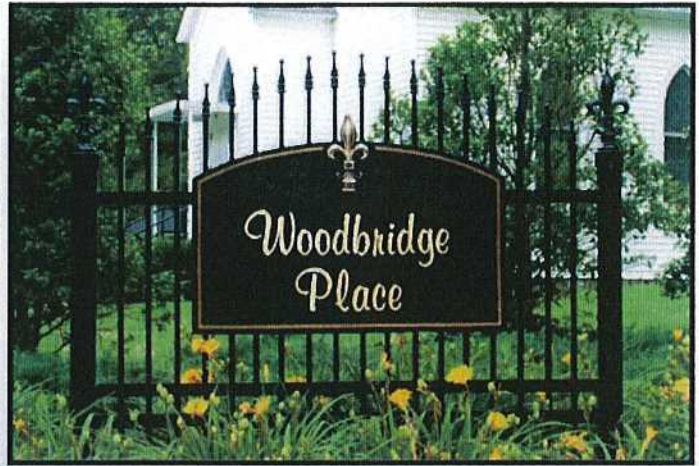
U.S. Air Force Academy, Colorado

For the past four years Eagle Sign & Design has worked with artist Jim Nance to provide highly crafted, sculpted relief plaques for the Air Force Academy in Colorado. These include Annual Class Plaques, Mission Plaques, Dedication Plaques and more.



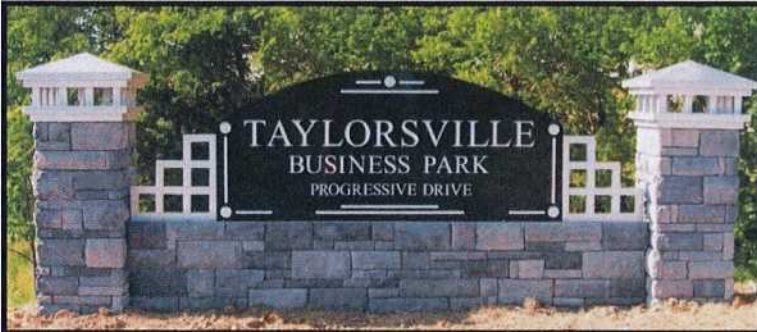
This ongoing project requires much back and forth with military staff, federal officials, artist and craftsmen to assure we get it right the first time – and we always have!







EAGLE SIGN
& DESIGN



II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in **Decorative Street Signs**.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Decorative Street Sign Unit Price 2020**" in St. Pete Beach, Florida, in full and complete accordance with the shown noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

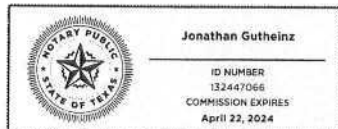
The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "**Decorative Street Sign Unit Price 2020**".

COMPANY: EAGLE SIGN & DESIGN DATE: 11-4-20
ADDRESS: 4239 EARNINGS WAY PHONE: 502-561-0007
NEW ALBANY IN 47117
BIDDER: John Wayne Shircliffe NAME: JOHN SHIRCLIFFE PROJECT MGR
(SIGNATURE) ✓ ✓ (PRINT NAME & TITLE)
STATE OF Texas
COUNTY OF Tarrant

The foregoing instrument was sworn to _____ subscribed, and acknowledged before me
by means of ☐ physical presence or ☒ online notarization, this 4th day of
November, 2020, by John Shircliffe, who is personally
known to me or has produced _____ Driver's License _____ as identification.

(SEAL)



Jonathan Gutheinz
Notary Public – State of Texas

Jonathan Gutheinz
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

Notarized online using audio-video communication

SUBMIT BID TO:

**OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706**

OPTION ONE

EAGLE SIGN + DESIGN - SHEET ALUMINUM OPTION

III. FEE SCHEDULE

Decorative Street Sign Unit Price

Provide unit prices to provide all materials, as described in this Request for Bids and as attached. The City of St. Pete Beach has the sole authority to select the bid which is in the best interest of the City. Only one award shall be made.

Item	Description of Materials and Service	Units	Est. Quantity	Unit Price	Total
1	Supply & Install Fully Assembled Decorative STOP Sign with Two Street Name Flags (see detail #1)	EA	250	\$1563-	\$390750
2	Supply & Install Fully Assembled Decorative STOP Sign with One Street Name Flags (see detail #2)	EA	70	\$1216-	\$85120
3	Supply & Install Fully Assembled Decorative STOP Sign with No Street Name Flags (see detail #3)	EA	50	\$849-	\$42450
4	Supply Only Fully Assembled Decorative STOP Sign with Two Street Name Flags	EA	5	\$1378-	\$6890-
5	Supply Only Fully Assembled Decorative STOP Sign with One Street Name Flags	EA	5	\$1031-	\$5155-
6	Supply Only Fully Assembled Decorative STOP Sign with No Street Name Flags	EA	5	\$664-	\$3320
7	Supply & Install Fully Assembled Decorative Speed Limit Sign	EA	50	\$849-	\$42450
8	Supply Only Fully Assembled Decorative Speed Limit Sign	EA	5	\$664-	\$3320-
9	Supply & Install Fully Assembled Decorative Yield Sign	EA	25	\$849-	\$21225
10	Supply Only Fully Assembled Decorative Yield Sign	EA	5	\$664-	\$3320-
11	Supply Split Aluminum Base for 4" round pole, size 36.25" Tall x 4" ID, color satin black, hardware included	EA	5	\$193-	\$965-
12	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" stop signs, including 2 welded 4" back clamp, color satin black	EA	5	\$279-	\$1395
13	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 24" speed limit signs, including 2 welded 4" back clamp, color satin black	EA	5	\$279	\$1395-
14	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" yield signs, including 2 welded 4" back clamp, color satin black	EA	5	\$279	\$1395-
15	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 12" x 18" street sign, including 2 welded 4" back clamp, color satin black	EA	5	\$225-	\$1125-
16	Supply 4" round acorn finial, include set screw, color satin black	EA	5	\$37-	\$185-
	TOTAL BID PACKAGE				\$610,460

EAGLE SIGN & DESIGN - CAST ALUMINUM OPTION

III. FEE SCHEDULE

Decorative Street Sign Unit Price

Provide unit prices to provide all materials, as described in this Request for Bids and as attached. The City of St. Pete Beach has the sole authority to select the bid which is in the best interest of the City. Only one award shall be made.

Item	Description of Materials and Service	Units	Est. Quantity	Unit Price	Total
1	Supply & Install Fully Assembled Decorative STOP Sign with Two Street Name Flags (see detail #1)	EA	250	\$ 1823	\$ 455750
2	Supply & Install Fully Assembled Decorative STOP Sign with One Street Name Flags (see detail #2)	EA	70	\$ 1346	\$ 94220
3	Supply & Install Fully Assembled Decorative STOP Sign with No Street Name Flags (see detail #3)	EA	50	\$ 849	\$ 42450
4	Supply Only Fully Assembled Decorative STOP Sign with Two Street Name Flags	EA	5	\$ 1638	\$ 8190
5	Supply Only Fully Assembled Decorative STOP Sign with One Street Name Flags	EA	5	\$ 1161	\$ 5805
6	Supply Only Fully Assembled Decorative STOP Sign with No Street Name Flags	EA	5	\$ 664	\$ 3320
7	Supply & Install Fully Assembled Decorative Speed Limit Sign	EA	50	\$ 849	\$ 42450
8	Supply Only Fully Assembled Decorative Speed Limit Sign	EA	5	\$ 664	\$ 3320
9	Supply & Install Fully Assembled Decorative Yield Sign	EA	25	\$ 849	\$ 21225
10	Supply Only Fully Assembled Decorative Yield Sign	EA	5	\$ 664	\$ 3320
11	Supply Split Aluminum Base for 4" round pole, size 36.25" Tall x 4" ID, color satin black, hardware included	EA	5	\$ 193	\$ 965
12	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" stop signs, including 2 welded 4" back clamp, color satin black	EA	5	\$ 279	\$ 1395
13	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 24" speed limit signs, including 2 welded 4" back clamp, color satin black	EA	5	\$ 279	\$ 1395
14	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" yield signs, including 2 welded 4" back clamp, color satin black	EA	5	\$ 279	\$ 1395
15	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 12" x 18" street sign, including 2 welded 4" back clamp, color satin black	EA	5	\$ 225	\$ 1125
16	Supply 4" round acorn finial, include set screw, color satin black	EA	5	\$ 37	\$ 185
	TOTAL BID PACKAGE				\$ 686511

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

Supply and install fully assembled decorative street and traffic signs.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for a Decorative Street Signs Unit Price Agreement at various locations throughout the City.

