



CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, March 23, 2021
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations
 - a. Oath of Office:
 - Mark Grill/District 2
 - Melinda Pletcher/District 4
2. Changes to the Agenda
3. Audience Comments - Comments shall be limited to 3 minutes per person
4. Consent
 - a. Replacement of Ballfield Fence at Egan Park
 - b. Shenandoah General Construction LLC Services Agreement
 - c. Street Closure - 16th Ave
 - d. Street Closure - 76th Ave
 - e. Property Purchase Contract 7300 Boca Ciega Drive
5. Action Items
 - a. Hurley Park Sidewalk and Concrete Repairs at the Warren Webster Building
Request approval of the proposal under the existing unit price contract with Gilliam Construction LLC, in the amount of \$113,744.25, for Hurley Park Sidewalk and Concrete Repairs to the Warren Webster Building.

Action Request: Motion to approve the proposal under the existing unit price contract with Gilliam Construction LLC, in the amount of \$113,744.25, for Hurley Park Sidewalk and Concrete Repairs to the Warren Webster Building.

b. City Manager Performance and Contract Review
Review of the City Manager's Performance and Contract

Action Request: Motion to approve that the City Manager's annual salary be adjusted from \$190,000 to _____, effective on his anniversary date of April 1, 2021 and a contract extension until March 31, 2024.

c. Continual COVID-19 Sanitation by Florida Cleaning Bee at City Facilities and Parks
Request for the continual sanitation at City Facilities and Parks by Florida Cleaning Bee.

Action Request: Motion to approve authorization of expenditures in the amount of \$33,600 for the continuation of Covid-19 sanitation at City Facilities and Parks.

6. Ordinances

a. First Reading Ordinance 2021-07: Rental Fees, Deposits, and Pool Admission
AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR AMENDMENTS TO APPENDIX A OF THE CODE OF ORDINANCES; AMENDING, DELETING, AND ESTABLISHING FEES AND MEMBERSHIPS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2021-07.

7. Resolutions

a. Resolution 2021-07: Surplus City-Owned Assets
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE DISPOSAL OF SURPLUS CITY-OWNED ASSETS; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2021-07.

8. Items for Discussion

- a. Beach Stewardship Committee Recommendations
- b. Replacement Program for the Memorial Beach Bench Program
- c. Discussion: Resolution Florida League of Mayors Preemptions of Municipal Home Rule Powers

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.

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present, or do not feel comfortable appearing in person, due to COVID. If a member of the public would like to provide the City with comments for the meeting, they may do so by emailing the City Clerk by 5:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org, or they may join the meeting via ZOOM by using the information below:

URL: <https://zoom.us/j/86739979177>

Meeting ID: 867 3997 9177

Phone #: (929)-205-6099

The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall or www.stpetebeach.org.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Replacement of Ballfield Fence at Egan Park

Date: March 23, 2021

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The City Commission approved expenditures toward the replacing the ballfield fencing at Egan Park in the FY2021 Budget. Smith Fence, USA Fence and Allied Fence of Tampa Bay were all contacted for a proposal and assessed the property. We received 2 proposals. They are as follows:
USA Fence: \$127,122
Allied Fence: \$59,335
Smith Fence: Did a site visit but did not submit a proposal
West Florida Fence: \$58,909.50

Staff is recommending approval to accept the proposal from West Florida Fence in the amount of \$58,909.50.

Funding: 301-8000-590-0043

Requested Motion: I move to accept the proposal with West Florida Fence in the amount of \$58,909.50 to replace the ballfield fence at Egan Park

Attachments: 1. Egan Fence Quotes

7027

Allied Fence

of Tampa Bay

4151 - 116th AVENUE NORTH, CLEARWATER, FL 34622

Hillsborough (813) 886-5097 License #: 104321.000

Pinellas (727) 631-0092 License #: C-8464

Pasco (727) 815-1513 License #: 605459

Manatee (841) 730-5745 License #: MC01032

Fax (813) 886-5849

Website: www.alliedfence.comEmail: estimation@alliedfence.com☐ Phonebook☐ Referral☐ Repeat Customer☐ OnlineDate: 7-16-2020

P.O. #:

CUSTOMER INFORMATION

Name: ST. Pete Beach
 Address: 155 Corey Ave
 City: St. Pete Beach, FL 33706
 ATTN: manly
 Phone: 727-363-9248
 Email:

Installation promised within 21 working days**CHECK TYPE OF FENCE**

☒ Chain Link - ☐ Gal/VC ☐ Gal/11.5ga ☐ P.T. Pine Wood
☐ Cypress Wood ☐ Custom Fence ☐ PVC Fence - White / Tan
☐ Ornamental Steel or Aluminum ☐ Other

SPECIFICATION OF MATERIALS

Diameter T Posts _____ Diameter L Posts _____
 Top Rail _____ Barb Wire _____
 Bottom Wire _____ Concrete _____
 Walk Gate _____ Drive Gate _____
 Roll Gate _____ Gate Post _____
 Height _____ Overall Length _____
 Other Specifications _____

ALL POWER AND CONDUIT FOR GATE OPERATORS TO BE PROVIDED BY CUSTOMER

ALLIED FENCE OF TAMPA INSTALLERS ARE NOT RESPONSIBLE FOR UNDERGROUND SEWER, ELECTRIC, TELEPHONE, WATER OR SPRINKLER LINES

TYPE OF TERRAIN (Circled) ☐ Customer's Choice

Level Earth / Hilly / Asphalt / Concrete / Rock

Who moves obstruction: Customer / Allied Fence

Type of Obstructions: Old Fence / Trees / Branches / Shrubs

Did estimator mark all fence lines?

Centers _____ Face: IN / OUT

Follow Grade / Split Grade / High Grade / Trench

Special Equipment Necessary?

1st QUALITY WOOD FENCE: RESIDENTIAL - 2 YEAR LIMITED WARRANTY ON LABOR AND MATERIAL; PVC FENCE - 2 YEAR LIMITED WARRANTY ON LABOR (MATERIAL WARRANTY PROVIDED BY MANUFACTURER; ASK FOR WARRANTY CARD); CHAIN LINK: RESIDENTIAL - 5 YEAR LIMITED WARRANTY ON LABOR AND MATERIAL; ALL COMMERCIAL FENCE - 1 YEAR LIMITED WARRANTY (SEE WARRANTY CARD)

Special Instructions: Backstop fence \$44,000.00
Remove Backstop fence \$5,000.00
12' Tennis court wire Black - 103' 8" gal chain link
repair out field fence \$10,335.00

Materials

Misc.

Tax

Permit

Labor

Removal

Total

Deposit

Balance

All included☐ Visa ☐ MasterCard ☐ Discover

Card Number

Exp. Date

V-Code

APPROVED & ACCEPTED BY CUSTOMER
(including all standard terms on reverse side hereof)

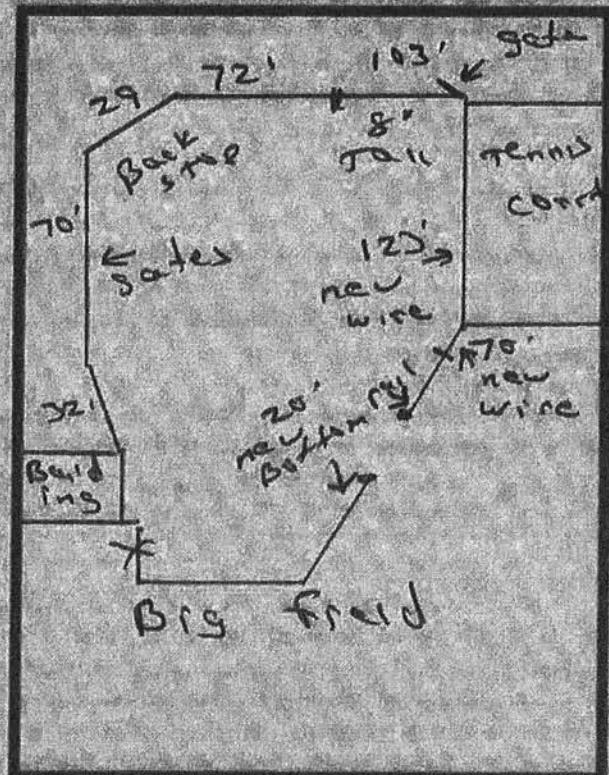
Customer Signature

Date

Doug 813-784-5717

Salesperson Signature

Date



DATE SUBMITTED 02/18/2021
CONT #
DATE ORDERED
DATE PROMISED

PROPOSAL

USA FENCE co.

2001 North 40th Street - Tampa, FL 33605-4547
Ph. (813) 677-4411 - Fax (813) 671-3211
(800) 741-1715

BILL TO City of St. Pete Beach - Parks and Recreation - Attn: Mandy Edmunds	
ADDRESS 155 Corey Avenue	
CITY St. Pete Beach, FL 33706	Mandy's Cell
JOB LOCATION 9101 Blind Pass Road, St. Pete Beach, FL	PHONE (727) 363 - 9246
DESCRIPTION OF WORK Removal and replacement of one backstop at community park	
DATE OF PLANS	ARCH
BUYER'S AGENT Ray Glunt	PHONE (727) 363 - 9208

TOTAL INSTALLED PRICE \$ 127,122.00 Good Until 3/15/2021

TERMS 50 % Down

BALANCE UPON COMPLETION

DESCRIPTION

Demolition, Removal, and Disposal of one existing backstop at a community park		
Install new backstop, of similar construction:		
4" Main Posts 30' out of ground, 5-8' in ground		
1 5/8" Sch 40 cross members, welded to each		
4" Main Post. All sections are 7 - Rail, except for the three behind the plate, those are 8 - Rail		
On the three sections behind the plate, vertical supports are to be welded to prevent fence from bending and bowing due to baseballs.		
1 - 9'6" Wide x 16' High, Single Swing Gate		
2 - 4' Wide x 7' High, Single Swing Gate		
1st 10' of Wire is Extra Heavy Duty 6 gauge remainder of fence (20' High) is 9 gauge		
	\$127,122.00	
* Special conditions will apply *		

CHAIN LINK FENCE

Total Height Approximately 30' High
Post Spaced 10' Max
Style Fence Galvanized Chain Link
Gauge ☒ 9 ☐ 1 1/2
Knuckled ☐
Safeguard ☒
Top Rail 1 5/8", Galvanized Sch 40 O.D.
Line Post 4", Galvanized Sch 40 O.D.
End Post 4", Galvanized Sch 40 O.D.
Corner Post _____ O.D.
Walk Gate Post _____ O.D.
Drive Gate Post 4", Sch 40 O.D.
Gate Frames 1 5/8", DQ 40 O.D.

WOOD/VINYL/ALUMINUM

Style _____
Height _____
Post _____
Walk Gate _____
Drive Gate _____
Stockade ☐ 6" ☐ 4" ☐
Hor. Shadow Box ☐ 6" ☐ 4" ☐
Vert. Shadow Box ☐ 6" ☐ 4" ☐
Pres. treated ☐
Special ☐ _____
Split Rail ☐ 2 ☐ 3 _____

SUBJECT TO ACCEPTANCE OF CONTRACT

Salesman Ken Ross (813) 344 - 7939

www.MvUSAFence.com



West Florida Fence
6500 E. Broadway Ave.
Tampa, FL 33619
P 813-213-3297 F (813) 251-5997
wes@westfloridafence.com
www.westfloridafence.com

Proposal

Quote ID: SQ2021-00283
Quote Date: 3/9/2021
Expiration Date: 3/16/2021

EGANS BASE BALLFIELD

Client	City of St. Pete Beach	Point of Contact	Mandy Edmunds
Jobsite Address	155 Corey Ave St. Pete Beach, FL 33706 USA	Sales Person	Frank Gavaghan frank@westfloridafence.com

Scope of Work

Remove the existing back stop and dugouts.

Install 196' of 30' tall baseball back stop w/ two 7'h x 4'w single swing gates.

Install 91' of 7' tall dugout fence.

Material Specs:

Schedule 40 4" Back Stop post concreted in ground 5' deep.

Schedule 40 1-5/8" railing welded to 4" back stop post.

The first 10' of wire to be 6ga and the remainder of 20' to be 9ga.

Directly behind home plate in between the three rail sections from the ground up weld vertical supports to prevent the chain link fabric from bending and bowing.

Signatures

Signature	Print Name & Title	Date	Total	58,909.50
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Terms & Conditions

West Florida Fence (A Division of Diversicon, LLC)
GENERAL CONDITIONS

- PAYMENT OF INVOICES** - Payment is due within 30 days of receipt of invoice. CLIENT acknowledges that the professional services agreed to and/or resulting improvements shall entitle West Florida Fence to a lien against the property. West Florida Fence shall be entitled to a lien on all property abutting said improvement to protect its claim for payment.
- WAIVER OF SUBROGATION** - If a waiver of subrogation is required, please add \$350.00 to the quoted fee.
- EXCLUSIONS** - Contractor assumes no responsibility for problems or damage due to natural causes, unknown or concealed conditions (included, but not limited to rock, water, clay pan, fill dirt or other obstacles encountered in excavation and/or construction work), any condition or cause beyond Contractor's control including but not limited to failure of suppliers to provide materials, weather conditions, vandalism, acts of God, war or civil disturbance, any work that is in conformity with any manufacturer warranty, standards or recommendations or in conformity with industry standards, the condition of the Property where such condition is not caused by services performed by Contractor hereunder, any failure of Owner to fulfill any of its responsibilities under this Contract, and any delays from permitting. This contract specifically does not include the following and additional costs may be incurred relating to these items:
 - Surveying and staking property lines or any encroachments if staking is not provided.
 - Fence line preparation including site work, clearing, and grading unless specifically included in proposal.
 - Locating, marking or relocation of underground utilities including irrigation systems or any damage to such if not properly marked.
 - Repair, replacement, relocation, or reinstallation of adjacent or conflicting landscaping, sod, mulch, pavers, lighting, irrigation, unmarked secondary utilities (power, water, irrigation), or any items attached to fence being removed.
 - Existing conditions that deviate from 1 foot below grade.
 - Removal of unsuitable soil or materials including organic materials, roots, stumps, landscape or construction debris, or other trash excluding Contractor's materials.
- The Client agrees give to provide WFF access to the work area for the defined period of time. If the Client fails to make the work area available to WFF as scheduled, the Client has breached this Agreement and agrees to compensate WFF for re-mobilization and other reasonable costs incurred by WFF associated with the delay.
- WARRANTY** - The above work is covered by a one year warranty for the workmanship, which does not include unusual weather events, acts of God, or work contracted by the owner but performed by others in this same scope of work area, nor the integrity of the products themselves which is covered under a separate manufacturer's warranty.
WOOD DISCLAIMER - Wood fencing is a natural product that in harsh/humid weather can fade, warp, rot, splinter, and shrink and these materials are not covered by a manufacturer's warranty.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Shenandoah General Construction LLC Services Agreement

Date: March 23, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Shenandoah is under contract with the City of Clearwater and the contract allows for piggybacking options. The scope of work contains competitively bid unit prices for stormwater outfall cleaning and maintenance services that are required by the City of St. Pete Beach. The City of St. Pete Beach will piggyback on the City of Clearwater contract and enter into a purchase agreement with Shenandoah to perform outfall cleaning and clearing. The duration of the purchase agreement will be for the contract base bid period which is approved to September 30, 2021 and two one-year extensions. Task orders will be issued in each fiscal year in amounts not to exceed the approved program amount for that fiscal year.