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Bid Form, References, Contractor's license and insurance certificates, Public Entity Criminal Affidavit, and Non-Collusion Affidavit.

Sealed bids will be accepted by the City until **November 6, 2020 at 10:00 AM EST (Deadline)**. Any physical bids not received by this deadline will not be accepted – NO EXCEPTIONS. Bid packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Physical bids submitted by the Contractor shall include one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package.

Physical Bids should be addressed to: City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: **"Decorative Street Sign Unit Price 2020"**

Submissions will be publicly opened and read right after the submittal deadline, all bidders are invited to attend this bid opening

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization and telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000.00. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT - PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: JOHN SHIRCLIFFE, PROJECT MANAGER
(Print individual's name and title)

for: EAGLE SIGN & DESIGN
(Print name of entity submitting sworn statement)

at: 4139 EARNINGS WAY, NEW ALBANY, IN 47117
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

31-1184539
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

John Wayne Shircliffe
(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

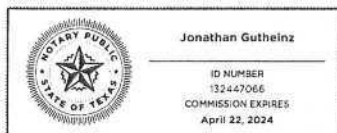
5. I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF Texas
COUNTY OF Tarrant

The foregoing instrument was sworn to _____, subscribed, and acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 4th day of November _____, 2020, by John Shircliffe, who is personally known to me or has produced _____ Driver's License _____ as identification.

(SEAL)



Jonathan Gutheinz
Notary Public – State of Texas

Jonathan Gutheinz

(Print, Type, Stamp, or Commissioned
Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF IN
COUNTY OF FLORIDA

I state that I JOHN SHIRCLIFFE, DIRECTOR of EAGLE SIGN & DESIGN,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. EAGLE SIGN & DESIGN, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

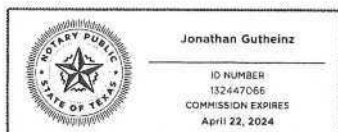
Name of Organization: EAGLE SIGN & DESIGN

Signed By: John Wayne Shircliffe

Print Name: JOHN SHIRCLIFFE

The foregoing instrument was sworn to _____, subscribed, and acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 4th day of November _____, 2020 by John Shircliffe, who is personally known to me or has produced Driver's License as identification.

(SEAL)



Jonathan Gutheinz
Notary Public - State of Texas

Jonathan Gutheinz
(Print, Type, Stamp, or Name of Notary Public)



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

Addendum 1

Request for Bids

Decorative Street Sign Unit Price 2020

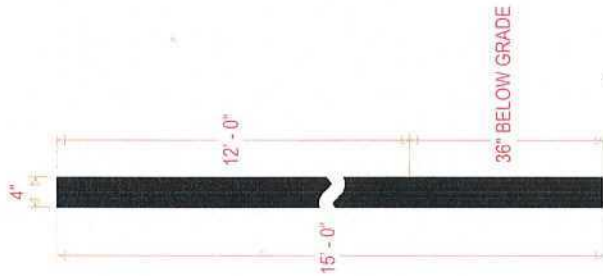
Issued October 28, 2020

Note that this Addendum does not change the bid due date and time as stated in the above referenced RFB. Sealed bids still must be received by 10:00 AM EST on November 6, 2020 in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Clarifications on details:

1. At each location, sign height shall comply with the requirements outlined in the latest edition of the Manual on Uniform Traffic Control Devices.
2. On Detail #9: Sign Paddle Dimensions on page 34 of the Request for bids, the vertical height of the 8-inch frame is hereby increased to 11-inch in height to accommodate a 9-inch tall street name sign. All other dimensions of this paddle remain. This change is to accommodate larger font use.

4" x 15' - ALUMINUM FLUTED POST



ALUMINUM CASTED SIGN PANEL



4" - ALUMINUM ACORN CAP - 90-4AL



REFLECTIVE VINYL INSERT - DIG PRINT + UV LAMINATE

4" - ALUMINUM BASE - 90-992-4



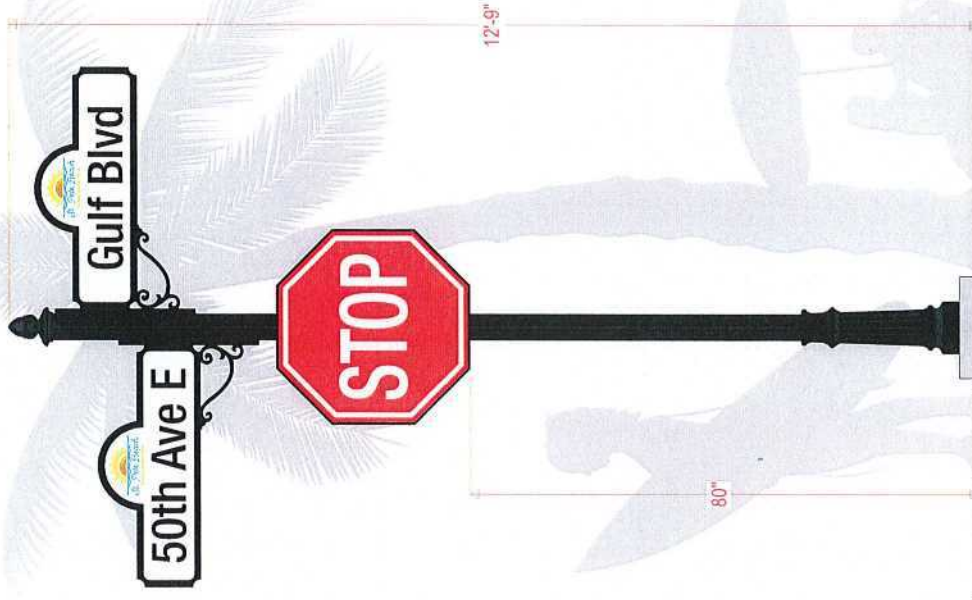
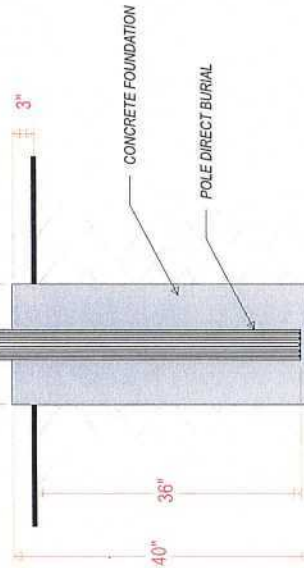
ALUMINUM U-CHANNEL BRACKET



CASTED ALUMINUM SCROLL BRACKET



FOUNDATION DETAILS



888.561.0007
bsigngroup.com



*THIS IS AN ORIGINAL DESIGN. CREATED FOR OUR PROPRIETARY USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY BSGN GROUP. THIS RENDERING / PRINT IS NOT TO BE SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION NOR IS IT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF BSGN GROUP. BSGN GROUP RESERVES THE RIGHT TO CHANGE FOR OR REVISE THE DESIGN OF THIS DESIGN.

THE QUALITY OF THIS LAYOUT DOES NOT DETERMINE THE FINISHED PRODUCT. IT IS STRICTLY INTENDED FOR EMAIL, WEB AND PRINT OUT PURPOSES ONLY. ACTUAL COLORS MAY VARY. SAMPLES AVAILABLE BY REQUEST.

REV: 001
CLIENT SIGNATURE

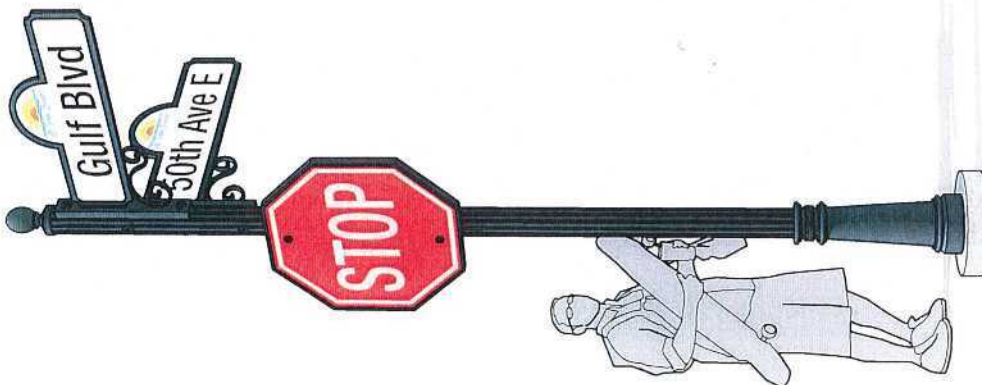
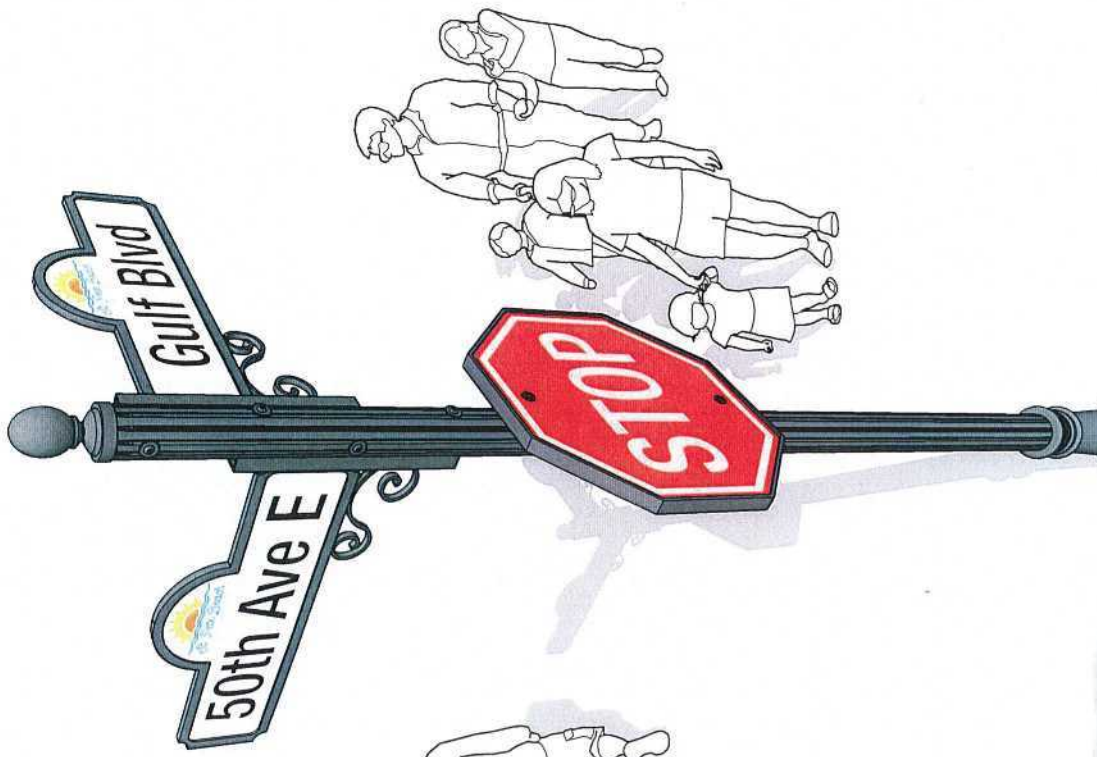
DATE: 10/30/20

ART: Andrew J

SALES: John S



PLEASE PROOF READ CAREFULLY. THE CUSTOMER IS RESPONSIBLE FOR ANY ERRORS AFTER THE APPROVAL PROCESS.



City of St Pete Beach Street Sign Concepts		   		City of St Pete Beach		REVISIONS		V
							REMARKS	