Funding: Stormwater - R&M - Other (103-6108-537-5469)

Requested Motion: I move to approve the services agreement with Shenandoah General Construction LLC in an amount not to exceed the annually approved budget for stormwater outfall clearing and cleaning program through September 30, 2021, including two additional one-year extensions thereafter.

Attachments: 1. Draft Services Agreement

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

STORMWATER PIPE CLEANING AND BARNACLE REMOVAL

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

WHEREAS, Contractor is currently under contract with the CITY OF CLEARWATER for 2021 STORMWATER PIPE CLEANING (the "Clearwater Contract"); and

WHEREAS, the City desires to purchase from Contractor Stormwater Pipe Cleaning and Barnacle Removal; and

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

WHEREAS, the Contractor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the City of Clearwater 2021 Stormwater Pipe Cleaning Contract; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 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 Contractor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
5. Contractor shall deliver the goods, or provide the services, described herein no later than September 30, 2021 ("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 Contractor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
7. Upon Contractor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.
8. Contractor fully warrants the title to any and all goods provided hereunder and agrees to defend the same against all claims whatsoever. At the time of delivery, Contractor shall furnish

to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

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 contract.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

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 Contractor.

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

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

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

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

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

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. Contractor's "piggy-back" contract (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. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

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 Contractor:

Shenandoah General Construction LLC
Attn.: David DiMura
1888 NW 22 Street
Pompano Beach, FL 33069

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.

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

[SIGNATURE PAGE TO FOLLOW]

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

Shenandoah General Construction LLC

City of St. Pete Beach:

Signature: ,

Signature: _____

By: Daniel DiMura

By: _____

Its: Vice President

Its: _____

Date: March 8, 2021

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”

(Contractor’s “Piggy-Back Contract)

City of Clearwater

2021 Stormwater Pipe Cleaning

20-0019-EN

Copy of Piggy-Back Contract is located at the City of St. Pete Beach City Clerk’s Office.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Street Closure - 16th Ave

Date: March 23, 2021

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: In addition to the street closure on Pass-a-Grille Way from 8th Ave to 10th Ave for Sunrise Service, the Pass-a-Grille Community Church is requesting to close 16th Ave from 5am to 11am on Sunday, April 4, 2021 to offer an additional service that allows for social distances and 2 service options.

Funding: N/A

Requested Motion: I move to approve the of Street Closure on 16th Ave from Pass-a-Grille Way to Gulf Way from 5am to 11am on Sunday, April 4, 2021

Attachments: 1. PAG Easter

Event Logistics

Estimated Attendance

350

(includes event crew, participants, and spectators)

This Year

Last Year (if Applicable)

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

The EMS and fire vehicle fees are listed below:

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

List all event activities: Easter Service

Electricity Needed ☐ Yes ☒ No Source: _____

Will portable restrooms be used? ☐ Yes ☒ No If yes () One ADA compliant toilet for every 10 per location

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) N/A

Parking Plan () Church Parking Lot and all parking on regular designated street parking areas

Food and Beverage:

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

Will there be food trucks? ☐ Yes ☒ No

If yes, please list the truck/trailer vendors

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

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

Other Food Vendors that are not a truck or trailer

N/A

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

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

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

N/A

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

N/A

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

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event?

☐ Yes

☒ No

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

Street Closures

Does Event require any Road or Sidewalk Closures?

☒ Yes

☐ No

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

Road	Start Intersection	End Intersection	Date	Times
16th ave	Pass-A-Grille Way	Gulf Way	4-4-21	5a-11a

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

none

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

6 Barricades

 Cones

 Trash Bins

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

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

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

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

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

Madeline Ales, Easter Chair

Print Name

Signature

Corporation Name (if applicable)

Date

EVENT APPLICATION FEES

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

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

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

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

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

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

OTHER FEES

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

Vehicle on the Beach permits is \$15.

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

City of St. Pete Beach Event Application Checklist

Please Include:

- ☒ Site Plan: Maximum Size of 8.5" x 11" including the following information
 - ☐ Location of food vendor area (s)
 - ☐ Tent locations and sizes
 - ☐ Location of food truck/trailers
 - ☐ Location of stage
 - ☐ Fuel storage/dispensing areas
 - ☐ Emergency access routes for LEO and Fire
 - ☐ Location of vending booths
 - ☐ Location of fire extinguishers & other life safety equipment
 - ☐ Description of sound amplification facilities or equipment
 - ☐ Location of alcoholic beverage consumption areas and vending
 - ☐ Location of Generators
 - ☐ Identify any fences/gates around the event
 - ☐ Table, chair and equipment layout
 - ☐ Location of portable restrooms
 - ☐ Location of designated protest area (if applicable)
- ☒ Traffic & Parking Plan w Map that includes: vendor parking, handicap parking, shuttle routes and times, shuttle drop off/pick up, and ride share drop off and pick up.
- ☒ Public Health Plan: Address plans for hand washing, signs and messaging regarding public health (social distancing, wash hands etc), face coverings, cleaning, disinfection, food service, shared objects and adequate supplies like soap, water, hand sanitizer containing at least 60 percent alcohol, paper towels, tissues, disinfectant wipes, cloth face coverings (as feasible), and no-touch trash cans.
- ☐ Safety Plan that includes vendor load in and out times
- ☒ Certificate of Insurance
- ☐ Copy of Impact Letter if closing streets for an event
- ☐ Written authorization from all private properties that are included in the event plan
- ☐ Outdoor Cooking Permit Application (if applicable)
- ☐ Temporary Structure Permit Application (if applicable)
- ☐ Building Permit Application (if applicable for stages)
- ☐ Vehicle on the Beach Permit Application (if applicable)
- ☐ Beach Fire Permit Application (if applicable)
- ☐ Tax Exempt Documentation (if applicable)
- ☐ Non-Profit Documentation (if applicable)

Please send completed application to:

City of St. Pete Beach

Jennifer McMahon, Parks and Recreation Director

155 Corey Ave

St. Pete Beach, FL 33706

Or email to: Rddirector@stpetebeach.org

727-363-9274 or fax at 727-363-9246



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
03/12/2020

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED U006500-Pass-A-Grille Beach Community Church 107 Sixteenth Avenue St. Pete Beach, FL 33706	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19437

COVERAGES

CERTIFICATE NUMBER: W15727844

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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		011971558 & 048409888	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:					GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COM/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					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				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N ☐ N/A				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)

Re: Annual Easter sunrise service

Please contact your Insurance Board Agent, UNITED CHURCH INS. SVCS. at (877) 597-8247, for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.

CERTIFICATE HOLDER**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

St Pete Beach

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St. Pete Beach City Commission
Agenda Report

Issue Considered: Street Closure - 76th Ave

Date: March 23, 2021

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: Quality of Life Community Services is requesting a street closure of 76th Ave from the west side of Walgreens parking entrance off of 76th Ave to Blind Pass Road on Saturday, April 3, 2021 from 3pm to midnight. This is a fundraiser for the non-profit. The event is a NCAA Final Four Watch Party. The closed off part of the street would be used to add additional seating to spread out to the outside.

Funding: N/A

Requested Motion: "I move to approve the street closure of 76th Avenue from the west side of Walgreens parking entrance off 76th Avenue to Blind Pass Road on April 3, 2021 from 3 p.m. to midnight."

Attachments: 1. Event Application



City of St. Pete Beach Event Application 2020

Applicant

Name of Applicant: Michael Moses Title (if applicable): _____

Name of Organization (if applicable): Quality of Life Community Services

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

Mailing Address: 7525 Blind Pass Rd. St. Pete Beach, FL 33706

Cell Phone: 727-638-7638 Email: moses@aioan.com

Event Information

Event Title: Final Four Watch Party Event/Organization Web Address: thecentre.spb.com

Event Location(s): 7525 Blind Pass Rd. St. Pete Beach, FL 33706

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

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>4/3/2021</u>	<u>Saturday</u>	<u>3pm</u>	<u>12 am</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 4/3/2021 Time(s) 12:00pm to 12:00am

Cleanup Date(s): 4/4/2021 Time(s) 12:00am to 12:30am

Description of Event: Final Four watch party

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

Event Logistics

Estimated Attendance

(includes event crew, participants, and spectators)

200

This Year

Last Year (if Applicable)

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

The EMS and fire vehicle fees are listed below:

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

List all event activities: _____

Electricity Needed ☐ Yes ☒ No Source: _____

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

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

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

Parking Plan (please be detailed and include on site map): street parking, on site parking

Food and Beverage:

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

Will there be food trucks? ☐ Yes ☒ No

If yes, please list the truck/trailer vendors

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

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

Other Food Vendors that are not a truck or trailer

N/A

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

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

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

N/A

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

N/A

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

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event?

☐ Yes

☒ No

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

Street Closures

Does Event require any Road or Sidewalk Closures?

☒ Yes

☐ No

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

Road	Start Intersection	End Intersection	Date	Times
76th Ave.	Blind Pass Rd + 76th Ave.	76th Ave + Walgreens parking	4/3/2021	12 pm - 12 am

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

N/A

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

4 Barricades

4 Cones

2 Trash Bins

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

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

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

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

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

Michael J. Moser
Print Name

[Signature]
Signature
3/8/2021
Date

Corporation Name (if applicable)

EVENT APPLICATION FEES

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

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

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

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

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

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

OTHER FEES

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

Vehicle on the Beach permits is \$15.

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

Winn Dixie Parking lot

Sidewalk

Grass



North

Open Pedestrian Area

76th Ave.

ENG
Open
Access

Blind Pass Rd.

FIRE LANE

Barbecue
sanitation station
Barbecue
Barbecue

Table
+
chairs
Barbecue

sanitation station
trash can

Beer
WINE
SODA

The Centre SPB
parking

The Centre SPB
outdoor seating

Sidewalk

The Centre SPB

Walgreens Parking
Lot

Walgreens

Public Health Plan for Events @ The Centre

The Centre is committed to creating a safe and healthy environment for our staff, patients and customers. Our commitment is outlined below:

1. Temperature checks upon entry.
2. Face coverings are required for entry.
3. 5 Sanitation stations are located within the building.
4. 2 Sanitation stations will be located outside during event which will include hand sanitizer containing at least 60 percent alcohol.
5. Social Distancing signs posted on each table in doors and outside.
6. Face Covering requirement signs posted throughout building.
7. Hand sanitizer bottles containing 60 percent alcohol located on tables.
8. Paper towels and tissues located on tables throughout location.
9. Covid cleaning service contracted before and after event.
10. Touchless trash cans are located within the building and 2 large touchless trash cans will be located outside.
11. Staff sanitizes high touch surface throughout event.
12. Staff sanitizes every POS system after every transaction.
13. Soap and water available in all bathrooms and kitchen areas.
14. All food handlers will wear masks and gloves. Flatware and utensils will be disposable.



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248132325
June 08, 2010 LTR 4168C EO
59-2201196 000000 00

00017404
BODC: TE

QUALITY OF LIFE COMMUNITY SERVICES
INC
5900 CENTRAL AVE STE J
ST PETERSBURG FL 33707



034164

Employer Identification Number: 59-2201196
Person to Contact: Paul M Perry
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 27, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 1984.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Property Purchase Contract 7300 Boca Ciega Drive

Date: March 23, 2021

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: At the January 26, 2021 City Commission meeting, it was agreed upon to allocate \$325,000 towards the purchase of the property located at 7300 Boca Ciega Dr. to expand the City Library and Corey Avenue parking. The purchase price for the property is \$315,000. The indicated value by sales comparison approach was at \$325,000. As part of the contract, the City has agreed to pay the taxes, fees and closing costs. The closing date is scheduled for May 1, 2021.

Funding: 301-8000-590-0051

Requested Motion: I move to authorize the City Manager to sign a contract for the purchase of the property at 7300 Boca Ciega Dr with Zeiler Properties, LLC.

Attachments: 1. Contract v 2 7300 Boca Ciega Dr

"AS IS" Residential Contract For Sale And Purchase THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



PARTIES: Zeiler Properties LLC, a Florida limited liability company ("Seller"),
and City of St. Pete Beach, a body politic ("Buyer"),
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
(collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 7300 Boca Ciega Drive, St. Pete Beach, 33706
- (b) Located in: Pinellas County, Florida. Property Tax ID #: 36-31-15-77994-054-0151
- (c) Real Property: The legal description is St Petersburg Beach Replat Blk 54, NE 1/4 of Lots 15 and 16 Less Alley on N
- together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.
- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are: N/A
- Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
- (e) The following items are excluded from the purchase: None

PURCHASE PRICE AND CLOSING

- 2. PURCHASE PRICE** (U.S. currency): \$ 315,000.00
- (a) Initial deposit to be held in escrow in the amount of (**checks subject to COLLECTION**) \$ 0
The initial deposit made payable and delivered to "Escrow Agent" named below
(**CHECK ONE**): (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Information: Name: Sanders Title Company
Address: 2958 First Avenue North St. Petersburg, Florida 33713
Phone: 727-328-7733 E-mail: stanley@sanderslawgroup.com Fax: 727-328-7744
- (b) Additional deposit to be delivered to Escrow Agent within N/A (if left blank, then 10) days after Effective Date \$ 0
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ 0
- (d) Other: N/A \$ 0
- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds \$ 315,000.00
- NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before N/A, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on See Pgh 20 ("Closing Date"), at the time established by the Closing Agent.

53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
57 period shall not exceed 10 days.
58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

- 62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
63 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed
64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices
65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of
66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,
67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
68 (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
69 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
70 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
71 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that
72 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery
73 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer
74 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
75 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to
76 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 77 **7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under
78 this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this
79 Contract.

80 **FINANCING**

81 **8. FINANCING:**

82 ☒ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's
83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

86 ☐ (b) This Contract is contingent upon Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other
87 (describe) loan within N/A (if left blank, then 30) days after Effective Date ("Loan Approval
88 Period") for **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph
89 2(c)), at an initial interest rate not to exceed N/A % (if left blank, then prevailing rate based upon Buyer's
90 creditworthiness), and for a term of N/A (if left blank, then 30) years ("Financing").

91 (i) Buyer shall make mortgage loan application for the Financing within N/A (if left blank, then 5) days
92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a
96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited
97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's
98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,
100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose
101 such status and progress, and release preliminary and finally executed closing disclosures and settlement
102 statements, to Seller and Broker.

103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to
105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been
106 unable to obtain Loan Approval and has elected to either:

- 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
108 (2) terminate this Contract.

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: See Paragraph 20

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)
- Other: See Paragraph 20

(c) **TITLE EVIDENCE AND INSURANCE:** At least 15 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

- ☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or
- ☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

- ☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
- (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- (e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by N/A at a cost not to exceed \$N/A. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**
- ☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
- ☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
- IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
- This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within 20 (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").
- 12. PROPERTY INSPECTION; RIGHT TO CANCEL:**
- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 15 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.
- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

- 14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

- 16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

- 17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

391 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
392 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
393 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
394 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
395 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
396 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
397 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
398 preparation of such prior survey, to the extent the affirmations therein are true and correct.

399 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
400 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
411 thereunder.

412 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
413 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
414 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
415 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
416 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
417 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges
418 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
419 paid or will be paid at Closing.

420 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other
421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur
423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property
424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|--|---|---|
| ☐ A. Condominium Rider | ☐ K. RESERVED | ☐ T. Pre-Closing Occupancy |
| ☐ B. Homeowners' Assn. | ☐ L. RESERVED | ☐ U. Post-Closing Occupancy |
| ☐ C. Seller Financing | ☐ M. Defective Drywall | ☐ V. Sale of Buyer's Property |
| ☐ D. Mortgage Assumption | ☐ N. Coastal Construction Control Line | ☐ W. Back-up Contract |
| ☐ E. FHA/VA Financing | ☐ O. Insulation Disclosure | ☐ X. Kick-out Clause |
| ☐ F. Appraisal Contingency | ☒ P. Lead Paint Disclosure (Pre-1978) | ☐ Y. Seller's Attorney Approval |
| ☐ G. Short Sale | ☐ Q. Housing for Older Persons | ☐ Z. Buyer's Attorney Approval |
| ☐ H. Homeowners/Flood Ins. | ☐ R. Rezoning | ☐ AA. Licensee Property Interest |
| ☐ I. RESERVED | ☐ S. Lease Purchase/ Lease Option | ☐ BB. Binding Arbitration |
| ☐ J. Interest-Bearing Acct. | | ☐ CC. Miami-Dade County Special Taxing District Disclosure |
| | | ☐ Other: _____ |

20. ADDITIONAL TERMS: 1. Buyer shall pay for the Owner's Title Policy of Insurance, Documentary Stamp Taxes on the Deed, Recording Fees for the Deed and other customary closing costs charged by the Escrow Agent. All other closing adjustments shall be in accordance with the provisions of the Contract.

2. There is currently a month-to-month tenant occupying the Property. Seller shall be responsible to arrange to terminate the lease and for the Property to be vacant and free of tenancies prior to Closing which shall be a condition precedent to Buyer's obligation to close title.

3. The Closing Date is scheduled for MAY 1, 2021. However, if the Property is free of tenancies sooner than MAY 1, 2021, the parties will schedule an earlier closing date.

4. The Statutory Warranty Deed shall include a restriction the Property can only be used as a municipal parking lot for a period of five (5) years after the Closing Date, after which the restriction shall no longer be in force and effect.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: City of St. Pete Beach, a body politic Date: _____

Buyer: _____ Date: _____

Seller: Helen Maxson, Manager for Zeiler Properties LLC, a Florida limited liability company Date: _____

Seller: _____ Date: _____

Buyer's address for purposes of notice

155 Corey Avenue
St. Pete Beach, Florida 33706

Seller's address for purposes of notice

8580 Gulf Blvd
St. Pete Beach, Florida 33706-1537

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Cooperating Sales Associate, if any

None

Cooperating Broker, if any

Listing Sales Associate

None

Listing Broker

Contracts and Riders can be obtained from Florida Lawyers Support Services, Inc. www.FLSSI.org (407) 515-1501

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Zeiler Properties LLC, a Florida limited liability company (SELLER) and City of St. Pete Beach, a body politic (BUYER) concerning the Property described as St Petersburg Beach Replat Blk 54, NN'ly 1/2 of Lots 15 and 16 Less Alley on N

Buyer's Initials _____ Seller's Initials _____

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

- _____ (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
☐ Known lead-based paint or lead-based paint hazards are present in the housing.
☐ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the Seller (CHECK ONE BELOW):
☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- _____ (c) Buyer has received copies of all information listed above.
- _____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (e) Buyer has (CHECK ONE BELOW):
☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- _____ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER Helen Maxson, Manager for <u>Zeiler Properties LLC</u>	Date _____	BUYER City of St. Pete Beach, a body <u>politic</u>	Date _____
SELLER _____	Date _____	BUYER _____	Date _____
Listing Licensee _____	Date _____	Selling Licensee _____	Date _____

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Hurley Park Sidewalk and Concrete Repairs at the Warren Webster Building

Date: March 23, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested a proposal from Gilliam Construction LLC for sidewalk installation at Hurley Park and waterproofing around the Warren Webster Building. A new stamped sidewalk will be installed along 16th Avenue from Pass-a-Grille Way to Gulf Way and along 15th Avenue from Pass-a-Grille Way to Gulf Way. The new sidewalk will also connect to the newly installed dog park along 16th Avenue and to the concession stand and Warren Webster Building on 15th Avenue.

Gilliam will also waterproof the foundation around the perimeter of the Warren Webster Building where water intrusion into the Building has occurred in the past. After the waterproofing is completed, Gilliam will regrade and construct a concrete pad on the west side of the Building, sloped to convey rainwater away from the structure while also providing a patio space for events and rentals at the Warren Webster Building.

The Historic Preservation Board approved the sidewalk and concrete items during their March 4th, 2021 meeting.

Once approved, Gilliam anticipates beginning construction within two weeks with a construction duration of six weeks.

Funding: CIP - Hurley Park Improvements - 301-8000-590-0024

Requested Motion: I move to approve the proposal under the existing unit price contract with Gilliam Construction LLC, in the amount of \$113,744.25, for Hurley Park Sidewalk and Concrete Repairs to the Warren Webster Building.

Attachments:

1. Quote from Gilliam Construction LLC
2. Hurley Park Sidewalk Agenda Memo
3. Map of Hurley Park Sidewalk Improvements

Gilliam Construction LLC

2315 17th Street E.
Palmetto, FL 34221
Phone: (941) 723-1000
Fax: (941) 723-1001
Website: gcgilliamconstruction.com



Quote

DATE	3/4/2021
Quote #	1663
Contract #	
WO #	

BILL TO

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

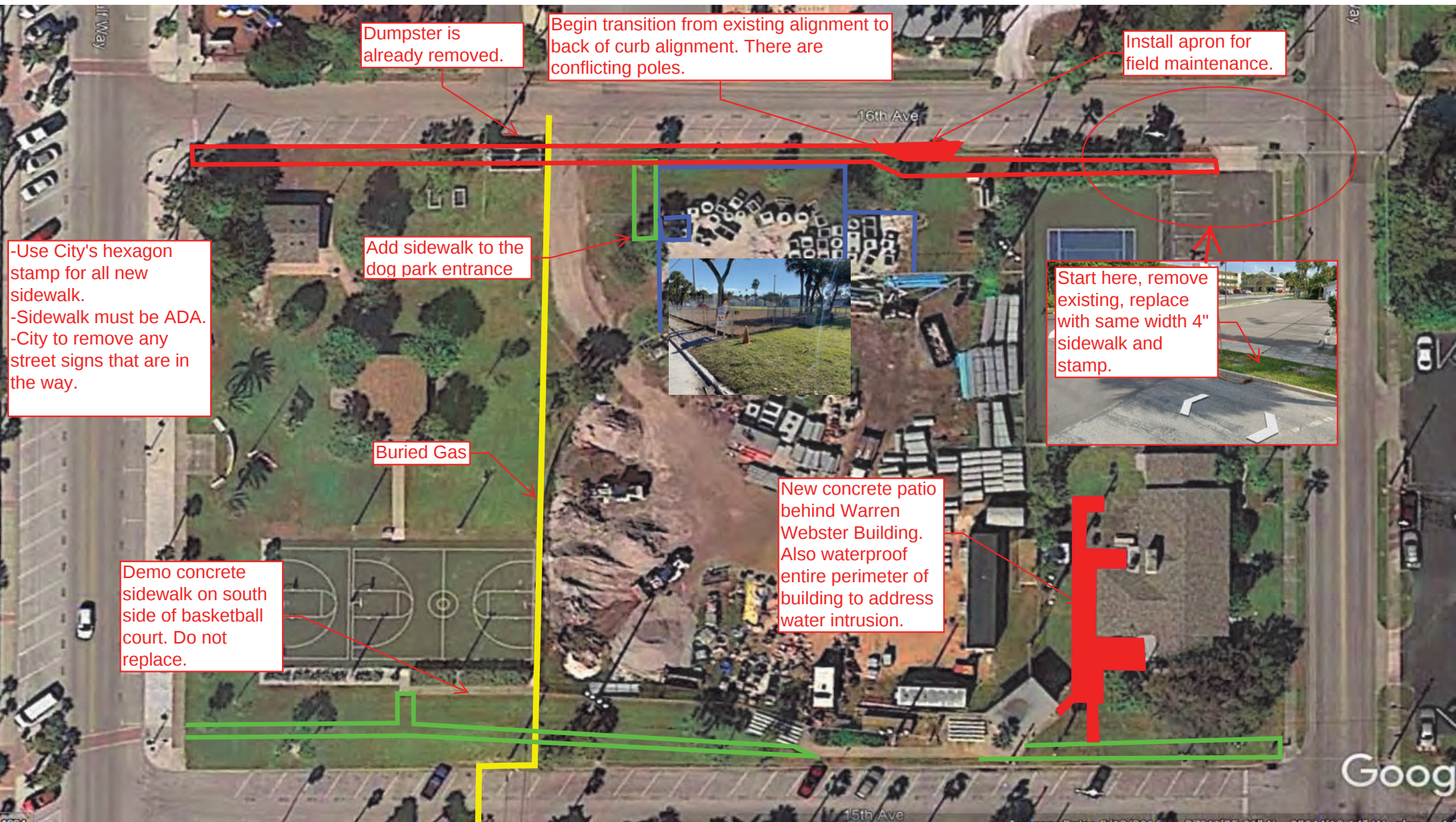
[illegible]

Subtotal	\$113,744.25
Taxable	-
Tax rate	
Tax due	-
TOTAL	\$ 113,744.25

OTHER COMMENTS

If you have any questions about this quote, please contact
LaTora Gilliam, (941) 723-1000, lgilliam@gcgilliamconstruction.com

Thank You For Your Business!



Dumpster is already removed.

Begin transition from existing alignment to back of curb alignment. There are conflicting poles.

Install apron for field maintenance.

-Use City's hexagon stamp for all new sidewalk.
-Sidewalk must be ADA.
-City to remove any street signs that are in the way.

Add sidewalk to the dog park entrance

Buried Gas

Demo concrete sidewalk on south side of basketball court. Do not replace.



New concrete patio behind Warren Webster Building. Also waterproof entire perimeter of building to address water intrusion.

St. Pete Beach City Commission
Agenda Report

Issue Considered: City Manager Performance and Contract Review

Date: March 23, 2021

Prepared By: Alex Rey, City Manager

Through: Alex Rey, City Manager

Summary of Issue: I have completed my second year as your City Manager. It has been an extremely busy year and while I am proud of our accomplishments, we still have a lot to do in the coming year. I look forward to working with the Commission, our staff and our community as we address new challenges and opportunities.

My employment agreement provides for Commission to consider an annual salary adjustment. I respectfully request and would appreciate the Commission's consideration of a salary adjustment that would be effective on my anniversary date of April 1, 2021 and a contract extension until March 31, 2024.

Funding: 001-5201-512-5120

Requested Motion: I move to approve that the City Manager's annual salary be adjusted from \$190,000 to _____, effective on his anniversary date of April 1, 2021 and a contract extension until March 31, 2024.