IO	V
----	---

REVISIONS		REMARKS
1	MM/DD/YY	
2	MM/DD/YY	
3	MM/DD/YY	
4	MM/DD/YY	
5	MM/DD/YY	






City of St Pete Beach

CASTED SIGN DETAILS

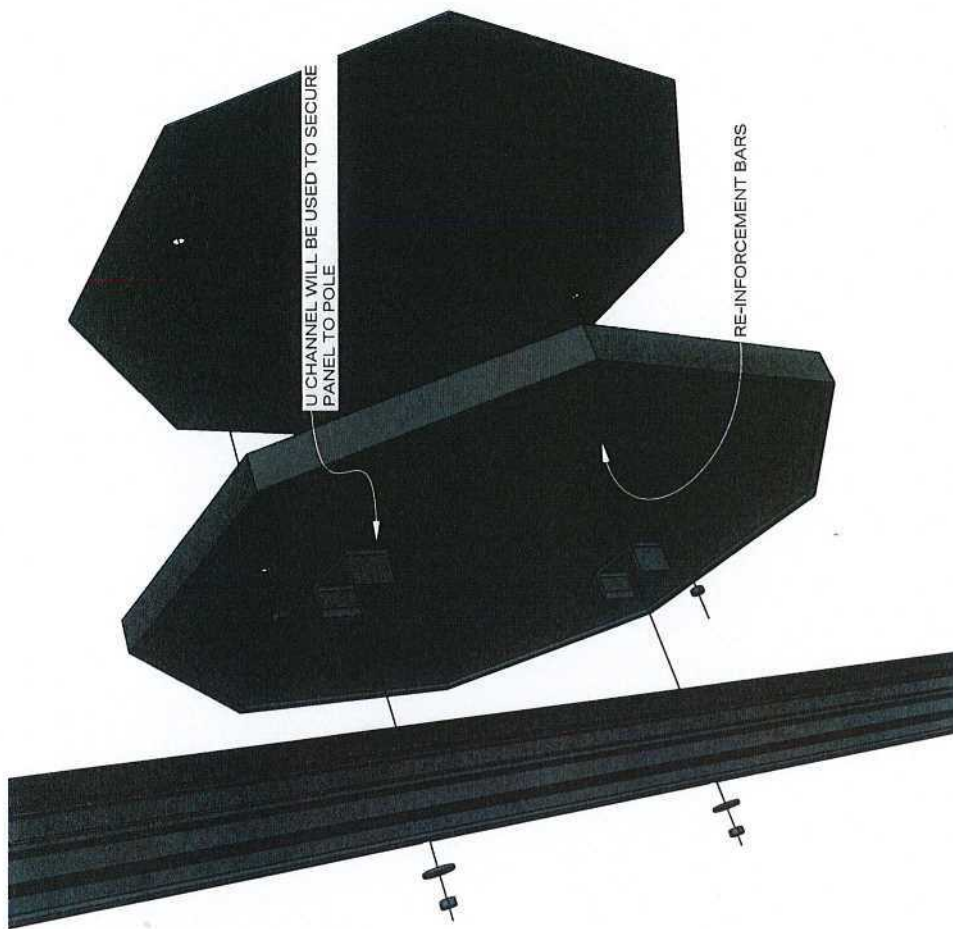


A 02

REVISIONS		REMARKS
1	MM/DD/YY	
2		
3		
4		
5		

   		City of St Pete Beach
---	--	-----------------------

MOUNTING DETAILS



STOP SIGN DETAILS



City of St Pete Beach

REVISIONS

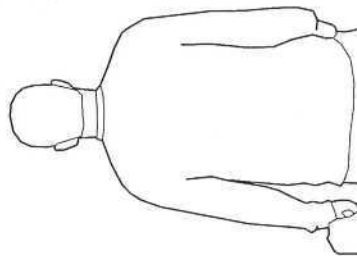
REMARKS

1	MM/DD/YY	REMARKS
2		
3		
4		
5		

03

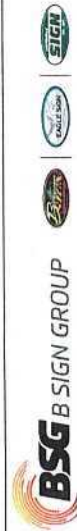
A

50th AVE L



U CHANNEL WILL BE USED TO SECURE
PANEL TO POLE

STOP SIGN DETAILS



City of St Pete Beach

REVISIONS

REMARKS

REV/DATE

1

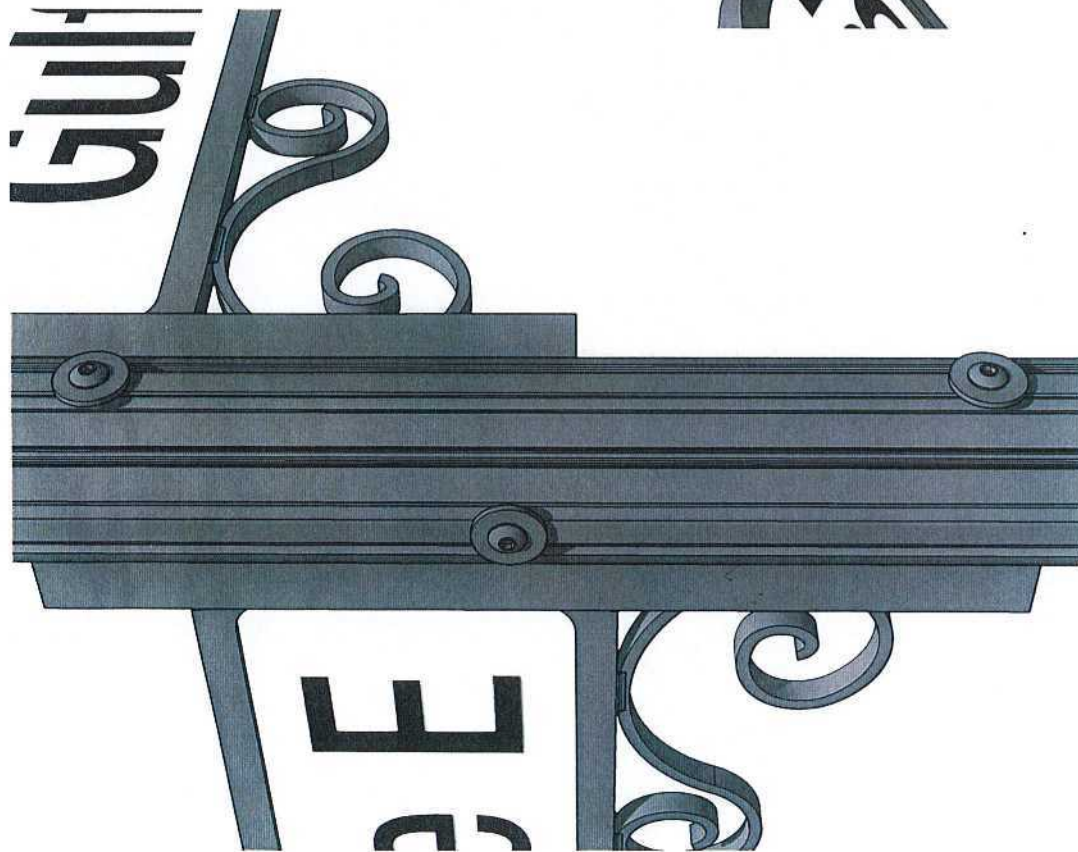
2

3

4

5

A 04



UP CLOSE VIEWS



City of St Pete Beach

REVISIONS

REMARKS

MM/DD/YY

1

2

3

4

5

05

A

City of St Pete Beach

Street Sign & Traffic Sign Prices

Price Breakdown for Bid Line Items

Item 1 - Double Street Sign/Stop Unit - Installed

Cast Aluminum Street Sign One	\$ 477.00
Cast Aluminum Street Sign Two	\$ 477.00
15 ft Aluminum Post	\$ 183.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Installation	\$ 185.00
Estimated Shipping	\$ 45.00
	\$ 1,823.00

Item 2 - Single Street Sign/Stop Unit - Installed

Cast Aluminum Street Sign One	\$ 477.00
15 ft Aluminum Post	\$ 183.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Installation	\$ 185.00
Estimated Shipping	\$ 45.00
	\$ 1,346.00

Item 3 - Stop Unit - Installed

13 ft Aluminum Post	\$ 163.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Installation	\$ 185.00
Estimated Shipping	\$ 45.00
	\$ 849.00

Item 4 - Double Street Sign/Stop Unit - Delivered

Cast Aluminum Street Sign One	\$ 477.00
Cast Aluminum Street Sign Two	\$ 477.00
15 ft Aluminum Post	\$ 183.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Estimated Shipping	\$ 45.00
	\$ 1,638.00

Item 5 - Single Street Sign/Stop Unit - Delivered

Cast Aluminum Street Sign One	\$ 477.00
15 ft Aluminum Post	\$ 183.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Estimated Shipping	\$ 45.00
	\$ 1,161.00

Item 6 - Stop Unit - Delivered

13 ft Aluminum Post	\$ 163.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Estimated Shipping	\$ 45.00
	\$ 664.00

Item 7 - Speed Limit Unit - Installed

13 ft Aluminum Post	\$ 163.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Speed Limit Sign	\$ 98.00
Speed Limit Sign Frame	\$ 158.00
Installation	\$ 185.00
Estimated Shipping	\$ 45.00
	\$ 849.00

Item 8 - Speed Limit Unit - Delivered

13 ft Post	\$ 163.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Speed Limit Sign	\$ 98.00
Speed Limit Sign Frame	\$ 158.00
Estimated Shipping	\$ 45.00
	\$ 664.00

St. Pete Beach City Commission Agenda Report

Issue Considered: Re-Appointment of Roger Dunn and Richard German to the Police Pension Board

Date: December 1, 2020

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: Both Mr. Richard German and Mr. Roger Dunn of the Police Pension Board have terms that are expired. They have expressed an interest in continuing to serve the City as trustees of the Board and would like to be re-appointed for another two-year term, to expire 11/2022. Mr. German and Mr. Dunn are City residents.

The initial applications by both trustees are attached.

Funding: NA

Requested Motion: Motion to re-appoint Richard German and Roger Dunn to the City of St. Pete Beach Police Pension Board for a two-year term, to expire 11/2022.

Attachments:

1. Application Dunn_Pension Boards
2. Application-Resume-German_06212019



**CITIZEN'S TALENT BANK APPLICATION
CITY OF ST. PETE BEACH**

If you are interested in serving the City either as a Board or Committee member, a poll worker or a volunteer, please select any of the following options. You MUST be a registered voter in Pinellas County, Florida, in order to serve as a Board or Committee member.

If you need information on voter registration, please call: 727-464-8683

My preferences are:

☐ Board of Adjustment
☐ Planning Board
☐ Historic Preservation Board
☐ Finance and Budget Review Committee
☐ Recreation Advisory Committee
☐ City Volunteer
☐ Election Poll Worker: Call 464-6110

☐ Beach Stewardship Committee
☒ General Pension Board
☒ Fire Pension Board
☒ Police Pension Board
☐ Library Advisory Committee

Other: _____

Explain: _____

Please fill in the following information:

Name: Roger D. Dunn

Mailing Address (if different):

Street Address: 2913 Sunset Way

St. Pete Beach, Florida 33706

Phone #: 813 - 310 - 1766

E-mail: rogholardunn@gmail.com

Fax #: () _____

Work No.: _____

Please return this form to:

Rebecca Haynes, City Clerk
155 Corey Avenue
St. Pete Beach, FL 33706
(727) 363-9220 Office
(727) 363-9236 Fax

Email: cityclerk@stpetebeach.org



VOLUNTEER SERVICES – BACKGROUND CHECK

I, Roger E. Dunn, intend to volunteer my services to the City of St. Pete Beach without expectation of monetary compensation. I offer my services freely and without coercion from any individual(s) employed by the City of St. Pete Beach. I certify that the City of St. Pete Beach does not employ me in any capacity.

Furthermore, as a condition of volunteering with the City of St. Pete Beach, I understand that a Florida Department of Law Enforcement (FDLE) background check will be performed. My signature below indicates my understanding and consent to this check. I also understand that if the result of the background check is unsatisfactory to the management of City of St. Pete Beach, my volunteer service will be discontinued.

My signature below acknowledges that I have read and that I fully understand the foregoing statements and this consent was freely and knowingly given.

Roger E. Dunn
Signature

7-11-19
Date

THE CITY OF ST. PETE BEACH IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER {EEOE} WHICH MAKES EMPLOYMENT DECISION WITHOUT REGARD TO RACE, COLOR, GENDER, RELIGION, NATIONAL ORIGIN, AGE, DISABILITY, HANDICAP, MARITAL STATUS, SEXUAL ORIENTATION OR ANY OTHER PROTECTED CATEGORIES AS DEEMED BY LAW. THE CITY ALSO REASONABLY ACCOMMODATES INDIVIDUALS WITH DISABILITIES AND BONA FIDE RELIGIOUS BELIEFS. THE CITY IS COMMITTED TO A DRUG FREE WORKPLACE.

Please complete the following information (part of which is necessary for the FDLE background check):

Full Name (first, middle, last): Roger Alan Dunn
Full Address: 2913 Sunset Way S.B.
Telephone Number: 813-310-1766
Email Address: rogeralasdunn@gmail.com
Social Security Number: 364-42-4013
Date of Birth: 5-19-42
Emergency Contact: Dona Dunn

Days and hours you are interested in volunteering:

available most times

What is your experience with related responsibilities?

as Chief HR officer I supervised all
functions and including benefit administrator

Describe your computer skills:

moderately capable

Applicant's initials:

RAD

Date:

7-12-19

Employee initials:

RAD

ROGER A DUNN

2913 SUNSET WAY

S.P.B., FL 33706

813-310-1766

Summary resume; Served as a senior corporate officer, principally as a CHIEF HR OFFICER, for four major corporations. The corporations include manufacturing, banking, defense and energy, most recently Teco Energy in Tampa, where I retired in 2000

Richard W. German
251 Isle Drive S, St Pete Beach FL 33706
727-580-0566 DickGerman@gmail.com

June 21, 2019

Mayor Alan Johnson
City of St Pete Beach
155 Corey Ave
St Pete Beach FL 33706



Dear Al:

I understand there is an opening on the Police Pension Board.

I would like to apply. My resume is the reverse side.

Would you please forward this to the appropriate person.

Many thanks, and especially, thank you for your position re PSTA
encroachment on our city.

Richard W. German
251 Isle Drive S, St. Pete Beach FL 33706
727-580-0566 DickGerman@gmail.com

Summary

Retired federal government Division Director (Navy Department) and Contracting Officer (Department of Energy). Proposal writer and manager for firms seeking business with the Department of Defense. Licensed Community Association Manager. BS, Business Administration.

Professional Experience

Condominium Association Manager, St. Pete Beach FL. Licensed condominium association manager for selected condominium association clients. In compliance with Florida Statue 718, provide accounting, regulatory management, and/or maintenance management services. Designed and implemented accounting and financial management systems. Receive and account for all income. Manage accounts payable. Prepare operating and reserve budgets. Provide all required notices to owners. Prepare for, chair, and prepare minutes of meetings. Conduct elections. Locate, negotiate with, and supervise vendors of maintenance and repair services. Consult with attorney regarding rules enforcement, account collections, and amendments to governing documents. Represented association at trial litigation. Managed major structural restoration projects and the related special assessments.

Owner and manager, Sales & Service Evaluators, Inc. Designed, marketed, and supervised the performance of mystery shopping programs, customer opinion polls, and surveys to businesses. Clients included Midas Muffler Corporation, Chem-Dry Corporation, Rollar Homes, Inc., Fletcher Music Centers, Inc., Ferman Motors, Inc. (May 1989-2001) Sold the business.

Independent consultant. Marketed, prepared, and managed the preparation of proposals for businesses seeking contracts with the federal government. Performed surveys. Clients included American Association of Retired Persons, Western Electric Corporation, Evaluation Research Corporation. (January 1982-May 1989)

Training Division Director, Department of Defense, Navy Department (GS-13). Headed a division of specialists who created and managed training programs for crews of new submarines. Developed and managed operating budgets in \$10-15M range.

Contracts Administrator, Department of Energy (GS-14). Negotiated contract terms, prepared contracts, monitored performance by contractors, negotiated solutions to problems. Developed, approved, and audited financial plans. Prepared and reviewed Requests for Proposals. Retired from federal government.

Education

BS, Business Administration (accounting major), American University, Washington, DC.

Personal

Held Top Secret security clearance with the Department of Defense. Former private pilot. Excellent credit history. Former Chairman, Board of Adjustment, City of St. Pete Beach, FL. Notary Public.

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

Issue Considered: August 5, 2014 Budget Workshop Minutes

Date: December 1, 2020

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: The City Clerk has been reviewing the City's agendas and minutes. Upon review, it was determined that the minutes for the August 5, 2014 City Commission Budget Workshop were not completed and approved. Mrs. LaRowe has completed the minutes and has attached them for approval.

Funding: NA

Requested Motion: Motion to approve the August 5, 2014 City Commission Budget Workshop Minutes.

Attachments: 1. 08052014 CC Minutes

DRAFT
City Commission Meeting
Budget Workshop
August 5, 2014
2:00 p.m.

ELECTED OFFICIALS PRESENT:

Maria Lowe, Mayor
Melinda Pletcher, Vice Mayor, Commissioner, District 4
Terri Finnerty, Commissioner, District 1
Rick Falkenstein, Commissioner, District 2
Gregory Premer, Commissioner, District 3

STAFF PRESENT:

Elaine Edmunds, Interim City Manager
Rebecca C. Haynes, City Clerk

Mayor Lowe called the meeting to order at 2:00 p.m., followed by the Pledge of Allegiance

1. REVIEW OF PROPOSED FISCAL YEAR 2015 BUDGET

This discussion is continued from August 4, 2014.

Ms. Edmunds, City Manager, discussed follow up items from yesterday's meeting. There was a survey conducted recently regarding salaries of elected officials in Pinellas County. Based on this information, if the Commission wanted to take action, it would need to be a referendum. More discussion will be had on Monday at the budget meeting. Mayor Lowe asked that the survey be made a part of the agenda packet for Monday so that the public can be noticed appropriately.

Ms. Edmunds followed up with information requested about the Neighborly Care Network. They have provided the City with information that shows their request of approximately \$10,000.00. The City traditionally gives them \$8,000.00. The information that the Network provided identifies a cost in serving residents of about \$25,000.00. The consensus was to continue with the budget of \$8,000.00 to the Neighborly Care Network for the Fiscal Year 2015 Budget.

The Commission discussed the annual donation of \$750.00 from the City to the Society for the Prevention of Cruelty to Animals (SPCA). The SPCA sent an email to staff outlining the services that they provide the City. Mayor Lowe stated that, based on yesterday's discussion, the SPCA would potentially submit an application to the City for their request of donation; the application process was discussed. After discussion, it was decided to keep the request to the side, not to be budgeted specifically. The Commission will keep with the recommendation of the Finance and Budget Committee of a donation of \$3,000.00 to the Historical Museum and \$8,000.00 to Neighborly Care.