Attachments:

1. Addendum to City Manager Alex Rey Contract
2. CM MEMORANDUM FY 21 Accomplishments

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on the 12th day of Feb, 2019 ("Effective Date"), by and between the City of St. Pete Beach, Florida, a Florida municipal corporation, (the "City") and Alex Rey, an individual, ("Employee") pursuant to the following terms and conditions. The City and Employee together shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Manager as provided by Sec. 3.09 and Article IV of St. Pete Beach City Charter ("City Charter"); and

WHEREAS, the City desires to provide certain benefits and to establish certain conditions of Employee's employment; and

WHEREAS, Employee desires to accept employment as City Manager.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

SECTION 1: DUTIES

1.1. The City hereby appoints Employee as its City Manager to exercise the executive responsibilities and duties as prescribed by the City Charter and City Code, and to perform all other legally permissible and proper duties and functions as the City Commission may from time to time assign. Employee agrees to accept the appointment as City Manager and agrees to exercise his best efforts in performing said duties.

1.2. Pursuant to Sec. 4.03 of the City Charter, in the event the City Manager is temporarily unable to perform his duties, he shall designate an Acting City Manager.

SECTION 2: TERM OF AGREEMENT

2.1 Employee's appointment as City Manager shall begin on April 1, 2019 and continue until March 31, 2021 ("Initial Term") subject to Sections 3, 4, 5, and 6 of this Agreement.

2.2 In the event sixty (60) days' written notice is not given by either party to this Agreement to the other prior to the expiration of the Initial Term, this Agreement shall be automatically extended on the same terms and conditions as herein provided for an additional period of one (1) year (each additional one year period shall be referred to as a "Renewal Term"). Said Agreement shall continue thereafter for periods of one (1) year unless either party hereto gives written notice sixty (60) days prior to the expiration of the applicable Renewal Term. Upon mutual written agreement of both Parties, the length of the Renewal Term(s) may be modified.



SECTION 3: TERMINATION AND SEVERANCE PAY

3.1 Pursuant to Sec. 3.09 and Article IV of the City Charter, Employee serves at the pleasure and discretion of the City Commission. Employee recognizes and acknowledges that he is an employee at will, he has no property right in the position of City Manager, and that this Agreement provides any and all remedies available to Employee in the event it is terminated.

3.2 In the event the City Commission wishes to terminate Employee, it shall do so in accordance with the provisions of Section 4-02 of the City Charter and Section 2-133 of the City Code of Ordinances.

3.3 This Agreement may be terminated at any time without cause by the City.

3.4 In the event the City terminates Employee without cause prior to the expiration of the Initial Term and during such time as Employee is willing and able to perform the duties of City Manager, Employee shall be entitled to receive his then current salary and benefits ("Severance Pay") for Twenty (20) weeks immediately after his termination.

3.5 In the event Employee is terminated for cause, the City shall have no obligation to provide the Employee any Severance Pay or payout for accrued and unused vacation, sick, and personal leave. For the purposes of this Section "for cause" shall be defined as: (i) breach of any material term or condition of this Agreement, (ii) violation of any applicable laws or codes, (iii) misconduct, as defined in Section 443.036(29), Florida Statutes, as may be amended from time to time, (iv) gross insubordination or (v) willful neglect of duty.

3.6 If Employee is terminated by the City and Employee is entitled to Severance Pay under this Section, Employee shall execute a general and full release, releasing the City, its officials, officers, employees, attorneys and agents from any and all obligations, claims, or liabilities arising out of Employee's employment with the City, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. If Employee refuses to execute said release, the City may seek specific performance of this Agreement and injunctive relief requiring Employee to sign said release, amongst its available remedies. Said release shall not release the City from its obligations to indemnify Employee under Section 15.

SECTION 4: RESIGNATION

4.1 In the event Employee voluntarily resigns his position with the City, Employee shall give the City twenty (20) weeks prior written notice. Employee shall not be entitled to any Severance Pay.

SECTION 5: DISABILITY

5.1 If Employee is unable to perform his duties for any reason excluding death, including, but not limited to, sickness, accident, injury, or mental incapacity for a period of four (4)

successive weeks beyond any accrued leave, the City may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, the City shall pay Employee all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of such termination. Employee shall not be entitled to any Severance Pay. The City shall have no other liability to the Employee, his estate, heirs, or beneficiaries.

SECTION 6: DEATH

6.1 This Agreement shall be terminated by the death of the Employee as of the date of death. In the event of the Employee's death, the City shall pay a designated beneficiary of the Employee or his estate all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of the Employee's death. Employee's beneficiaries or estate shall not be entitled to Severance Pay. The City shall have no other liability to the Employee, his estate, heirs, or beneficiaries.

SECTION 7: SALARY

7.1 The City agrees to pay Employee for his services as City Manager an annual salary of One Hundred Seventy-Five Thousand U.S. Dollars and 00/100 (\$175,000.00), which shall be paid on a pro-rata basis, payable on a bi-weekly pay schedule, as is applicable to all other City employees. The compensation of the City Manager shall be fixed by the Commission and shall not be reduced during his tenure, except as a part of a general salary cutback. Employee shall be entitled to an increase in compensation as determined by the City Commission upon each yearly anniversary date of this Agreement as a result of a performance evaluation administered by the City Commission. Such evaluation shall be in accordance with criteria established between the City and Employee, and such criteria shall be based upon the description of the City Manager's responsibilities in the City Charter, City Code, and directives and guidelines established by the City Commission. The City Commission shall review Employee's performance evaluation and determine Employee's increase, if any, no later than April 1st of each year during the Initial Term and any Renewal Term. Any approved increase shall be effective as of the Employee's yearly anniversary date.

SECTION 8: CELL PHONE & AUTOMOBILE

8.1 The City agrees to provide Employee with a cellular telephone to aid in performance of his duties as City Manager, or a cell phone allowance of Fifty U.S. Dollars and 00/100 (\$50) per month.

8.2 The City will provide the Employee with a monthly automobile allowance of Five Hundred and Fifty U.S. Dollars and 00/100 (\$550.00).

Two handwritten signatures in blue ink are located in the bottom right corner of the page. The first signature is a stylized 'H' or 'A' shape, and the second is a more complex, cursive signature.

SECTION 9: VACATION, SICK, AND PERSONAL LEAVE

9.1 Employee shall be entitled to paid time off (PTO) days and holidays. Employee will begin employment with an automatic Twenty-Five (25) PTO days. Each year thereafter upon his anniversary hiring date Twenty-Five (25) PTO days will be awarded. Upon termination of this Agreement, Employee shall be paid 100% of all unused PTO days and holidays. All PTO leave must be used within Thirteen (13) months of its accrual. Employee may have no more than a maximum accrual of Thirty (30) PTO days on the anniversary of his appointment date each year.

SECTION 10: BENEFITS

10.1 Employee shall be entitled to any benefits, including health and life insurance coverage, afforded to other employees of the City. Said coverage shall commence with the execution of this Agreement and as allowed under the City's agreement with its insurance providers. Further, City agrees that Employee will be covered by health and life insurance coverage, effective the first day of his employment. Employee shall receive family health insurance with an option to purchase life insurance through the City.

10.2 Employee may select to opt out of the City's group health insurance and shall be paid the standard annual compensation rate set by the City.

10.3 The City shall provide Employee with short term disability income insurance and shall pay the premium cost for such insurance.

10.4 City agrees to execute all necessary documents provided by the International City Management Association-Retirement Corporation (ICMA-RC) for Employee's continued participation in said ICMA-RC 401A and 457 retirement plans, or any other deferred compensation plan of the Employee's choice. In addition to the base salary paid by the City to the Employee, the City agrees to pay, on behalf of the Employee, an amount equal to Fifteen percent (15%) of the Employee's base salary into the selected retirement plan, in equal proportionate amounts each pay period. Contributions provided for herein shall be One Hundred percent (100%) vested upon payment by the City. In the event Employee terminated his employment, the City shall execute whatever documents are authorized under the retirement plan to allow for Employee's continued participation in the plan.

SECTION 11: PROFESSIONAL DEVELOPMENT

11.1 City agrees to budget and pay for the reasonable professional dues and subscriptions necessary for Employee's continuation in national, state and local professional organizations necessary and desirable for his continued professional participation and growth and for the good of the City including, but not limited to, the International City/County Management Association (ICMA), Florida League of Cities, and any County/Regional Manager's Organization.

11.2 City hereby agrees to budget and to pay the program cost, travel and subsistence expenses of Employee for reasonable professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to pursue necessary official functions of the City including, but not limited to, attendance at the annual and other short courses and seminars, such as the ICMA Annual Conference and the Florida City Managers Association's Annual Conference.

SECTION 12: HOURS OF WORK

12.1 It is recognized that the Employee will often be required to devote considerably more hours to his position than other employees, and that the Employee will devote a great deal of time outside the normal hours of business toward the business affairs of the City. Working hours will be flexible to accommodate the requirements and practices of the City Manager position, but generally Employee shall work during normal City business hours, excluding City recognized holidays, vacation leave or other leave in accordance with this Agreement or the applicable City policy. The concept of "overtime" is not applicable to the position of City Manager. No compensation shall be paid for overtime and compensatory time off will not be a matter of right based upon particular evening requirements or demanding projects. However, occasional time away from the office will be recognized as consistent with the nature of the professional position.

SECTION 13: OUTSIDE ACTIVITIES & CONFLICT OF INTEREST PROHIBITION

13.1 The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute either interference with or a conflict of interest with his or her responsibilities under this Agreement. Any and all outside activities must be approved by the City Commission.

13.2 Employee shall not without the expressed prior approval of the City Commission, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

13.3 Employee shall abide by the provisions of Chapter 112, Florida Statutes and the Code of Ethics pertaining to public employees.

SECTION 14: PERFORMANCE EVALUATION

14.1 City Commission shall review and evaluate the performance of the City Manager at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City Commission and Employee. Said criteria may be added to or

deleted from as the City Commission may, from time to time, determine in consultation with the Employee. Further, the Mayor shall provide the Employee with a written summary statement of the findings of the Commission and provide an adequate opportunity for the Employee to discuss his evaluation with the Commission.

14.2 Annually, the Commission and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Commission's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

SECTION 15: INDEMNIFICATION AND INSURANCE

15.1 Subject to the provisions of insurance defense insurance coverage, and consistent with federal, state or local law, City shall defend, save harmless and indemnify Employee acting within the scope of his employment, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton misconduct or performed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Employee may request and the City shall not unreasonably refuse to provide independent legal representation at City's expense and City may not unreasonably withhold approval. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City for indemnification, as provided in this Section, to be available. Employee recognizes that City shall have the sole right to compromise or settle any suit without the Employee's consent; unless said compromise or settlement does not also include the individual liability of the Employee as a name party to the suit as indemnified herein. Further, City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the City. Such expense payments shall continue beyond Employee's service to the City as long as litigation is pending. Further, City agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as witness, advisor or consultant to City regarding pending litigation. The representations, warranties, and covenants of the Parties contained in this section will survive the termination of this Agreement.



15.2 The City will procure and maintain professional liability and errors and omissions insurance coverage on Employee, covering acts or omissions occurring in the performance of Employee's duties as City Manager. Such coverage may not cover acts or omissions performed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Said insurance policies shall carry limits of liability as the City may set and determine from time to time.

SECTION 16: BONDING

16.1 The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 17: MOVING EXPENSES

17.1 Employee shall pay all documented costs of moving not to exceed Five Thousand Dollars and 00/100 cents (\$5,000.00).

SECTION 18: GENERAL PROVISIONS

18.1 This Agreement may only be amended in writing signed by both Parties. The text of this document shall constitute the entire Agreement between the Parties, except as may be amended in writing by the Parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with the Charter, the County Code, the Administrative Code, and all statutes, laws, constitutional provisions and other County ordinances, regulations, resolutions and policies. The Charter, the County Code, the Administrative Code, and all such statutes, laws, constitutional provisions and other County ordinances, regulations, resolutions and policies shall take precedence over any part or portion of this Agreement, any other provisions of this Agreement to the contrary notwithstanding.

18.2 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators and executors of the Employee.

18.3 If any provision or any portion thereof contained in this Agreement is held unconstitutional, illegal, invalid, or unenforceable, by a court of competent jurisdiction, such part shall be considered separate and severable from the rest of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

18.4 Notice required or given pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, return receipt request addressed as follows:

CITY: Mayor and City Commission
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

EMPLOYEE: Alex Rey
City Manager
6039 La Gorce Drive
Miami Beach, FL 33140

18.5 Either party may change the address stated herein for purposes of notice by giving written notice to the other party in accordance with the requirements of this section.

18.6 The City Commission, in consultation with Employee shall set any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, the City Code, or any other applicable law.

18.7 Except as otherwise provided in this Agreement, all provisions of the City Charter, and regulations and rules of the City relating to vacation and other leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein provided.

18.8 The waiver by either party of a breach of any provision of this Agreement by the other shall only be valid if set forth in writing signed by the waiving party and shall not operate or be construed as a waiver of any subsequent breach by that party.

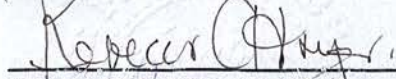
18.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. In addition, facsimile or electronic mail copies shall be accepted in lieu of an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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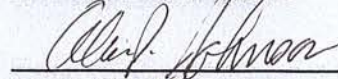
IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

ATTEST:



Rebecca C. Haynes, City Clerk

CITY OF ST. PETE BEACH:



Mayor Alan Johnson

EMPLOYEE:



Alex Rey

Approved as to form:



Andrew Dickman, City Attorney

ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT

THIS ADDENDUM ("Addendum") is made to the Agreement for the CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") executed as of February 12, 2019, ("Effective Date") by and between CITY OF ST. PETE BEACH ("City") and ALEX REY ("Employee") (collectively the "Parties") in connection with the City's desire to employ the services of Employee as City Manager.

1. The purpose of this addendum is to amend the Agreement to include additional terms to the Employee to be provided by the City. The Parties agree to amend Section 7.1 of the Agreement by modifying the annual salary from \$175,000.00 to \$190,000.00 which shall read:

7.1 The City agrees to pay Employee for his services as City Manager an annual salary of One Hundred Ninety Thousand U.S. Dollars and 00/100 (\$190,000.00), which shall be paid on a pro-rata basis, payable on a bi-weekly pay schedule, as is applicable to all other City employees. The compensation of the City Manager shall be fixed by the Commission and shall not be reduced during his tenure, except as a party of a general salary cutback. Employee shall be entitled to an increase in compensation as determined by the City Commission upon each yearly anniversary date of this Agreement as a result of a performance evaluation administered by the City Commission. Such evaluation shall be in accordance with criteria established between the City and Employee, and such criteria shall be based upon the description of the City Manager's responsibilities in the City Charter, City Code, and directives and guidelines established by the City Commission. The City Commission shall review Employee's performance evaluation and determine Employee's increase, if any, no later than April 1st of each year during the Initial Term and any Renewal Term. Any approved increase shall be effective as of the Employee's yearly anniversary date.

2. The Parties agree to amend Section 9.1 of the Agreement by increasing the number of paid time off (PTO) days automatically awarded by two (2) additional days. The number of automatic PTO days will change from twenty-five (25) to twenty-seven (27) PTO days, which shall read:

9.1 Employee shall be entitled to paid time off (PTO) days and holidays. Employee will begin employment with an automatic Twenty-Seven (27) PTO days. Each year thereafter upon his anniversary hiring date (Twenty-Seven) (27) PTO days will be awarded. Upon termination of this Agreement, Employee shall be paid 100% of all unused PTO days and holidays. All PTO leave must be used within Thirteen (13) months of its accrual. Employee may have no more than a maximum accrual of Thirty (30) PTO days on the anniversary of his appointment date each year.

3. This Addendum is attached to and made a part of the Agreement. In the event of any inconsistency between the terms of this Addendum and the printed, typewritten, or handwritten terms of the Agreement, the terms of this Addendum shall control.

4. This Addendum may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Addendum shall be retroactive to April 1, 2020, as approved by the City Commission on the June 9, 2020, agenda.

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

ATTEST:

Signature: 

By: Amber LaRowe

Its: City Clerk

Date: 8/31/2020

CITY OF ST. PETE BEACH:

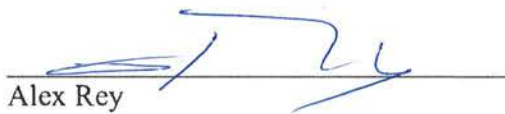
Signature: 

By: Alan Johnson

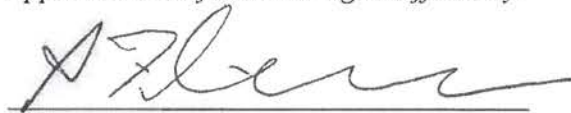
Its: Mayor

Date: 9/3/2020

City Manager:


Alex Rey

Approved as to form and legal sufficiency:


Andrew Dickman, City Attorney



MEMORANDUM

To: City Commissioners

From: Alex Rey
City Manager

Date: March 1, 2021

At the request of the City Commission, I have updated the accomplishments that we have made over the last 12 months. I am very proud of the effort that the team has made, as you can see below, in spite of the challenges that we faced with the pandemic over the last 12 months.

MOST SIGNIFICANT ACCOMPLISHMENTS:

- Implementation of approved Strategic plan and Mission/Vision Statement
- Merry Pier: Successfully came to terms on a renewed agreement with Merry Pier Partners in January 2021
- Created a new City website and resident reporting app
- Hurley Park: Completed for Ballfield, new fencing and field lights, painted dugout, new dog park, irrigation, park sodding, resurfaced basketball court that added one permanent pickleball court and blended lines on the full court for pickleball, resurfaced tennis court (should be done by end of March), created Freebee parking area, replaced basketball and tennis court lights with LED (by end of March) and replaced pavilion (Ribbon Cutting Feb 20, 2021). Completed for \$452,200.00 by managing the project in-house versus a consultant estimate of over \$2 million
- Worked with Duke Energy and consultant to revisit the binding cost estimate for the electrical undergrounding project bringing a savings of about \$500,000 over the prior binding cost agreement in 2019
- Completed Resurfacing Program which included:
 - Vina Del Mar basketball courts that converted a half-court basketball court into a pickleball court and added blended pickleball lines on the full court. Completed December 2020
 - Lazarillo – All courts were resurfaced
 - Egan Park – All courts were re-surfaced and pick-ball lines were added
- Procurement Ordinance updated and re-written
- Personnel Rules and Regulations updated and re-written
- Completed Parking Ordinance with new parking permit system and new parking signage

- Adopted Code of Ordinance revisions relating to Substantial Improvements and 5-year cumulative cost for improvements, effective 1 July 2021
- Adopting Code of Ordinance revisions relating to Seawall Height Datum
- Refinanced wastewater loan, total savings approximately \$700,000
- Miramar Resort, 4200 Gulf Blvd., review for redevelopment of a 1.15-acre site for the construction of a seven-level, 54-unit transient accommodation hotel. The proposed building consists of five stories of transient units, 6,790 SF of amenity space and pool deck on the rooftop level. The requested project density is 54 units, 39 units from base density (50 du/acre) with 15 units (20 du/acre) request from the density pool. Total proposed density is 69.2 du/acre
- Created a city-wide Parklet program
- Completion of library construction, building renovation projects and Landscaping in February 2021

OTHER MAJOR ACCOMPLISHMENTS INCLUDE:

Operational

- Completed Freebee Storage Facility
- Implemented real time parking sensors on 9th Avenue for enforcement
- Implementing Cashless parking system by removing city meters and converting areas to pay by phone zones by the end of March except for Pass-A-Grille way which will align with License Plate Recognition enforcement completion will be end of May
- Implementing License Plate Recognition parking enforcement completion end of May
- Rebranding parking signage and pay stations for uniformity and improve aesthetics
- Upgrade Pay Stations with touch screen display
- Updating parking enforcement maps and creating online interactive public parking information guide
- Successful organized a holiday decorating contest for resident in December 2020
- Completed a new MOU with Suntan that gives the city more monthly rent and control over the Don Vista Building for rentals and programs.
- Transition of software applications to the cloud complete
- Began the transition to an electric fleet
- Implemented a Financial and Performance Quarter Report
- Initiated an electronic tracking program (PSTrax) for daily/weekly apparatus checks, equipment inventories, supply ordering, and controlled substance tracking
- Developed a major equipment inventory and replacement plan based on national standards and best practices.
- Replacement of all front-line AED's and added AED's at Upham and Pass-a-Grille concession areas.
- Completion of numerous employee-initiated station improvement projects (interior and exterior paint, patch display project, T-shirt cabinets, storage room, lieutenant office, organization, etc.).
- Hosted several Mid-County training events for surrounding departments (St. Pete Beach, South Pasadena, Gulfport, Madeira Beach, and Treasure Island).
- Moving Code Enforcement under Parking, cross training with Parking and being proactive enforcement more so than reactive.

Capital Projects

- Completed the Egan Park Boat Ramp.
- Upham Beach Parking Lot Phase 1 repaved and complete
- Completed Restrooms Renovations at Pass-A-Grille, Hurley Park and Upham Beach
- FY2021 Street Paving Program Completed 2.96 Miles paved
- Completed Sanitary Sewer Lift Stations 7, 11, and 15 rehabilitation
- McKenney Park: New playground installed in the fall of 2020. Ribbon Cutting was December 21, 2020
- Completed tree installation on the 300 block of Corey, entrance by Gulf Blvd and Blind Pass from Gulf Blvd to Corey Ave. Completed in October 2020

Regulatory

- Completed update to One-Way Street Ordinance
- Adopted Outdoor Dining and Drinking Ordinance
- Updated and adopted Truck and Bus Route Ordinance
- Draft e-bike and e-scooter ordinance
- Developing Code and Parking SOP to establish procedures for better proactive and routine enforcement
- Initiated Off-Street Parking Requirement Study
- Adopted Code of Ordinance revisions relating to Substantial Improvements and 5-year cumulative cost for improvements, effective 1 July 2021
- Adopted Guidelines to grant units from density pools
- Adopting Code of Ordinance revisions relating to Seawall Height Datum Change
- Adopting Comp Plan and LDC revisions for the Upham Beach Village Density Pool
- In process of adopting revisions to height standards and new base flood elevations

Economic Development

St. Pete Beach has many large hotels that have invested in improvements, renovations and upkeep. Below is a summary the more than \$36 million in improvements:

- Howard Johnsons (Hilton Gardens), Interior/exterior renovations / new lobby / beach bar - \$13,254,680
- Grand Plaza Hotel, Interior room renovations, public spaces & Spinners renovations - 10,101,929
- The Beachcomber, Interior room renovations - \$2,325,00
- The Don Cesar, 277 guest rooms renovations, public spaces & restaurant renovations - \$11,208,087
- Miramar Resort, 4200 Gulf Blvd., review for redevelopment of a 1.15-acre site for the construction of a seven-level, 54-unit transient accommodation hotel. The proposed building consists of five stories of transient units, 6,790 SF of amenity space and pool deck on the rooftop level. The requested project density is 54 units, 39 units from base density (50 du/acre) with 15 units (20 du/acre) request from the density pool. Total proposed density is 69.2 du/acre.
- Sunset Suites, conceptional site plan review completed for a 56 transient unit development in the Upham Beach Village for the southeast corner of Sunset Way and 73rd Ave. This is contingent upon the adopting revisions to the Comp Plan and LDC for the Upham Beach Village Density Pool.

Strategic Plan

- Replaced benches on Corey Ave in October 2020
- Parklet Program was approved for applicants in January 2020.
- Entered into an agreement with the Don Cesar Resort in building an entrance wall for the Bayway entrance. Work should begin March 2021
- Entered into an agreement with Buoys/Toasted Monkey on building a fishing pier at the west end of Corey (hope to have accomplished by end of March)
- Completed placemaking sign design and ready for bid (hopefully by March 2021)
- Began the process of water conservation for the city of St Pete Beach. March 2021
- Progress on the strategic plan setting timelines and budgetary items in place to accomplish in the next 3-5 years
- Developed marketing program for Freebee services to increase ridership and community awareness
- Community Services Enhancements which includes hosting several community events such as Operation Halloween Safety, Breast Cancer Awareness, Back to School Safety Awareness, Water Safety Life Jacket Drive Through, Hurricane Preparedness Walk-Through, and Yellow Dot Vial Life Program
- Installed baskets at Upham for garbage pickup
- Replaced the Pass-A-Grille Lights

Financial

- Reached 3-year agreement with IAFF union
- Purchased Marine 23 (26' Metal Shark) (100% Pinellas County funded)
- Replaced Rescue 23 (100% Pinellas County funded)
- Replaced Engine 22
- Awarded FEMA Assistance to Firefighters Grant (AFG) for extractor/dryer purchase (\$15,000.00)
- Obtained medical PPE fit testing equipment saving the city \$35 per each personnel, \$1,190 annually (100% funded by Pinellas County)
- Purchased Ward Diesel Filter Systems to all front-line apparatus
- Purchased the departments first bunker gear extractor and dryer

In Response to Covid19 we:

- Adopted County's event policy regarding outdoor events
- Offered blended classes both virtual and in person with over 100 attending virtually
- Created a Drive-by Christmas parade, one by the fire department and one with the mayor
- Re-scheduled July 4 fireworks for New Year's Eve
- Created COVID Hold Harmless Agreement for all events taking place in the city for the organizers to sign (Jan 2021) that was approved by city attorneys
- Offered virtual learning program for students that chose the virtual option in the fall with 7 kids enrolled
- Managed Covid related challenges with a \$1.9M budgetary gain
- Relaxed requirements for outdoor dining approvals
- Successfully maintained City operations throughout 2020 and did not furlough any employees⁴⁹⁰

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

Issue Considered: Continual Covid-19 sanitation by Florida Cleaning Bee at City Facilities and Parks.

Date: March 23, 2021

Prepared By: Eileen Torres, Special Assistant to the City Manager

Through: Alex Rey, City Manager

Summary of Issue: On May 1, 2020 the City entered into a monthly agreement with Florida Cleaning Bee for the sanitation of City facilities and parks not to exceed \$25,000, with an indefinite duration due to the uncertainty surrounding the Covid-19 pandemic. With Covid-19 still a concern, authorization is requested for additional sanitation of City facilities and parks in the amount of \$33,600, to provide sanitation service through September 2021. The City will evaluate services at that time.

Funding: Staff anticipates reimbursement of all sanitizing costs via the CARES Act and FEMA funding.

Requested Motion: “I move to approve authorization of expenditures in the amount of \$33,600 for the continuation of Covid-19 sanitation at City facilities and parks.”

Attachment: N/A

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

Issue Considered: First Reading Ordinance 2021-07: Rental Fees, Deposits, and Pool Admission

Date: March 23, 2021

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The Community Center offers rental hourly block on the weekends (Fri-Sun) plus a \$500 refundable deposit. To keep up with industry standards and lesson cancellations, staff is recommending increasing the deposit to a \$1000 non-refundable deposit that will apply to the total amount due. The overall fees to the renter does not change, but deposit policy will change to non-refundable and include a credit card number as a security deposit for excessive cleaning/damages. This deposit change is only for weekend rentals at the Community Center.

With a new MOU with the Suntan Art Center that outlines the City is now renting the facility, staff is recommending changing the room rental fee of the Don Vista to increase from \$25/hour to \$50/hour.

The pool admission fees have not changed since the aquatic center opened in 2007. Staff is recommending admission fees increase by \$1.00 for each category. The pool admission fees are not included in the fee ordinance; staff is recommending adding it.

Youth/Senior:	\$2 -\$3.00
Adult:	\$3 -\$4.00

Funding: N/A

Requested Motion: I move to approve the first reading of Ordinance 2021-07.

Attachments:

1. Ordinance 2021-07 Appendix A
2. Ordinance 2021-07. Exhibit A - APPENDIX A Fee Schedule Changes
3. Pool comparison

Ordinance 2021-07

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO APPENDIX A OF THE CODE OF ORDINANCES; AMENDING, DELETING, AND ESTABLISHING FEES AND MEMBERSHIPS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to update the schedule of fees and charges outlined in Appendix A of the Code of Ordinances.

WHEREAS, the City Commission desires to re-define certain fees and memberships included in Appendix A.

WHEREAS, the City Commission desires to amend or delete certain fees and memberships included in Appendix A.

WHEREAS, the City Commission desires to establish additional fees and charges to be included in Appendix A.

WHEREAS, the City Commission finds these amendments, deletions, and additions to be in the best interest of the citizens of the City of St. Pete Beach.

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. Appendix A of the Code of Ordinances is hereby amended as illustrated in "Exhibit A," which is attached and made a part of this Ordinance.

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. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. 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 _____, 2021.

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.

APPENDIX A - FEE SCHEDULE

This appendix includes fees and charges that do not appear in other sections of the Code of Ordinances.

Description	Amount
Chapter 2. Administration	
<i>Miscellaneous fees:</i>	
Photocopy charges:	
Per side of page	0.15
Per two-sided duplicated page	0.20
Reprint of color photos up to 5" x 7"	3.00
Reprint of color photos larger than 5" x 7"	Actual cost of duplication
DVD or CD of meetings	5.00
<i>Administrative fees:</i>	
Returned Check fee	25.00
Credit Card Processing Fee	2.50%
Notarization of documents, per document	No charge
Preparation of declaration and notarization of domicile, per preparation	7.00
Temporary street banners permitted by chapter 122 pertaining to signs:	
Erection by city employees	184.00
City civic associations or charitable special events, no fee	
Certification of city records by city clerk's office (F.S. § 119.07.1(a)), per document	1.00
Fees for off-duty fire department personnel special detail work per person (minimum three	50.00

hours)	
Special event fire vehicle charge per hour per vehicle (minimum three hours)	25.00
Chapter 10. Amusements and Entertainment	
<i>Article II. Adult Entertainment Establishments</i>	
Permit fee for employee of licensed adult entertainment establishment	25.00
Permit renewal fee for employee of licensed adult entertainment establishment	25.00
Replacement of lost permit for employee of licensed adult entertainment establishment	25.00
Adult use business fees:	
Adult use establishment license; fee for zoning review	375.00
Adult use establishment nonrefundable license fee	25.00
Annual licensing regulatory fees for adult entertainment establishments:	
Adult theater:	
Having only adult booths, for each booth	450.00
Having only a hall or auditorium, for each seat	450.00
Having only an area outdoors designed to permit viewing by customers seated in vehicles, for each parking space	450.00
Having a combination of two or more of the items listed in subsections (a)(1)a—(1)c of this section, the cumulative license fee applicable to each under subsections (a)(1)a—(1)c of this section	
Special adult cabaret	450.00
Adult photographic studio	450.00
Physical culture establishment	450.00
Adult bookstore/video store	450.00

Change of name of adult use establishment	5.00
Appeal of denial, suspension or revocation of adult entertainment license or permit	25.00
Plus, deposit for costs of administrative hearing officer	250.00
Certified mail/postage/handling	
Per certified letter (depending on the weight of letter)	Time & Material
Per noncertified letter (depending on the weight of letter)	Time & Material
Copies, per copy per letter	0.15
Administrative costs for letters of violation/notices of hearing/hearing agenda/hearing minutes per hour for preparation of each of the following documents: Notice of violation letter, notice of hearing letter, agenda, findings of fact letter, minutes, notary fee, lien filing fee, courier service	15.00
Chapter 26. Businesses	
Regulatory fee for unlicensed businesses	15.00
Special Event Administrative Regulations and Fees	
Event fees:	
<i>Type IA Event:</i> St. Pete Beach Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days	
<i>Type IB Event:</i> Non-Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days	
<i>Type IIA Event:</i> St. Pete Beach Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies	
<i>Type IIB Event:</i> Non-Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies	

<i>Type III Event:</i> Any event that the City Manager or his/her designee determines cannot be permitted as a Type IA, IB, IIA, or IIB due to complexity of event or other impacts of the event. The fee shall be determined following review of the event impact	
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Special event fees:					
Attendance	Type IA	Type IB	Type IIA	Type IIB	Type III
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD
250—500	\$50.00	\$100.00	\$250.00	\$350.00	TBD
501—999	\$75.00	\$150.00	\$500.00	\$650.00	TBD
1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD
Non-Permitted Event Fee - 3 times event fee plus cost incurred by City					

Description	Amount
<i>Beach Wedding:</i>	
St. Pete Beach Resident	\$100.00
Non-Resident	250.00
Beach Wedding with no Commercial support (i.e., no equipment, chairs, etc.) limited to 20 people:	
St. Pete Beach Resident	50.00
Non-Resident	75.00
Business permit for fire and other altered goods sale or going out of business sale:	

First 60 days	20.00
Additional 15 days	5.00
Chapter 38. Elections	
Candidate guidebook administrative costs	10.00
Qualifying fee for position of mayor-commissioner or city commissioner	40.00
Chapter 42. Emergency Services	
<i>Article II. Alarm Systems</i>	
Response to fourth or succeeding false alarm	150.00
Chapter 46. Environment	
<i>Article II. Nuisances</i>	
Lot clearing or mowing by city:	
Administrative fee	200.00
Lot mowing charges for vacant or improved lots in an amount equal to the city cost for mowing, in addition to administrative fee in subsection (1) of this section	
Tree trimming in an amount equal to the city cost for trimming, in addition to administrative fee in subsection (1) of this section	
Clerical work, secretarial services and all other notification costs at rate equivalent to actual city cost. Attorney's fees equal to actual charge to the city	
<i>Article III. Junked, Wrecked, Abandoned Property</i>	
Storage of abandoned or unclaimed property, per day	10.00
Chapter 50. Library	

Special, temporary "tourist" card for visitors from outside the Tampa Bay Area	
Up to 90 days	25.00
90—180 days	50.00
Over 180 days	100.00
Books returned in such condition that they cannot be returned to circulation	Replacement value
50-3 becomes 50-3-2	
50-3 becomes 50-3-3	
50-3 becomes 50-3-4	
Copies from the self-service photocopy machine	0.20
Print-outs from the public computers, per page	0.20
Chapter 58. Parks and Recreation	
Fees and Memberships:	
Resident daily use (visitor) fees for multi-facilities (gym, arts studio, fitness room)	1.00
Non-resident daily use (visitor) fees for multi-facilities (gym arts studio, fitness room)	2.00
Warren Webster	60.00
Park/pool pavilion	25.00
All Don Vista Rooms: Mary Nabors, Mary Tracy, Don Vista "A", "B" and "C"	25.00 \$50.00
Gymnasium	75.00
Raymond Room	75.00

Boca Ciega Room (entire floor)	200.00
½ Boca Ciega Room	100.00
Balcony Room and Board Room	20.00
Under the CC Building and Courtyard	60.00
Friday/Saturday/Sunday rental of Community Center:	
4 hours:	
Standard (Friday & Sunday)	1,000.00
Premium (Saturday)	1,500.00
6 hours:	
Standard (Friday & Sunday)	1,500.00
Premium (Saturday)	2,000.00
8 hours:	
Standard (Friday & Sunday)	2,000.00
Premium (Saturday)	2,500.00
10 or more:	
Standard (Friday & Sunday)	2,500.00
Premium (Saturday)	3,000.00
Additional Rental Charges:	
Pool umbrella—Party rental	25.00
Staff Cost:	
Staff (min. two hours)	20.00

Staff holiday pay (min. two hours)	45.00
Rental of park property based on the number of anticipated attendees:	
Residents:	
50—100	150.00
101—250	250.00
251—500	350.00
Nonresidents:	
50—100	250.00
101—250	350.00
251—500	400.00
Deposit	50.00—500.00
Rental deposit for facilities:	
Under 50 people Warren Webster, Don Vista and Patio, Community Center weekdays (M-Thu)	100.00 REFUNDABLE
Over 50 people Community Center Weekends (F-Sun)	500.00 NON-REFUNDABLE
The resident hourly and time block room rental fees will be ten percent less than the standard fee schedule	
Pool (151—180 guest)	200.00
Additional Rental Charges:	
Pool Umbrella - Party Rental	25.00
Staff Cost:	
Staff (Min. 2 hrs)	20.00

Staff Holiday pay (Min. 2 hrs)	45.00
Pass-a-Grille Patio Rental:	
City operated markets: \$25.00 + tax per vendor	
4 p.m. - 10 p.m.: \$450.00 for three hour rental (minimum) + tax; additional \$100.00 for each additional hour after three hours; \$200.00 deposit due at time of booking.	
Pools Admission	\$3: Youth and Senior \$4: Adult
Chapter 62. Peddlers and Solicitors	
<i>Article II. Commercial Solicitations</i>	
Solicitation permit fee, per individual, yearly	100.00
Chapter 78. Taxation	
<i>Article IV. Business License Tax</i>	
Business tax license application fee	10.00
Transfer of business tax license to another person:	
Transfer of business tax license from one location to another:	
Not less than	3.00
Not more than	25.00
Chapter 82. Traffic and Vehicles	
Parking decals and permits:	
"B" Decal—City resident or nonresident owning property within city	20.00

"2R-U" Decal—Resident or nonresident owning property within Gulfwinds Condominium, Friendly Native Condominium and Raymar Apartments and Starlight Towers Condominium and 70th Avenue	20.00
"2R-U" Hang Tag Permit—Resident or nonresident owning property within Gulfwinds Condominium, Friendly Native Condominium and Raymar Apartments and Starlight Towers Condominium and 70th Avenue	20.00
3R-B Decal—Resident or nonresident owning property within Belle Vista, Lido Beach, and Boca Ciega Isle	20.00
3R-D Decal—Controlled parking residential parking annual permit	20.00
3R-D Hang Tag Permit—Controlled parking residential parking annual permit	20.00
4R Decal—Controlled parking residential parking annual permit	20.00
4R Hang Tag Permit—Controlled parking residential parking annual permit	20.00
4B Decal—Employees of businesses operated on premises only in Pass-a-Grille area and south of 31st Avenue	25.00
4B-H Hang Tag Permit—Permits for registered temporary lodging businesses in Pass-a-Grille	50.00
4B-H—Lost permit	100.00
Lost 2R-U, 3R-D, 4R hang tag permit	50.00
4B-M Hang Tag Permit—One-day permits for operators of commercial watersports businesses at Merry Pier, for resale at same price to legitimate customers	5.00 weekdays 10.00 weekends
T Decal—Vehicles with attached boat trailer	75.00
C Hang tag permit—Public and private contractors conducting work in the city	10.00

Parking meter rates for parking pay stations	3.25 per hour
Parking meter rates County Park Beach Access parking pay stations	3.25 per hour
Parking meter rates for boat ramp parking at Egan Park and Don Boat Ramp	15.00 per day
Parking meter rates for designated holiday and holiday weekends	15.00 per day
Daily parking permits:	
One-day residential permit—Must provide proof of owning or residing at an address fronting a city non-metered B permit only zone	3.00 one-day permit
Temporary one-day non-metered B permit—Must provide proof of owning or residing at an address fronting a city non-metered B permit only zone. Cannot be consecutive days	Up to 20 one-day permits \$3.00
Storage charge for impounded motor vehicle, per day	35.00
Annual lease of metered parking space	1,200
Chapter 86. Utilities	
Identification or location of sanitary sewer tap-in	25.00
Fats, Oils and Grease annual inspection fee	100.00
Fats, Oils and Grease re-inspection fee	50.00
Chapter 90. Vehicles for Hire	
Permit fees for taxicabs and public conveyances:	
Each vehicle	50.00
Each driver	10.00

Driver's permit fee	10.00
Chapter 94. Waterways	
<i>Article IV. Water Taxes</i>	
Fee for water taxi permit, per year	100.00
Renewal fee, per year	100.00
Chapter 98. Buildings and Building Regulations	
General site development/Site plan review—Fire:	
Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
Plan review for buildings greater than 15,000 sq. ft. or three stories in height	350.00
Re-submittals	100.00
Building construction:	
Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
Plan review for buildings greater than 15,000 sq. ft. or greater than three stories in height	350.00
Building four stories or higher add additional fee per floor	50.00
Re-submittals	100.00
Fire protection/Life safety systems:	
Plan review, inspections and acceptance test	250.00
Re-submittals	100.00
Re-inspections and Red tag	50.00

Fire prevention inspections:	
Certificate of occupancy inspection	No charge
Periodic-inspection	50.00
Business tax inspection (For fire inspection of new occupancy)	50.00
Hotels	
- Small (< 15,000 sq. ft.)	100.00
- Large (> 15,000 sq. ft.)	150.00
Restaurants (each restaurant within a hotel or business will be charged individually in addition to hotel or business inspection fee)	75.00 (Less than 50) 150.00 (More than 50)
Apartments, condominiums and transient occupancies buildings	50.00 per floor
Apartments, condominiums hotels and transient occupancies building four stories or higher add additional fee per floor	25.00
Assisted living facilities—Per floor	50.00
Foster homes	50.00
Daycares	50.00
Other (Specialty facilities: Marina, boat repair, auto repair type facilities and other facilities/business types not covered)	150.00
Special events—Fire-Permits and inspections:	
Temporary structure permit	25.00
Beach fire permit	25.00

Outdoor cooking permit	25.00
Fireworks permit—Application fee and site inspection	150.00
Special events/Temporary use	100.00
Chapter 106. Flood Control	
Chapter 118. Planning and Development	
<i>Planning and Zoning Fees</i>	
Site Plan Review (initial and one revision)	
Not located In CRD Lot less than 5,000 sq. ft.	500.00
Lot greater than 5,000 sq. ft.	1,000.00 plus 100.00 for each additional 5,000 sq. ft. or portion thereof
Each re-submittal review	250.00
Within CRD:	
Lot less than 5,000 sq. ft.	1,200.00
Lot greater than 5,000 sq. ft.	1,200.00 plus 125.00 for each additional 5,000 sq. ft. or portion thereof
Each re-submittal review	350.00
Zoning Review (where no building permit is required)	50.00
Preliminary Plat	500.00 plus direct costs for review
Final Plat	300.00 plus any direct costs and recording fees
Required Mailing	0.20 per piece plus associated mailing costs

Planned Development Review	1,000.00
Each re-submittal review	125.00
Temporary Use approval	100.00 plus direct mailing costs
Vacation of Easement/ROW request	375.00 plus direct mailing costs
Conditional Use Permit	500.00 plus direct mailing costs
Conditional Use Permit with Variance Request	700.00 plus direct mailing costs
Conditional Use Permit with Planning Board Review	1,000.00 plus direct mailing costs
Administrative Appeal to City Manager	250.00
Administrative Appeal to Special Magistrate	500.00
Concurrency Review	75.00 plus direct costs (includes consulting engineer charges for review of utility capacity, transportation analysis and other required concurrency issues)
Certificate of Appropriateness	50.00
With FEMA Variance	100.00 plus direct mailing costs
Land Development Code Text change	800.00 plus direct mailing costs
Land Development Code Map change	2,000.00 plus direct mailing costs
Comprehensive Plan Amendment (not in CRD)	2,500.00 plus direct mailing costs

Comprehensive Plan Amendment (in CRD)	3,000.00 plus direct mailing costs
Sign Permit	25.00 plus building permit fee
Variance Request (Unnecessary hardship/Practical difficulty)	500.00 plus direct mailing cost
Variance Request (Administrative)	250.00 plus direct mailing cost
<i>Mobile Food Establishment Permit</i>	
Class I—Mobile kitchens	85.00
Class II—Canteen trucks	35.00
Class III—Ice cream trucks	35.00
<i>Renewal of Mobile Food Permit</i>	
Class I—Mobile kitchens	85.00
Class II—Canteen trucks	35.00
Class III—Ice cream trucks	35.00
<i>Building Permit Fees:</i>	
Plan Review	½ of Building Permit Fee
Building Permit Base fee	50.00 plus 16.00 per \$1,000.00 of project valuation unless the specific category is listed below and being performed as a stand-alone permit, which includes building and fire reviews and inspections for the specific category.
Residential Re-roof	Flat fee of \$300.00
Commercial Re-roof	Flat fee of \$625.00
Residential Pool and Spa	Flat fee of \$600.00

Residential Bath Remodel	Building Permit Base fee not to exceed \$1,350.00
Residential Kitchen Remodel	Building Permit Base fee not to exceed \$1,200.00
Residential Bath and Kitchen (when done together)	Building Permit Base fee not to exceed \$1,500.00
Commercial Bath Remodel	Building Permit Base fee not to exceed \$1,750.00
Commercial Kitchen Remodel	Building Permit Base fee not to exceed \$1,550.00
Plan Revisions	25.00 per sheet
Certificate of Occupancy	100.00
Conditional Certificate of Occupancy	100.00 for each 30 days of portion thereof
Certificate of Completion	100.00
Permit placard replacement	15.00
Penalty fee for failure to post permit card	50.00
Re-inspection fee	50.00
Stop Work Order	100.00
Permit Extension	50.00
Permit Reinstatement	50% of original permit fee applied to remaining work to be completed
Transfer of Permit	15.00 or 10% of original permit fee whichever is greater
Commencement of work without permit	3 times permit fee
Chapter 130. Vegetation	
Tree removal permit application filing fee	25.00
Tree removal permit appeal fee	20.00

Commencement of work without tree removal permit	100.00
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;adv=10;**WASTEWATER CONNECTION FEES**

Residential: Single-family, single condominium, single apartment \$2,668.00

Commercial: Fee for commercial structures (other than units) will be based on water meter size.

5/8 " or ¾"\$2,668.00

1"6,670.00

1½"13,340.00

2"21,344.00

3"42,688.00

4"66,700.00

6"133,400.00

8"213,440.00

WASTEWATER USER FEES

Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the city. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:

Residential base rate: \$38.82 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: \$12.81 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: \$38.82 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: \$12.81 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.

(Ord. No. 98-16, § 1, 5-5-98; Ord. No. 98-24, § 1, 5-1-98; Ord. No. 98-27, attch., 7-7-98; Ord. No. 99-11, § 1, 3-16-99; Ord. No. 99-17, § 6, 3-2-99; Ord. No. 99-20, § 2, 4-6-99; Ord. No. 99-31, § 2, 5-18-99; Ord. No. 99-48, § 2, 9-7-99; Ord. No. 00-34, § 1, 8-1-00; Ord. No. 00-44, § 2, 10-17-00; Ord. No. 00-48, § 3, 11-21-00; Ord. No. 01-07, § 1, 2-20-01; Ord. No. 01-22, § 1, 6-19-01; Ord. No. 01-36, § 1, 10-2-01; Ord. No. 01-45, § 1, 12-4-01; Ord. No. 02-09, § 2, 2-19-02; Ord. No. 03-03, § 2, 2-18-03; Ord. No. 03-05, § 3, 2-18-03; Ord. No. 03-20, § 1, 10-7-03; Ord. No. 04-22, § 4, 11-23-04; Ord. No. 05-04, § 2, 2-8-05; Ord. No. 05-05, § 2, 2-8-05; Ord. No. 05-10, § 2, 2-22-05; Ord. No. 07-12, § 1, 6-12-07; Ord. No. 07-36, § 1, 10-23-07; Ord. No. 07-46, § 1(Att. A), 11-27-07; Ord. No. 08-30, § 6, 8-12-08; Ord. No. 09-26, § 1, 10-27-09; Ord. No. 09-

27, § 1, 10-27-09; Ord. No. 09-18, 9-21-09; Ord. No. 10-05, § 1(Att. A), 4-13-10; Ord. No. 10-08, § 1(Att. A), 5-25-10; Ord. No. 10-33, Att. A, 10-12-10; Ord. No. 10-39, § 4, 1-11-11; Ord. No. 11-25, § 1(Att. A), 9-27-11; Ord. No. 11-26, § 1(Att. A), 9-27-11; Ord. No. 11-31, § 1(Att. A), 10-25-11; Ord. No. 12-03, § 1, 2-14-12; Ord. No. 12-04, § 1, 2-28-12; Ord. No. 12-12, § 1, 7-24-12; Ord. No. 13-10, §§ 1, 2, 3-26-13; Ord. No. 15-23, § 1, 9-22-15; Ord. No. 16-12, § 1(Exh. A), 6-14-16; Ord. No. 16-16, § 1, 9-20-16; Ord. No. 16-21, § 1(Exh. A), 10-25-16; Ord. No. 17-05, § 2(Exh. A), 4-11-17; Ord. No. 17-08, § 2(Exh. A), 7-11-17; Ord. No. 17-12, § 3(Exh. A), 11-28-17; Ord. No. 18-05, § 2(Exh. A), 6-26-18; Ord. No. 18-10, § 2(Exh. A), 9-25-18; Ord. No. 19-12, § 1, 9-3-19; Ord. No. 2019-18, § 3(Exh. A), 12-10-19; Ord. No. 2019-20, § 3(Exh. A), 12-10-19; Ord. No. 2019-23, § 3(Exh. A), 1-28-20; Ord. No. 20-15, § 2(Exh. A), 9-9-20; Ord. No. 20-16, § 2(Exh. A), 9-28-20; Ord. No. 20-23, § 2(Exh. A), 11-17-20)

Pool admission comparison

North Shore Pool (St Pete)	Youth (3-12yr)	\$4.50
	Adult (13+)	\$5.00
Walter Fuller (St Pete)	Youth (3-12yr)	\$1.00
	Adult (13+)	\$2.00
Seminole	Youth Member	\$1.50
	Youth Non-Member	\$3.00
	Adult member	\$2.00
	Adult Non- Member	\$4.00
Long Center (Clearwater)	Youth Member	\$3.00
	Youth Non-Member	\$4.00
	Adult Member	\$2.00
	Adult Non- Member	\$6.00
Highlander Pool (Dunedin)	Admission	\$3.00
Southwest Pool (Largo)	Resident	\$3.00
	Non-Resident	\$6.00

St. Pete Beach City Commission
Agenda Report

Issue Considered: Resolution 2021-07: Surplus City-Owned Assets

Date: March 23, 2021

Prepared By: Kathy Kapusta, Procurement Manager

Through: Vincent Tenaglia, Assistant City Manager

Summary of Issue: Chapter 2 of the Code of Ordinances requires City Commission authorization to dispose of fixed assets. The attached pieces of equipment have been determined surplus assets, no longer providing value to City operations.

Funding: Each asset has been fully depreciated, with no remaining book value. Staff will sell the asset via auction where feasible. Any cash proceeds received will be recorded as a gain on disposal.

Requested Motion: "I move to adopt Resolution 2021-07"

Attachments: 1. RESOLUTION 2021-07 Surplus

RESOLUTION 2021-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE DISPOSAL OF SURPLUS CITY-OWNED ASSETS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2 of the Code of Ordinances requires City Commission authorization to dispose of fixed assets; and

WHEREAS, the City-owned assets identified in Exhibit A have been determined by the City Manager to be surplus assets, providing no operational value to the City.

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 authorizes the City Manager to dispose of the City-owned assets identified in Exhibit A.

SECTION 3. 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 _____, 2021.

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

Resolution 2021-07**Appendix A**

<u>Description</u>	<u>Department</u>	<u>Original Cost</u>	<u>Acquisition Date</u>	<u>Book Value</u>
2006 Ford Ranger	Code	\$14,979.95	03/28/2006	\$.00
2011 Ford Fusion	City Manager	\$18,875.00	07/01/2011	\$.00
Video Shelves	Library	\$4,191.38	02/03/1997	\$.00
Self Check Out Station	Library	\$9,397.05	11/15/2011	\$.00
Pool Covers-Lane Covers	Recreation	\$6,907.26	5/01/2012	\$.00
Pool Covers-Zero Depth	Recreation	\$9,675.75	09/30/2012	\$.00
Toshiba Copier	Finance	\$6,160.00	07/31/2006	\$.00

St. Pete Beach City Commission
Agenda Report

Issue Considered: Beach Stewardship Committee Recommendations

Date: March 23, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: During their last two meetings, the Beach Stewardship Committee voted to put forth the following recommendations for the City Commission:

- o Bicycles and all wheeled conveyances, including motorized, be prohibited from use on the beaches.
- o Endorse a plastic straw ban on the beaches.
- o Consider a ban on single use plastic bags.
- o As part of their project, it is recommended that the Miramar reinstall the sand dunes along the beach side of the property.

Funding: N/A

Requested Motion: No action recommended.

Attachments:

1. BSC 11-18-20
2. BSC 2-17-21

DRAFT BEACH STEWARDSHIP COMMITTEE MINUTES

February 17, 2021 - 9:00 A.M.

PRESENT: Linda Borgia, Member
Lynda Lind Fontana, Member
Dan Rothenberger, Chair
Lenny Stamos, Vice Chair

ABSENT: Janet Harris, Member

ALSO PRESENT: Mike Clarke, Public Works Director
Ginny Keeter-Bodkin, Deputy City Clerk

1. Changes to the Agenda – There were no changes.
2. Audience Comments – There were no audience comments.
3. Action Items – a. Approval of Minutes - 11/18/2020

Member Borgia moved and Vice Chair Rothenberger seconded the approval of the November 18, 2020 minutes as presented; the motion passed unanimously.

4. Discussion Items - Mr. Clarke provided updates on the following items:

a. Beach Ordinances - Follow Up – In recent meetings, this Committee has put forth motions with recommendations to the City Commission, including the prohibition of vehicles on the beach. Mr. Clarke will present a statement to the Commission to convey these intentions at an upcoming Commission meeting for discussion. The exact date will be confirmed, and Committee members are welcome to attend or watch the meeting.

b. Status Amber Lights/Sea Turtles – The lights in Pass-a-Grille have been changed out to LED turtle-friendly amber lights on the bay side. Residential feedback has been positive. This project is closed out.

c. Status of Ban on Single-Use Plastic Bags - The motion previously made will be included in the statement to be presented by Mr. Clarke to the Commission (Item 4a. above).

d. Status of Ban on Plastic Straws on Beach - The motion previously made will be included in the statement to be presented by Mr. Clarke to the Commission (Item 4a. above).

e. Status of HB 0239 and SB 0334 – Regulation of Smoking – A legislative update was included in the meeting packet and the Committee recommendation will also be going before the City Commission.

f. Volunteer Beach Cleaning Basket Station – A stand has been installed at Upham Beach which contains green plastic baskets and a sign inviting green-minded people to collect trash on the beach; there is a QR Code on the sign so photos of the good deeds can be uploaded to the website. This has been successful – data is being gathered on how much

trash is being collected and will be reported as part of the National Pollutant Discharge Elimination System (NPDES) Report. Mr. Clarke will check into adding a stand between the Sea Mark and the Sirata properties, per Member Fontana's request.

g. Grease Trap Upgrade Upham Concession – Quotes to replace the grease trap at the Upham Concession stand have been gathered. This is important because undersize traps allow overflow into sand and grease debris collects and goes into sewer system. The project should be completed before the next meeting.

h. 1st Avenue Fishing Pier Update – The project is in the permit review phase for the final design. The County and State have copies; notification of the need for modifications or approval should come back in the next few weeks. The project should be completed this year.

i. Merry Pier, 7th and 11th Avenue Renovations – The project is in the final design stage; permit comments have been received and the final bid document is in review.

j. Pass-a-Grille Way Seawall 1st – 12th Avenues - The seawall itself is not in imminent danger but needs some maintenance in the next year or two. Soil under the sidewalk has eroded out in two areas; grout injection will hold the integrity of the wall until the project is completed. The height of the seawall will match the new, standardized specifications (recommended by the National Oceanic and Atmospheric Administration – NOAA) that the City Commission will be finalizing by ordinance at their next meeting; this is due to sea level rise and storm activity. A large study/analysis that was approved by the City Commission will bring together five engineering/architectural firms to present a comprehensive sea rise vulnerability report to the Commission for five areas of the City. The task orders for the funding for five firms will be coming back to the Commission for approval.

k. Research FDEP Permits on Gulf Sand - The Kimley-Horn firm will take on this task in their scope of work. Some properties have smoothed the sand and removed dunes for a better view, which creates vulnerabilities to the flooding of Gulf Blvd. They will determine who has rights to manipulate sand dunes and why, and where the vulnerabilities are. Discussion of sand dunes followed, including the upcoming Miramar project, where the sand dunes were previously flattened. The bottom level of the project is for parking only, so a view should not be a consideration.

Member Borgia moved and Vice Chair Stamos seconded that the Beach Stewardship Committee recommends to the City Commission that as part of their project, the Miramar reinstall the sand dunes along the beach side of the property. The motion carried 4-0.

l. Upham Beach Parking Lot, Extension, Lighting – The current parking lot has been repaved and restriped. The approximately seven tall streetlights near the intersections are going to be replaced with amber, turtle friendly lights in partnership with Duke Energy. The design for a parking lot extension on the south side of approximately 67 parking spaces is nearing completion. The surface will be interlocking permeable pavers to allow water to flow through down to ground water. There will be an addition of two new water retention basins, which are undergoing Department of Environmental Protection (DEP) review at this time. If approved, the bid process and construction may be completed this fiscal year. The seven lights in concession deck area will be replaced to turtle friendly.

m. Update Restroom Improvements Upham, Pass-a-Grill, Hurley Parks – The upgrades are complete; surfaces and fixtures have been upgraded and no negative feedback has been received. The project is closed out.

n. Update USACE Beach Nourishment/Resiliency Plan – USACE's (Army Corps of Engineers) recommendations are being finalized and a report should be available for public comment in approximately June or July. Preliminary communications indicate that incorporating resiliency into sand dune structure will be combined with beach nourishment as originally recommended. This would increase dune size but allow easy pedestrian and turtle passage. After review of final recommendations, the USACE General will sign off and proceed to the construction program in perhaps fiscal year 2023.

5. Other Business – Member Borgia inquired about additional 'beach rules' signs near the Upham Beach Concession stand entrances; Mr. Clarke will put in a work order.

Mr. Clarke also confirmed that the Fishing Pier design will be monolithic under the existing deck, which was replaced a few years ago.

Mr. Clarke reported that a grant is being pursued that would reimburse hotels/condos for the replacement of their lights to amber/turtle-friendly fixtures, but the status of the grant is unknown at this time. As some properties may not even be aware of the lighting issues, he encouraged Committee members to work with their condo contacts to offer time to speak with their boards/residents to educate them. Mr. Clarke will work with the Deputy Clerk to create an information packet; he would be amenable to accompanying a Committee member to such meetings if he is available.

6. Adjournment - There being no further business before the Committee, the meeting was adjourned at 9:46 AM.

These minutes will be considered for approval at the May 19, 2021 Beach Stewardship Committee meeting.

BEACH STEWARDSHIP COMMITTEE MINUTES

November 18, 2020 - 9:00 A.M.

PRESENT: Linda Borgia, Member
Janet Harris, Member
Dan Rothenberger, Vice Chair
Lenny Stamos, Member

ABSENT: Lynda Lind Fontana, Chair

ALSO PRESENT: Mike Clarke, Public Works Director
Ginny Keeter-Bodkin, Deputy City Clerk

1. Changes to the Agenda - Member Borgia asked to add an item regarding beach signs (added as item 1.). Mr. Clarke stated that the City Manager asked to add two items – the use of plastic straws (m.) and plastic bags (n.).
2. Audience Comments – There were no audience comments.
3. a. Approval of Minutes – 2/19/2020

Member Borgia moved and Vice Chair Rothenberger seconded the approval of the February 19, 2020 minutes as presented; the motion passed unanimously.

b. Election of Chair and Vice Chair

Member Borgia moved and Member Stamos seconded the appointment of Vice Chair Rothenberger as Chair. Vice Chair Rothenberger accepted and the motion passed unanimously by voice vote.

Member Borgia moved and Chair Rothenberger seconded the appointment of Member Stamos as Vice Chair. Member Stamos accepted and the motion passed unanimously by voice vote.

4. Action Items - There were no action items.
5. Discussion Items - Mr. Clarke provided updates on the following items:
 - a. Invasive plant removal along dunes between 13th and 14th Avenues - Many of the plants have been pulled and proper permitting is in place to do so. Staff are trained to identify specific plants and remove precisely.
 - b. Dune Crossover Program - This program has been suspended indefinitely pending a beach nourishment project led by Pinellas County and the Army Corp of Engineers focusing on beach resiliency and storm mitigation.
 - c. Restroom Improvements at Pass-A-Grille - The project is nearly finished, and restroom improvements have begun at Upham Beach.
 - d. Evaluating Possibility of Restricting Smoking on Beaches - SB 670 - The Bill has passed in the Senate and has moved to the House. Per the City Manager's request, the

Committee unanimously confirmed that they do wish to bring their February motion in favor of banning smoking on the beaches to the City Commission in December or January.

e. 1st Avenue Fishing Pier Update - The City Commission has selected the replacement style of pier. The existing pier will be removed and replaced almost as it is now with some ADA required upgrades. It will be a monolithic concrete structure with a stainless steel railing; this will negate the need to replace pilings in the future.

f. Merry Pier, 7th and 11th Avenues Renovations Update - The Merry Pier sustained some damage during Tropical Storm Eta. Design for the replacement is at 100% and a contractor is in place reviewing the drawings. The concessions may be back in operation in February or March if scheduling moves well. The 7th and 11th Avenue Piers are bundled into this project. The 11th Avenue pier was lost in TS Eta and will be a new structure that will look the same with some added ADA requirements.

g. Pass-a-Grille Way Seawall 1st to 12th Avenues Update - The wall is older and in need of repairs; several blocks will be replaced at the new required height – this should be approved by the City Commission in early December.

h. Turtle Season Lights - Turning Back On - It was a good year; lights have been turned off, but now coming back on.

i. Identification of Lights to Change to Amber and Notifications - The lights on Pass-a-Grille Way from 1st to 12th Avenues on the bay side are currently LED white acorns, which are perceived as too bright; the City Commission will consider changing to lights that are in a wave length that turtles cannot see in a Sanibel type fixture to lessen the reach of the light.

Each year the City receives a report from Pinellas County in which they identify every building and light that shines on the beach, potentially disorienting the sea turtles. They are largely on private property/condominiums. Discussion followed on mobilizing assistance to make the owners aware and see if they would be willing to changing to amber lights. Mr. Clarke could arrange for a direct mailer to these residences.

Member Borgia moved and Member Stamos seconded, that the Beach Stewardship Committee will provide support to Public Works in following up on amber light notifications. The motion passed unanimously.

j. Consideration of Bicycles and/or Motorized/Electric Transport Vehicles on Beach - The Committee discussed pros and cons of wheeled vehicles on the beach and whether there is an existing ordinance as none could be located. Mr. Clarke asked for the Committee's recommendation absent an ordinance.

Member Borgia moved and Vice Chair Stamos seconded that the Beach Stewardship Committee recommend to the City Commission that bicycles and all wheeled conveyances, including motorized, be prohibited from use on the beaches. The motion passed unanimously by a voice vote.

Member Stamos added that this should be fast-tracked if not already in the Code of Ordinances and signage should follow.

k. Research with FDEP to Determine What Permits Exist on Gulf Sand - Mr. Clarke explained that some businesses are permitted, by the Florida Department of Environmental Protection (FDEP), to shape the sand, including dunes. The recent storm highlighted the fragility of the sand and dunes in the event of water threats. Manpower, time and diligence will be required to evaluate who holds what permits, what the permits allow and make decisions based on that information.

Chair Rothenberger moved and Member Borgia seconded that the Beach Stewardship Committee will support the City in evaluation of the FDEP permits on the beaches to the maximum of their ability. The motion passed unanimously by a voice vote.

l. Beach Signs (added item) - Member Borgia reported that signs at Upham Beach say restroom available at 10th and 16th Avenues, which is misleading. Beach regulation signs are not well placed. Mr. Clarke will take on having the signs updated and moved to more suitable locations.

m. Use of Plastic Straws (added)

Member Borgia moved and Member Harris seconded that the Beach Stewardship Committee would endorse a plastic straw ban on the beaches. The motion passed unanimously by a voice vote.

n. Use of Plastic Bags (added)

Vice Chair Stamos moved and Member Harris seconded that the Beach Stewardship Committee would encourage the City Commission to consider a ban on single use plastic bags. The motion passed unanimously by a voice vote.

Other Business - Mr. Clarke reported that in the coming weeks, there will be a station going up at Upham Beach with containers encouraging people to fill them with trash and put in the garbage.

6. Adjournment - There being no further business before the Committee, the meeting was adjourned at 10:20 AM.

These minutes were approved at the February 17, 2021 Beach Stewardship Committee meeting.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Replacement Program for the Memorial Beach Bench Program

Date: March 23, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The Memorial Bench Program has been very successful over the years. There are now 87 City approved memorial benches on the sand beach, mostly in Pass-A-Grille. Bench spacing on the sand has become quite crowded and, for that reason, the program has been suspended. However, Public Works continues to receive requests for consideration. The emotional attachment families have with the beach and loved ones who have passed is very evident. For that reason, Public Works offers an option to dedicate a Sabal Palm Tree that has been planted along the beach sand wall on Gulf Way as an alternative, at the cost of \$475 for the tree plus installation. There may be other ideas for discussion.

Funding: To be determined

Requested Motion: Discussion

Attachments:

From: [Alan Johnson](#)
To: [Amber LaRowe](#)
Cc: [Alex Rey](#); [Vincent Tenaglia](#)
Subject: Fw: Florida League of Mayors" Resolution on Preemption of Home Rule
Date: Friday, March 12, 2021 10:51:03 AM

Amber,

Based on what is going on in Tallahassee I think doing this resolution might be a good idea. I think we should put a discussion item about this on the next agenda.

Alex, your thoughts as well.

Thanks,

Al

Alan Johnson
Mayor - City of St. Pete Beach
155 Corey Ave.
St. Pete Beach, FL 33706
Email: ajohnson@stpetebeach.org
Cell: 727-543-2794

From: Rachel Embleton <rembleton@flcities.com>
Sent: Thursday, March 11, 2021 4:13 PM
Subject: Florida League of Mayors' Resolution on Preemption of Home Rule

CAUTION: This message has originated from **Outside of the Organization**. Do Not Click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

Mayor:

The Florida League of Mayors adopted a resolution on preemption of Home Rule at our March 4, 2021 board meeting.

This [resolution](#) urges all members of the Florida Legislature to oppose unwarranted or overly broad preemptions of municipal Home Rule powers.

The Florida League of Mayors believes these preemptions strip municipalities of their abilities to speak on behalf of their citizens.

Should any of these preemption bills become law, and not be overturned, the ability of Florida's municipalities to narrowly address local issues of public concern would be destroyed.

[Please click here to view the Florida League of Mayors' resolution.](#)

We encourage all Florida municipalities to adopt these resolutions and forward a copy to the members of your legislative delegation.

Thank you,

Mayor Terrill L. Hill

President, Florida League of Mayors

Mayor, City of Palatka



Florida League of Mayors

A RESOLUTION OF THE FLORIDA LEAGUE OF MAYORS URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE UNWARRANTED OR OVERLY BROAD PREEMPTIONS OF MUNICIPAL HOME RULE POWERS; DIRECTING A COPY OF THIS RESOLUTION BE TRANSMITTED TO MEMBERS OF THE FLORIDA LEGISLATURE, THE FLORIDA LEAGUE OF CITIES, AND ANY OTHER INTERESTED PARTIES.

WHEREAS, Municipalities are voluntarily created and chartered by their citizens as the embodiment of local self-determination; and

WHEREAS, in 1968, Florida voters amended the state constitution to confer broad “Home Rule” powers to municipal government, under Article VIII, Section 2(b); and

WHEREAS, numerous bills being considered by the Florida Legislature contradict the will of the people of Florida, who expressed an unequivocal desire for broad Home Rule powers in their state constitution; and

WHEREAS, these bills undercut the intent of the citizens of every municipality in Florida, who voted to incorporate their community and exercise the broad Home Rule powers granted by the Florida Constitution to govern themselves and, thereby, effectively address the unique concerns of their communities; and

WHEREAS, these bills would impair municipal charter and ordinance provisions specifically adopted and approved by local communities to define their preferred form of self-government and safeguard issues of perennial importance to their communities; and

WHEREAS, a municipality’s ability to timely act on local problems and opportunities will be limited by these bills to a state Legislature that holds session only once a year, and whose ability to address local problems will be contingent on the relative effectiveness of its representative in the state Legislature; and

WHEREAS, under these bills, state legislators will find themselves spending increasing amounts of time arbitrating over local problems and legislating on local issues, and less time attending to pressing statewide needs; and

WHEREAS, the Florida League of Mayors believes opposing these bills is in the best interests of the residents and businesses of the municipalities in the State of Florida, and ultimately the state itself; and

WHEREAS, the Florida League of Mayors would respectfully ask the state legislature to be mindful that regulations enacted by local governments have to be enforced by those same governments and, if excessive or burdensome, the peoples’ local elected representatives are quickly made aware of those burdens and any unintended consequences; and

WHEREAS, should these bills become law, and not be overturned, the ability of Florida’s municipalities to narrowly address local issues of public concern would be destroyed.

NOW, THEREFORE, BE IT RESOLVED that the Florida League of Mayors opposes the State of Florida’s overbroad attempt to repeal or restrict constitutional municipal home rule powers to protect the health, safety and welfare of citizens and urges all members of the Florida Legislature to oppose the adoption of unwarranted or overly broad preemptions.

BE IT FURTHER RESOLVED, that a copy of this Resolution be transmitted to members of the Florida Legislature, the Florida League of Cities, and any other interested parties.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED UNANIMOUSLY at a special meeting of the Florida League of Mayors this 4th day of March, 2021.

FLORIDA LEAGUE OF MAYORS

By: 
Mayor Terrill L. Hill
President, Florida League of Mayors
Mayor, City of Palatka

ATTEST:


C. Scott Dudley
Executive Director, Florida League of Mayors
Director, Field Advocacy and Federal Affairs, Florida League of Cities, Inc.