Ms. Edmunds discussed the comparison of the City Attorney fees and how much is spent in the City annually in comparison to local municipalities. In the comparison of eight other municipalities, including the City of St. Pete Beach, St. Pete Beach budgets the most annually for City Attorney fees at \$400,000.00 annually.

Ms. Edmunds proceeded with a quote that was received for contracted time for Planning Services in the Community Development Department. The quote is for 20 hours a week and \$10,000.00 a month for their services to the City. This is only during the transition period as the City works on hiring a Community Development Director. There would need to be funds added to the budget for these services. After discussion, it was agreed to add \$8,000.00 to the Professional and Contractual budget.

Library Division FY 2015 Budget Discussion:

Ms. Edmunds discussed the one part-time Library Page position that was being moved to full-time and is the lowest paid position in the City. She opined that this is contributing to the inability to keep an employee in the position consistently. She indicated that there is currently one staff member that has her Master's in Library Science that has taken that position to full time. Discussion ensued regarding the salaries of other Library Page positions in Pinellas County. In regard to the increase in the operating budget, Ms. Edmunds informed the Commission of the credit card fee since the Library can take credit cards now. Staff is looking at a company to work with so that the City does not absorb the credit card fees; instead, the customer would.

Fire Department FY 2015 Budget Discussion:

A discussion of budgeted positions was had between the Fire Chief, the City Manager and the Commission. Both the Fire Chief and the Fire Marshall are scheduled to retire mid-2015 with the intent of not filling the Fire Marshall position; instead, the new Fire Chief would take on both roles.

A new line item that was added to the budget was for future equipment reserves. This will allow for money to be set aside for the purchase of new equipment for the Fire Department in the future. The Fire Chief indicated that the need for replacement of major equipment will begin in the next five years over a 15-year period.

Discussion of the positions in the top-level management of the Fire Department were discussed. The Fire Chief explained the District Chief versus the Fire Chief. A lengthy discussion was had regarding personnel at both fire stations along with the different levels of employees. It was acknowledged that the Department does seem top heavy. Mayor Lowe opined that it is imperative that a Fire Marshall be hired once the new Comprehensive Plan is adopted. The Fire Chief and the Commission discussed funding from Pinellas County for fire services and EMS. Mayor Lowe asked that the Fire Chief and/or City Manager attend the upcoming Pinellas County Commission meeting.

Facility maintenance was discussed in regard to the Pass-A-Grille Fire Station. There is a reserve for the purchase of new Fire Department vehicles, should there be a reserve for the facility maintenance of the Fire Stations? The Fire Chief estimates approximately \$3M for the renovation of the Fire Station in Pass-A-Grille. It was considered to include Fire Department Maintenance in the Capital Improvement Plan (CIP).

City Manager Edmunds informed the Commission that, according to the Fire Union Contract that was negotiated, the Fire employees will receive a \$1,000.00 lump sum payment this Fiscal Year and then in Fiscal Year 2016 the employees will go back into the established step plan.

Mayor Lowe recessed the meeting at 4:08 p.m.

Mayor Lowe reconvened the meeting at 4:15 p.m.

PUBLIC SERVICES FY 2015 BUDGET DISCUSSION:

City Manager Edmunds informed the Commission that there are no changes to personnel for this cost center. She noted that the largest cost to the fund is for the services of the Pinellas Suncoast Transit Authority (PSTA). The cost increased from \$423,000 to \$445,915.00. Ms. Edmunds called regarding the increase and was told that there was an overall five (5) percent increase in their service. However, the largest increase was to the Demand Response Transportation (DART). Per the Agreement, the City cost shares with Treasure Island (2/3 City is St. Pete Beach and 1/3 Treasure Island); St. Pete Beach cost this Fiscal Year is \$432,000 for PSTA Service and the DART Service is not charged with a fixed rate. DART services are assessed based on the usage; therefore, every

year it can fluctuate. Last year, the City paid approximately \$7,000 with this year the cost increasing to over \$13,000. Ms. Edmunds reminded the Commission of the “Green Light” vote that is coming up; if this passes, the City will not be responsible for the annual PSTA fees, it will be paid with the Penny Tax.

The cost of planning and engineering was discussed, specifically as it pertains to City projects and what the Public Services Director and staff contribute to this area. The Director stated that the current budget of \$3,000.00 is not enough for the coming year. The Director recommended an increase to \$20,000 for planning and engineering services for the coming fiscal year.

Ms. Edmunds addressed the reason for the increase to the Building Maintenance budget over last fiscal year, she noted that the change is mostly due to the cost of the Police Department being migrated into this budget. This cost is approximately \$80,000 annually. The insurance cost for the building is about half of the total annual cost; Ms. Edmunds does not see this insurance cost decreasing even if the City did get rid of the building [the building is vacant]. The annual cost for electricity in this vacant building was identified to be approximately \$36,000. The Public Services Director commented on the air condition/heating system. It is a newer system; however, the controls in the building are old.

Discussion of adding a vehicle reserve fund to the Public Services Department was had between Ms. Edmunds and the Commission. Ms. Edmunds stated that Public Services is on a rotation for vehicle replacement with approximately one vehicle a year being replaced. This year there are two vehicles scheduled to be replaced at approximately \$70,000.

There was an increase of \$40,000 to the Professional and Contractual Services in the Streets budget; the Public Services Director stated that the funding is an increase to the striping for parking. He stated that this is an area that has been reduced already. Decorating was discussed as a potential added cost; the Public Services Director indicated that there is not enough staff to keep up with the holiday décor. Commission discussed potential ways to save on decorating without having to cut it out entirely.

Vice Mayor Pletcher asked the Director for a copy of the status of the streets in St. Pete Beach and the schedule for paving. The Director stated that he did receive a revised report from the consultant and has started his review. He plans to have recommendations prepared for the CIP.

The Parks budget was discussed. Mayor Lowe commented on the need for a list of playground equipment and their life span in the City parks. A resident commented to her that the playground in Vina Del Mar needs to be repaired or replaced. The Public Services Director stated that there is a member on staff who is certified in playground inspection and goes to the different City parks annually to grade them and put recommendations in for upgrading, replacing, and repairing the equipment. He stated that the budget for the year in the Parks Fund is only \$75,000. There are some specific park projects budgeted in the CIP. To replace playground equipment, the Public Services Director stated that those funds would need to be budgeted in the CIP. The Public Services Director would like to see the budget for parks increased to at least \$100,000. The consensus of the Commission was to increase it to \$100,000 as requested.

Mayor Lowe discussed the increase to the streets overtime budget due to the assistance with picking up solid waste from the beach area, specifically the private owned areas. She stated that Code Enforcement needs to become more vigilant in talking with the hotels along the beach in cleaning up their garbage so that money is not spent on overtime for the City to have staff cleanup along private property. Unfortunately, due to lack of articulation in the City Code, enforcement is reluctant to fine private property owners. Commission agreed that better cleanup of the City Code needs to be a priority so that enforcement can do a better job.

Stormwater issues were discussed. The Public Services Director stated he has no staff to address this issue right now. He does not feel that it is right to create an enterprise fund that he cannot staff at this time. City Manager Edmunds agreed and stated that all money is going to Pass-A-Grille way right now for capital improvements. The Stormwater Fund is relatively new, it was created in 2009. The money that is being generated by the assessment has been used for Blind Pass Road and Pass-A-Grille improvements. Discussion ensued on reducing the funds that are dedicated to the CIP for the improvements so that one employee can be hired to work solely on stormwater issues. Ms. Edmunds indicated that this can be done; however, she reminded the Commission that adding an employee is an ongoing cost and will increase over the tenure of that employee. The Commission agreed on reducing the CIP “transfer” fund by \$60,000 so that an employee can be hired for stormwater.

Ms. Edmunds informed the Commission that the Wastewater Fund is having to borrow over \$2M to fund the projects in the City. The Financial Advisor is working to determine if this will be borrowed as a bond or as a State Revolving Loan Fund (SRF). Ms. Edmunds noted that there may be an increase to Wastewater to the resident. Discussion ensued on accurate funds to keep this Fund operating in the best way for the residents and the City. The Public Services Director identified projects for Wastewater in the coming year. Mayor Lowe requested a comparison of the charges for wastewater, stormwater, etc. for the City as compared to surrounding municipalities. The question was raised on the City approaching the County for them to “buy out” the City’s wastewater system. Pros and cons to this were discussed specifically as it relates to employee response to citizens complaints involving wastewater.

As projects are completed, the Public Services Director will be bringing back a “project recap” to the Commission. It can be done in a workshop style format for the public to attend and ask any questions they may have about the project and any projects that are still ongoing.

Mayor Lowe adjourned the meeting at 6:03 p.m.

MINUTES APPROVED:

AMBER M. LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

St. Pete Beach City Commission Agenda Report

Issue Considered: Pass-a-Grille Way Light Replacement

Date: December 1, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: As part of the Pass-a-Grille way street rehabilitation project, the Acorn style street lights on the east side sidewalk from 1st Avenue to 12th Avenue were replaced with white LED light fixtures. The power of the new lights was much stronger than the original lights and the residents in the neighborhood were very concerned about the intensity and harshness. Over the past year Duke Energy has added a new LED light fixture in an Amber color that is Sea Turtle approved by the FDEP. This project proposes to replace the white LED lights in the Acorn style fixtures with amber LED lights in a Sanibel fixture. The Sanibel fixture is the same as what is on Gulf Way and shields the light from passing horizontally into the adjacent homes on Pass-a-Grille Way.

Funding: Public Works: Administration - Planning & Engineering - 001-6101-519-5312

Requested Motion: I move to approve the removal of the white LED lights and Acorn fixtures on Pass-a-Grille Way from 1st Avenue to 12th Avenue and replace them with Sea Turtle approved amber LED lights with the Sanibel fixture.

Attachments: 1. Invoice from Duke Energy



INVOICE

Invoice: F3792366101
Invoice Date: 10/31/2020
Page: 1 of 1

Email sent to customer on 11/02/2020

Bill to: CITY OF ST PETE BEACH
CITY OF ST PETE BEACH
FINANCE DEPARTMENT, 155 COREY AVE
MIKE CLARKE
ST PETE BEACH FL 33706

Customer ID: 000201595
PO / Contract No:
Payment Terms: Net 30
Due Date: 11/30/2020

Amount Due: \$91,520.43

Invoice for work or services performed at: 170 31st Ave LITE ST PETE BCH FL

For questions about your invoice, please contact Mark A Ross at Mark.Ross@duke-energy.com

Line	Date of Charge	Description	Net Amount
1	10/30/2020	Customer contribution	\$91,520.43
Amount Due:			<u>\$91,520.43</u>

To pay electronically, please allow 24 hours from the time this invoice is received and use website <https://www.e-billexpress.com/ebpp/DukeEnergy>. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

i Please detach and return with your payment. Please indicate invoice number on check. **i**

Payment Coupon

Please make check payable to:

Duke Energy
PO Box 602880
Charlotte NC 28260-2880

ACH Instructions:

Wells Fargo - Florida
121000248
Duke Energy
002062640508238

Invoice Number: F3792366101

Corporation Code: 50226

Please Pay By: 11/30/2020

Customer ID: 000201595

Total Amount Due: \$91,520.43

Fed Tax ID # 56-2155481

CITY OF ST PETE BEACH
CITY OF ST PETE BEACH
FINANCE DEPARTMENT, 155 COREY
AVE
MIKE CLARKE
ST PETE BEACH FL 33706

Amount Enclosed



1806333739323336363130310000500091520435

St. Pete Beach City Commission Agenda Report

Issue Considered: Authorization to enter into an agreement with Florida Blue for group health insurance

Date: December 1, 2020

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: The City of St. Pete Beach currently provides group medical insurance benefits via Cigna. Cigna submitted a renewal quote 49% above current premium rates, an increase of approximately \$475,000.

Staff has aggressively evaluated all alternative options with the help of M.E. Wilson, the City's health insurance broker and consultant. Possible solutions included: shifting to a level-funded or balance-funded plan rather than fully insured; joining an intergovernmental cooperative such as Public Risk Management or Florida Municipal Insurance Trust; and evaluating the City's cost sharing arrangement for dependent coverage.

Following is a summary of the alternative proposals:

- Florida Blue, balance-funded (+15.5%)
- Florida Blue, fully insured (+20.4%)
- Humana, fully insured (+21%)
- Florida Blue, via Public Risk Management (+22.12%)
- Aetna declined to quote
- United Healthcare declined to quote
- Florida Municipal Insurance Trust declined to quote

The recommended course of action is to accept the balance-funded plan from Florida Blue while revising the funding methodology for single employee and dependent coverage.

Currently, the City funds the high-tier plan option and applies the corresponding funding level to all other plan selections. This is inconsistent with the City's personnel regulations and labor contracts, which call for the low-tier plan to be funded. An immediate shift to bring the health insurance program into compliance with the City's policies would substantially impact the cost of dependent coverage. Staff is therefore

recommending a phased and gradual approach to correct the cost sharing arrangement. The transition plan would include the following steps:

- 1. Fund single employee coverage at the mid-tier plan in 2021 rather than the high-tier plan.
- 2. Fund dependent coverage based on the high-tier plan in 2021, and step dependent coverage down to the mid-tier plan in 2022.
- 3. Effective 2023, fund single employee coverage and dependent coverage at the low-tier plan rates as stipulated by the City’s personnel regulations and labor contracts.

Funding: The net effect of all changes is a 15.5% rate of increase for the City (approximately \$120,000), which can be managed based on the 10% estimate included in the budget and by applying the General Fund balance sheet insurance stabilization reserve of \$51,454. The balance-funded plan structure will also allow the City to capture any favorable plan experience with a true-up credit that would be applied to fiscal 2022 coverage.

Requested Motion: “I move to authorize the City Manager to enter into an agreement with Florida Blue for group health insurance.”

Attachment: N/A

Reviewed by the City Manager: _____

St. Pete Beach City Commission Agenda Report

Issue Considered: Public Hearing Ordinance 2020-24 Outdoor Dining and Drinking Areas

Date: December 1, 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. This Ordinance was first heard on 10 November 2020 and was approved.

Funding: N/A

Requested Motion: Motion to adopt 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.

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. 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:

[***]

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.

- (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

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.

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.

[***]

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.

- (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.

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. 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.

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.

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.

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2020-25: An Ordinance of the City of St. Pete Beach, Florida Amending Chapter 66, Pensions and Retirement, Article II, General Employees' Retirement System, Division 1, Generally, of the Code of Ordinances of the City of St. Pete Beach; Amending Section 66-27, Membership; providing for severability; providing for codification; providing for the repeal of all Ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date.

Date: December 1, 2020

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: The intent of Ordinance 2020-25 is to limit participation in the City's defined benefit pension plan by eliminating election provisions currently available to non-represented employees. The requested changes will limit participation to employees represented by the Communication Workers of America labor union. The city manager, department directors, and "MAPS" employees (Managerial, Administrative, Professional, and Supervisory) will continue to participate in the City's defined contribution 401(a) plan rather than the traditional pension.

Funding: There is no actuarial cost associated with these changes, as stated in the attached impact letter. The changes will take effect as of October 1, 2020 and any employees currently participating in the General Employees' Retirement System will continue to do so.

Requested Motion: "I move to adopt Ordinance 2020-25."

Attachment: Ordinance 2020-25
Actuarial impact statement

**Reviewed by the
City Manager:** _____

September 14, 2020

VIA EMAIL

Kim Kilgore, Plan Administrator
City of St. Pete Beach
General Employees' Retirement System
2503 Del Prado Blvd. S., Suite 502
Cape Coral, FL 33904

Re: City of St. Pete Beach General Employees' Retirement System

Dear Kim:

We have reviewed the proposed Ordinance amending Section 66-27, Membership, as follows:

- City employees hired after October 1, 2020 who are employed as city manager, positions characterized as "department directors" or "MAPS employees" are not eligible for membership in the above referenced plan.

We have determined that adoption of the proposed ordinance will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA

cc: Bonni Jensen, Board Attorney

Ordinance 2020-25

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE II, GENERAL EMPLOYEES' RETIREMENT SYSTEM, DIVISION 1, GENERALLY, OF THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH; AMENDING SECTION 66-27, MEMBERSHIP; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Chapter 66, Pensions and Retirement, Article II, General Employees' Retirement System, Division 1, Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended to read as follows:

Sec. 66-27. - Membership.

(a) Conditions of eligibility. Conditions of eligibility of members in the general employees' retirement system shall be as follows:

(1) All members of the system on September 2, 1992 shall continue participating under this article. Beginning October 1, 1992, all current and future new general employees shall become members of this system as a condition of employment unless they are employed as the city manager or as "department directors," or "MAPS employees" as defined in the City [of] St. Pete Beach Personnel Rules and Regulations Manual, and they elect not to participate, pursuant to subsections (1) and (2) below. Effective October 1, 2020, City employees hired after that date who are employed as city manager, positions characterized as "department directors" or "MAPS employees" as defined in the City of St. Pete Beach Personnel Rules and Regulations Manual are not eligible for membership in this plan but shall become eligible for the City's deferred compensation plan under Internal Revenue Code section 457(b).

(2) ~~Notwithstanding paragraph (1) above, Effective October 1, 1992 through September 30, 2020, employees in positions characterized as "department directors" were entitled to may, upon employment, notify the board and the city, in writing, of their election~~

to not be a member of the system. This election ~~was~~ is an irrevocable, one-time election. Current employees of the city are not eligible for the opt-out provided for herein. In the event of any such election, they shall be barred from future membership in the system, and they shall become eligible for the city's deferred compensation plan under Internal Revenue Code section 457(b). Contributions to the plan in accordance with section 66-69 shall not be required, they shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and they shall not be eligible for any other benefits from the plan.

(3) ~~Notwithstanding paragraph (1) above, Effective October 1, 1992 through September 30, 2020,~~ employees in positions classified in the St. Pete Beach Personnel Rules and Regulations Manual as "managerial," "administrative," "professional," or "supervisory" (commonly referred to as "MAPS employees") ~~were entitled to may,~~ upon employment, notify the board and the city, in writing of their election to opt out of participation in this plan. This election was an irrevocable, one-time election. Current employees of the city are not eligible for the opt-out provided for herein. In the event of any such election, he shall be barred from future membership in the system. Contributions to the plan in accordance with section 66-69 shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan.

SECTION 2. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 3. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid, unlawful, or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding of any part.

SECTION 4. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 5. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

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

Alan Johnson, Mayor

I, 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

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

Issue Considered: First Read Ordinance 2020-26 Towing and Impoundment

Date: December 1, 2020

Prepared By: Dickman Law Firm, City Attorney

Through: Dickman Law Firm, City Attorney

Summary of Issue: A scrivener's error was made on Ordinance 2020-22 regarding sections 82-275 and Reserved Sections 82-272 through Section 82-300. This Ordinance amendment is to correct that error.

Funding: NA

Requested Motion: Motion to approve the first reading of Ordinance 2020-26.

Attachments:

1. 2020-26 SPB Ordinance - Sale of Impounded Vehicles

Ordinance 2020-26

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 82 – TRAFFIC AND VEHICLES, ARTICLE IV – IMPOUNDMENT OF CERTAIN VEHICLES, AMENDING SECTION 82-275 – SALE OF IMPOUNDED VEHICLES; SECTIONS 82-272 – 82-300 - RESERVED; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Commission has determined that the specified amendment to the Code of Ordinances is in the best interests of the citizens of the City of St. Pete Beach; and

WHEREAS, the City Commission of the City of St. Pete Beach has determined that the specified amendment to the Code of Ordinances is necessary to ensure consistency with Florida Statutes.

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

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

SECTION 2. The provision in this Section pertaining to the City’s Code of Ordinances is amended as follows:

Sec. 82-2752. – Sale of impounded vehicles.

Sec. 82-2723 – 82-300. - Reserved.

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for

any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 7. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 8. Effective Date. This ordinance shall take effect immediately upon adoption.

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

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

Alan Johnson, Mayor

I, 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.

St. Pete Beach City Commission Agenda Report

Issue Considered: Resolution 2020-59 Engineering and Consulting Services Contracts

Date: December 1, 2020

Prepared By: Kathy Kapusta, Procurement Manager

Through: Vincent Tenaglia, Assistant City Manager

Summary of Issue: The Consultants' Competitive Act (CCNA) dictates the process that must be followed in order to contract services for certain professional service disciplines. Under this premise, the City issued Request for Qualifications-Engineering and Consulting Services on September 2, 2020 and subsequently received 18 Statements of Qualifications for all five disciplines advertised, including: 1) planning and resiliency, 2) roads and water management, 3) resiliency services, 4) vertical management, and 5) survey services.

An evaluation committee was formed to review and score the submitted Statements of Qualifications. The submittals were evaluated in accordance with the criteria below:

- Qualifications of the Project Team
- Qualifications of the Sub-Consultants
- Firm's Experience Working on Public Works Projects
- Firm's Experience Working with the City of St. Pete Beach
- Quality Assurance Control Program/Policy
- Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focus requested by the City
- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts.
- Location of Firm
- Quality of Statement of Qualifications-firm met all requirements requested under Submission of Submittals

The selected Firms will allow the City to proactively maintain and improve infrastructure that meets the future needs of the City by ensuring that numerous pre-qualified firms can provide the full spectrum of engineering services given any project.

Authorization of Resolution 2020-59 would allow the City to start negotiations and enter into contracts with the following firms for Engineering and Consulting Services:

Alpha Corporation: for Planning and Resiliency services

Cardno, Inc: for Planning, Roads & Water Management, and

Resiliency services

George F. Young: for Planning, Roads & Water Management, and Survey services

Halff Associates, Inc: for Vertical Construction, Planning, Roads & Water Management, Resiliency services

Hyatt Survey Services, Inc: for Survey services

Kimley-Horn and Associates, Inc: Vertical Construction, Planning, Roads & Water Management, and Resiliency services

Funding: No funding requested at this time

Requested Motion: "I move to approve Resolution 2020-59 authorizing the City Manager to enter into contract negotiations and execute contracts with selected firms for Engineering Services."

Attachments: 1. Resolution 2020-59

RESOLUTION 2020-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH SELECTED FIRMS FOR ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH SELECTED FIRMS FOR ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, request for qualifications (RFQ), titled Engineering and Consulting Services, was issued by the City of St. Pete Beach on September 2, 2020; and

WHEREAS, the City's selection committee has reviewed and ranked selected engineering firms in the disciplines of vertical construction, planning, roads and water management, resiliency, and surveying; and

WHEREAS, the Consultants' Competitive Negotiation Act (CCNA) dictates the process for the selection of engineering firms; and

WHEREAS, CCNA requires a separate negotiation process subsequent to the selection of qualified engineering firms.

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

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

SECTION 2. The City Commission hereby authorizes the City Manager to enter into contract negotiations with selected qualified engineering firms.

SECTION 3. The City Commission hereby authorizes the City Manager to execute contracts with selected qualified engineering firms.

SECTION 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2020.

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

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney