



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, April 27, 2021
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Changes to the Agenda
2. Audience Comments - **Comments shall be limited to 3 minutes per person**
3. Consent
 - a. **Services Agreement with USA Services of Florida Inc. for Street Sweeping**
 - b. **Gilliam Concrete Stormwater Authorization**
 - c. **Shenandoah General Construction LLC Service Agreement**
4. Action Items
 - a. **Boca Ciega Isle Drive Stormwater Improvements Change Order**

Approval of the Change Order 1 with Rowland, Inc. for Stormwater Improvements.

Action Request: Motion to approve Change Order 1 for Boca Ciega Isle Drive Stormwater Improvements with Rowland, Inc. in the amount of \$251,527.41.
 - b. **Reclaimed Water Lateral Line Repairs**

Request for utilization of the current On-Call Civil and Large Pipeline Contractor Services Agreement with Rowland, Inc.

Action Request: Motion to approve the utilization of the existing On-Call Civil & Large Pipeline Contractor Services Agreement for failing reclaimed water service line repairs & replacements in an amount not to exceed the

annual Reclaimed Water - Capital Improvements budget availability until September 30th, 2021, including one additional one-year extension thereafter.

c. Caladesi Fire Station 23 Bunk Room Job Ordering Contracting (JOC) Proposal

Request approval for renovations to the bunk rooms of Fire Station 23.

Action Request: Motion to approve the price proposal under the Pinellas County Job Order Contracting Contract with Caladesi Construction Company in the amount of \$125,458.95 for renovations to the Fire Station 23 bunk rooms.

d. Rowland Emergency Sewer Repairs Authorization

Wastewater System Point Repairs Services Agreement for emergency sanitary sewer repairs.

Action Request: Motion to approve the utilization of the existing Wastewater System Point Repairs Services Agreement for emergency sanitary sewer repairs in an amount not to exceed the annual Wastewater-Professional & Contractual budget availability until September 30, 2021.

e. St. Pete Beach Water Threats Analysis

An analysis to study the comprehensive water threat to the City of St. Pete Beach.

Action Request: Motion to approve the water threats analysis task orders from Cardno, Inc. in the amount of \$49,989.00, Kimley-Horn and Associates, Inc., in the amount of \$49,550.00, Madrid-CPWG Inc., in the amount of \$49,998.00, and Halff Associates, Inc., in the amount of \$50,000.00.

f. Ratification of Tentative Agreement with the International Association of Firefighters (IAFF) Local 4966

Request to ratify the tentative labor agreement for the period of October 1, 2019 to September 30, 2022.

Action Request: Motion to approve authorization to ratify the tentative agreement reached with the International Association of Firefighters (IAFF) Local 4966.

5. Ordinances

a. First Reading Ordinance 2021-10: Fire Pension Multiplier

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR INCREASE IN CITY FUNDED BASE MULTIPLIER; 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 2021-10.

b. Final 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 adopt Ordinance 2021-07.

c. Final Reading Ordinance 2021-04: Miramar Resort

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR THE ALLOCATION OF 15 UNITS OF TEMPORARY LODGING DENSITY UNDER THE PROVISIONS OF THE BOUTIQUE HOTEL/CONDO TEMPORARY LODGING UNIT DENSITY POOL, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN, TO PROPERTY LOCATED AT 4200 GULF BOULEVARD (MIRAMAR RESORT); PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action request: Motion to adopt Ordinance 2021-04.

6. Resolutions

a. Resolution 2021-04 Miramar Conditional Use

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE REDEVELOPMENT OF THE MIRAMAR RESORT AT A HEIGHT GREATER THAN 50 FEET AND A DENSITY GREATER THAN 30 UNITS PER ACRE, WHICH INCLUDES 15 UNITS FROM THE BH/C DENSITY POOL AND A ROOFTOP BAR.

Action Request: Motion to adopt Resolution 2021-04.

b. Resolution 2021-10: Moratorium Pass-A-Grille Overlay

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM FOR A PERIOD OF 180 DAYS FROM THE EFFECTIVE DATE OF THIS RESOLUTION OF THE ACCEPTANCE, REVIEW AND APPROVAL OF ANY DEVELOPMENT PERMITS, AS THE TERM IS DEFINED IN FLORIDA STATUTES SECTION 163.3164(16), FOR ONLY THOSE WATERFRONT PROPERTIES LOCATED WITHIN THE PASS-A-GRILLE OVERLAY ZONING DISTRICT, THAT IMPLEMENT RESIDENTIAL REAR AND SIDE YARD SETBACK LAND DEVELOPMENT CODES OF THE PASS-A-GRILLE OVERLAY ZONING DISTRICT, TO DETERMINE THE CORRECT CALCULATION OF SAID SETBACKS AND MAKE AMENDMENTS TO THE LAND DEVELOPMENT CODE IF NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2021-10.

7. Items for Discussion

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

9. 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-19. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 5:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 1:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 1:00 p.m. the day of the meeting at <https://www.stpetebeach.org/PublicComment>

In your three (3) minute or less comment, please be sure to include your name and address for the record.

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: Services Agreement with USA Services of Florida Inc. for Street Sweeping

Date: April 27, 2021

Prepared By: Kathy Kapusta, Procurement Manager

Through: Alex Rey, City Manager

Summary of Issue: The City's current contract with USA Services of Florida, Inc. for street sweeping services ends on April 30, 2021. Staff is requesting authorization to continue utilizing USA Services of Florida, Inc. for street sweeping services by piggybacking a City of Jacksonville contract, which includes a 9% price reduction versus the current St. Pete Beach contract. Annual expenditures will total \$30,232.08 and remain in effect through September 30, 2022, with two additional two-year renewal options thereafter.

Funding: Storm Water – Professional & Contractual
103-6108-537-5310

Requested Motion: "I move to approve the Services Agreement with USA Services of Florida, Inc. for street sweeping services."

Attachments: 1. USA Services Agreement

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Street Sweeping

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

WHEREAS, Vendor is currently under contract with City Of Jacksonville for Countywide Street Sweeping (the "City of Jacksonville "Contract").

WHEREAS, the City desires to purchase from Vendor Street Sweeping.

WHEREAS, pursuant to Florida Statute 287.057 and Section 2-291 of the City's Code of Ordinances adopted by the City Commission, the City is authorized to "piggy-back" onto the City of Jacksonville for the same or similar services.

WHEREAS, the Vendor 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 Jacksonville Contract.

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Vendor 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. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor 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 Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor 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) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Vendor 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 Vendor's E-Verify number.
 - d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor 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 Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.
4. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
5. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2022 ("completion date").
6. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
7. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.
8. Vendor fully warrants the title to any and all goods provided hereunder and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to

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

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

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

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

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

- a. Sufficient funds are not available to continue its full and faithful performance to the 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 Vendor.

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

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

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

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

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

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

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's "piggy-back" contract (Exhibit "B")
- c. Vendor's proposal to the City (Exhibit "C")

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

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

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

As to Vendor:

USA Services
Attn.: Kra Whitmore
PO Box 520580
Longwood, FL 32752

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 September 30, 2022 with (2) two (2) year renewal options 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.

USA Services

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT "B"

(Vendor's "Piggy-Back Contract)

City of Jacksonville

Citywide Street Sweeping

Bid No. CP-0253-21

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

EXHIBIT “C”

(Vendor’s Proposal to the City)



800-226-3200

Headquarters in Orlando, FL

Offices in Cocoa, Ft. Myers, Jacksonville, Leesburg, and Tampa

SERVICE AGREEMENT**PROPERTY LOCATION:**

Name SAME
Address _____
City _____ Zip _____
Phone _____ Fax _____

BILLING INFORMATION:

Name CITY OF ST. PETE BEACH
Address 155 COREY AVE.
City ST. PETE BEACH, FL Zip 33706
Phone 727-367-2735 Fax _____
Ordered By KATHLEEN KAPUSTA
Email kkapusta@stpetebeach.org

Service Details**Hourly Sweeping Service**

\$ 125.00 Per Hour
3.0 Hour Minimum
Portal to Portal

Routinely Scheduled Sweeping Service

PARKING LOTS 12X Sweeps Per YEAR
\$ 300.00 Per Sweep

Per Curb Mile Sweeping Service

\$ 31.48 Per Mile 70.5 Miles Per Cycle
12 Cycles Per YEAR
\$ NA Disposal Fee \$ NA Mobilization Fee

Special Instructions

RES. & COMMERCIAL - (12CYL PER YR X 70.5CM) X \$31.48PCM.....=\$26,632.08
PARKING LOTS- (12XPER YR) X \$300.00).....=\$3,600.00
ANNUAL TOTAL.....=\$30,232.08

*PIGGYBACK-CITY OF JACKSONVILLE

Customer**USA Services of Florida, Inc.**

Signature _____

Signature _____

Print Name _____

Print Name _____

Date _____

Date _____

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

Issue Considered: Gilliam Concrete Stormwater Authorization

Date: April 27, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On December 9th, 2020, the City entered into a unit price Services Agreement with Gilliam Construction, LLC for Concrete, Brick and Mortar Repair & Replacement. This type of purchasing agreement allows the City to quickly address needed concrete repairs at the lowest possible cost. The initial approval only authorized the use of Streets Maintenance funding for repairs made under this Contract. Staff is now also requesting authorization to utilize this Services Agreement in an amount not to exceed the annually approved Stormwater - R&M Other Budget for repairs to concrete stormwater structures and inlets throughout the City, for three years from contract execution, including three additional one-year extensions thereafter.

Request approval to utilize the unit price Services Agreement with Gilliam Construction, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the annual Stormwater - R&M Other budget availability for three years from contract execution, including three additional one-year extensions thereafter.

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

Requested Motion: I move to approve the utilization of the unit price Services Agreement with Gilliam Construction, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the annual Stormwater - R&M Other Budget availability for three years from contract execution, including three additional one-year extensions thereafter.

Attachments: 1. GILLIAM CONTRACT

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

Gilliam Construction LLC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

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

As to City:

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

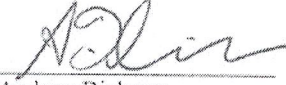
Gilliam Construction LLC

City of St. Pete Beach:

Signature: 
By: Latoria Gilliam Mullinex
Its: Managing Member
Date: 12/9/2020

Signature: 
By: Alex Rey
Its: City Manager
Date: 12/1/2020

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Andrew Dickman
City Attorney

ATTEST:


Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

II. CONTRACTOR'S BID SUBMITTAL

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

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

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

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

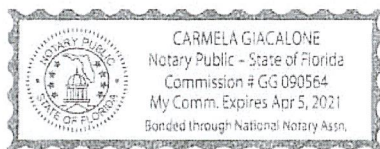
The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

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

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

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

(SEAL)



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

SUBMIT BID TO:

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

III. BID SCHEDULE

Concrete, Brick and Mortar Repair & Replacement

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

BID SCHEDULE - UNIT PRICES

Weighted Section A: (35%)

Sidewalk - 4" thick	\$ <u>10.05</u> /SQFT
Sidewalk - 6" thick	\$ <u>12.15</u> /SQFT
Concrete Pavement - 6" thick	\$ <u>14.70</u> /SQFT
Stamped Sidewalk - 4" thick	\$ <u>24.50</u> /SQFT
Stamped Sidewalk - 6" thick	\$ <u>28.50</u> /SQFT
Salt Finish Sidewalk - 4" thick	\$ <u>15.73</u> /SQFT

Weighted Section B: (10%)

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

Weighted Section C: (25%)

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

Weighted Section D: (10%)

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

Weighted Section E: (10%)

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

Weighted Section F: (10%)

Material Surcharge	<u>10</u> /%
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Unweighted Line Items

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

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

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

EVALUATION CRITERIA:

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

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



Gilliam Construction References

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

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

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

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



Gilliam Construction Capability Statement

DIFFERENTIATOR'S

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

NAICS:

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

GILLIAM CONSTRUCTION

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

CORE COMPETENCIES

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

PAST PERFORMANCE

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

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

Phone: (941) 723-1000

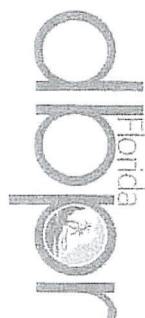
Fax: (941) 723-1001

Website: gcgilliamconstruction.com



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MULLINEX, LATORA GILLIAM

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

LICENSE NUMBER: CGC1524793

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

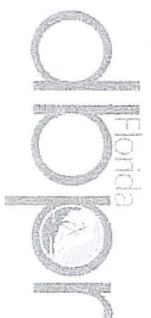
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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MULLINEX, CHRISTOPHER E SR

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

LICENSE NUMBER: CGC1522107

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	☐ ☐	BAK-24858-4	03-14-2020	03-14-2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 3,000,000																			
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		\$																		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ N/A ☐				<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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	E.L. DISEASE - EA EMPLOYEE	\$																		
E.L. DISEASE - POLICY LIMIT	\$																			
C	BUILDERS RISK	☐ ☐	MXI930798242766	6/12/2020	6/12/2021	\$300,000														
D	PROFESSIONAL LIABILITY	☐ ☐	KAE 000-0149	4/02/2020	4/02/2021	\$1,000,000														

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

GENERAL CONTRACTOR AND CONCRETE WORK

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

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

AUTHORIZED REPRESENTATIVE

Verified by PDFFiller

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

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

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

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

COVERAGES

CERTIFICATE NUMBER: 58340575

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Rick Leonard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2019

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

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

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

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VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

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

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

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

by:

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

for:

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

at:

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

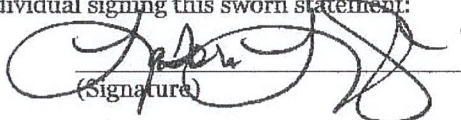
and (if applicable), its Federal Employer Identification Number (FEIN):

40-4098717
(FEIN)

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

(SSN)

by the individual signing this sworn statement:


(Signature)

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

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

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

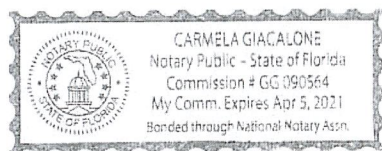
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC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

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of October, 2020, by Latea Gilliam Mullins, who is personally known to me or has produced _____ as identification.

(SEAL)



Carmela Giacalone
Notary Public - State of Florida

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

VII. NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Manatee

I state that I Latora Gilliam Mullinex, Managing member of Gilliam Construction LLC
(Name and Title) (Name of Firm)

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

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

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

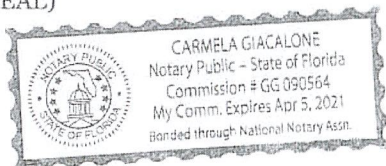
Name of Organization: Gilliam Construction LLC

Signed By: [Signature]

Print Name: Latora Gilliam Mullinex

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

(SEAL)



[Signature]
Notary Public - State of Florida

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

Bid Results - Concrete, Brick and Mortar Repair & Replacement

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

Bid Package Review

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

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

Issue Considered: Shenandoah General Construction LLC Service Agreement

Date: April 27, 2021

Prepared By: Kathy Kapusta, Procurement Manager

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. STORMWATER PIPE CLEANING

THE 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 "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, Vendor is currently under contract with CITY OF CLEARWATER for 2021 STORMWATER PIPE CLEANING (the "City of Clearwater Contract").

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

WHEREAS, pursuant to Florida Statute 287.057 and Section 2-291 of the City's Code of Ordinances adopted by the City Commission, the City is authorized to "piggy-back" onto the City of Clearwater for the same or similar services.

WHEREAS, the Vendor 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 Contract.

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Vendor 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. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor 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 Agreement.
- b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor 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) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Vendor 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 Vendor's E-Verify number.
- d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor 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 Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

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

5. Vendor shall deliver the goods, or provide the services, described herein no later than 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 Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

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

8. Vendor fully warrants the title to any and all goods provided hereunder and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to

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

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

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

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

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

- a. Sufficient funds are not available to continue its full and faithful performance to the 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 Vendor.

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

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

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

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

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

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

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's "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. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

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

As to Vendor:

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 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: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

**(Vendor’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: Boca Ciega Isle Drive Stormwater Improvements Change Order

Date: April 27, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: This Change Order covers more than 40 unforeseen issues and unanticipated events that occurred throughout the duration of the construction that caused the contractor to divert resources, time, and materials away from the main tasks for the project. Each of the issues was reviewed by Public Works at the time of occurrence and determined to be necessary to complete the project. Working to complete this project ahead of the next flooding season the issues were approved individually but not brought forward for payment until the end of the project so as to not delay the work. This project was constructed using the existing On-Call Civil and Large Pipeline Contracting Services Agreement with Rowland, Inc. This form of contract uses a time and material billing process, not a lump sum process. The City is invoiced for the actual work performed by the contractor using certified timesheets, equipment logs, subcontractor invoices, and material receipts. This process ensures that the City pays for only the effort and materials necessary to perform the work. Details outlining each of these events is included in the attached Change Order Log. The final invoice for payment includes the cost for these events in addition to the remaining balance of \$33,361.61 for work performed.

Funding: 103-6108-537-5655

Requested Motion: I move to approve Change Order 1 for Boca Ciega Isle Drive Stormwater Improvements with Rowland Inc., in the amount of \$251,527.41.

Attachments:

1. BOCA CIEGA ISLE DRIVE STORMWATER IMPROVEMENTS CHANGE ORDER LOG
2. BOCA CIEGA ISLE DRIVE STORMWATER IMPROVEMENTS FINAL INVOICE

	<u>DATE</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	3/24/2020 - 3/26/2020	Work on installing 24" Wa-Pro Valve, however condition of pipe is deteriorated with barnacles and cracked on the inside. Out of round. Beginning to wash from behind sea wall. Had to rent plug from NTS to keep water out so we could install valve at structure S-1 instead	\$ 10,368.25
2	3/30/2020- 3/31/2020	Begin work at S-1 and located a 4" watermain not in location as shown on plans. Also discovered a 2" jumper that no one seems to know what/ how it feeds the residence. Discovered major power drop at S-1 that will need to be re-routed and safed up. Watermain and power are in direct conflict with storm drain instalaltion	\$ 9,702.25
3	5/15/2020	Had to set up speed pump to locate the power, phone, water, sewer. Had to hand locate everything in this area to determine conflicts at S-1	\$ 5,140.00
4	5/29/2020	Had to remove trees and stumps at 914 Boca Ciega Isle so Duke could install support for power pole	\$ 5,155.00
5	6/8/2020	Found water leaking in roadway. Discovered a reclaim service leaking that was not scheduled to be replaced until later with storm drain installation. Had to replace	\$ 5,135.00
6	6/19/2020	Potable water line brok when replacing reclaim because of repair clamp (unknown0 was already leaking	\$ 5,394.00
7	7/8/2020- 7/10/2020	Dug up storm pipe at S-1. Had to relocate sanitary lateral that is going thru the existing box. Begin hadn dig for a collar to connect our existing pipe and found the storm drain is leaking. Attempted to pressure grout but unable to stop the leak becuase of the amount of water that is by-passing in this storm drain system. Unable to remove the existing	\$ 15,966.25
8	7/13/2020	Pull wellpoint system out of S-1 and backfill and base in the area, because of existing storm system	\$ 4,804.00
9	7/21/2020	Installed a joint out of S-2 and found that now the 6" reclaim is on other side of rioad than depicted on plans. Have to cut/ cap and remove ou of the way. Rain came in and flooded jobsite	\$ 4,452.50
10	7/22/2020	Because of condition of reclaim had to cut back further and pump put more water because of rain from the day before	\$ 5,563.75
11	7/23/2020	Prepping to install new 45D Bend and valve for 6" reclaim prepping for rain	\$ 3,620.00
12	7/24/2020	Re-Routed new reclaim line at S2 to S7	\$ 4,804.00
13	7/31/2020	Had to reset wellpoint discharge system because of odor at 914 was told to re-route to the park on the other side of the island	\$ 6,696.50
14	8/17/2020	Heavy rains in the morning. Flooded out job. Unable to work until after 12:00 when able to get system pumped down again	\$ 5,372.00
15	8/18/2020	Heavy rain in monring. Pumped down system get ready to lay again and 4" county watermain broke. Had to wait to get repaired	\$ 8,399.23
16	8/19/2020	Spent morning pumping out the watermain until able to lay pipe	\$ 4,791.50

17	8/21/2020	Unable to continue with storm until County advises on watermain	\$ 4,310.00
18	10/1/2020	Pasadena Ave- Adjust Ring and Cover in preparation for asphalt	\$ 2,860.00
19	10/15/2020	Spent morning pumping out the storm drain system to install plug at S-3 to continue with storm drain installation	\$ 4,805.25
20	10/16/2020	Had to install more sod at middle school	\$ 4,145.00
21	10/23/2020	Spending time trying to locate sewer laterals and existing reclaim	\$ 5,610.50
22	10/26/2020	Set up for 6" cut and cap on existing reclaim to facilitate storm drain installation	\$ 4,654.50
23	10/28/2020	6" Reclaim diversion around storm drain install	\$ 5,130.25
24	10/29/2020	Installing 6" restraint on reclaim because of fittings	\$ 5,119.25
25	11/4/2020	Removed Wa-Pro Valve at start of project and assisted with coffer dam installation	\$ 5,327.25
26	11/9/2020	Heavy rain thru out the day trying to maintain positive drainage	\$ 4,896.00
27	11/10/2021	Dewatering existing system to keep pipe installation. Having to constantly pump down the system to work because of the rains	\$ 5,892.00
28	11/11/2020	Clean project and safe everything up for the storm. Open plugs to ensure everything can drain as soon as tide recedes	\$ 2,799.00
29	11/12/2020	Clean up after rain storm	\$ 4,559.75
30	11/13/2020	Try to repair coffer dam from storm by sealing up ends. Pumping everything down	\$ 4,589.50
31	11/18/2020	Spent 1/2 day locating existing storm junction box at 914 Boca Ciega isle to gain access to everything and see what we can work with	\$ 4,910.50
32	11/19/2020	Assist Vac truck in the area to clean junction box	\$ 4,488.00
33	12/4/2020	Spent all day connection at S1 and pour the collar set sumps up to protect mud work in case of rains...	\$ 5,114.00

34	12/16/2020	Re-Install Wa-Pro valve at S1 new structure	\$ 4,327.50
35	12/17/2020	Install/ Reoute additional 6" reclaim main	\$ 4,652.50
36	1/8/2021	Reclaim cut and cap for S9 crossing	\$ 5,066.25
37	1/12/2021	Reclaim reinstall at S9	\$ 5,443.75
38	1/26/2021	Sewer Manhole Ring and Cover Replacements. Not originally oplanned on changing	\$ 5,502.25
39	1/27/2021	Install new rign and covers. Not orignally planning on completing	\$ 5,339.50
40		Coffer Dam Installation	\$ 15,570.50
41		TV Storm Drain Existing and Proposed	\$ 3,000.00
42		Reclaim Diversion Materials Only	\$ 3,178.00
43		Additional MOT (Added Time)	\$ 872.18
44		Additional Sewer Materials Only	\$ 3,000.00
45		Additional Base Material	\$ 6,000.00
46		Additional Trucking to haul off Organics	\$ 5,000.00

Change Order Amount

\$ 251,527.41



ROWLAND JOB #: 20-40
PROJECT: St. Pete Beach
Boca Ciega Isle Dr. - Improvements
PAYMENT PERIOD: 2/1/21 to 3/5/21

TOTAL DUE \$	284,889.02
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Rowland, Incorporated
 Boca Ciega Isle Drive - Improvements
 P.O. #20-00834 / Pay Request #10 & FINAL
 2/1/2021 to 3/5/2021 (FINAL)

Item	Description	Quant.	u/m	Unit cost	Total
LABOR					
1	Foreman	184.00	Hour	68.00	12,512.00
1a	Foreman - overtime	24.50	Hour	102.00	2,499.00
2	Operator	347.50	Hour	51.00	17,722.50
2a	Operator - overtime	14.50	Hour	76.50	1,109.25
3	Truck Driver	123.00	Hour	30.00	3,690.00
3a	Truck Driver - overtime	0.00	Hour	45.00	0.00
4	Pipe-Layer - for pipes ≤ 48" Dia.	340.50	Hour	46.00	15,663.00
4a	Pipe-Layer - overtime	27.50	Hour	69.00	1,897.50
5	Laborer	184.00	Hour	42.00	7,728.00
5a	Laborer - overtime	3.50	Hour	63.00	220.50
EQUIPMENT					
6	Foreman's P/U w/ Hand Tools	208.50	Hour	30.00	6,255.00
7	Job Truck w/Tools	236.00	Hour	35.00	8,260.00
8	Crane (20 Ton)	0.00	Hour	75.00	0.00
9	Crane (60 Ton)	0.00	Hour	110.00	0.00
10	Tractor & Trailer (Transport)	8.00	Hour	20.00	160.00
11	Track Hoe (to 100 HP)	65.00	Hour	90.00	5,850.00
12	Track Hoe (101 HP to 170 HP)	72.50	Hour	100.00	7,250.00
13	Rubber Tired Backhoe	0.00	Hour	40.00	0.00
14	Wheel Loader (to 150 HP)	285.00	Hour	65.00	18,525.00
15	Wheel Loader (151 HP and up)	0.00	Hour	68.00	0.00
16	Track-Type Tractors (to 100 HP)	56.00	Hour	15.00	840.00
17	Track-Type Tractors (101 HP up)	0.00	Hour	20.00	0.00
18	Dump Truck (Tandem Axel)	90.00	Hour	60.00	5,400.00
19	Plate Tamp	16.00	Hour	5.00	80.00
20	3" Trash Pump	62.00	Hour	5.00	310.00
21	4" Double Diaphragm Pump	0.00	Hour	10.00	0.00
22	Air Compressor (125 C.F.M. Min.)	0.00	Hour	10.00	0.00
23	Well Point Pump	0.00	Day	80.00	0.00
24	4" Jet Pump	0.00	Day	50.00	0.00
MATERIAL					
25	2500psi Concrete (Un-formed)	0.00	Cu.	100.00	0.00
26	Offsite Select Fill	0.00	Cu.	3.00	0.00
27	Limerock Base Material	594.00	Ton	6.00	3,564.00
28	#57 Washed Stone	0.00	Ton	23.00	0.00
29	Asphalt Paving (1½" Thick, Type S-3)	0.00	Sq. Yd.	3.50	0.00
30	Bahia Sod	278.00	Sq. Yd.	5.50	1,529.00
SUB-CONTRACTOR					
31	Welder w/ Truck	0.00	Hr	55.00	0.00
32	Tractor with 7' Bush Hog	0.00	Hr	15.00	0.00
Miscellaneous Materials		1	ls	163,824.27	163,824.27
				Total =	\$284,889.02

Item	Description	Total	02/01/21	02/03/21	02/04/21	02/05/21	02/08/21	02/09/21	02/10/21	02/11/21	02/12/21	02/15/21	02/16/21	02/17/21	02/18/21	02/19/21	02/22/21	02/23/21	02/24/21	02/25/21	02/26/21	03/01/21	03/02/21	03/03/21	03/04/21	03/05/21	
LABOR																											
1	Foreman	184.00																									
	R. Perry	184.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	
1a	Foreman - overtime	24.50																									
	R. Perry	24.50	1.00	1.00	1.00	1.00	1.00	1.00	1.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	2.00	1.00	1.00	1.00	1.00	1.00	
2	Operator	347.50																									
	J. Rau	176.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	
	A. Witchard	171.50	8.00	8.00	8.00	8.00	8.00	8.00	6.50	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	5.00	8.00	8.00	8.00	8.00	8.00	
2a	Operator - overtime	14.50																									
	J. Rau	8.50	0.00	0.50	0.50	0.50	0.50	0.50	1.50	0.50	1.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	
	A. Witchard	6.00	0.50	0.50	0.50	0.50	0.50	0.50	0.00	0.50	0.50	0.50	0.50	0.50	0.00	0.00	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3	Truck Driver	123.00																									
	J. Fender	54.00	0.00	0.00	0.00	0.00	0.00	4.00	2.00	0.00	8.00	7.00	0.00	7.00	2.00	3.00	4.00	0.00	2.00	0.00	8.00	3.00	0.00	4.00	0.00	0.00	
	C. Robbins	69.00	2.00	0.00	2.00	0.00	4.00	2.00	6.00	8.00	0.00	7.00	7.00	7.00	2.00	2.00	0.00	4.00	0.00	0.00	3.00	3.00	0.00	2.00	0.00	4.00	
4	Pipe Layer	340.50																									
	J. Rutherford	192.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	
	R. Burkspile	148.50	4.50	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	
4a	Pipe Layer - overtime	27.50																									
	J. Rutherford	25.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	1.00	1.00	1.00	1.00	1.00	
	R. Burkspile	2.50	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.50	0.00	0.00	0.00	0.00	
5	Laborer	184.00																									
	W. Wenner	184.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	
5a	Laborer - overtime	3.50																									
	W. Wenner	3.50	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	1.00	0.50	0.00	0.00	0.50	0.00	

Rowland, Incorporated

Item	Description	Total Hours	02/01/21	02/03/21	02/04/21	02/05/21	02/08/21	02/09/21	02/10/21	02/11/21	02/12/21	02/15/21	02/16/21	02/17/21	02/18/21	02/19/21	02/22/21	02/23/21	02/24/21	02/25/21	02/26/21	03/01/21	03/02/21	03/03/21	03/04/21	03/05/21
EQUIPMENT																										
8	Foreman's PU w/ hand tools	208.50																								
	PU-63	208.50	9.00	9.00	9.00	9.00	9.00	9.00	9.50	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	10.00	9.00	9.00	9.00	9.00	9.00
7	Job truck w/hoos	236.00																								
	VAN-25	217.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	10.00	9.00	9.00	9.00	9.00	9.00
	FB-25	19.00	0.00	0.00	0.00	0.00	2.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	3.00	0.00	0.00	0.00	2.00	0.00	4.00
10	Tractor & Trailer (Transport)	8.00																								
	LB-1	8.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	Track Hoe (to 100 HP)	65.00																								
	BH-31	65.00	8.00	8.00	6.00	8.00	4.00	8.00	6.00	4.00	2.00	0.00	0.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	2.00	2.00	0.00	0.00
12	Track Hoe (101 HP to 170 HP)	72.50																								
	BH-22	45.50	0.00	0.00	0.00	0.00	0.00	0.00	8.50	8.00	8.00	8.00	8.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	G-2 (Motor Grader)	27.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00	6.00	6.00	5.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	Wheel Loader (to 160 HP)	285.00																								
	L-20	168.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	3.00
	L-24	117.00	8.00	8.00	8.00	8.00	4.00	4.00	7.00	8.00	8.00	8.00	8.00	8.00	4.00	4.00	4.00	4.00	4.00	6.00	2.00	0.00	2.00	0.00	0.00	0.00
16	Track-Type Tractors (to 100 HP)	56.00																								
	CL-10 (Broom Tractor)	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R-15 (Roller)	50.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	8.00	8.00	8.00	4.00	7.00	0.00	4.00	4.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
18	Dump Truck (Random Axle)	90.00																								
	DT-5	38.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	7.00	0.00	7.00	0.00	3.00	0.00	0.00	0.00	0.00	8.00	3.00	0.00	2.00	0.00	0.00
	DT-6	52.00	0.00	0.00	2.00	0.00	2.00	0.00	6.00	8.00	0.00	7.00	7.00	7.00	2.00	2.00	0.00	0.00	0.00	0.00	4.00	3.00	0.00	2.00	0.00	0.00
19	Plate Tamp	16.00																								
	PT-8	16.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	2.00	2.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	3" Trash Pump	62.00																								
	TP-9	45.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	8.00	6.00	6.00	6.00	2.00	0.00	0.00	6.00	6.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
	DP-10	17.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	4.00	2.00	4.00	2.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Rowland, Incorporated

Item	Description	Total Quantity	Date Utilized																
			02/01/21	02/08/21	02/09/21	02/10/21	02/11/21	02/12/21	02/15/21	02/16/21	02/17/21	02/22/21	02/23/21						
27	Limerock Base Material	594.00																	
		594.00	18.00	18.00	0.00	36.00	108.00	90.00	126.00	90.00	54.00	54.00	0.00						
28	#57 Washed Stone	0.00																	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
30	Bahia Sod	278.00																	
		278.00	0.00	111.00	111.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.00	

Rowland, Incorporated

Invoice #	Company	Description	Total Quantity												
				1/29/2021	2/15/2021	02/22/21	02/25/21	02/26/21	02/28/21	03/01/21	03/02/21	03/03/21	03/09/21		
Miscellaneous															
Total Miscellaneous Materials			163,824.27												
10% Markup			14,893.12												
Miscellaneous Materials			148,931.15												
L31451	DESI	Field Density	120.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1103	Suncoast	Concrete Curb & Driveway	30,624.50	0.00	30,624.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
91281	Boca Ground	Washed Shell (4cy)	278.20	0.00	0.00	278.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
72564	Boca Ground	Washed Shell (4cy)	278.20	0.00	0.00	0.00	278.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4907671	Seminole Septic	TV Lines	1,050.00	0.00	0.00	0.00	1,050.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4354	Leftcoast Surveyors	As-Built Survey	1,280.00	0.00	0.00	0.00	0.00	1,280.00	0.00	0.00	0.00	0.00	0.00	0.00	
L31509	DESI	Field Density	290.00	0.00	0.00	0.00	0.00	290.00	0.00	0.00	0.00	0.00	0.00	0.00	
75186	MOT Plans	MOT	771.04	0.00	0.00	0.00	0.00	0.00	771.04	0.00	0.00	0.00	0.00	0.00	
237551	Concrete on Call	3000psi Concrete	527.51	0.00	0.00	0.00	0.00	0.00	0.00	527.51	0.00	0.00	0.00	0.00	
1882319	Ferguson	Valve Box	130.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130.20	0.00	0.00	0.00	
20210303A	Tampa Dock & Seawall	Coffer Dam Removal	5,420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,420.00	0.00	0.00	0.00	
510-375	Baker Paving	Milling & Overlay	108,161.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108,161.50	0.00	0.00	

INVOICE

Rowland, Inc.

DATE: 1/29/2021

FILE NO: L2010572

INVOICE #: L31451

Bill@Rowland-Inc.com

Carolyn@Rowland-Inc.com

Due Upon Receipt

Please Remit To:

P.O. Box 17839

Clearwater, FL 33762

**RE: Invoice for materials testing on the referenced project:
St. Pete Beach Annual #1792**

RPT NO.	DATE OF SERVICE	DESCRIPTION	UNIT FEE	HRS/ QNTY	COST
---------	-----------------	-------------	----------	-----------	------

Boca Ciega Isle:

10	1/26/2021	Field Density Testing (minimum 3 tests per trip)	\$20.00 Ea	3	\$60.00
11	1/28/2021	Field Density Testing (minimum 3 tests per trip)	\$20.00 Ea	3	\$60.00

TOTAL DUE: \$120.00

Kevin	<i>h</i>
Ken	
Rick	
Ryan	
Paul	
Bill	
Carolyn	
KMC	

Date:	FEB 09 2021
Job No:	
Job No:	1792
GL Acct. No.:	5850
Material	Subcontractor
Rental	Other





Suncoast Development of PC

2340 Destiny Way

Odessa, FL 33556

Phone: (727) 372-9033

Fax: (727) 375-0287

Invoice

Invoice Number

1103

Invoice Date

2/15/2021

Bill To: Rowland, Inc
6855 102nd Ave North

Pinellas Park, FL 33782

Re: Overhead / Office Job
Boca Ciega

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
1	20-40	Est#2	Net 30 Days	3/17/2021
Quantity	Description	U/M	Rate/Unit	Price
538.00	Curb	FT	37.00	19,906.00
164.90	Driveway	SY	65.00	10,718.50

Subtotal \$ 30,624.50
Sales Tax (if applicable) \$ 0.00

Total Due \$ 30,624.50

Thank you for your business!

191

CUSTOMER'S ORD

NAME

ADDRESS

CITY, STATE, ZIP

SOLD BY CASH

QUAN.

1	4
2	
3	
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5	
6	
7	
8	
9	
10	
11	
12	

RECEIVED BY

A-4705
T-46528

K

BOCA GROUND COVER INC
13122 HALSINGHAM RD
LARGO, FL 33774
7275952662

Merchant ID: 1973
Term II: 0502

Store II: 5611
Ref II: 0008

Phone Order

XXXXXXXXXXXX5047

VISA

Entry Method: Manual

Amount: \$ 278.20
Tax: \$ 0.00
Total: \$ 278.20

02/22/21

13:40:01

Inv II: 000008

Appr Code: 212204

Transaction ID: 301053672011552

Apprvd: Online

BatchII: 000192

AVS Code: EXACT MATCH Y

CVV2 Code: MATCH M

Customer Copy

THANK YOU

01-11

BOCA GROUND COVER INC
13122 HALSINGHAM RD
LARGO, FL 33774
7275952662

Merchant ID: 1973
Term II: 0502

Store II: 5611
Ref II: 0002

3040

CUSTOMER

NAME

ADDRESS

CITY, STATE

SOLD BY

QUAN.

1	4
2	
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4	
5	
6	
7	
8	
9	
10	
11	
12	

RECEIVED BY

A-4705
T-46528

Phone Order

XXXXXXXXXXXX5047

VISA

Entry Method: Manual

Amount: \$ 278.20
Tax: \$ 0.00
Total: \$ 278.20

02/25/21

08:26:35

Inv II: 000002

Appr Code: 705262

Transaction ID: 461056483951413

Apprvd: Online

BatchII: 000195

AVS Code: EXACT MATCH Y

CVV2 Code: MATCH M

Customer Copy

THANK YOU

KEEP THIS SLIP FOR REFERENCE

01-11

SEMINOLE SEPTIC

WIND RIVER ENVIRONMENTAL LLC

Wind River Environmental LLC.
8530 Starkey Rd
Largo FL 33777



BILL TO

1869 1 MB 0.450 E0310X I0543 D7269834252 S2 P8066926 0001:0001



ROWLAND INC.
Ken - Kevin Rowland
6855 102ND AVE N
PINELLAS PARK FL 33782-2918

Kevin	✓
Ken	✓
Rick	
Ryan	
Paul	
Bill	
Carolyn	
KMC	
Drake	

Invoice

Customer Number: 2363669

Questions: 727-392-1352

JOB SITE

914 Boca Ciega Isle Dr. - SPB -- TV Storm
914 Boca Ciega Isle Dr.
St Pete Beach FL 33706

Service Date: 24-Feb-2021

Invoice Number: 4907671

Order Number: 8414001908

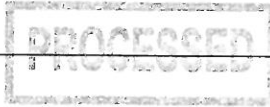
P.O. Number:

Invoice Date: 25-Feb-2021

Order Date: 22-Feb-2021

Quantity	Service Type	Amount	Tax
5.25	DC - C - Camera 1st Hour	\$1,050.00	\$0.00

Date:	MAR - 8 2021
Job No:	
Job No:	2040
GL Acct. No.:	5030
Material	Subcontractor
Rental	Other



Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$1,050.00	\$0.00	\$0.00	\$1050.00		\$0.00	Due on Receipt	\$1,050.00

TO VIEW AND PAY ONLINE GO TO:

<http://wrenvironmental.billtrust.com>

USE THE ENROLLMENT CODE:

GBS FGD PGQ

Please detach here and return the bottom portion with your payment.

From:

Rowland Inc.
Ken - Kevin Rowland
6855 102nd Avenue North
Pinellas Park, FL 33782

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2363669	8414001908	4907671	25-Feb-2021	\$1,050.00

We accept the following credit cards within 30 days of the invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit www.wrenvironmental.com/policies



Remit To:

Wind River Environmental LLC.
P.O. Box 22074
New York, NY 10087-2074

LEFTCOAST SURVEYORS, INC.

CONSTRUCTION SURVEYORS FOR THE CONSTRUCTION INDUSTRY SINCE 2000

INVOICE

To:

Rowland, Inc.
6855 102nd Avenue North
Pinellas Park, Florida 33782
Ph: 546-8464

Invoice No. **4354**
Job No. **20-922**
Date: **02/26/2021**

(PLEASE REFERENCE INVOICE NUMBER ON ALL CHECKS)

Project Name:

Boca Ciega Isle Drive Drainage Improvements – City of St. Pete Beach

Billing Period 01/29/2021 through 02/26/2021

In Contract Services:

Begin field storm as-built work
Begin office work for as-built survey

In contract amount due this invoice \$ 1,000.00

Out Of Contract Services:

2/21/21 – Stake centerline of roadway crown with nails set in lime rock to grade

Field Crew	2.0 hrs @ \$140.00
CAD Technician	0.0 hrs @ \$ 70.00
Professional Surveyor	0.0 hrs @ \$ 90.00

Out of contract amount due this invoice \$ 280.00

TOTAL AMOUNT DUE THIS INVOICE: \$ 1,280.00

Please submit payment to:

Leftcoast Surveyors, Inc.
2363 1st Avenue North
St. Petersburg, Florida 33713

Please submit payment within 30 days of invoice date and include invoice number on all checks.

Thanks for allowing us to do business with you!

INVOICE

Rowland, Inc.

Bill@Rowland-Inc.com
Carolyn@Rowland-Inc.com

DATE: 2/26/2021
 FILE NO: L2010572
 INVOICE #: L31509

Due Upon Receipt

Please Remit To:
 P.O. Box 17839
 Clearwater, FL 33762

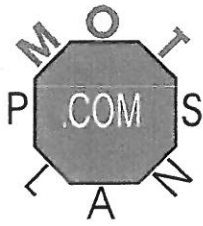
**RE: Invoice for materials testing on the referenced project:
 St. Pete Beach Annual #1792**

RPT NO.	DATE OF SERVICE	DESCRIPTION	UNIT FEE	HRS/ QNTY	COST
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Boca Ciega Isle:

13	2/11/2021	Field Density Testing (minimum 3 tests per trip)	\$20.00 Ea	3	\$60.00
14	2/2/2021	Field Density Testing (minimum 3 tests per trip)	\$20.00 Ea	3	\$60.00
15	2/4/2021	Field Density Testing	\$20.00 Ea	4	\$80.00
12	1/26/2021	AASHTO T-180 Laboratory Proctor	\$90.00 Ea	1	\$90.00

TOTAL DUE: \$290.00



MOTPlans
631 NE 45 St
Oakland Park, FL 33334

Invoice

Date	Invoice #
2/28/2021	75186

Bill To
Rowland Inc 6855 102 Ave N. Pinellas Park, FL 33782

Ship To
Boca Ciega Isle Dr ST Pete Beach

PO #	Project #	Job #	Rep	Terms																								
20-40			EP	Net 30																								
Item	Description	Quantity x Days	Rate	Amount																								
Signs	8 Workzone Signs 2/1-2/28	224	0.65	145.60T																								
Drums	30 Drums 2/1-2/28	840	0.40	336.00T																								
T3	5 Type III Barricade 2/1-2/28	140	0.85	119.00T																								
Drums	30 Drums 2/1-2/10	300	0.40	120.00T																								
	<table><tr><td>Kevin</td><td>h</td><td>Date: MAR 04 2021</td></tr><tr><td>Ken</td><td></td><td>Job No: 2040</td></tr><tr><td>Rick</td><td></td><td>GL Acct. No.: 5040</td></tr><tr><td>Ryan</td><td></td><td>Material Subcontractor</td></tr><tr><td>Paul</td><td></td><td>Rental Other</td></tr><tr><td>Bill</td><td></td><td></td></tr><tr><td>Carolyn</td><td></td><td></td></tr><tr><td>KMC</td><td></td><td></td></tr></table>	Kevin	h	Date: MAR 04 2021	Ken		Job No: 2040	Rick		GL Acct. No.: 5040	Ryan		Material Subcontractor	Paul		Rental Other	Bill			Carolyn			KMC					
Kevin	h	Date: MAR 04 2021																										
Ken		Job No: 2040																										
Rick		GL Acct. No.: 5040																										
Ryan		Material Subcontractor																										
Paul		Rental Other																										
Bill																												
Carolyn																												
KMC																												
		Sales Tax (7.0%) \$50.44																										

Phone #	Fax #	E-mail	Web Site
954-612-7666	954-759-9186	AR@motplans.com	www.motplans.com

CONCRETE-ON-CALL, INC

727-573-4683|941-746-0288|813-221-4683
www.concreteoncall.com
Post Office Box 1577
Pinellas Park, FL 33780-1577

Invoice

Date	Invoice #
3/1/2021	237551

Bill To
Rowland, Inc. 6855 102nd Avenue North Pinellas Park, FL 34666

Ship To
610 Boca Ciega Point Blvd S St. Petersburg, FL 33708

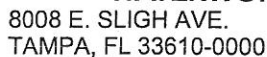
P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		3/1/2021			

Quantity	Item Code	Description	Price Each	Amount
1	PINFY	First Yard Pinellas with Delivery Charge	174.00	174.00T
2	PINA	Additional Yards of Concrete - Pinellas	124.00	248.00T
3	ENV	Environmental Fee	5.00	15.00T
3	FIBER	Fibermesh	7.00	21.00T
1	FUEL	Fuel Surcharge per Truck	35.00	35.00T
		Sales Tax	7.00%	34.51

Phone #	E-mail	Total	\$527.51
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727-573-4683

cocinvoices@yahoo.com





12401 49th St. N.
 Clearwater, FL 33762
 Phone 813.495.7727 Fax 813.364.1779

INVOICE

DATE: March 3, 2021
INVOICE # 20210303A
FOR: *Coffer Dam Removal - 914
 Boca Ciega Isle Dr.*

Bill To:
 ROWLAND INC.
 6855 102ND AVE. N.
 PINELLAS PARK, FL 33782

DESCRIPTION	AMOUNT
Balance of contract	\$5,420.00
Contract amount: \$14,155.00	
Payment: (\$8,735.00)	
Remaining on Contract after this payment: \$0.00	
TOTAL	\$5,420.00

Make all checks payable to Tampa Dock

THANK YOU FOR YOUR BUSINESS!

Baker Paving



1001 Wood Street
Largo, FL
33770

Invoice

Date	Invoice #
3/9/2021	510-375

Bill To
Rowland Inc. Kevin McLaughlin 6855 102nd Ave N Pinellas Park, FL 33782

Project name
City of St Pete Beach Boca Ciega Isle Drive St Pete Beach, Fl

Item	Description	Quantity	UM	Unit Price	Amount
380-1150	Milling & Overlay				
B-3	Milling Existing Asphalt Pavement 1.5" Avg. (SY)	9,300		2.00	18,600.00
	1.5" SP-9.5 Asphalt (1-lift) (SY)	9,300		7.90	73,470.00
B-3	New Construction				
	1.5" SP-9.5 Asphalt (1-lift) (SY)	1,885		7.90	14,891.50
A-1	Striping (Min charge) (LS)	1		1,200.00	1,200.00
Notes; Based on 1 Mobilization (included). M.O.T. by others. Asphalt Plant testing included. Field testing (if required) by others. All work to be Completed on Weekdays and in Daylight hours.					
Terms					Total \$108,161.50
Phone #	E-mail				
727-519-6376	rbaker@bakerpaving.com				

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

Issue Considered: Reclaimed Water Lateral Line Repairs

Date: April 27, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City's reclaimed water service laterals are failing at an accelerated rate. In an effort to preserve the City's roadways and prevent the excavation of newly resurfaced City streets, the City is proactively replacing these aging reclaimed water laterals beneath the roadways that are programmed for replacement. Reclaimed laterals beneath streets in the City's Fiscal Year 2022 paving program are scheduled for replacement during Fiscal Year 2021. This authorization will permit the replacement of reclaimed laterals utilizing the existing On-Call Civil and Large Pipeline Contractor Services Agreement with Rowland, Inc. in an amount not to exceed the annual Reclaimed Water - Capital Improvements budget availability, including any amendments made to that budget. Cost estimates will be requested from Rowland and individual purchase orders will be issued for the work. Work performed under the On-Call Civil & Large Pipeline Contractor Services Agreement is billed for based on actual labor, material, and subcontractor costs to perform the work. Actual cost of construction may be more or less depending on field conditions and unforeseen circumstances that may arise during construction.

Funding: Reclaimed Water - Capital Improvements (102-6108-537-5655)

Requested Motion: I move to approve the utilization of the existing On-Call Civil & Large Pipeline Contractor Services Agreement for failing reclaimed water service line repairs & replacements in an amount not to exceed the annual Reclaimed Water - Capital Improvements budget availability until September 30th, 2021, including one additional one-year extension thereafter.

Attachments:

1. ROWLAND ON-CALL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES AGREEMENT

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

On-Call Civil & Large Pipeline Contractor Services

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

WHEREAS, Contractor is currently under contract with Tampa Bay Water for On-Call Civil & Large Pipeline Contractor Services (the "TBW Contract"); and

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

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods or services described in the TBW Contract attached hereto and incorporated herein as Exhibit B.
4. Contractor shall deliver the goods, or provide the services, described herein no later than September 30, 2021 ("completion date").

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Upon Contractor's satisfactory delivery of the goods, or full performance of the services, 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 C.
7. Contractor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Contractor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
8. Contractor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Contractor further warrants that any defects in the goods shall be properly repaired by Contractor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.
9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
10. Contractor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Contractor guarantees said services for a period of 18 months from the date of final performance. Contractor shall provide all labor and materials necessary to repair any defective workmanship reported to Contractor within said guarantee period.
11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's

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

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

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

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

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

- a. Florida public records law (Exhibit "A")
- b. Contractor's "piggy-back" contract (Exhibit "B")
- c. Contractor's awarded bid submittal (Exhibit "C")

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

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

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

As to Contractor:

Rowland Inc.
 Attn: Kevin D. Rowland
 President
 6855 102nd Ave. N.
 Pinellas Park, FL 33782

As to City:

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

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

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

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

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

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

Rowland Inc.:

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

 Andrew Dickman
 City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

 Rebecca C. Haynes
 City Clerk

EXHIBIT "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")

On file
Clerk Records

approved
1/9/19
consent

Rowland, Incorporated
76th Ave. - 30" Storm Drain Repair
COST ESTIMATE

Item	Description	Quant.	u/m	Unit cost	Total
LABOR					
1	Foreman	40.00	Hour	68.00	2,720.00
1a	Foreman - overtime	5.00	Hour	102.00	510.00
2	Operator	80.00	Hour	51.00	4,080.00
2a	Operator - overtime	0.00	Hour	76.50	0.00
3	Truck Driver	16.00	Hour	30.00	480.00
3a	Truck Driver - overtime	0.00	Hour	45.00	0.00
4	Pipe-Layer - for pipes ≤ 48" Dia.	80.00	Hour	46.00	3,680.00
4a	Pipe-Layer - overtime	0.00	Hour	69.00	0.00
5	Laborer	80.00	Hour	42.00	3,360.00
5a	Laborer - overtime	5.00	Hour	63.00	315.00
EQUIPMENT					
6	Foreman's P/U w/ Hand Tools	85.00	Hour	30.00	2,550.00
7	Job Truck w/Tools	101.00	Hour	35.00	3,535.00
8	Crane (20 Ton)	0.00	Hour	75.00	0.00
9	Crane (60 Ton)	0.00	Hour	110.00	0.00
10	Tractor & Trailer (Transport)	0.00	Hour	20.00	0.00
11	Track Hoe (to 100 HP)	40.00	Hour	90.00	3,600.00
12	Track Hoe (101 HP to 170 HP)	0.00	Hour	100.00	0.00
13	Rubber Tired Backhoe	0.00	Hour	40.00	0.00
14	Wheel Loader (to 150 HP)	40.00	Hour	65.00	2,600.00
15	Wheel Loader (151 HP and up)	0.00	Hour	68.00	0.00
16	Track-Type Tractors (to 100 HP)	0.00	Hour	15.00	0.00
17	Track-Type Tractors (101 HP up)	0.00	Hour	20.00	0.00
18	Dump Truck (Tandem Axel)	0.00	Hour	60.00	0.00
19	Plate Tamp	8.00	Hour	5.00	40.00
20	3" Trash Pump	8.00	Hour	5.00	40.00
21	4" Double Diaphragm Pump	0.00	Hour	10.00	0.00
22	Air Compressor (125 C.F.M. Min.)	8.00	Hour	10.00	80.00
23	Well Point Pump	3.00	Day	80.00	240.00
24	4" Jet Pump	0.00	Day	50.00	0.00
MATERIAL					
25	2500psi Concrete (Un-formed)	0.00	Cu.	100.00	0.00
26	Offsite Select Fill	10.00	Cu.	3.00	30.00
27	Limerock Base Material	0.00	Ton	6.00	0.00
28	#57 Washed Stone	5.00	Ton	23.00	115.00
29	Asphalt Paving (1½" Thick, Type S-3)	0.00	Sq. Yd.	3.50	0.00
30	Bahia Sod	0.00	Sq. Yd.	5.50	0.00
SUB-CONTRACTOR					
31	Welder w/ Truck	0.00	Hr	55.00	0.00
32	Tractor with 7' Bush Hog	0.00	Hr	15.00	0.00
	Miscellaneous Materials	1	ls	2,200.00	2,200.00
Total =					<u>\$30,175.00</u>

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

Issue Considered: Caladesi Fire Station 23 Bunk Room Job Ordering Contracting (JOC) Proposal

Date: April 27, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested a price proposal from Caladesi Construction Company, utilizing the Pinellas County Job Order Contracting (JOC) program, to renovate the Firefighter Bunk Rooms at Fire Station 23. The proposed modifications include upgraded private sleeping quarters with alterations to the HVAC, electrical, fire alarm and fire sprinkler systems. Utilizing the County's JOC program, which allows cooperative purchasing, allows the City to expedite projects by reducing the construction administration and procurement timelines.

This construction authorization will require the re-appropriation of approximately \$15,900.00 from funds allocated to Fire Station 22 Facility improvements.

Funding: CIP - Fire Station 23 Facility - 301-8000-590-0039

Requested Motion: I move to approve the price proposal under the Pinellas County Job Order Contracting Contract with Caladesi Construction Company in the amount of \$125,458.95 for renovations to the Fire Station 23 bunk rooms.

Attachments:

1. Price Proposal from Caladesi Construction Co.
2. Fire Station 23 Bunk Room Renovation Plans

Contractor Price Proposal Details - Category

Date:	4/2/2021
Job Order Number:	086436.00
Title:	Fire Station #23 Bunk Renovation: Sleeping Quarters
Contractor:	Pinellas County - Caladesi Construction Company
Contractor Number:	167-0421-CP(Df) (Co-op)
Job Order Value:	\$125,458.95

Proposal Name: Fire Station #23 Bunk Renovation: Sleeping Quarters

Proposal Value: \$125,458.95

CSI Number	Mod	UOM	Description	LineTotal
No Category Input				
1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$7,380.00
			Qty Unit Price Factor Total	
			Installation 7380 X \$1.00 X 1 \$7,380.00	
Contractor Notes: eGordian Fee				
2	01 22 20 00-0014	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,190.38
			Qty Unit Price Factor Total	
			Installation 40 X \$25.31 X 1.1758 \$1,190.38	
Contractor Notes: Flagman				
3	01 22 20 00-0041	HR	Watchman/Guard, Unarmed	\$857.02
			Qty Unit Price Factor Total	
			Installation 24 X \$30.37 X 1.1758 \$857.02	
Contractor Notes: Fire Watch				
4	01 22 23 00-0654	MO	6,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$9,620.48
			Qty Unit Price Factor Total	
			Installation 1 X \$8,182.07 X 1.1758 \$9,620.48	
5	01 51 26 00-0002	EA	Temporary Exit Light	\$204.80
			Qty Unit Price Factor Total	
			Installation 2 X \$87.09 X 1.1758 \$204.80	
6	01 51 26 00-0005	EA	Temporary GFI Device With Enclosure And Branch Wiring	\$544.04
			Qty Unit Price Factor Total	
			Installation 5 X \$92.54 X 1.1758 \$544.04	
7	01 55 26 00-0048	MO	Type III Barricade, >5' To 10' Wide With Three Reflective Rails	\$99.17
			Qty Unit Price Factor Total	
			Installation 2 X \$42.17 X 1.1758 \$99.17	

CSI Number	Mod	UOM	Description	LineTotal
No Category Input				
8	01 56 16 00-0003	SF	6 Mil Plastic Sheeting, Applied To Walls	\$196.59
			Qty Unit Price Factor Total	
		Installation	880 X \$0.19 X 1.1758	\$196.59
9	01 56 16 00-0009	EA	7' Zipper Door For Plastic Sheeting	\$10.15
			Qty Unit Price Factor Total	
		Installation	1 X \$8.63 X 1.1758	\$10.15
10	01 56 16 00-0010	LF	Zip Wall Kit And ICRA Dust Control Awareness Barrier (Per LF Of Wall)Includes up to 12' long spring loaded poles, side clamps, foam rails and 6 mil poly barrier. Excludes zip doors.	\$47.86
			Qty Unit Price Factor Total	
		Installation	10 X \$4.07 X 1.1758	\$47.86
11	01 56 16 00-0014	EA	>8 To 32 SF Individual Critical BarriersFor doors, windows, etc.	\$55.54
			Qty Unit Price Factor Total	
		Installation	4 X \$11.81 X 1.1758	\$55.54
12	01 56 16 00-0023	EA	36" x 72", 30 Layer Sticky Mat	\$831.34
			Qty Unit Price Factor Total	
		Installation	8 X \$88.38 X 1.1758	\$831.34
13	01 56 16 00-0029	SF	5/8" Gypsum Board On One Side, Temporary Wood Stud Wall, 16" On Center	\$319.82
			Qty Unit Price Factor Total	
		Installation	100 X \$2.72 X 1.1758	\$319.82
14	01 56 26 00-0005	LF	Temporary 6' High Chain Link Fence And Posts, Up To 6 Months	\$895.96
			Qty Unit Price Factor Total	
		Installation	200 X \$3.81 X 1.1758	\$895.96
15	01 56 26 00-0005	0049 MOD	For Shade Cloth, Add	\$599.66
			Qty Unit Price Factor Total	
		Installation	200 X \$2.55 X 1.1758	\$599.66
16	01 56 26 00-0035	EA	12' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months	\$469.93
			Qty Unit Price Factor Total	
		Installation	1 X \$399.67 X 1.1758	\$469.93
17	01 58 13 00-0008	EA	>24 To 32 SF, One Or Two Color Design, Engineer Grade, Reflectorized, MDO Plywood Sign	\$339.37
			Qty Unit Price Factor Total	
		Installation	1 X \$288.63 X 1.1758	\$339.37
18	01 58 13 00-0025	LF	4" x 4" Pressure Treated Wood Sign Posts	\$83.91
			Qty Unit Price Factor Total	
		Installation	16 X \$4.46 X 1.1758	\$83.91
19	01 66 19 00-0009	CY	Rubbish Handling Via Stairs, Per CY Of Material Per FloorQuantity equals material volume times bulk factor times number of floors traveled.	\$120.40
			Qty Unit Price Factor Total	
		Installation	40 X \$2.56 X 1.1758	\$120.40

CSI Number	Mod	UOM	Description	LineTotal
No Category Input				
20	01 71 13 00-0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$0.00
			Qty Unit Price Factor Total	
			Installation 0 X \$215.40 X 1.1758 \$0.00	
21	01 74 13 00-0003	CY	Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.	\$356.03
			Qty Unit Price Factor Total	
			Installation 40 X \$7.57 X 1.1758 \$356.03	
22	01 74 19 00-0013	EA	30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$1,505.95
			Qty Unit Price Factor Total	
			Installation 3 X \$426.93 X 1.1758 \$1,505.95	
23	01 74 19 00-0013	0008 CY	City Of St. Petersburg Franchise Fee, Add	\$204.02
			Qty Unit Price Factor Total	
			Installation 3 X \$57.84 X 1.1758 \$204.02	
24	01 74 23 00-0002	CSF	Clean Existing Glass Surfaces	\$114.52
			Qty Unit Price Factor Total	
			Installation 10 X \$9.74 X 1.1758 \$114.52	
25	02 41 16 13-0003	GSF	Up To 2,000 SF Commercial Building Interior Demolition, Gutting And Placing Into Dumpster Or Truck	\$4,465.69
			Qty Unit Price Factor Total	
			Installation 900 X \$4.22 X 1.1758 \$4,465.69	
26	02 83 19 13-0077	SF	Demolish Suspended Acoustical Ceiling System, Including Tile, Lead Contaminated Material	\$645.51
			Qty Unit Price Factor Total	
			Installation 900 X \$0.61 X 1.1758 \$645.51	
27	02 83 19 13-0082	EA	Demolish >2' x 4' Light Fixtures, Lead Contaminated Material	\$364.97
			Qty Unit Price Factor Total	
			Installation 8 X \$38.80 X 1.1758 \$364.97	
28	02 90 50 00-0077	MO	40' Long Job Site Storage Trailer	\$373.81
			Qty Unit Price Factor Total	
			Installation 2 X \$158.96 X 1.1758 \$373.81	
29	02 90 50 00-0078	EA	Delivery Or Pickup Job Site Storage Trailer	\$314.39
			Qty Unit Price Factor Total	
			Installation 2 X \$133.69 X 1.1758 \$314.39	
30	05 05 19 00-0126	EA	1/4" Diameter x 1-3/4" Length, Zinc Plated Steel, Concrete Strike Anchor	\$252.21
			Qty Unit Price Factor Total	
			Installation 50 X \$4.29 X 1.1758 \$252.21	
31	05 05 19 00-0200	EA	3/16" x 1-1/4" Tapcon Masonry Screw	\$214.58
			Qty Unit Price Factor Total	
			Installation 50 X \$3.65 X 1.1758 \$214.58	

CSI Number	Mod	UOM	Description	LineTotal
No Category Input				
32	05 41 00 00-0003	SF	3-5/8" Width, 16" On Center, 18 Gauge, Load Bearing, Structural Metal Stud Framing With Tracks And Runners	\$3,727.29
			Qty Unit Price Factor Total	
			Installation 1000 X \$3.17 X 1.1758 \$3,727.29	
33	05 41 00 00-0003	0131	For Walls >10' High, Add	\$740.75
			Qty Unit Price Factor Total	
			Installation 1000 X \$0.63 X 1.1758 \$740.75	
34	05 41 00 00-0003	0133	For Up To 200, Add	\$917.12
			Qty Unit Price Factor Total	
			Installation 1000 X \$0.78 X 1.1758 \$917.12	
35	06 11 16 00-0140	LF	2" x 4" Pressure Treated Wood Blocking To Steel	\$329.22
			Qty Unit Price Factor Total	
			Installation 100 X \$2.80 X 1.1758 \$329.22	
36	07 21 16 00-0005	SF	3-1/2" Thick, Kraft Faced, R-15 Fiberglass Flexible Insulation	\$834.82
			Qty Unit Price Factor Total	
			Installation 1000 X \$0.71 X 1.1758 \$834.82	
37	08 12 13 13-0041	EA	3' x 6'-8" Through 7'-2" High, 5-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame	\$1,546.69
			Qty Unit Price Factor Total	
			Installation 6 X \$219.24 X 1.1758 \$1,546.69	
38	08 14 16 00-0169	EA	3' x 7' x 1-3/4" Solid Core, Walnut Faced Door	\$1,416.82
			Qty Unit Price Factor Total	
			Installation 6 X \$200.83 X 1.1758 \$1,416.82	
39	08 71 23 00-0010	PR	4-1/2" x 4-1/2" Standard Duty, Full Mortise, Ball Bearing, Brass/Bronze, Satin Chrome Finish Hinge	\$563.18
			Qty Unit Price Factor Total	
			Installation 9 X \$53.22 X 1.1758 \$563.18	
40	08 71 23 00-2241	EA	Bath/Bedroom Privacy F02 Mortise LocksetLocked with thumb knob inside.	\$2,573.31
			Qty Unit Price Factor Total	
			Installation 6 X \$364.76 X 1.1758 \$2,573.31	
41	09 29 00 00-0013	SF	5/8" Type X Fire Rated Gypsum Board	\$3,351.03
			Qty Unit Price Factor Total	
			Installation 3000 X \$0.95 X 1.1758 \$3,351.03	
			Contractor Notes: All Drywall work to be as drawn on permit drawings revision 2 set dated 9/02/2020 by Sofarelli & Associates	
42	09 29 00 00-0045	SF	2-1/2", 20 Gauge C-H Stud/J-Runner, 1" Gypsum Liner Panel Shaft Wall AssemblyIncludes sealant installed at top of wall and panel gaps. Excludes additional gypsum panels and finishing.	\$4,468.16
			Qty Unit Price Factor Total	
			Installation 795 X \$4.78 X 1.1758 \$4,468.16	
43	09 29 00 00-0045	0055	For Horizontal Installation >10' High, Add	\$405.65
			Qty Unit Price Factor Total	
			Installation 500 X \$0.69 X 1.1758 \$405.65	

CSI Number	Mod	UOM	Description	LineTotal
No Category Input				
44	09 29 00 00-0045	0057	For Up To 128, Add	\$723.12
			Qty Unit Price Factor Total	
			Installation 500 X \$1.23 X 1.1758	\$723.12
45	09 29 00 00-0050	SF	>10' High, Walls, Tape, Spackle And Finish Gypsum BoardUse this task for the entire wall area when the wall is >10' high.	\$870.09
			Qty Unit Price Factor Total	
			Installation 2000 X \$0.37 X 1.1758	\$870.09
46	09 29 00 00-0056	LF	>10' High, Vertical Corners, Tape, Spackle And Finish Gypsum BoardUse this task for the entire wall area when the wall is >10' high.	\$81.13
			Qty Unit Price Factor Total	
			Installation 100 X \$0.69 X 1.1758	\$81.13
47	09 29 00 00-0059	LF	>10' High, Horizontal Corners, Tape, Spackle And Finish Gypsum BoardUse this task for the entire wall area when the wall is >10' high.	\$23.22
			Qty Unit Price Factor Total	
			Installation 25 X \$0.79 X 1.1758	\$23.22
48	09 29 00 00-0062	SF	Textured Finish On Existing Gypsum Board CeilingFor non spray applied textures.	\$98.77
			Qty Unit Price Factor Total	
			Installation 200 X \$0.42 X 1.1758	\$98.77
49	09 29 00 00-0066	LF	Casing, Galvanized Steel J-Bead For Gypsum Board	\$366.85
			Qty Unit Price Factor Total	
			Installation 200 X \$1.56 X 1.1758	\$366.85
50	09 29 00 00-0067	LF	Corner Bead, Galvanized Steel For Gypsum Board	\$319.82
			Qty Unit Price Factor Total	
			Installation 200 X \$1.36 X 1.1758	\$319.82
51	09 51 13 00-0018	SF	2' x 2' x 3/4" Mineral Fiber Acoustical Ceiling Panels	\$1,927.94
			Qty Unit Price Factor Total	
			Installation 732 X \$2.24 X 1.1758	\$1,927.94
52	09 53 23 00-0004	SF	2' x 2' Grid, 15/16" T Bar Ceiling Suspension System	\$1,247.99
			Qty Unit Price Factor Total	
			Installation 732 X \$1.45 X 1.1758	\$1,247.99
53	09 53 23 00-0004	0384	For Ceilings >10' High, Add	\$60.67
			Qty Unit Price Factor Total	
			Installation 860 X \$0.06 X 1.1758	\$60.67
54	09 65 13 13-0007	LF	4" High, 1/8" Rubber Base, Group 2 All (Except White)	\$706.89
			Qty Unit Price Factor Total	
			Installation 360 X \$1.67 X 1.1758	\$706.89
55	09 68 13 00-0021	SY	24 Ounce, Patterned, Nylon Carpet Tile	\$3,449.33
			Qty Unit Price Factor Total	
			Installation 80 X \$36.67 X 1.1758	\$3,449.33
56	09 91 23 00-0061	SF	Paint Interior Plaster/Drywall Walls, 3 Coats Paint, Brush	\$4,782.03
			Qty Unit Price Factor Total	
			Installation 3664 X \$1.11 X 1.1758	\$4,782.03

CSI Number	Mod	UOM	Description	LineTotal
No Category Input				
57	09 91 23 00-0238	LF	Paint Interior Wood Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$7.41
			Qty Unit Price Factor Total	
			Installation 6 X \$1.05 X 1.1758 \$7.41	
58	09 91 23 00-0261	EA	Paint Interior Wood Door, Both Faces, 2 Coats Paint, Brush/Roller Work	\$565.37
			Qty Unit Price Factor Total	
			Installation 6 X \$80.14 X 1.1758 \$565.37	
59	09 93 23 53-0018	EA	Varnish Or Polyurethane Wood Door, 3 Coats Shellac, With Light Sanding Between Coats (Per Face)	\$342.09
			Qty Unit Price Factor Total	
			Installation 6 X \$48.49 X 1.1758 \$342.09	
60	10 26 13 00-0008	LF	4" Wing, 90 Degree Angle, Surface Mounted, Rigid Vinyl Corner Guard (Pawling CG-14)	\$1,219.77
			Qty Unit Price Factor Total	
			Installation 105 X \$9.88 X 1.1758 \$1,219.77	
61	21 01 10 91-0002	EA	Relocate Existing Sprinkler Head And Branch Piping To adjust or swing existing sprinkler heads to different ceiling grid configuration or location.	\$122.87
			Qty Unit Price Factor Total	
			Installation 5 X \$20.90 X 1.1758 \$122.87	
Contractor Notes: All Fire Sprinkler work to be as drawn on permit drawings revision 2 set dated 9/02/2020 by Sofarelli & Associates				
62	21 01 10 91-0004	LF	Bleed Existing Lines Of Water	\$39.98
			Qty Unit Price Factor Total	
			Installation 200 X \$0.17 X 1.1758 \$39.98	
63	21 01 10 91-0005	LF	Refill Existing Lines With Water	\$51.74
			Qty Unit Price Factor Total	
			Installation 200 X \$0.22 X 1.1758 \$51.74	
64	21 13 13 00-0004	EA	Concealed Piping, Light Hazard, Complete Wet-Pipe Sprinkler System, Per Head Includes branch pipe and fittings, supports and sprinkler heads with flat or conical escutcheon.	\$555.31
			Qty Unit Price Factor Total	
			Installation 2 X \$236.14 X 1.1758 \$555.31	
65	21 13 13 00-0073	EA	3/4" NPT Thread, 17/32" Orifice, K=8.0, Quick Response, Pendent White Polyester Coated Wet Pipe Sprinkler Head	\$176.28
			Qty Unit Price Factor Total	
			Installation 4 X \$37.48 X 1.1758 \$176.28	
66	21 13 13 00-0196	EA	1" Male NPT x 1/2" Female NPT x 4.125" Minimum Length To 5.125" Maximum Length, Adjustable Steel Drop Nipple (Anvil M1.150)	\$259.03
			Qty Unit Price Factor Total	
			Installation 10 X \$22.03 X 1.1758 \$259.03	
67	21 13 13 00-0207	EA	2-7/8" Diameter x 1-1/8" Depth, Two Piece, 3/4" NPT, Brass Sprinkler Head Recessed Escutcheon	\$61.52
			Qty Unit Price Factor Total	
			Installation 6 X \$8.72 X 1.1758 \$61.52	

CSI Number	Mod	UOM	Description	LineTotal
No Category Input				
68	21 13 41 00-0004	LF	1" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) Fire Sprinkler Pipe	\$438.15
			Qty Unit Price Factor Total	
			Installation 137 X \$2.72 X 1.1758 \$438.15	
69	21 13 41 00-0012	EA	1" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) 90 Degree Elbow, Fire Sprinkler Piping	\$149.91
			Qty Unit Price Factor Total	
			Installation 10 X \$12.75 X 1.1758 \$149.91	
70	21 13 41 00-0020	EA	1" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) 45 Degree Elbow, Fire Sprinkler Piping	\$142.98
			Qty Unit Price Factor Total	
			Installation 10 X \$12.16 X 1.1758 \$142.98	
71	21 13 41 00-0028	EA	1" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) Tee, Fire Sprinkler Piping	\$217.88
			Qty Unit Price Factor Total	
			Installation 10 X \$18.53 X 1.1758 \$217.88	
72	21 13 41 00-0043	EA	1" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) Cross, Fire Sprinkler Piping	\$55.87
			Qty Unit Price Factor Total	
			Installation 2 X \$23.76 X 1.1758 \$55.87	
73	21 13 41 00-0050	EA	1" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) Coupling, Fire Sprinkler Piping	\$227.12
			Qty Unit Price Factor Total	
			Installation 22 X \$8.78 X 1.1758 \$227.12	
74	21 13 41 00-0058	EA	1" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) Cap, Fire Sprinkler Piping	\$12.58
			Qty Unit Price Factor Total	
			Installation 2 X \$5.35 X 1.1758 \$12.58	
75	21 13 41 00-0065	EA	1" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) Reducing Bushing, Fire Sprinkler Piping	\$42.52
			Qty Unit Price Factor Total	
			Installation 4 X \$9.04 X 1.1758 \$42.52	
76	21 13 41 00-0080	EA	1" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) Reducing 90 Degree Elbow Adapter With 3/4" FPT, Female Slip x Female Pipe Thread, Fire Sprinkler Piping	\$31.93
			Qty Unit Price Factor Total	
			Installation 2 X \$13.58 X 1.1758 \$31.93	
77	21 13 41 00-0083	EA	1" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) Straight Tee Adapter With 1/2" FPT, Female Slip x Female Pipe Thread, Fire Sprinkler Piping	\$46.37
			Qty Unit Price Factor Total	
			Installation 2 X \$19.72 X 1.1758 \$46.37	
78	23 05 23 00-0873	EA	4" Flanged Balancing Valve With Nut	\$7,210.29
			Qty Unit Price Factor Total	
			Installation 12 X \$511.02 X 1.1758 \$7,210.29	
79	23 05 93 00-0003	EA	Balancing Heating And Ventilating Units	\$187.12
			Qty Unit Price Factor Total	
			Installation 1 X \$159.14 X 1.1758 \$187.12	

Contractor Price Proposal Details - Category

7 of 10

This report was not generated or reviewed by your Account Manager of The Gordian Group

CSI Number	Mod	UOM	Description	LineTotal
No Category Input				
80	23 05 93 00-0006	EA	Balancing Roof Exhaust Fan	\$112.31
			Qty Unit Price Factor Total	
			Installation 1 X \$95.52 X 1.1758 \$112.31	
81	23 07 19 00-0016	LF	1" Diameter Pipe, 1-1/2" Thick Calcium Silicate Insulation	\$773.68
			Qty Unit Price Factor Total	
			Installation 100 X \$6.58 X 1.1758 \$773.68	
82	23 31 16 13-0003	SF	1-1/2" Glass Fiber Duct Board (EI-800)	\$2,937.04
			Qty Unit Price Factor Total	
			Installation 569 X \$4.39 X 1.1758 \$2,937.04	
83	23 33 13 16-0003	SF	Fire Damper, Vertical Louver Type	\$4,299.67
			Qty Unit Price Factor Total	
			Installation 80 X \$45.71 X 1.1758 \$4,299.67	
84	23 33 13 19-0014	EA	14" x 10" Louver Type Combination Fire/Smoke Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated	\$1,250.96
			Qty Unit Price Factor Total	
			Installation 12 X \$88.66 X 1.1758 \$1,250.96	
85	23 33 23 00-0002	LF	Duct Turning Vane Rail	\$190.48
			Qty Unit Price Factor Total	
			Installation 50 X \$3.24 X 1.1758 \$190.48	
86	23 34 16 00-0273	EA	514 CFM, Ceiling/Wall Mounted, Metal Intake Grille, Heavy Duty/Continuous Operation Exhaust Fan (Broan® LoSone® Ventilator L500)	\$449.17
			Qty Unit Price Factor Total	
			Installation 1 X \$382.01 X 1.1758 \$449.17	
87	23 37 13 00-0037	EA	24" x 24" Ceiling Diffuser, Louver Face, Adjustable Pattern, Surface Mounted, Aluminum Construction With Damper	\$1,263.37
			Qty Unit Price Factor Total	
			Installation 8 X \$134.31 X 1.1758 \$1,263.37	
88	23 37 13 00-0124	EA	24" x 24" Single Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling	\$1,397.14
			Qty Unit Price Factor Total	
			Installation 7 X \$169.75 X 1.1758 \$1,397.14	
89	23 81 13 13-0006	EA	2-1/2 Ton Single Package Cooling, Vertical Wall Unit, Air To Air Type With Electric Heat	\$13,919.20
			Qty Unit Price Factor Total	
			Installation 1 X \$11,838.07 X 1.1758 \$13,919.20	
		Contractor Notes: All HVAC work to be as drawn on permit drawings revision 2 set dated 9/02/2020 by Sofarelli & Associates		
90	26 01 20 91-0002	EA	Lock Out/Tag Out Local Disconnect	\$10.92
			Qty Unit Price Factor Total	
			Installation 1 X \$9.29 X 1.1758 \$10.92	
		Contractor Notes: All Electrical work to be as drawn on permit drawings revision 2 set dated 9/02/2020 by Sofarelli & Associates		
91	26 01 50 51-0118	EA	Recycle 4' Length Linear Fluorescent Lamps	\$59.97
			Qty Unit Price Factor Total	
			Installation 100 X \$0.51 X 1.1758 \$59.97	

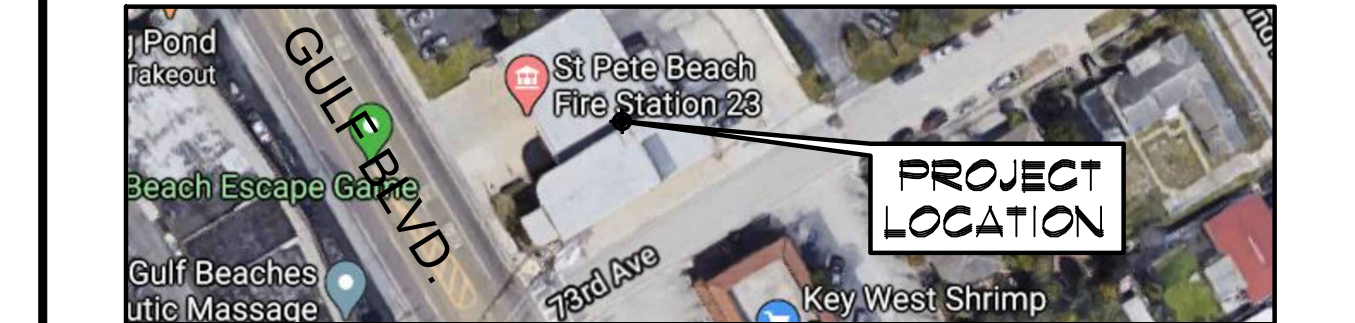
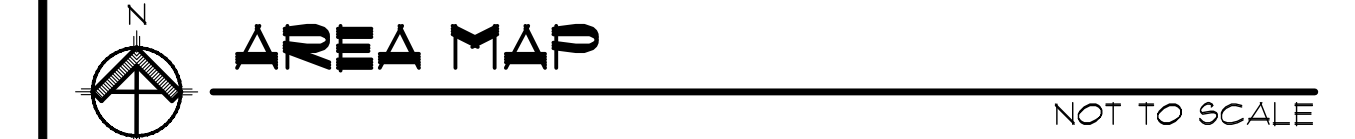
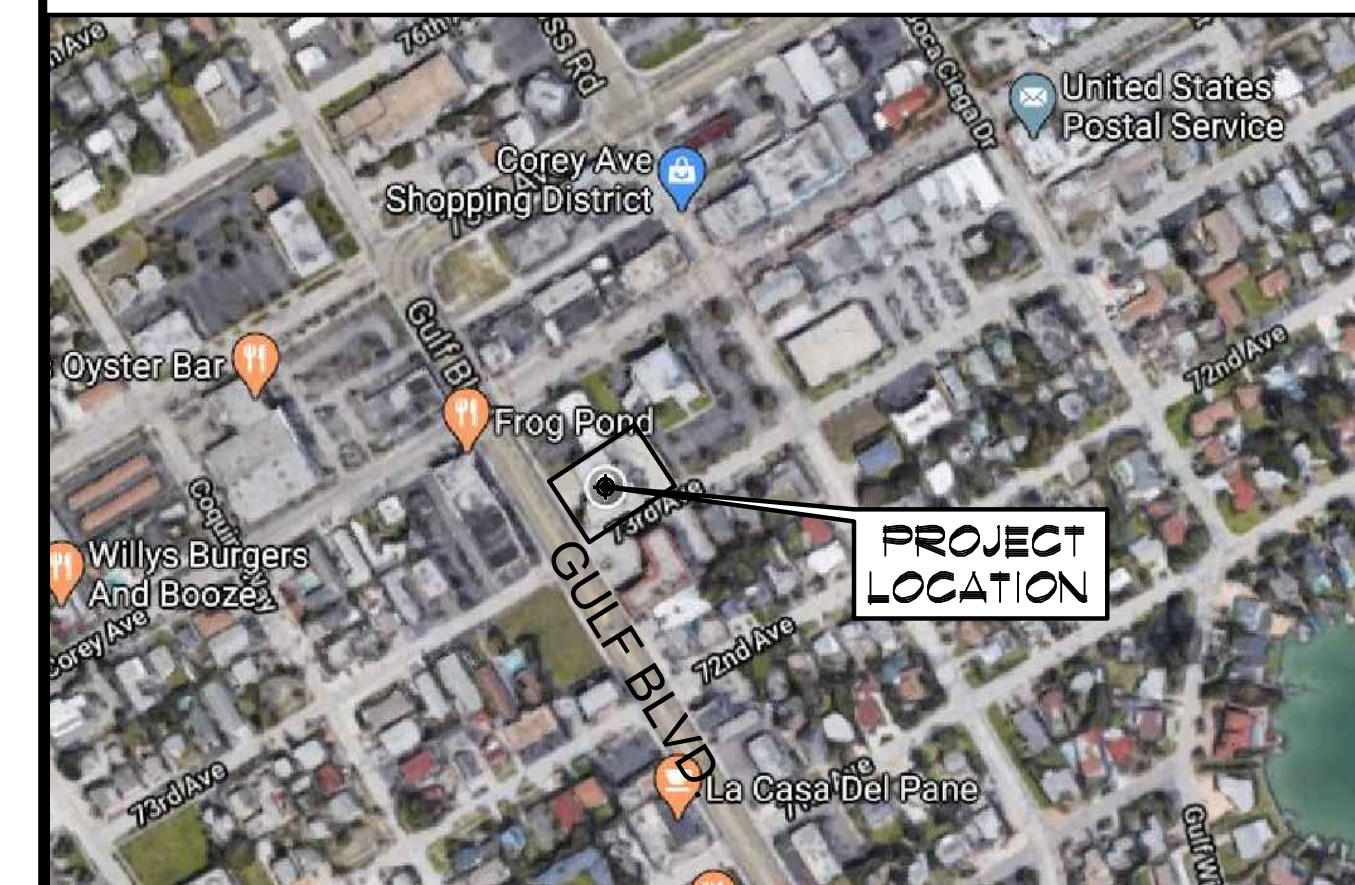
CSI Number	Mod	UOM	Description	LineTotal
No Category Input				
92	26 05 19 16-0312	MLF	#10 AWG Cable - Type THHN-THWN, 600 Volt Copper, Single Solid, Placed In Conduit	\$21.88
			Qty Unit Price Factor Total	
			Installation 0.05 X \$372.20 X 1.1758	\$21.88
93	26 05 19 16-0578	MLF	#8 AWG Cable - Type THHN-THWN 600 Volt Copper, Single Stranded, Placed In Conduit	\$325.22
			Qty Unit Price Factor Total	
			Installation 0.5 X \$553.19 X 1.1758	\$325.22
94	26 09 23 00-0244	EA	90 LF Hallway Coverage, 32 KHZ Ultrasonic, Ceiling Mounted Occupancy Sensor (Watt Stopper WT-2255)	\$393.14
			Qty Unit Price Factor Total	
			Installation 2 X \$167.18 X 1.1758	\$393.14
95	26 24 16 00-0529	EA	3 Pole, 480 Volt, 15-30 Amp, Branch Circuit Breaker, 65,000 Amp Interrupting Capacity	\$2,908.55
			Qty Unit Price Factor Total	
			Installation 6 X \$412.28 X 1.1758	\$2,908.55
96	26 24 16 00-0530	EA	3 Pole, 480 Volt, 35-60 Amp, Branch Circuit Breaker, 65,000 Amp Interrupting Capacity	\$1,454.28
			Qty Unit Price Factor Total	
			Installation 3 X \$412.28 X 1.1758	\$1,454.28
97	26 24 19 00-0658	EA	Size 1, Class I, Type A Fused Disconnect Combination Starter	\$652.52
			Qty Unit Price Factor Total	
			Installation 1 X \$554.96 X 1.1758	\$652.52
98	26 27 26 00-0007	EA	2 Gang, 20 Amp, NEMA 5-20, Duplex Receptacle Assembly	\$542.63
			Qty Unit Price Factor Total	
			Installation 10 X \$46.15 X 1.1758	\$542.63
99	26 27 26 00-0040	EA	60 Amp, NEMA 15-60, Single Receptacle, 250 Volt, 3 Phase	\$60.79
			Qty Unit Price Factor Total	
			Installation 1 X \$51.70 X 1.1758	\$60.79
100	26 27 26 00-0167	EA	1,500 Watt Dimmers With SPST Switch	\$576.73
			Qty Unit Price Factor Total	
			Installation 6 X \$81.75 X 1.1758	\$576.73
101	26 51 13 00-0257	EA	3,300 Lumens, 2' x 2', Volumetric, Lay-In/Troffer LED Fixture (Lithonia 2RTL2)	\$3,261.29
			Qty Unit Price Factor Total	
			Installation 8 X \$346.71 X 1.1758	\$3,261.29
102	26 53 00 00-0011	EA	Single Face, Thermoplastic Housing, LED Exit Sign/Emergency Light Combo With Battery Back-Up (Lithonia LHQM LED)Includes two circular side mounted LED emergency lights.	\$628.65
			Qty Unit Price Factor Total	
			Installation 2 X \$267.33 X 1.1758	\$628.65
103	28 46 21 33-1532	EA	Single Loop Addressable Fire Alarm Control/Communicator System (Silent Knight 5808)	\$7,595.28
			Qty Unit Price Factor Total	
			Installation 7 X \$922.81 X 1.1758	\$7,595.28
Contractor Notes: Use existing fire alarm panel , add additional stations				
Subtotal for No Category Input:				\$125,458.95

Grand Total: \$125,458.95

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00

DRAWING INDEX	
REVISIONS	ARCHITECTURAL
△ A-0	COVER SHEET, CODE DATA, PROJECT LOCATOR
△ A-1	OVERALL SITE PLAN
△ A-2	DEMO/PROPOSED OVERALL FLOOR PLAN
△ A-3	EXISTING/PROPOSED CEILING PLAN
△ A-4	FRAMING PLAN / SECTIONS & DETAILS
△ A-5	DOOR SCHEDULE
△ A-6	INTERIOR ELEVATIONS / FINISH SCHEDULE
△ A-6.1	INTERIOR ELEVATIONS / FINISH SCHEDULE
△ L&S-1	LIFE SAFETY PLAN
MECHANICAL	
△ M-1	EXISTING/PROPOSED MECHANICAL PLAN
M-2	MECHANICAL NOTES & SCHEDULES
ELECTRICAL	
△ E-1	EXISTING/PROPOSED POWER PLAN
△ E-2	PROPOSED LIGHTING PLAN / DETAILS
FIRE PROTECTION	
△ F&S-1	EXISTING/PROPOSED FIRE SPRINKLER SYSTEM
△ FA-1	EXISTING/PROPOSED FIRE ALARM PLAN
REVISIONS	
△ REVISION # 1 - 08-11-2020	REVISION # 4 - 10-28-2020
△ BUILDING DEPARTMENT REVIEW	△ BUILDING DEPARTMENT REVIEW
△ REVISION # 2 - 09-02-2020	
△ BUILDING DEPARTMENT REVIEW	
△ REVISION # 3 - 10-14-2020	
△ BID CLARIFICATION	



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FIRE STATION 23

INTERIOR RENOVATION ST. PETE BEACH, FLORIDA

BUILDING DEPT.

CITY OF ST. PETE BEACH BUILDING DEPARTMENT

MUNICIPAL SERVICE CENTER
14TH ST. N.
ST. PETERSBURG, FLORIDA 33701
727-361-2135 P

ARCHITECT

SOFARELLI & ASSOCIATES ARCHITECTURE, INC.

ARCHITECT: MICHAEL SOFARELLI
6365 142ND AVENUE NORTH
CLEARWATER, FLORIDA 33760
727-530-4419 F
EMAIL: SOFARELLI@VERIZON.NET

CONTRACTOR

CALADESI GENERAL CONTRACTORS, INC.

DON HINRICH
STATE CERTIFIED G.C. C00016311
1320 DUNEGAN RD.
LARGO, FLORIDA 33771
727-585-9345 P
727-585-6888 F
EMAIL: JBRATANOV@CALADESI.BIZ

BUILDING DATA

2017 F.B.C. CHAPTER 3 OCCUPANCY CLASSIFICATION

PRIMARY OCCUPANCY: "B" - BUSINESS (SECTION 3104)
ACCESSORY OCCUPANCY: "S-1" - STORAGE (SECTION 311)
ACCESSORY OCCUPANCY: "R-2" - RESIDENTIAL (SECTION 3104)

BUILDING USE: MIXED-USE, NON-SEPARATED OCCUPANCY

EXISTING ("B"): BUSINESS
EXISTING ("S-1"): STORAGE
EXISTING ("R-2"): RESIDENTIAL (1300H)

REF. SHEET L&S-1 FOR COMPLETE LIFE SAFETY DATA & CALCULATIONS.

2017 F.B.C. CHAPTER 4 CONSTRUCTION TYPE

TYPE [B] (2B): UNPROTECTED, SPRINKLED

CONSTRUCTION DESCRIPTION

FLOOR: EXISTING CONCRETE SLAB
INTERIOR WALLS: EXISTING 4 NEW WOOD/METAL STUD FRAMED
EXTERIOR WALLS: EXISTING CMU WALLS
ROOF: EXISTING STEEL STRUCTURE

GROSS SQ. FOOTAGE: 1,900 TOTAL SQ. FT.

TOTAL OCCUPANCY LOAD: 19 PERSONS

*EXISTING BUILDING SHELL * ALTERATION TYPE: LEVEL (2)

MECHANICAL

MDCI FLORIDA, INC.

CONTACT: JEFFERY SCHWADERER
4055 2NS STREET S.
SAFETY HARBOR, FLORIDA 34635
P. 727-461-0492

EMAIL: JEFF@MDCIFLORIDA.COM

APPLICABLE CODES

ALL WORK UNDER THIS CONTRACT SHALL COMPLY WITH THE PROVISIONS OF THE SPECIFICATIONS AND DRAWINGS, AND SHALL SATISFY ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS OF ALL GOVERNING BODIES INVOLVED. ANY MODIFICATIONS TO THE CONTRACT WORK REQUIRED BY SUCH AUTHORITIES SHALL BE AT THE EXPENSE OF THE SUBCONTRACTOR SUBJECT TO THE RECEIPT OF AN AFFIDAVIT OR LETTER FROM THE GOVERNING BODY AND OWNER PRIOR TO APPROVAL OF ANY ADDITIONAL COST TO BE INCURRED. ALL PERMITS & LICENSES NECESSARY FOR THE PROPER EXECUTION OF THE WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR INVOLVED. APPLICABLE CODES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

2017 FLORIDA BUILDING CODE (6TH EDITION)
2017 FLORIDA MECHANICAL CODE (6TH EDITION)
2014 NATIONAL ELECTRICAL CODE
2017 FLORIDA PLUMBING CODE (6TH EDITION)
2017 FLORIDA GAS CODE (6TH EDITION)
2017 FLORIDA ENERGY EFFICIENCY CODE (6TH ED.)
2015 NFPA 101 LIFE SAFETY CODE
2017 FLORIDA ACCESSIBILITY CODE (6TH EDITION)
2017 FLORIDA EXISTING BUILDING (6TH EDITION)
2017 FLORIDA FIRE PREVENTION CODE (6TH EDITION)
AMENDED CHAPTER 1 FBC 4 UNSAFE STRUCTURE CODE
- AS WELL AS ANY AND ALL LOCAL/MUNICIPAL ORDINANCES.

ABC-4 AMERICANS W/ DISABILITIES ACT
ALL BUILDING, PLUMBING, MECHANICAL AND ELECTRICAL MUST BE DESIGNED ACCORDING TO THE CODES ADOPTED BY THE CITY.

2017 F.P.C. (6th ED.), TABLE 403.1

MINIMUM PLUMBING FIXTURES PER OCCUPANCY "B"

FIXTURES	PER OCCUPANCY "B"	REQUIRED	PROVIDED
WATER CLOSETS	(1) PER 25 PERSONS FOR THE FIRST 50 PERSONS & (1) PER 50 PERSONS THEREAFTER	(2)	(2) EXIST.
LAVATORIES	(1) PER 40 PERSONS FOR THE FIRST 20 PERSONS & (1) PER 20 PERSONS THEREAFTER	(2)	(2) EXIST.
ELEC. WATER COOLER	(1) PER 100 PERSONS	(1)	(1)
SERVICE SINK	--	(1)	(1)

SITE DATA

LAND USE DESIGNATION: EXISTING (NO CHANGE)
SITE AREA: EXISTING (NO CHANGE)
IMPERVIOUS AREA: EXISTING (NO CHANGE)
OPEN SPACE: EXISTING (NO CHANGE)
PARKING SPACE: EXISTING (NO CHANGE)

2017 FLORIDA BLDG. CODE SPECIFIC DESIGN CRITERIA

BASIC WIND SPEED: 145 M.P.H.
BUILDING CATEGORY: II
WIND LOAD IMPORTANCE FACTOR: (1.0)
ENCLOSURE CLASSIFICATION: ENCLOSED
EXPOSURE CATEGORY: II
INTERNAL PRESSURE COEFFICIENT: (+0.18) (-0.18)
WIND BORN DEBRIS ZONE: YES
PROTECTION: IMPACT

ABBREVIATIONS

A.D.A. AMERICANS WITH DISABILITIES ACT
A.F. ABOVE FINISH FLOOR
B.F.S. BELOW FLOOR SLAB
BLDG. DEPT. BUILDING DEPARTMENT
BOT. OF CEILING
CLG. CEILING
CMU CONCRETE MASONRY UNIT
CONC. CONCRETE
CONT. CONTINUOUS
DEMO. DEMOLITION/DEMOLISH
DUG. DRAWING
ELEC. ELECTRICAL
ELEV. ELEVATION
EXT. EXTERIOR
EXIST. EXISTING
I.B.C. INTERNATIONAL BUILDING CODE
FIN. FL. FINISH FLOOR
GALV. GALVANIZED
G.C. GENERAL CONTRACTOR
GYPS. BD. GYPSUM BOARD
H.C. HOLLOW CORE
H.C. HOLLOW CORE
HT. HEIGHT
INFO. INFORMATION
INT. INTERIOR
MAX. MAXIMUM
MECH. MECHANICAL
MANUF. MANUFACTURER
MISC. MISCELLANEOUS
MIN. MINIMUM
METAL METAL
N/A. NOT APPLICABLE
N/C. NOT IN CONTRACT (NOT INCLUDED)
O.C. ON CENTER
P.T. PRESSURE TREATED
REF. REFERENCE OR REFRIGERATOR
REINFR. REINFORCING
S.C. SOLID CORE
SCHED. SCHEDULE
SF. SQUARE FEET
SH. SHEET
SIM. SIMILAR
SPEC'S SPECIFICATIONS
STRUCT. STRUCTURAL
T.B.D. TO BE DETERMINED
T.O.M. TOP OF MASONRY
TYP. TYPICAL
UNO. UNLESS NOTED OTHERWISE
VER. VERIFY
V.F. VERIFY IN FIELD
W. WITH
WD. WOOD

SCOPE OF WORK

- THE INTERIOR RENOVATION OF AN EXISTING 3 STORY BUILDING - NO EXTERIOR (BLDG. SHELL) ALTERATIONS IN THIS SCOPE OF WORK.
- MODIFYING THE PRIVATE SLEEPING QUARTERS TO THE EXISTING 3RD STORY SPACE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF DEMOLITION DEBRIS IN A TIMELY AND ORDERLY FASHION.
- THE GENERAL CONTRACTOR SHALL MEET W/ THE PLUMBING, MECHANICAL, ELECTRICAL, SPRINKLER, ALARM, ETC. SUB-CONTRACTORS ON-SITE PRIOR TO CONSTRUCTION TO VERIFY ANY/ALL EXISTING UTILITY CONDITIONS PERTAINING TO THIS PROJECT'S SCOPE OF WORK. MINUTES FROM THIS/ THESE MEETING(S) AND FINDINGS IN THE FIELD SHALL BE SUBMITTED TO THE ARCHITECT PRIOR TO CONSTRUCTION.
- IF THESE DRAWINGS AND THE FIELD CONDITIONS ARE NOT IN AGREEMENT, THIS CONTRACTOR TO NOTIFY THE G.C. AND/OR THE ARCHITECT/ENGINEER BEFORE STARTING ANY WORK. ANY INCONSISTENCIES NEED TO BE CORRECTED BEFORE INSTALLATION BEGINS. IF THIS CONTRACTOR STARTS INSTALLATION WITHOUT THE CORRECTED DRAWINGS, HE/SHE WILL BE RESPONSIBLE FOR ANY AND ALL COSTS (BEYOND THE ORIGINAL CONTRACTED AMOUNT) INCURRED BY NECESSARY CHANGES TO CORRECT THE INCONSISTENCIES.

GENERAL NOTES

- THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED WITHOUT HIS CONSENT. DRAWINGS SHALL NOT BE USED FOR ISSUE OF BUILDING PERMIT UNLESS SIGNED AND SEALED BY THE ARCHITECT.
- THE ARCHITECT SHALL BE THE INTERPRETER OF THE CONTRACT. THE DOCUMENTS SHOW AN OVERVIEW OF THE WORK REQUIRED UNDER THIS CONTRACT AND RELATED REQUIREMENTS AND CONDITIONS THAT WILL IMPACT THE PROJECT. ALL DRAWINGS ARE COMPLEMENTARY. THE DRAWINGS GENERALLY SHOW THE INTENT OF THE OVERALL COMPLEXITY AND CONCEPTS OF THE PROJECT, AND DO NOT NECESSARILY SHOW ALL DETAILS AND CONDITIONS.
- THESE PLANS HAVE BEEN PREPARED PER REGULATIONS OF THE 2017 FLORIDA BUILDING CODE (6th ED.). THE WORK OF ALL CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE AFOREMENTIONED CODE. NO DEVIATIONS FROM THE WORK SHOWN OR REASONABLY IMPLIED SHALL BE UNDERTAKEN WITHOUT THE ARCHITECT'S WRITTEN CONSENT, A COPY OF WHICH WILL BE FILED WITH THE CONSTRUCTION OFFICIAL.
- THE OWNER AND THE CONTRACTOR SHALL HOLD HARMLESS THE ARCHITECT FROM AND AGAINST ALL LIABILITY CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING LEGAL FEES ARISING OUT OF OR RESULTING FROM ERRORS OR OMISSIONS IN THE ARCHITECT'S DRAWINGS AND THE PERFORMANCE OF THE WORK BY THE CONTRACTOR. ALL WORK AND MATERIAL SHALL CHECK AND VERIFY ALL PLAN DIMENSIONS AND CONDITIONS BEFORE PROCEEDING W/ CONSTRUCTION. HE SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR CORRECTION PRIOR TO BEGINNING ANY WORK. THE DISCOVERY OF DISCREPANCIES AFTER THE BEGINNING OF WORK WILL BE EVIDENCE OF FAULTY WORK AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DO NOT SCALE DRAWINGS. ALL WRITTEN DIMENSIONS GOVERN.
- ALL WORK AND MATERIALS SHALL MEET THE REQUIREMENTS OF LOCAL AND STATE CODES AND THE SPEC'S OF THE NATIONAL BOARD OF FIRE UNDERWRITERS. GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL PLAN DIMENSIONS AND CONDITIONS BEFORE PROCEEDING W/ CONSTRUCTION. HE SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR CORRECTION PRIOR TO BEGINNING ANY WORK. THE DISCOVERY OF DISCREPANCIES AFTER THE BEGINNING OF WORK WILL BE EVIDENCE OF FAULTY WORK AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DO NOT SCALE DRAWINGS. ALL WRITTEN DIMENSIONS GOVERN.

CONTRACTOR NOTES

- ALL WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL MANUFACTURER'S SPECIFICATIONS, GUIDELINES, AND RECOMMENDATIONS, AS WELL AS ALL PERTINENT FEDERAL, STATE AND LOCAL CODES AND ORDINANCES INCLUDING BUT NOT LIMITED TO:
 - NFPA 101 LIFE SAFETY CODE (2014)
 - NATIONAL ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (2011, 6th ED.)
 - INTERNATIONAL BUILDING CODE (2012, 6th ED.)
- PRIOR TO START OF WORK, GENERAL CONTRACTOR (G.C.) SHALL REVIEW THESE CONSTRUCTION DOCUMENTS AND THE PRINTED SCOPE OF WORK TO BE PERFORMED UNDER THE CONSTRUCTION CONTRACT WITH A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER. THE ARCHITECT DOES NOT REPRESENT THESE DOCUMENTS AS APPROVED BY THE OWNER. SCOPE OF WORK IS AVAILABLE FROM OWNER'S REPRESENTATIVE.
- THE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE TOTAL PROJECT. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, MACHINERY, TRANSPORTATION, HEAT, WATER, UTILITIES, AND ALL OTHER FACILITIES AND SERVICES REQUIRED FOR THE SAFE AND PROPER EXECUTION AND COMPLETION OF THE WORK.
- ALL FINAL COLOR AND FINISH SELECTIONS SHALL BE APPROVED, IN WRITING, BY THE OWNER. IN GENERAL, NEW CONSTRUCTION SHALL MATCH EXISTING AND CONTIGUOUS CONSTRUCTION IN COLOR, FINISH, MANUFACTURER, AND INSTALLATION METHOD.
- G.C. SHALL FIELD VERIFY KEY DIMENSIONS AND CONDITIONS PRIOR TO ORDERING NEW MATERIALS, FINISHES, EQUIPMENT AND FIXTURES. THESE CONSTRUCTION DOCUMENTS ARE BASED, IN LARGE PART, ON OWNER-SUPPLIED RECORD CONSTRUCTION DOCUMENTS ("AS-BUILTS"). THE ARCHITECT DOES NOT REPRESENT THAT HE HAS FIELD-VERIFIED THE RECORD CONSTRUCTION DOCUMENTS AND HE DOES NOT CERTIFY THEIR ACCURACY.
- NOT ALL AREAS OF THE PROJECT LOCATION WERE AVAILABLE FOR VERIFICATION AT THE TIME THESE CONSTRUCTION DOCUMENTS WERE PREPARED. CONSEQUENTLY, THE ARCHITECT DOES NOT CERTIFY THEIR ACCURACY. THESE CONSTRUCTION DOCUMENTS SHALL NOT BE REFERENCED AS A LEASE EXHIBIT.
- GENERAL CONTRACTOR REMAINS SOLELY LIABLE AND RESPONSIBLE FOR THE FOLLOWING:
 - VERIFICATION OF ALL EXISTING CONDITIONS AND DIMENSIONS COORDINATING W/ TRADES, AND OWNER PRIOR TO CONSTRUCTION.
 - THE VERIFICATION AND MAINTENANCE OF ALL EXISTING SETBACKS, EASEMENTS, AND ANY DEED RESTRICTIONS.
 - VERIFICATION OF LOCATION OF ALL UTILITIES ENTERING INTO SITE FOR THIS PROJECT.
 - IDENTIFICATION AND REMOVAL OF ANY AND ALL HAZARDOUS MATERIALS, INCLUDING, BUT NOT LIMITED TO ASBESTOS-LADEN MATERIALS. (NOTIFY OWNER BEFORE REMOVAL, IN WRITING, IF ANY HAZARDOUS MATERIALS ARE DISCOVERED.)
 - THE ADEQUACY AND INTEGRITY OF ANY AND ALL STAGING, SCAFFOLDING, SHORING, REINFORCING AND FORM WORK.
 - COORDINATION OF WORKING HOURS, DELIVERIES, TRASH REMOVAL, STORAGE, ETC WITH OWNER.
 - ERECTION PROCEDURE AND SEQUENCE TO ENSURE THE INTEGRITY OF THE BUILDING AND ITS COMPONENT PARTS DURING CONSTRUCTION.
 - COORDINATION OF ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL DETAILS AND DIMENSIONS. ANY DISCREPANCIES BETWEEN SUCH DETAILS AND DIMENSIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO PROCEEDING W/ THE WORK.
 - FINAL CLEAN-UP INCLUDING THE REMOVAL OF ALL DEBRIS LEAVING JOB IN A NEW, BROOM CLEAN CONDITION INCLUDING SERVICE AREAS.
- CLAIMS FOR CONSEQUENTIAL DAMAGES: THE ARCHITECT AND THE OWNER WAIVE CONSEQUENTIAL DAMAGES FOR CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION ARISING OUT OF OR RELATING TO THIS PROJECT. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION TO ALL CONSEQUENTIAL DAMAGES.

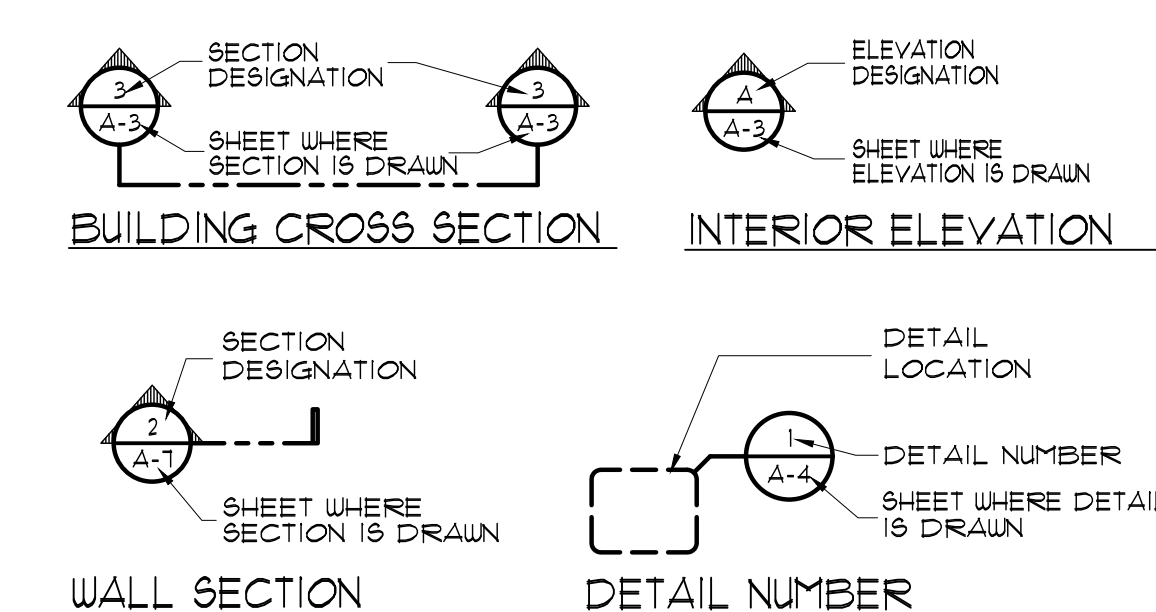
OWNERSHIP OF INSTRUMENTS OF SERVICE

ALL REPORTS, PLANS, SPECIFICATIONS, COMPUTER FILES, FIELD DATA, NOTES AND OTHER DOCUMENTS AND INSTRUMENTS PREPARED BY THE ARCHITECT AS INSTRUMENTS OF SERVICE SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THE ARCHITECT SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.

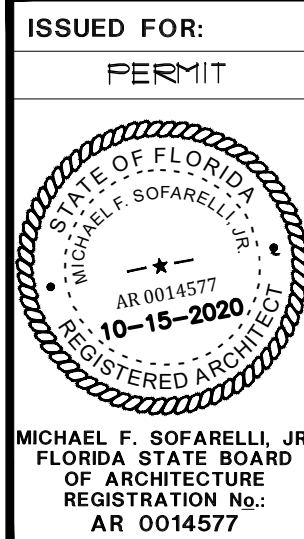
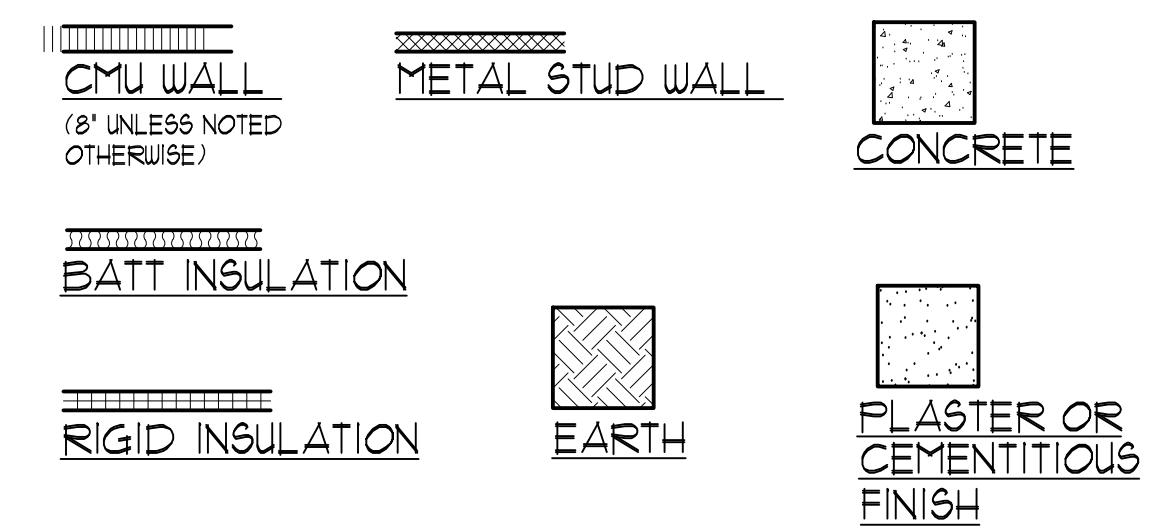
CONSTRUCTION NOTES

- ALL EXISTING STRUCTURAL MEMBERS AND ANY EXTERIOR OPENINGS (ALL EXISTING JOB-SITE CONDITIONS) SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- ALL NEW INTERIOR CONCRETE SLABS SHALL HAVE SOIL POISONING UNDER NEW WORK AND SHALL BE INSTALLED BY A LICENSED CONTRACTOR. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL STATE AND DEPARTMENT OF AGRICULTURE, STRUCTURAL PEST CONTROL, DIVISION REGULATIONS, RULES, DEFINITIONS AND REQUIREMENTS.
- ALL NEW INTERIOR PARTITIONS SHALL BE CONSTRUCTED OF ONE (1) LAYER 5/8" GYPSUM WALL BOARD (NON-RATED) ON EACH SIDE OF 12 GAUGE PUNCHED-CEE, METAL STUD FRAMING AT 16" ON CENTER (MAXIMUM) UNLESS NOTED OTHERWISE. FINISH AND PREPARE FOR PAINT. ALL NEW PARTITIONS SHALL TERMINATE 6" (MINIMUM) ABOVE HIGHEST CONTIGUOUS CEILING ASSEMBLY UNLESS NOTED OTHERWISE. ALL NEW INTERIOR PARTITIONS SHALL BE NONCOMBUSTIBLE.
- DOOR HARDWARE AT ACCESSIBLE DOORS (INCLUDING EXIT ACCESS DOORS) SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE. LEVER-OPERATED MECHANISMS, FISH-TYPE MECHANISMS, AND U-SHAPED HANDLES ARE ACCEPTABLE DESIGNS (PER THE 2011 FLORIDA BUILDING CODE, 6th ED.). PANIC HARDWARE WILL BE PROVIDED ON EXIT DOORS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING ALL EXISTING SETBACKS, EASEMENTS, AND ANY DEED RESTRICTIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEANUP AND SHALL INCLUDE THE SITE AND THE BUILDING. THE ENTIRE PROJECT SHALL BE LEFT IN A NEW, CLEAN CONDITION.

DRAWING SYMBOLS

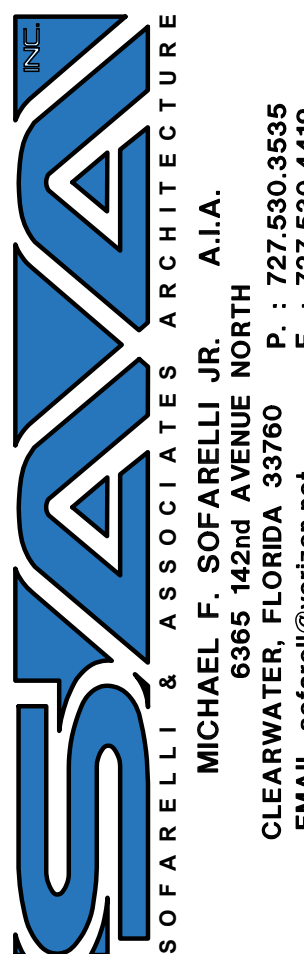


REVISION NUMBER



FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST. PETE BEACH, FL 33706

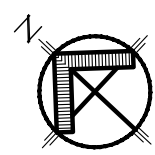
PROJECT: 20062



Revisions:
REV-1: CITY REV.
REV-2: 10-11-2020
REV-3: 10-11-2020
REV-4: 10-11-2020
REV-5: 10-11-2020
REV-6: 10-11-2020
REV-7: 10-11-2020
REV-8: 10-11-2020
REV-9: 10-11-2020
REV-10: 10-11-2020

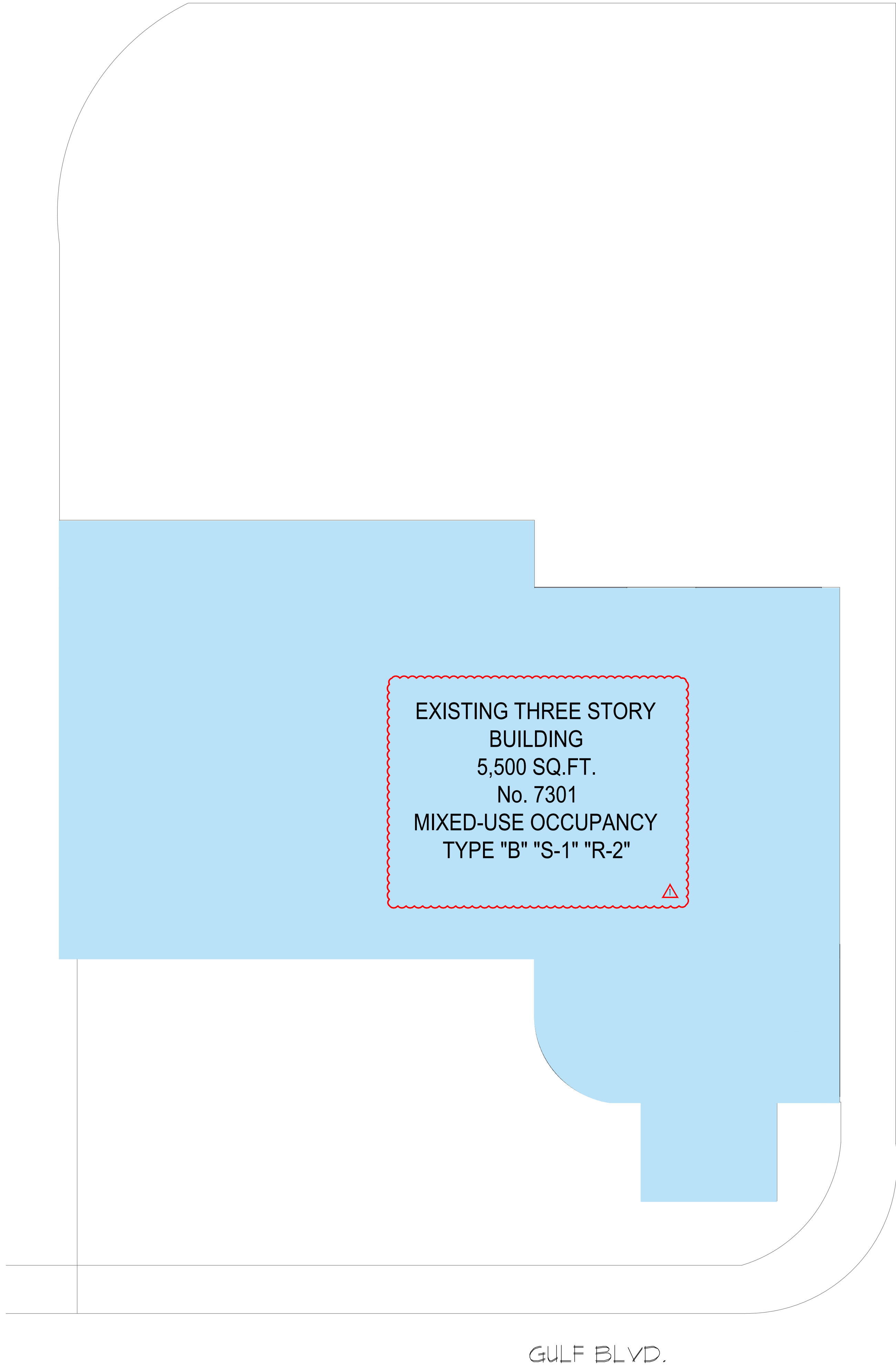
Content:
COVER SHEET

Filename: ST.PETE
FIRESTATION
Date: 06-17-2020
Proj. no. 20062
Sheet: A-0



EXISTING ARCHITECTURAL SITE PLAN

SCALE: 1/8" = 1'-0"

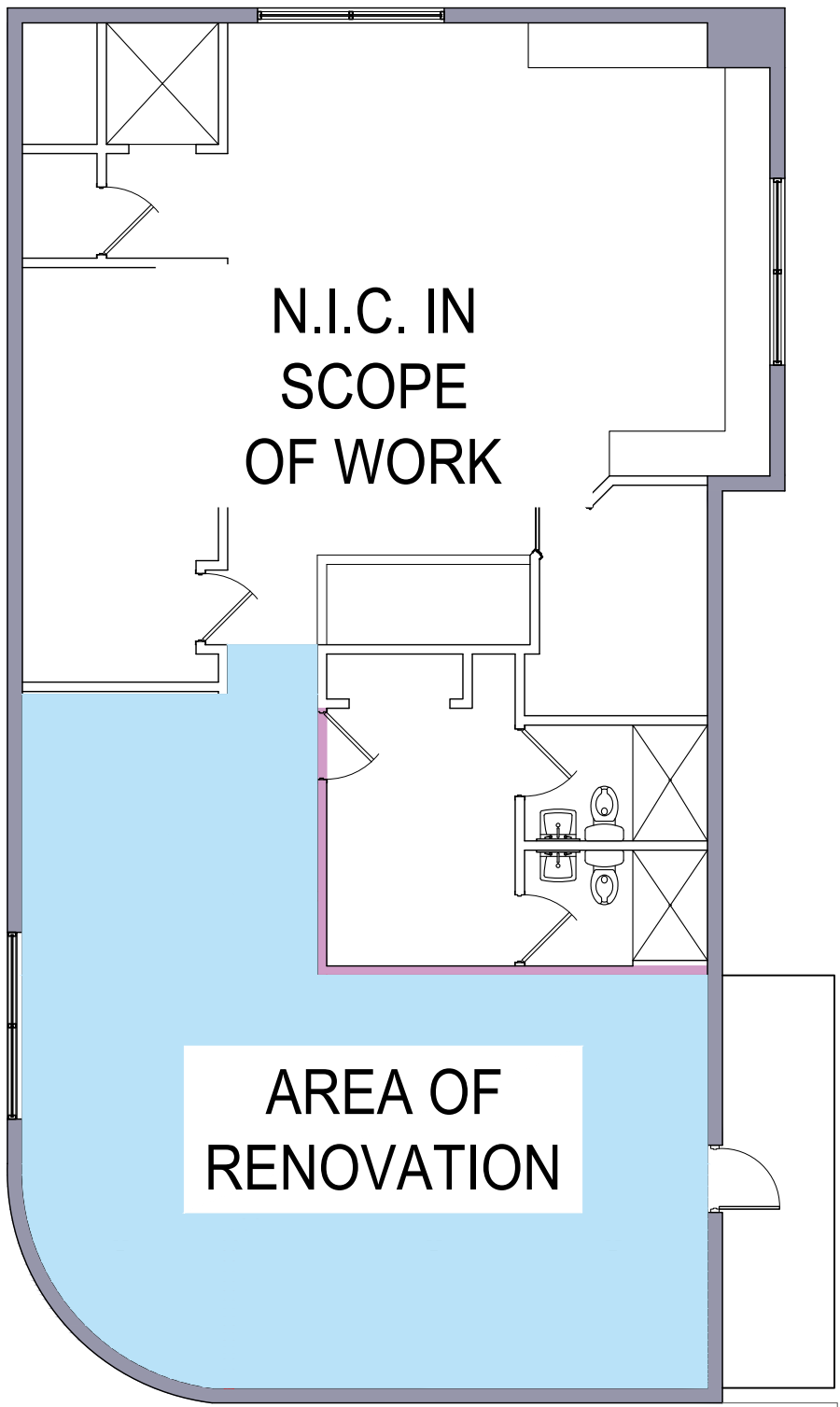


T3RD AVENUE

GULF BLVD.



ENLARGED SITE



ENLARGED 3RD FLOOR

SCALE: 1/8" = 1'-0"

ISSUED FOR:
PERMIT

MICHAEL F. SOFARELLI, JR.
FLORIDA STATE BOARD
OF ARCHITECTURE
REGISTRATION No.:
AR 0014577

FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST. PETE BEACH, FL 33706

PROJECT: 20062

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Revisions:		
REV. 1	CITY REV.	02-11-2020

Content:
ARCHITECTURAL
SITE PLAN

Filename: ST.PETE
FIRESTATION
Date: 06-17-2020

Proj. no.
20062

Sheet:
A-1

DEMOLITION NOTES

1. THESE DRAWINGS HAVE BEEN DEVELOPED FROM EXISTING DRAWINGS WHICH MAY NOT REFLECT ACTUAL FIELD CONDITIONS. THE CONTRACTOR SHALL VERIFY THESE DRAWINGS WITH EXISTING FIELD CONDITIONS AND NOTIFY THE ARCHITECT IMMEDIATELY OF INCONSISTENCIES BETWEEN THESE DRAWINGS AND ACTUAL CONDITIONS BEFORE PROCEEDING WITH CONSTRUCTION.

2. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IF ANY WORK INDICATED IN THE CONTRACT DOCUMENTS CANNOT BE PERFORMED DUE TO EXISTING FIELD CONDITIONS.

3. IF ANY EXISTING FIREPROOFING OR FIRE ASSEMBLIES WHICH ARE SUPPOSED TO REMAIN ARE DAMAGED DURING DEMOLITION THEY SHALL BE REPAIRED TO CONFORM TO ORIGINAL FIRE PROTECTION REQUIREMENTS. CONTACT ARCHITECT TO VERIFY U.L. ASSEMBLIES TO BE USED FOR REPAIRS.

4. REMOVE EXISTING CONSTRUCTION AS INDICATED. TYPICAL WALL REMOVAL INCLUDES MECHANICAL, PLUMBING, COMMUNICATIONS, INFORMATION SYSTEMS, AND ELECTRICAL SYSTEMS CONTAINED THEREIN. REMOVE DOORS, FRAMES, FINISHES AND OTHER FIXTURES AS REQUIRED. AFTER REMOVAL OF PIPE CHASES, PATCH HOLES IN EXISTING FLOORS OR REQUIREMENTS. PATCH ADJOINING WALLS, FLOOR, AND DECK. PREPARE SURFACES TO RECEIVE NEW FINISH PER FINISH SCHEDULE OR PER INTERIOR DESIGNER'S FINISHES PLANS. (WHERE NEW FINISHES ARE CALLED FOR ON EXISTING SURFACES, REMOVE THE EXISTING FINISH AND PREPARE SURFACE TO RECEIVE THE NEW FINISH.

5. SEE MECHANICAL, PLUMBING, FIRE PROTECTION, COMMUNICATIONS, INFORMATION SYSTEMS, AND ELECTRICAL DRAWINGS FOR DEMOLITION OF UTILITIES.

6. FOR EXTENT AND LOCATION OF CHANNELING OF EXISTING FLOOR SLABS REFER TO MECHANICAL, PLUMBING, FIRE PROTECTION, COMMUNICATIONS, INFORMATION SYSTEMS, AND ELECTRICAL DRAWINGS. IF EXISTING PIPING OR CONDUIT WORK (OTHER THAN THE DESIRED CONNECTION) IS ENCOUNTERED WHILE CHANNELING, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE CONTINUING.

7. THE CONTRACTOR SHALL VERIFY THAT CONSTRUCTION OF EXISTING WALLS MEETS THE FIRE PROTECTION RATING DESIGNATED ON THESE DRAWINGS. HE SHALL ALSO MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO BRING EXISTING WALLS, DOORS, DUCTS, ETC. UP TO THE PROPER INDICATED FIRE PROTECTION RATING. DOORS AND FRAMES NOT MEETING RATING REQUIREMENTS OR BEARING PROPER LABELS SHALL BE REPLACED.

8. THE CONTRACTOR SHALL VERIFY THAT EXIT EGRESS IS MAINTAINED FOR ALL OCCUPIED AREAS OF THE BUILDING THROUGHOUT ALL PHASES OF CONSTRUCTION.

9. DEMOLITION WORK SHALL BE EXECUTED IN CONFORMANCE WITH ALL CODES AND ORDINANCES AS SET FORTH BY ALL GOVERNING AUTHORITIES.

10. THE CONTRACTOR SHALL BRACE ALL EXISTING STRUCTURES AND ALL STRUCTURAL ELEMENTS AS NECESSARY DURING DEMOLITION.

11. THE CONTRACTOR SHALL NOT CUT STRUCTURAL WORK IN A MANNER RESULTING IN A REDUCTION OF LOAD CARRYING CAPACITY OR LOAD/DEFLECTION RATIO. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ALL STRUCTURAL CUTS PRIOR TO EXECUTION SO THAT APPROVAL CAN BE OBTAINED FROM THE ARCHITECT AND STRUCTURAL ENGINEER.

12. THE EXISTING BUILDING ENVELOPE SHALL BE MAINTAINED IN WATER TIGHT CONDITION AT ALL TIMES THROUGHOUT ALL PHASES OF CONSTRUCTION.

13. THE EXISTING CONSTRUCTION IS FOUND TO CONTAIN ASBESTOS NOTIFY OWNER AND THE ARCHITECT IN WRITING. REMOVAL, DISPOSAL, AND THE REPLACEMENT OF THE ASBESTOS MATERIAL SHALL BE IN ACCORDANCE WITH FEDERAL, M STATE AND LOCAL REGULATIONS. (REPLACE THE ASBESTOS MATERIAL WITH NEW MATERIAL AS APPROVED BY THE ARCHITECT.)

14. THE CONTRACTOR SHALL REPLACE OR REPAIR ANY EXISTING TO REMAIN FINISHES, ETC. WHICH ARE DAMAGED DURING DEMOLITION (I.E. CEILING TILE, WALL COVERINGS, FLOOR COVERINGS, CORNER GRID, GUARDS, WALL GUARDS, HANDRAILS, CHAIR RAILS, MOLDINGS, ETC.)

15. ALL ELECTRIC, MECHANICAL, AND PLUMBING TO BE CAFFED OFF AND TERMINATED OUTSIDE OF THE MEZZANINE.

DISPOSAL NOTES

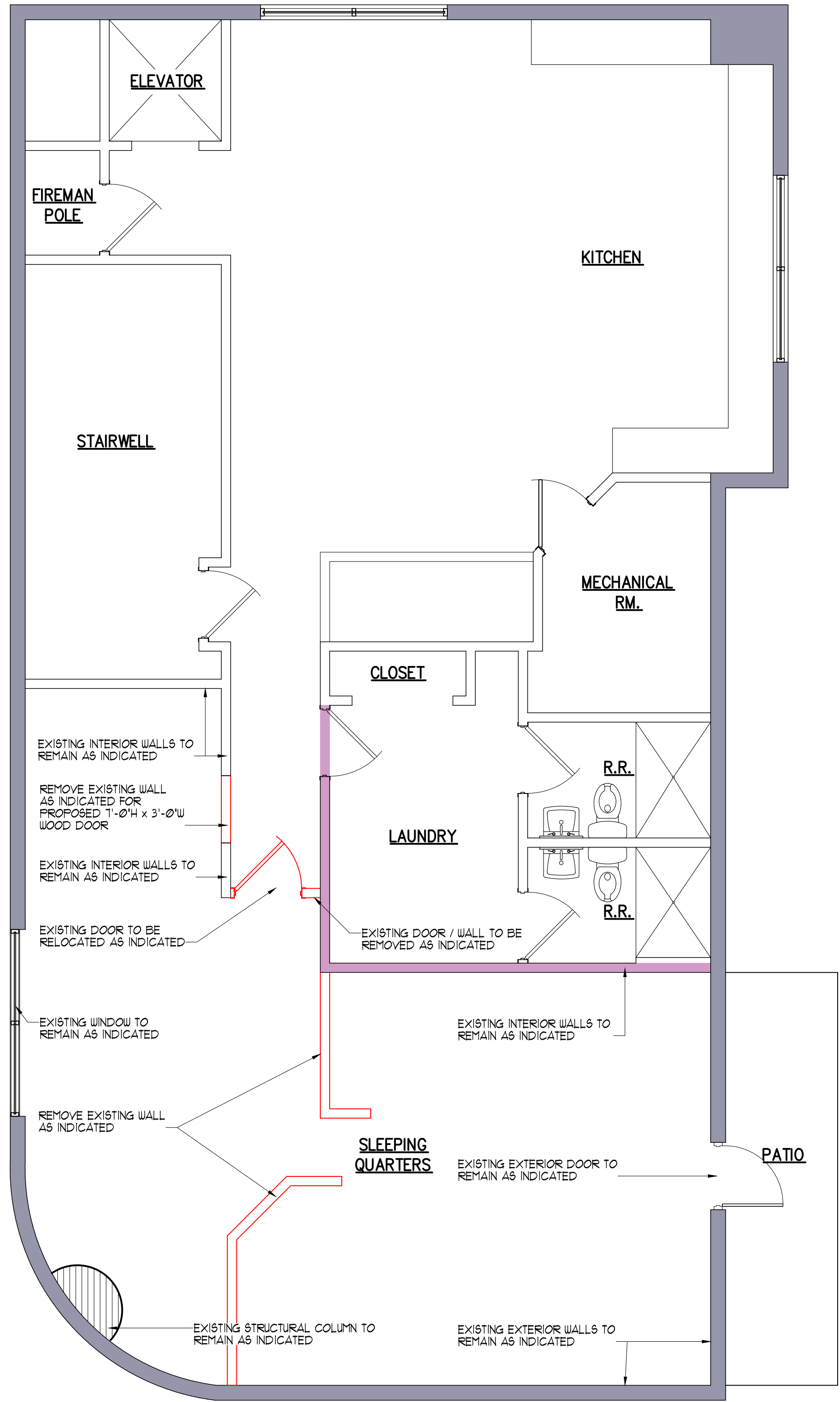
BATTERY DISPOSAL:
DISPOSAL OF ALL BATTERIES GENERATED FROM TENANT / CONSUMER AND INDUSTRIAL ACTIVITIES BECAME REGULATED ON SEPTEMBER 1, 1996. UET AND DRY CELL BATTERIES MUST BE TREATED AS HAZARDOUS WASTE AND CANNOT BE DISPOSED OF IN THE DUMPSTER. VIRTUALLY EVERY TYPE OF BATTERY MUST NOW BE RECYCLED.

OBSOLETE ELECTRONICS DISPOSAL:
SAFE DISPOSAL OF CATHODE RAY TUBES (CRT's) OR PICTURE TUBES FOUND IN ALL COMPUTER MONITORS, TV SETS AND OTHER ELECTRONIC SYSTEMS, ARE MANUFACTURED WITH LEADED GLASS. THE U.S. ENVIRONMENTAL PROTECTION AGENCY, THROUGH THE LIGHTENING OF LEAD LEVEL REQUIREMENTS IN ITS LAND DISPOSAL RESTRICTIONS HAS DECLARED THAT, AS OF MAY 8, 1993, ALL CRT's WILL BE DECLARED AS HAZARDOUS WASTE. OBSOLETE COMPUTER SYSTEMS, COPIERS, FAX MACHINES, AND OTHER ELECTRONICS MUST BE RECYCLED.

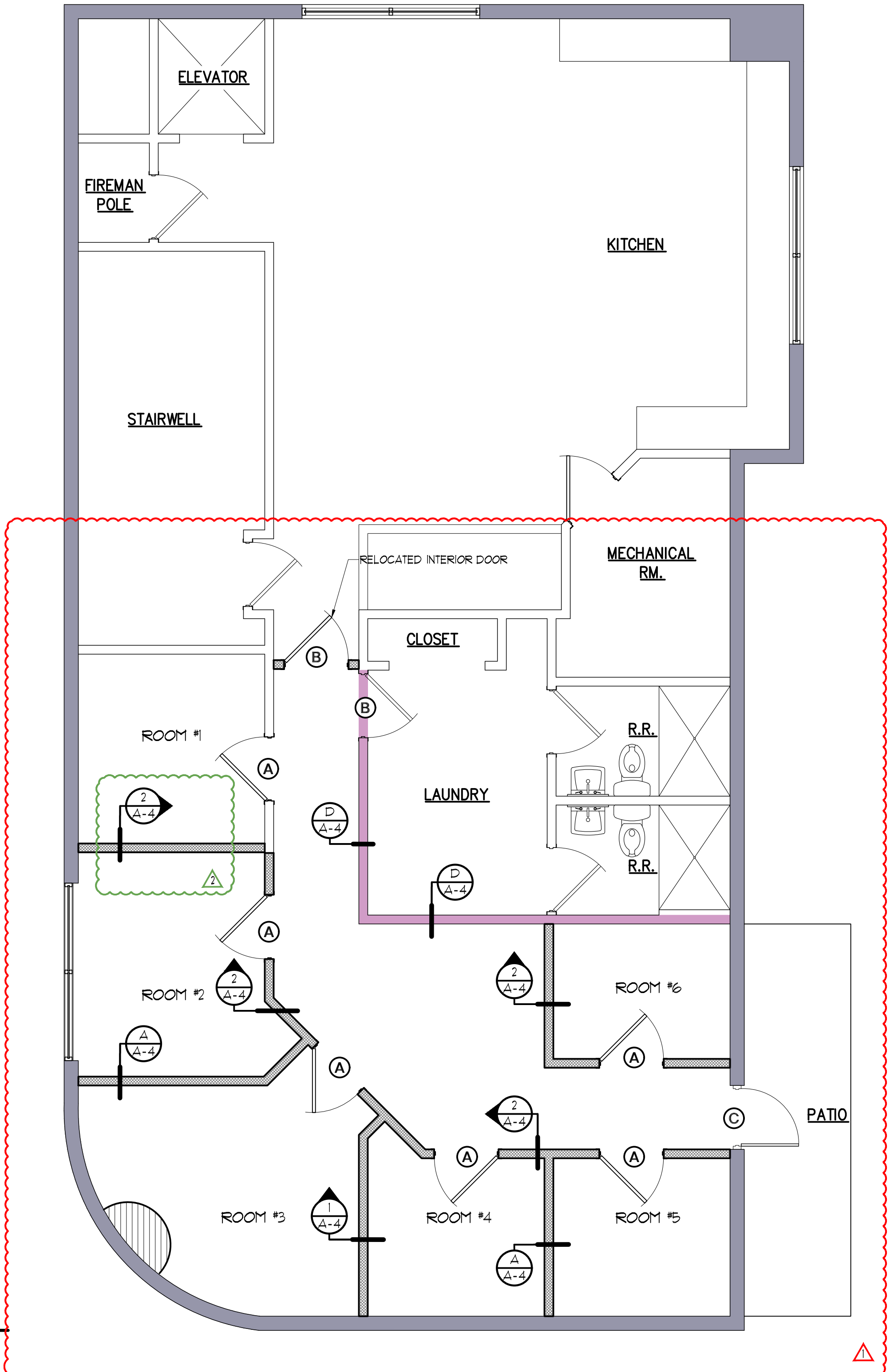
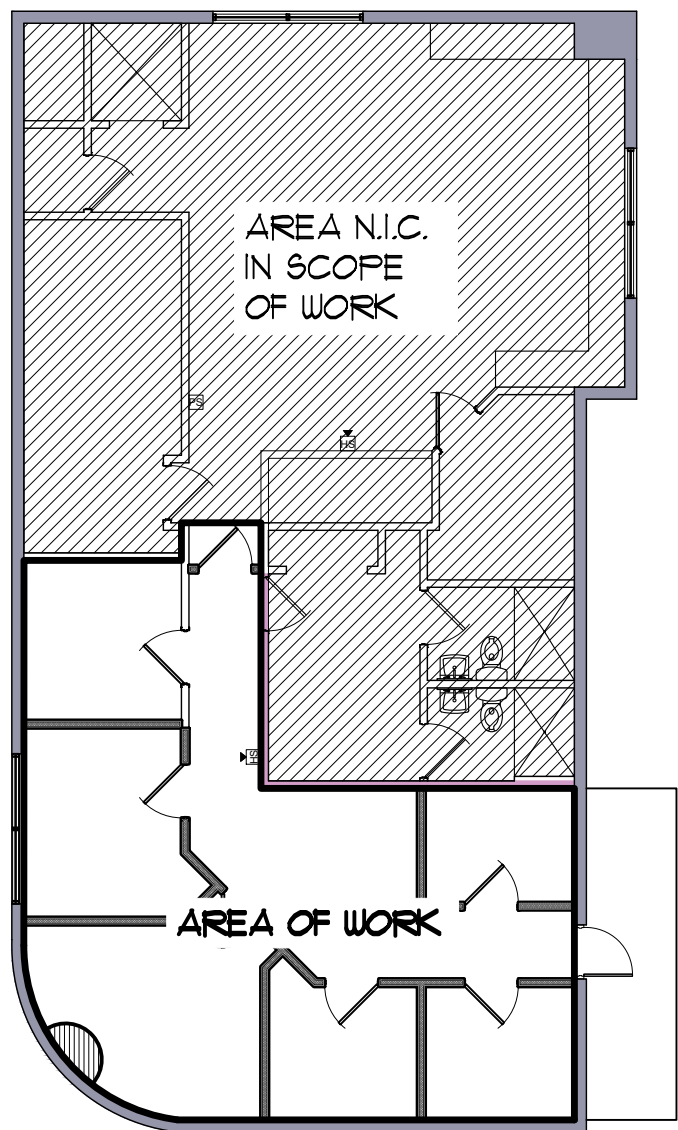
G.C. TO LOCATE ANY SUCH MATERIALS IN SPACE TO BE RENOVATED, AND DETAIL THE METHOD OF DISPOSAL FOR BENEFIT OF BUILDING DEPARTMENT.

WALL LEGEND

	EXISTING RATED INTERIOR WALLS (V.I.F.)
	EXISTING WALLS TO BE REMOVED
	EXISTING MASONRY WALL TO REMAIN
	NEW INTERIOR METAL STUD WALLS
	NEW SMOKE WALLS



KEY PLAN



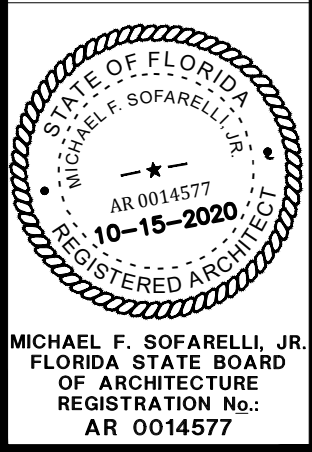
PROPOSED OVERALL 3RD FLOOR PLAN

SCALE: 1/4" = 1'-0"

EXISTING / DEMO. OVERALL 3RD FLOOR PLAN

SCALE: 1/4" = 1'-0"

ISSUED FOR:
PERMIT



FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST. PETE BEACH, FL 33706

PROJECT: 20062

SOFARELLI & ASSOCIATES ARCHITECTURE
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Revisions:
REV. - CITY REV. 09-11-2020
REV. - CITY REV. 09-07-2020

Content:
EXISTING/DEMO FLOOR PLAN

Filename: ST.PETE FIRESTATION
Date: 06-17-2020

Proj. no. 20062

Sheet:

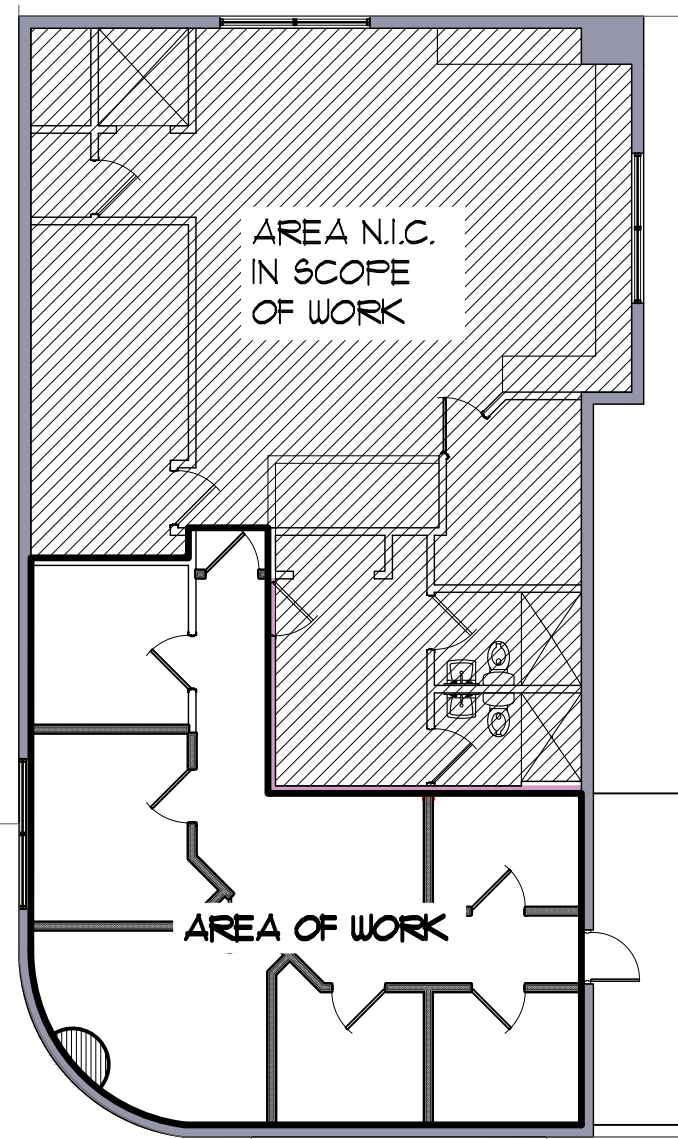
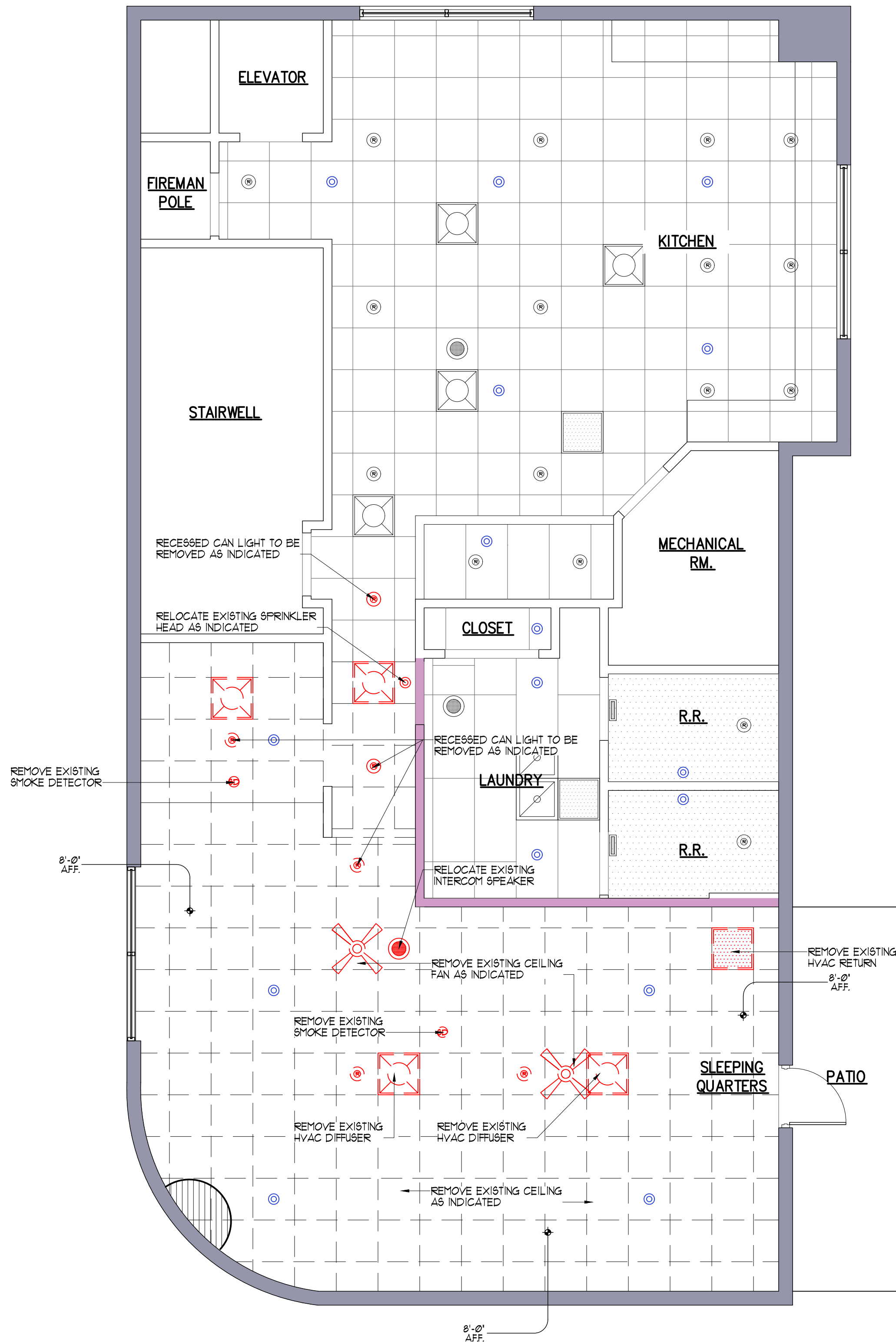
A-2

CEILING LEGEND			
	EXIST. 2'x2' SUSPENDED CEILING GRID. INSPECT METAL GRID, ACOUSTIC CLG. TILES & DIFFUSERS. CLEAN, REPLACE OR REFINISH AS NECESSARY. COORD. W/ TENANT REP. & LANDLORD		EXIST. 2'x4' SUSPENDED CEILING GRID. INSPECT METAL GRID, ACOUSTIC CLG. TILES & DIFFUSERS. CLEAN, REPLACE OR REFINISH AS NECESSARY. COORD. W/ TENANT REP. & LANDLORD
	EXIST. 2'x2' CEILING TO BE REMOVED		NEW 2'x2' SUSPENDED CEILING GRID WITH ACOUSTIC CLG. TILES, MATCH EXIST. GRID
	EXIST. M.R. CEILING CLEAN, REPLACE OR REFINISH AS NECESSARY. COORD. W/ TENANT REP. & LANDLORD		EXIST. M.R. CEILING TO BE REMOVED

FIXTURE LEGEND			
	EXISTING CLG. MOUNTED MECHANICAL DIFFUSERS/RETURNS		EXISTING 2'x2' LAY-IN LIGHT FIXTURE
	EXISTING CLG. MOUNTED MECHANICAL DIFFUSERS/RETURNS TO BE REMOVED OR RELOCATED		EXISTING 2'x2' LAY-IN LIGHT FIXTURE TO BE REMOVED OR RELOCATED
	NEW CLG. MOUNTED MECHANICAL DIFFUSERS/RETURNS		NEW 2'x4' LAY-IN DIMMABLE LED LIGHT FIXTURE (WITH TRIM KIT)
	EXISTING RECESSED CAN LIGHT FIXTURE		EXISTING RECESSED CAN LIGHT FIXTURE TO BE REMOVED OR RELOCATED
	EXISTING RECESSED CAN LIGHT FIXTURE TO BE REMOVED OR RELOCATED		EXISTING FIRE SAFETY DEVICE
	EXISTING FIRE SAFETY DEVICE TO BE REMOVED OR RELOCATED		NEW SMOKE/CO COMBINATION DETECTOR (SMOKE ALARMS SHALL BE INTERCONNECTED)
	EXISTING CEILING FAN		EXISTING CEILING FAN TO BE REMOVED
	EXISTING FIRE SPRINKLER TO BE REMOVED OR RELOCATED		EXISTING FIRE SPRINKLER
	NEW FIRE SPRINKLER		

WALL LEGEND	
	EXISTING RATED INTERIOR WALLS (V.I.F.)
	EXISTING WALLS TO BE REMOVED
	EXISTING MASONRY WALL TO REMAIN
	NEW INTERIOR METAL STUD WALLS
	NEW SMOKE WALLS

NOTE
GENERAL CONTRACTOR SHALL COORDINATE LOCATION OF LOW VOLTAGE SPEAKERS, ALARMS, AND COMMUNICATION WITH OWNER PRIOR TO CONSTRUCTION.



FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST. PETE BEACH, FL 33706

PROJECT: 20062

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Revisions:
REV. CITY REV.
06-11-2020

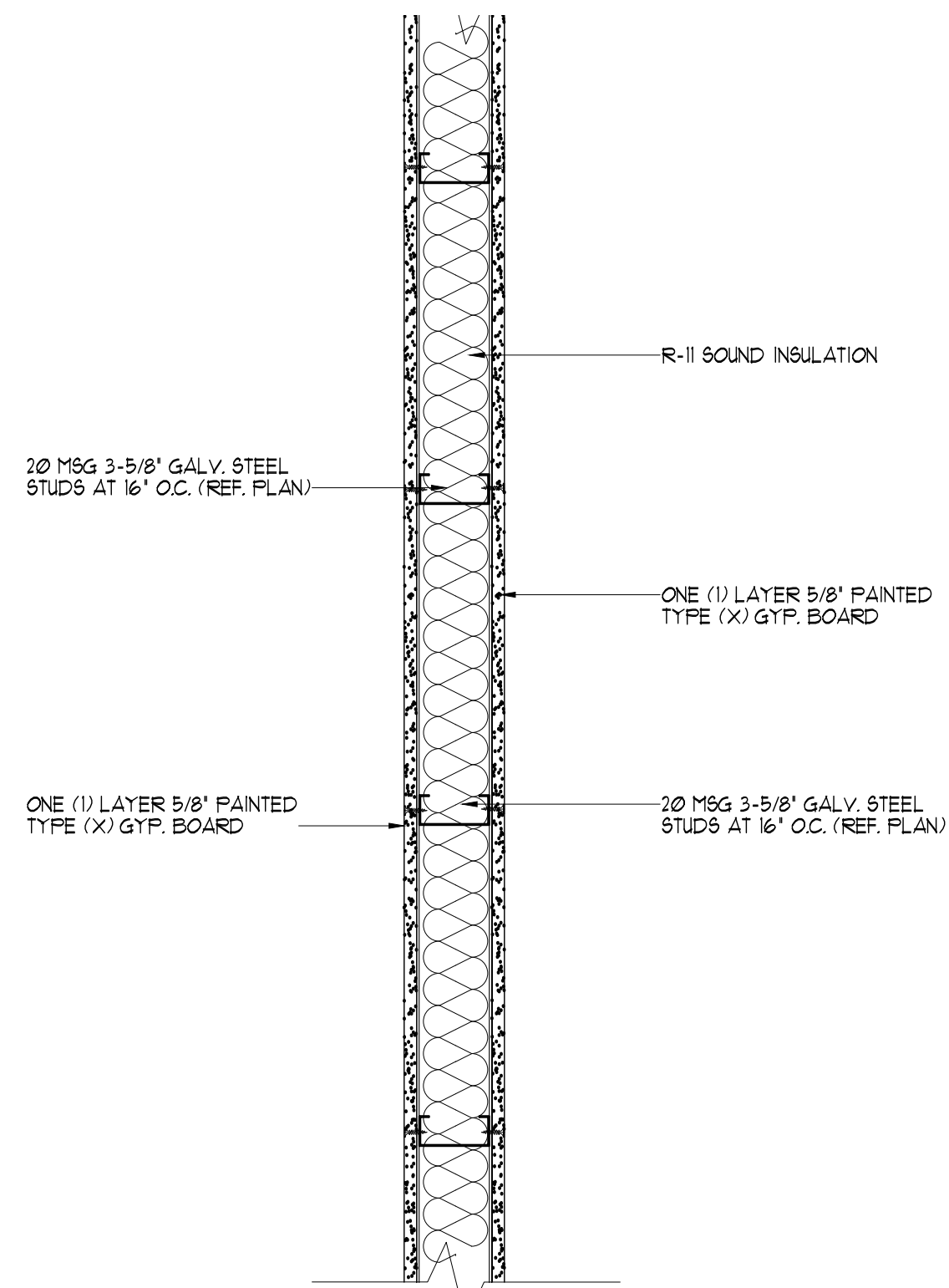
Content:
EXISTING/DEMO
PROPOSED
CEILING PLAN

Filename: ST.PETE
FIRESTATION
Date: 06-17-2020

Proj. no.
20062

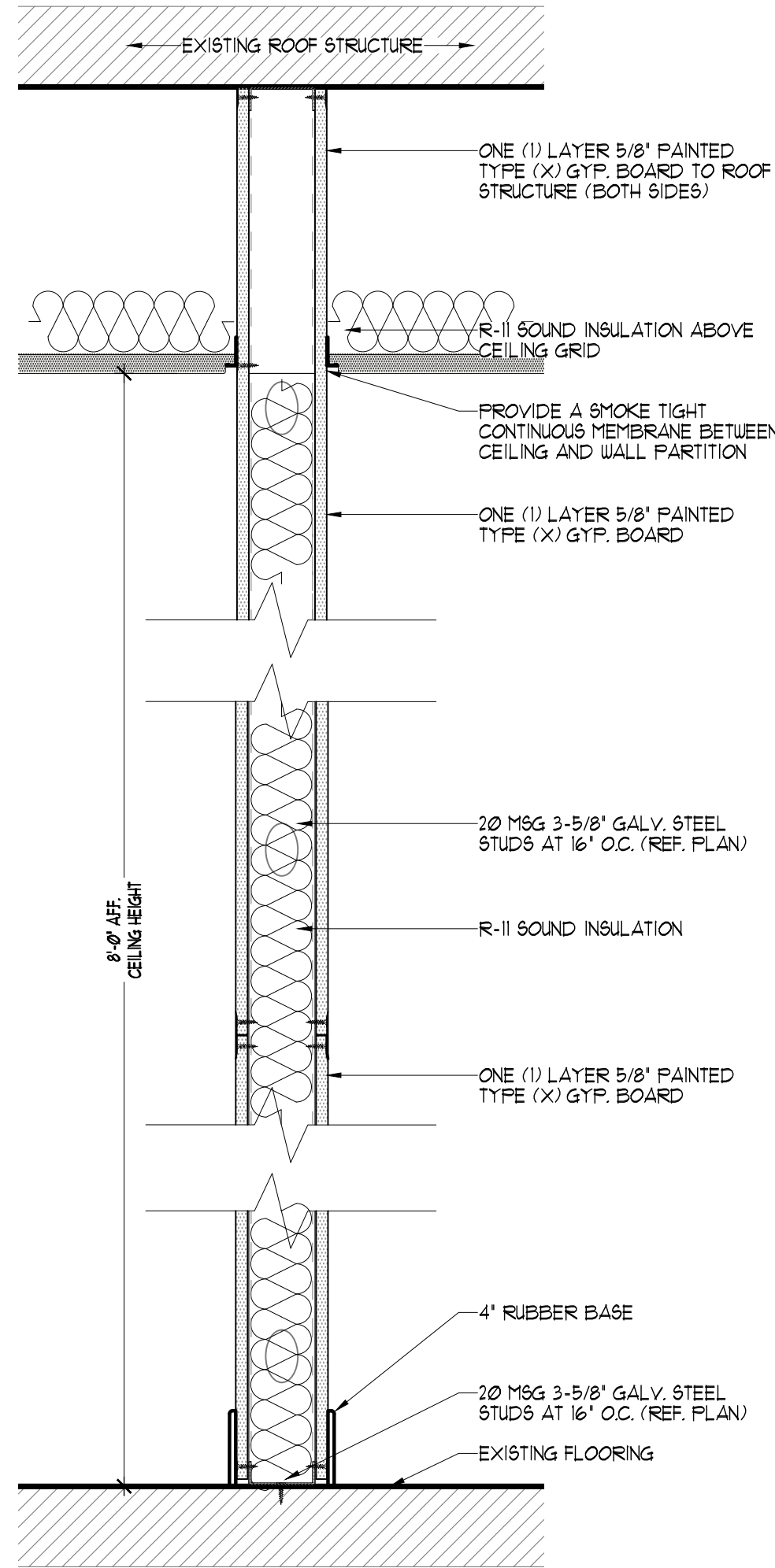
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A-3

1 WALL SECTION



5" METAL STUD WALL
SCALE: 1" = 1'-0"

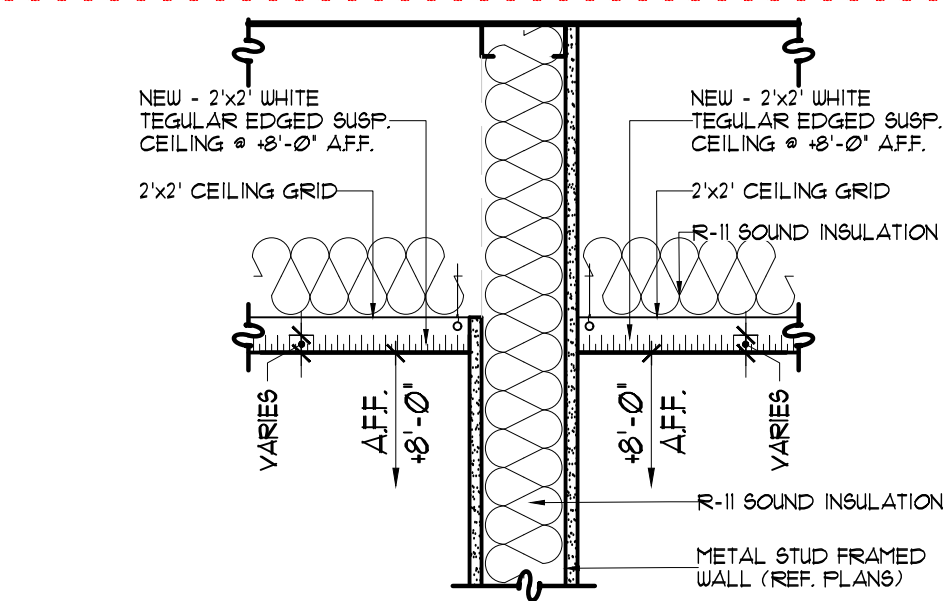
2 WALL SECTION



5" METAL STUD WALL (SMOKE RATED)
SCALE: 1" = 1'-0"

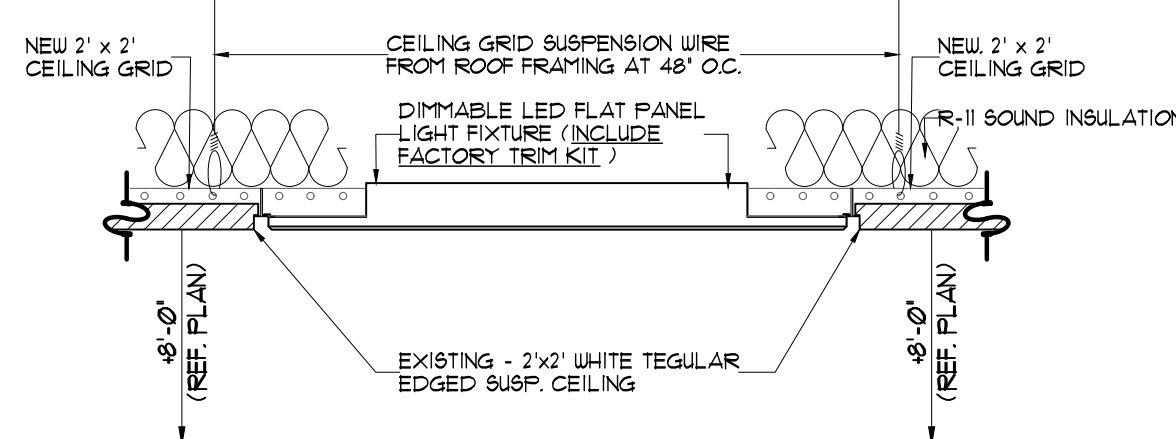
B PLAN DETAIL

CEILING GRID AT PENETRATING INT. WALL
SCALE: N.T.S.



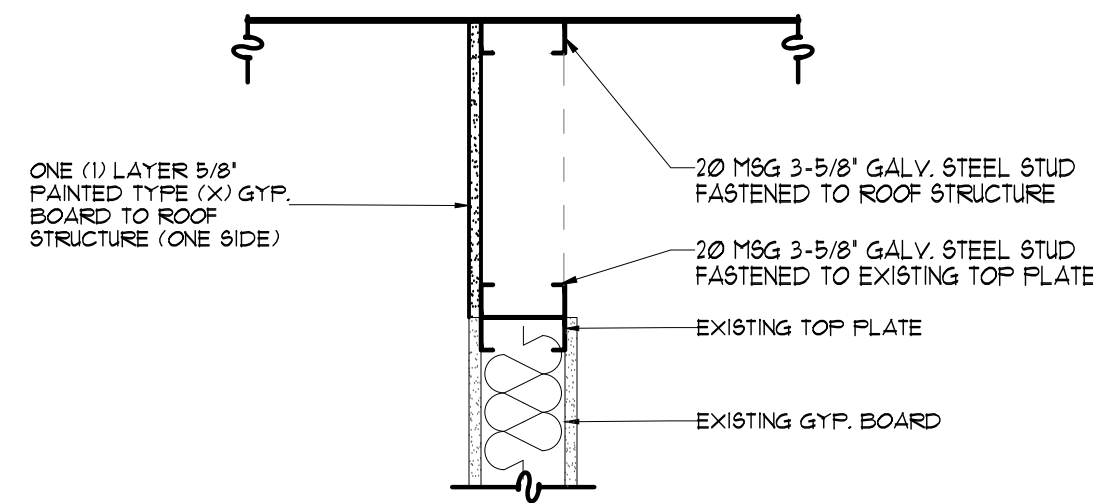
C DETAIL

LED FLAT PANEL LIGHT FIXTURE
SCALE: N.T.S.



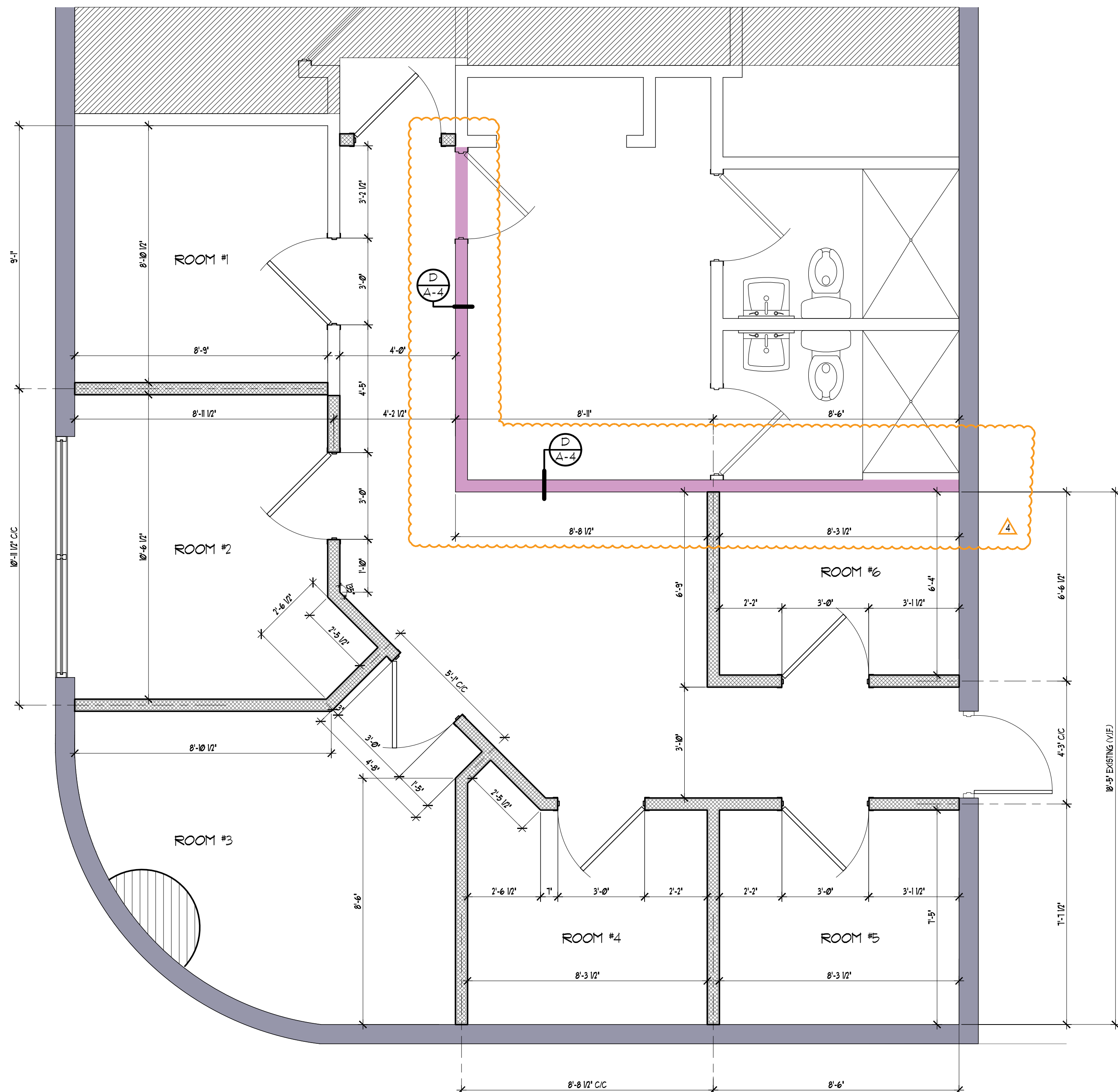
D PLAN DETAIL

SMOKE PARTITION
SCALE: N.T.S.



WALL LEGEND

	EXISTING RATED INTERIOR WALLS (V.I.F.)
	EXISTING WALLS TO BE REMOVED
	EXISTING MASONRY WALL TO REMAIN
	NEW INTERIOR METAL STUD WALLS
	NEW SMOKE WALLS



OVERALL 3RD FLOOR FRAMING PLAN

1,300 S.F.
SCALE: 3/8" = 1'-0"

ISSUED FOR:
PERMIT



FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST. PETE BEACH, FL 33706

PROJECT: 20062

SOFARELLI & ASSOCIATES ARCHITECTURE
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Revisions:
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09-11-2020
REV-2: CITY REV.
09-02-2020
REV-3: OWNER REV.
10-28-2020

Content:
WALL
SECTIONS /
DETAILS/
FRAMING PLAN

Filename:
ST.PETE
FIRESTATION
Date:
06-17-2020

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20062

Sheet:
A-4

DOOR SCHEDULE														
G.C. TO INSPECT EXISTING DOORS & VERIFY W/ OWNER POSSIBLE REUSE OF DOOR AND/OR HARDWARE														
LETTER	DOOR TYPE	SIZE			DOOR			FRAME		DETAILS			HARDWARE	REMARKS
		WIDTH	HEIGHT	THICKNESS	CORE	MATERIAL	FINISH	MATERIAL	FINISH	REF. THIS SHEET				
										HEAD	JAMB	THRESHLD.		
A	1	3'-0"	7'-0"	1 3/4"	S.C.	WOOD	PAINT	H/M MTL.	PAINT	1	1	3	2	LODGING ROOM'S
B		3'-0"	7'-0"	1 3/4"	S.C.	METAL	PAINT	H.C. MTL.	PAINT	--	--	--	--	(EXISTING)
		3'-0"	7'-0"	1 3/4"	H.M.	METAL	PAINT	H.C. MTL.	PAINT	--	--	--	--	(EXISTING)

HARDWARE NOTES:													
1. INSPECT & VERIFY EXISTING HARDWARE W/ OWNER PRIOR TO ORDERING NEW.													
2. ALL SELECTED HARDWARE AND THRESHOLDS TO COMPLY W/ ALL NATIONAL, STATE AND LOCAL A.D.A. CODES & REQUIREMENTS. VERIFY ACCESSIBILITY COMPLIANCE W/ MANUFACTURER.													
3. INSPECT ALL EXISTING TO REMAIN EGRESS DOORS & REPLACE PLANO HARDWARE / ALARM DEVICES W/ LOCKS AS NECESSARY.													
4. RE-USE ANY EXISTING DOORS THAT MEET W/ THE OWNER'S APPROVAL.													

DOOR HARDWARE SCHEDULE		
GROUP	DESCRIPTION	HARDWARE
1	RESTROOM DOORS, OFFICE, STORAGE	CLOSER, HOLD-OPEN, COAT HOOK, PRIVACY LOCKSET
2	LODGING ROOM'S	KICKPLATE (UTILITY SIDE), CLOSER, COAT HOOK, PUSH / PULL PRIVACY LOCKSET

DOOR NOTES													
1. ALL DOOR HARDWARE TO BE LEVER TYPE AS PER ACCESSIBILITY CODES AND APPROVED BY OWNER.													
2. ALL DOORS THAT ARE EQUIPPED WITH CLOSER, ARE TO BE PER FLORIDA ACCESSIBILITY CODES. PROVIDE DOOR STOPS WHERE REQUIRED.													
3. ACCESS TO EXITS SHALL BE MARKED BY APPROVED, READILY VISIBLE SIGNS PER LIFE SAFETY CODES.													
4. EMERGENCY LIGHTING FIXTURES SHALL BE INSTALLED AND ARRANGED SO THAT THE PATH OF TRAVEL IS ILLUMINATED BUT LIGHTING DOES NOT SHINE IN THE FACE OF PERSONS APPROACHING THE EXIT.													
5. LOCKING DEVICES ON EXIT DOORS SHALL BE DIRECT ACTING REQUIRING NO MORE THAN A SINGLE MOTION PER LIFE SAFETY CODES (NFPA 101, 12.15.3) & SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT, FROM INSIDE THE BUILDING. DOUBLE KEYED CYLINDER LOCKS ARE PROHIBITED. (NFPA 101, 12.15.1)													
6. CONTRACTOR SHALL COORDINATE AND VERIFY ALL TRIM AND HARDWARE W/ OWNER PRIOR TO PURCHASE AND/OR INSTALLATION.													

1

SOLID CORE WOOD (PAINTED)

LOCKSET / LATCHSET
CYLINDRICAL
COAT HOOK

DEADLOCK RIM
CLOSER

KICKPLATE
DOOR VIEWER

A

B

E

WALL LEGEND	
	EXISTING RATED INTERIOR WALLS (V.I.F.)
	EXISTING WALLS TO BE REMOVED
	EXISTING MASONRY WALL TO REMAIN
	NEW INTERIOR METAL STUD WALLS
	NEW SMOKE WALLS

ISSUED FOR:
PERMIT

MICHAEL F. SOFARELLI JR.
FLORIDA STATE BOARD
OF ARCHITECTURE
REGISTRATION No.:
AR 0014577

FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST.PETE BEACH, FL 33706

PROJECT: 20062

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Revisions:
REV. 1 CITY REV. 09-11-2020
REV. 2 CITY REV. 09-02-2020

Content:
DOOR SCHEDULE

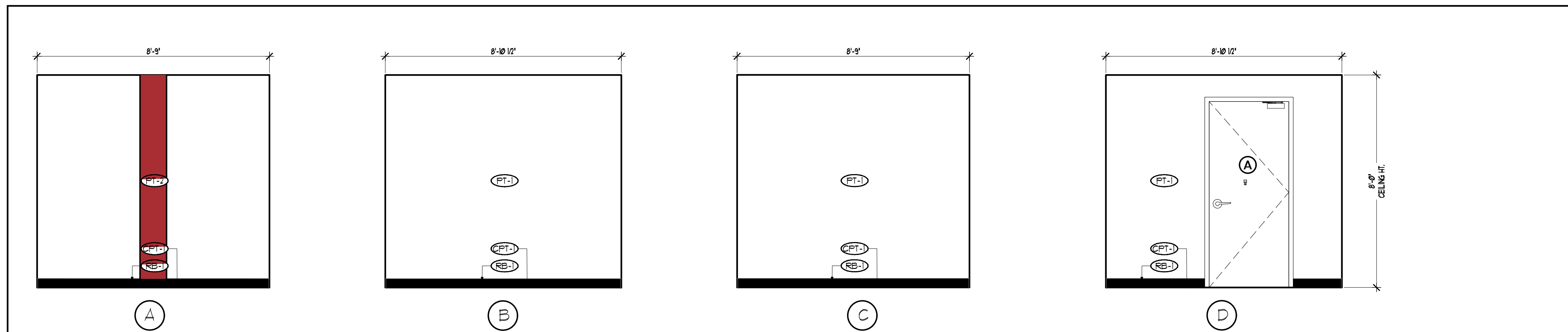
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FIRESTATION
Date: 06-17-2020

Proj. no.
20062

Sheet:
A-5

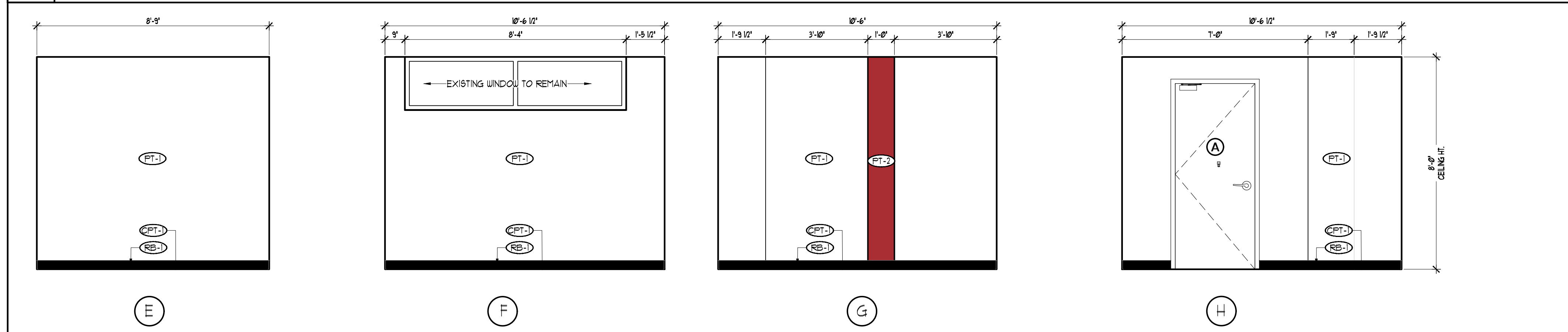
3RD FLOOR PLAN DOOR SCHEDULE
1,300 S.F.±
SCALE: 1/4" = 1'-0"

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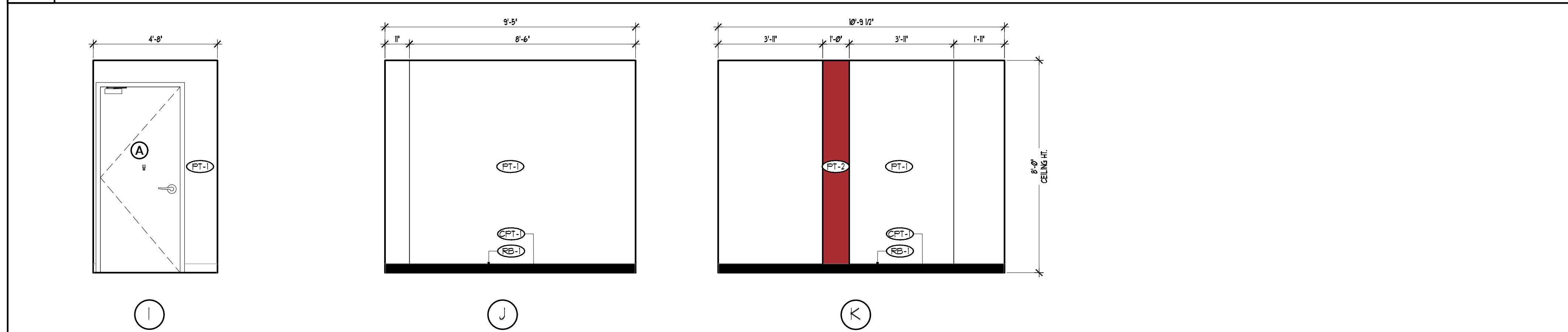
1 INTERIOR ELEVATIONS (ROOM #1)

SCALE: 3/8" = 1'-0"



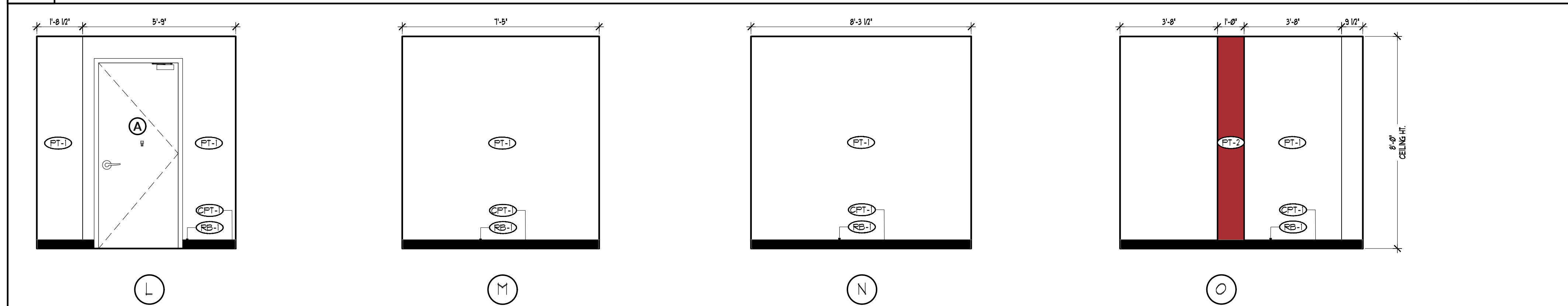
2	INTERIOR ELEVATIONS (ROOM #2)
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SCALE: 3/8" = 1'-0"



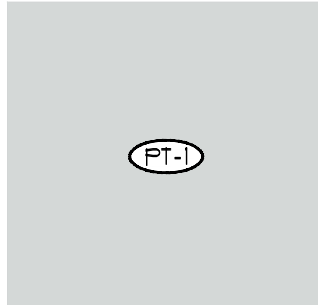
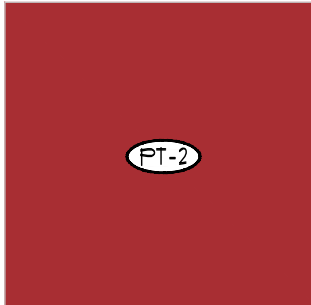
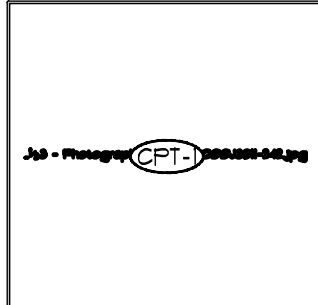
3	INTERIOR ELEVATIONS (ROOM #3)
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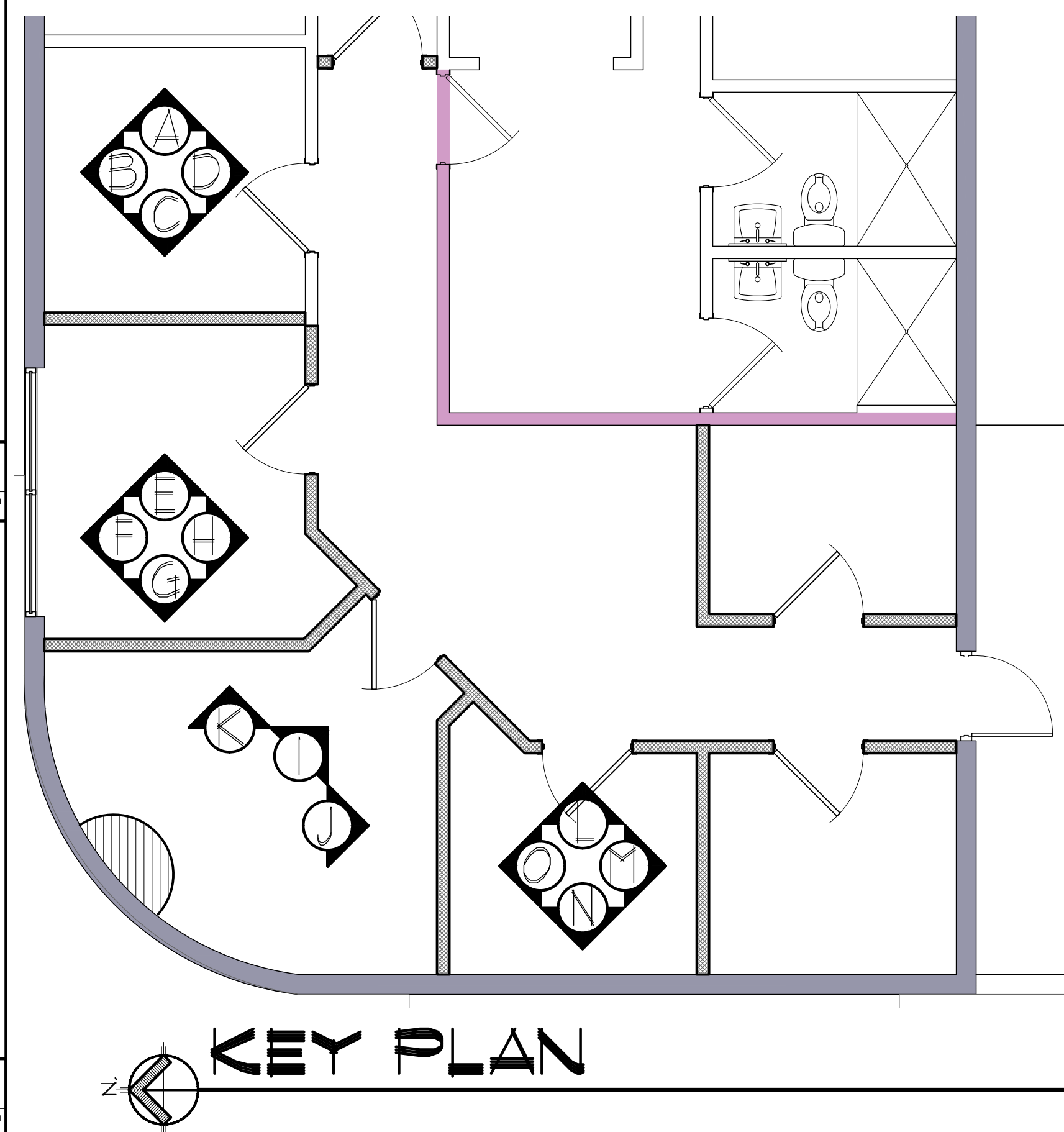
SCALE: 3/8" = 1'-0"

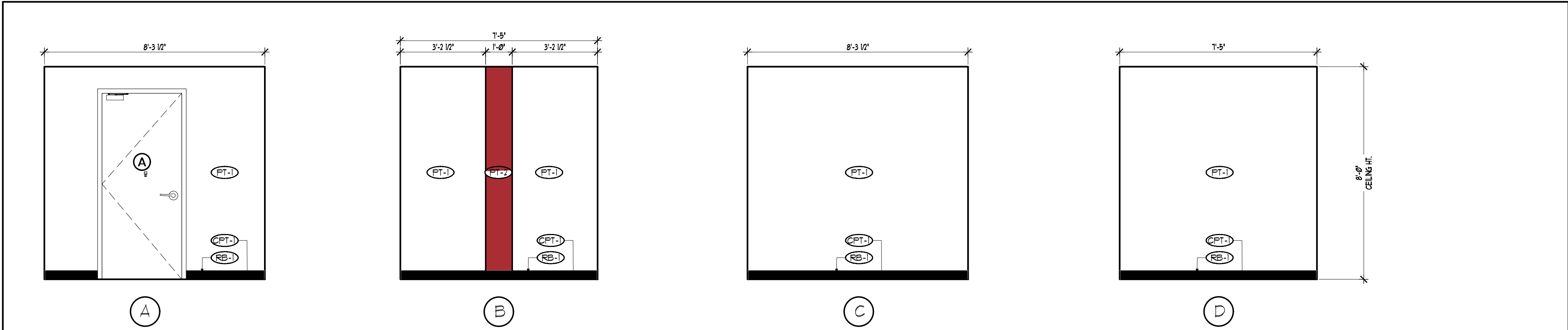


4 INTERIOR ELEVATIONS (ROOM #4)

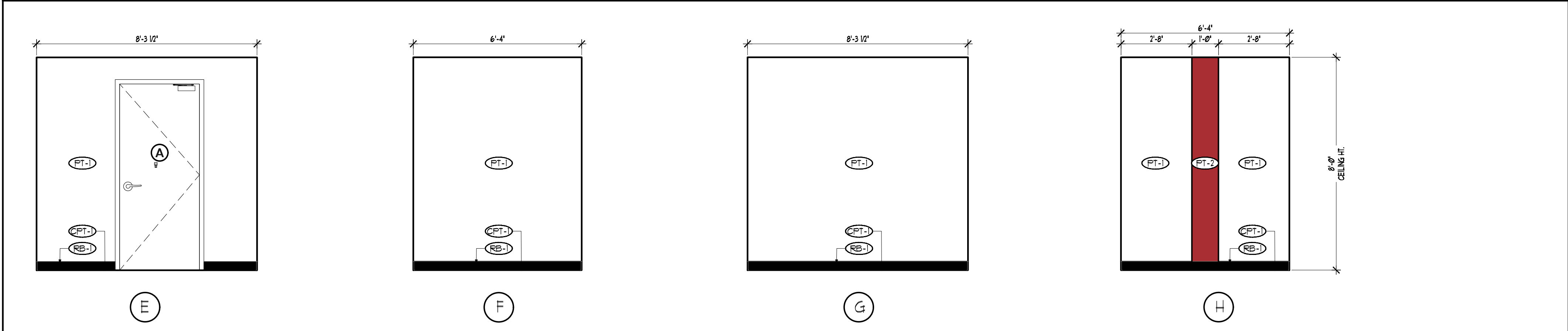
SCALE: 3/8" = 1'-0"

FINISH SCHEDULE				
WALL FINISH				
SYMBOL	MATERIAL	MANUFACTURER	PRODUCT #	PRODUCT INFO
(PT-1)	PAINT	SHERWIN WILLIAMS	SW 6253	OLYMPUS WHITE
(PT-2)	PAINT	SHERWIN WILLIAMS	SW 6866	HEARTHROB
FLOOR FINISH SPECIFICATION				
(CPT-1)	CARPET TILE	ARMSTRONG	JAGUAR: C00J3811-24	COLLECTION : MELODY
WALL DETAIL INFORMATION				
(GYP-1)	(1) LAYER 5/8" GYP. BOARD			5/8" GYP. BOARD ON METAL FRAMED WALL
WALL BASE SPECIFICATION				
(RB-1)	RUBBER BASE	JOHNSONITE	COLOR: BLACK 4" ROLLED GOODS	USE PREFORMED EXTERIOR CORNERS, MITER INTERIOR CORNERS
SAMPLES				
				

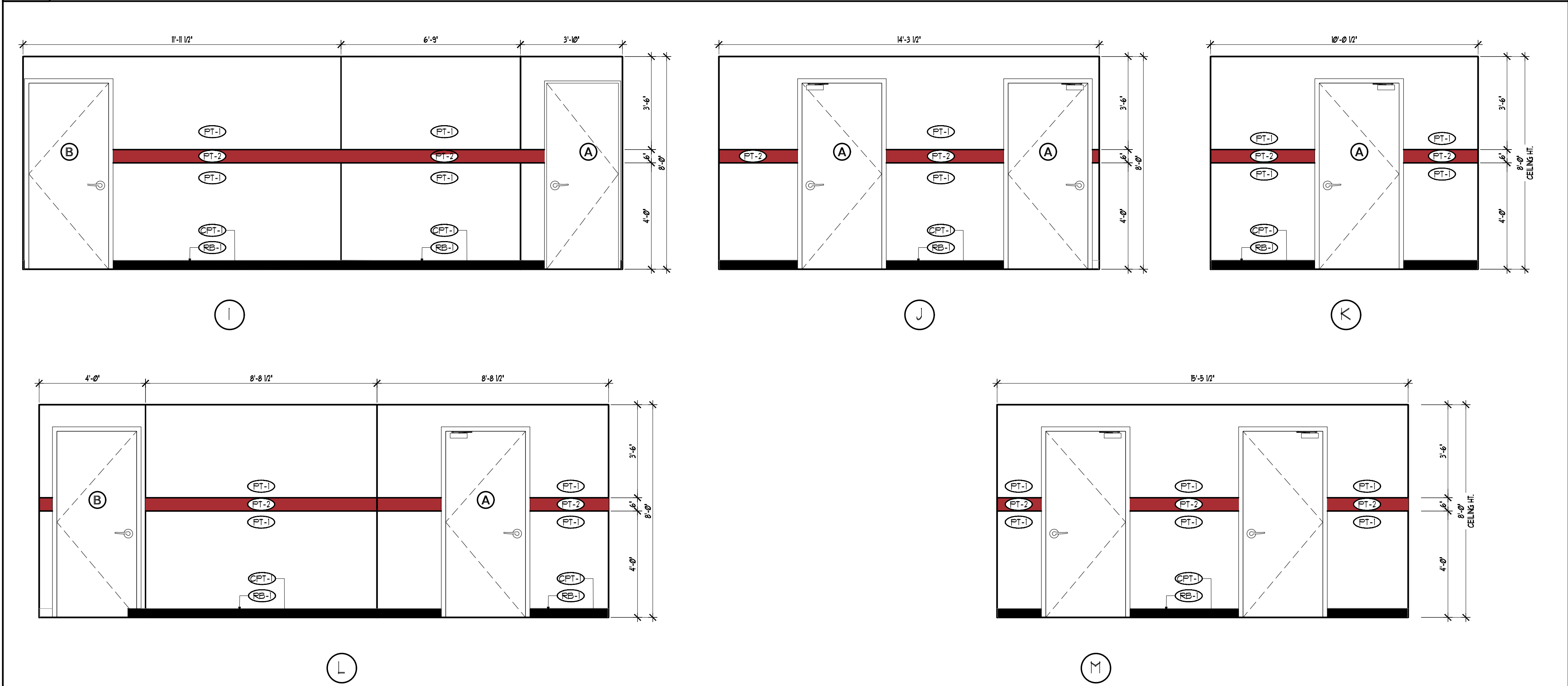




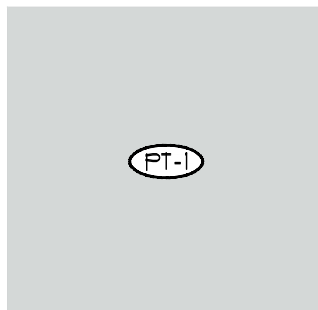
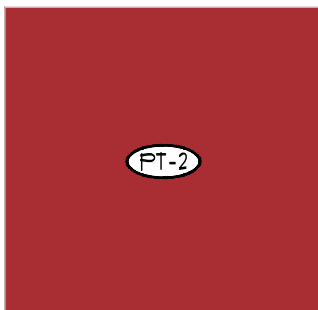
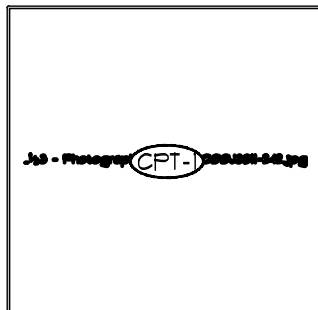
1 INTERIOR ELEVATIONS (ROOM #5) SCALE: 3/8" = 1'-0"

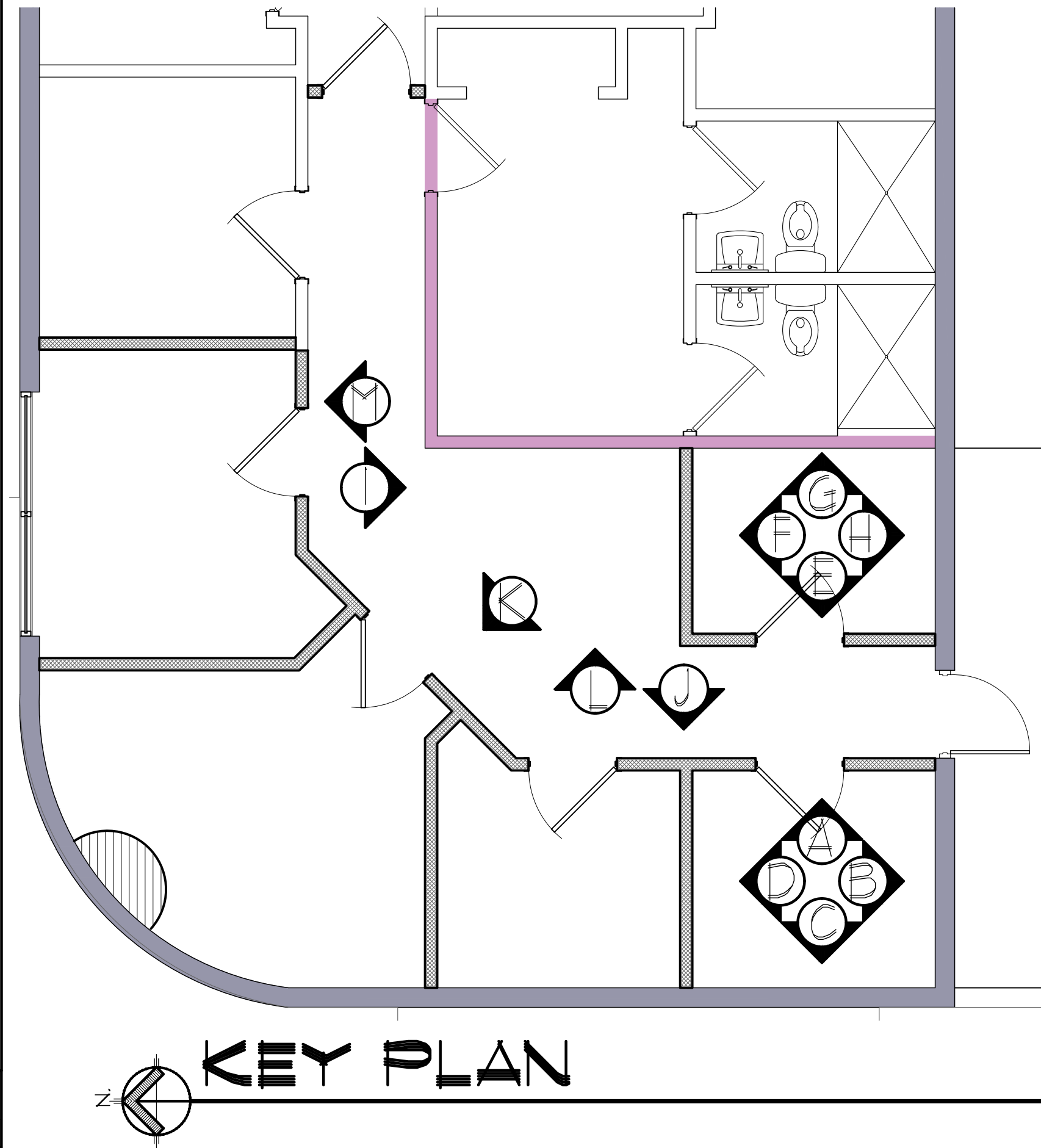


2 INTERIOR ELEVATIONS (ROOM #6) SCALE: 3/8" = 1'-0"

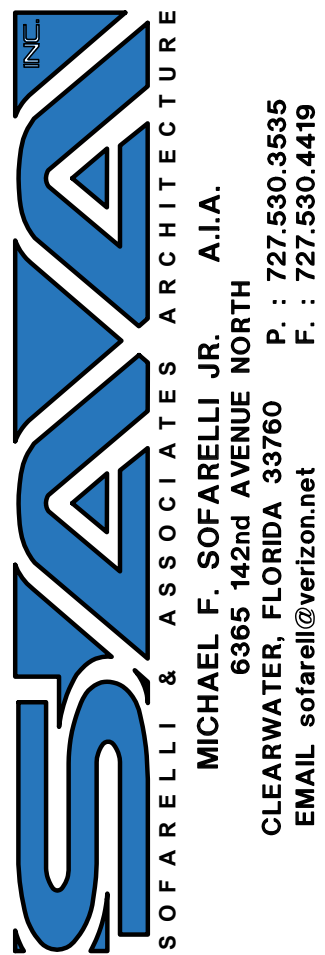


3 INTERIOR ELEVATIONS (HALLWAY) SCALE: 3/8" = 1'-0"

FINISH SCHEDULE				
WALL FINISH				
SYMBOL	MATERIAL	MANUFACTURER	PRODUCT #	PRODUCT INFO
(PT-1)	PAINT	SHERWIN WILLIAMS	SW 6253	OLYMPUS WHITE
(PT-2)	PAINT	SHERWIN WILLIAMS	SW 6866	HEARTHROB
FLOOR FINISH SPECIFICATION				
(CPT-1)	CARPET TILE	ARMSTRONG	JAGUAR C00J3811-24	COLLECTION : MELODY
WALL DETAIL INFORMATION				
(GYP)	(1) LAYER 5/8" GYP. BOARD			5/8" GYP. BOARD ON METAL FRAMED WALL
WALL BASE SPECIFICATION				
(RB-1)	RUBBER BASE	JOHNSONITE	COLOR: BLACK 4" ROLLED GOODS	USE PREFORMED EXTERIOR CORNERS, MITER INTERIOR CORNERS
SAMPLES				
 (PT-1)	 (PT-2)	 (RB-1)	 Jt - Package (CPT-1) 12x12x20	



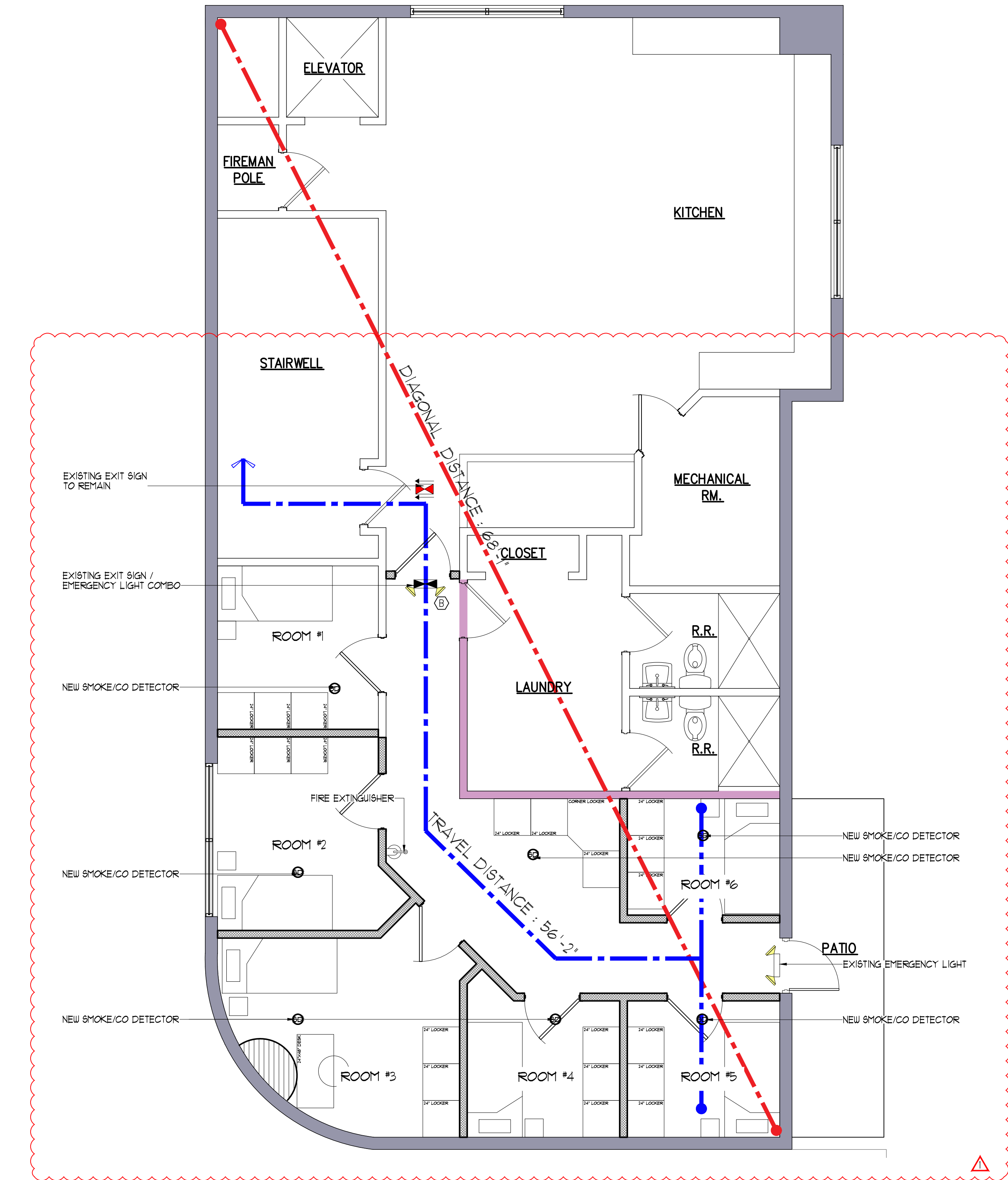
FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST. PETE BEACH, FL 33706
PROJECT: 20062



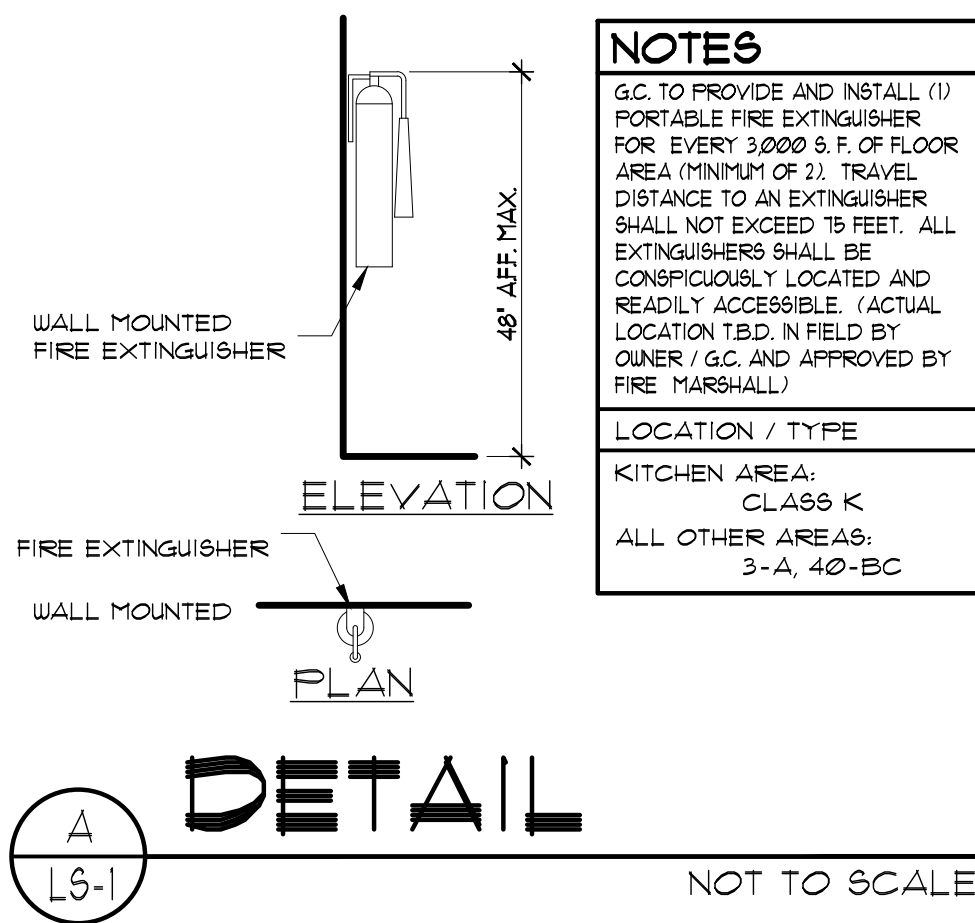
Revisions:

Content:
INTERIOR ELEVATIONS

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3RD FLOOR PLAN LIFE SAFETY PLAN
1300 SF.±
SCALE: 1/4" = 1'-0"



NOTES
G.C. TO PROVIDE AND INSTALL (1) PORTABLE FIRE EXTINGUISHER FOR EVERY 3,000 S.F. OF FLOOR AREA (MINIMUM OF 2). TRAVEL DISTANCE TO AN EXTINGUISHER SHALL NOT EXCEED 75 FEET. ALL EXTINGUISHERS SHALL BE CONSPICUOUSLY LOCATED AND READILY ACCESSIBLE. (ACTUAL LOCATION T.B.D. IN FIELD BY OWNER / G.C. AND APPROVED BY FIRE MARSHALL.)
LOCATION / TYPE
KITCHEN AREA: CLASS K
ALL OTHER AREAS: 3-A, 40-BC

LIGHT LEGEND	
	EXISTING AND NEW EMERGENCY LIGHTS WITH BATTERY BACK-UP.
	DIRECTIONAL EXIT LIGHT WITH BATTERY BACK-UP.
	EXITING STROBE LIGHT TO REMAIN
	EMERGENCY LIGHT WITH BATTERY BACK-UP.
	EXIT/EMERGENCY LIGHT WITH BATTERY BACK-UP.
	EXISTING SMOKE DETECTOR
	NEW SMOKE/CO COMBINATION DETECTOR

2017 F.B.C., 6TH EDITION	
CHAPTER 8 TABLE, 803.9 GROUP B, WITH SPRINKLERS	
INTERIOR FINISH REQ'D. BY OCCUPANT	
VERTICAL EXITS AND PASSAGEWAYS :	'B'
EXIT ACCESS CORRIDORS AND EXIT-WAYS :	'B'
ROOMS AND ENCLOSED SPACES :	'C'

2017 F.B.C. 6th EDITION - CHAPTER 10		
MEANS OF EGRESS REQUIREMENTS		
GROUP B, SPRINKLER	ALLOWED	PROPOSED
SECTION 1014.3 COMMON PATH OF TRAVEL	100'	100'-0" OR LESS
SECTION 1018.4 DEAD END LIMIT :	20'	20'-0" OR LESS
SECTION 1016 / TABLE 1016.2 TRAVEL DISTANCE LIMIT :	250'	50'-0" OR LESS
SECTION 1021 NUMBER OF EXITS :	(3) EXITS	(1) EXITS
SECTION 1025.3.2 MINIMUM EGRESS WIDTH :	0.2' PER PERSON : 308'	38'

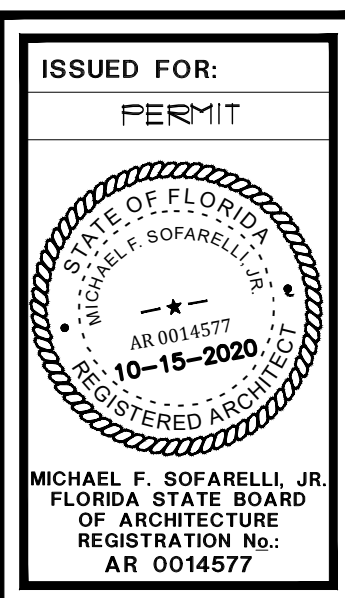
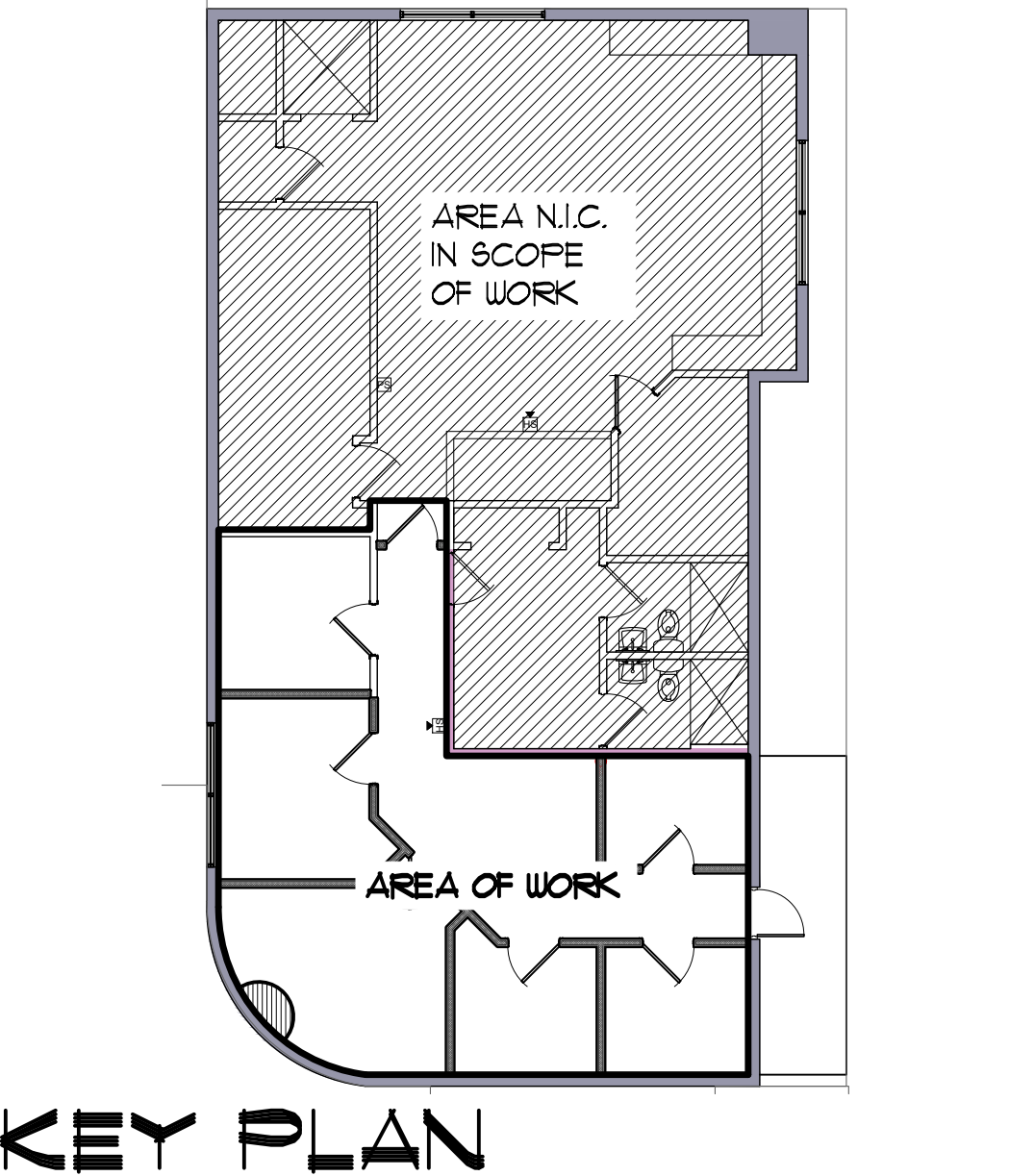
2017 F.B.C. CHAPTER 4	
CONSTRUCTION TYPE	
TYPE (B / B):	UNPROTECTED, SPRINKLED
GROSS SQ. FOOTAGE:	1,300 TOTAL SQ. FT.±
TOTAL OCCUPANT LOAD:	19 PERSONS

ACCESSORY USE NOTE
IN ACCORDANCE WITH F.B.C. 2017 SECTION 302.2 AND TABLE 503, ANY ACCESSORY USE AREA THAT DOES NOT EXCEED 10% OF THE STORY IN WHICH IT IS LOCATED SHALL NOT BE REQUIRED TO BE SEPARATED BY A FIRE BARRIER.

- EMERGENCY LIGHT SCHEDULE**
- (A) LED INCANDESCENT EXIT SIGN W/ NI-CAD BATTERY BACK-UP (USE QUANTUM - CAT.# LQM5W3R120/211 ELN OR EQUAL)
 - (B) EXIT SIGN / EMERGENCY LIGHT COMBO W/ BATTERY BACK-UP AND FIXED HEAD LAMPS (USE LITHONIA - CAT.# HQM5W3R120 OR EQUAL)
 - (C) EMERGENCY LIGHTING UNITS W/ 6V BATTERY BACK-UP AND FULL RANGE ADJUSTABLE HEAD LAMPS FOR USE IN SALES AREA AND STOCK ROOM (USE QUANTUM - CAT.# ELM2 OR EQUAL)
- *LOCATION OF EXIT SIGNS AND EMERGENCY LIGHTS IS APPROXIMATE. (VERIFY IN FIELD)

- BATTERY BACK UP NOTE**
1. INSTALL NEW LED INCANDESCENT EXIT SIGNS WITH NI-CAD BATTERY BACK-UP, IF NECESSARY, IN PLACE OF EXISTING. USE QUANTUM (CAT.# LQM 5 W 3 R 120/211 ELN) OR EQUAL.
 2. INSTALL NEW EMERGENCY LIGHTING UNITS WITH 6V BATTERY BACK-UP AND FULL RANGE ADJUSTABLE HEAD LAMPS, IF NECESSARY, IN PLACE OF EXISTING. USE QUANTUM (CAT.# ELM2) OR EQUAL.
 3. INSTALL NEW 5.4W WEDGE-BASE TUNGSTEN LAMP EMERGENCY LIGHTS WITH 6V BATTERY BACK-UP IN NEW OFFICE. ALSO, REPLACE EXISTING EMERGENCY LIGHTS IN EXISTING OFFICES, LOUNGE AND REST ROOMS IF NECESSARY. USE QUANTUM CONTEMPORARY POLY-CARBONATE EMERGENCY LIGHTING UNITS (CAT.# ELM1) OR EQUAL.
- LOCATION OF EXIT SIGNS AND EMERGENCY LIGHTS IS APPROXIMATE. (V.I.F)

- PATH OF TRAVEL NOTES**
1. THE TOTAL WIDTH OF MEANS OF EGRESS IN INCHES SHALL NOT BE LESS THAN THE TOTAL OCCUPANT LOAD SERVED BY THE MEANS OF EGRESS MULTIPLIED BY THE FACTORS IN TABLE 1009.1 (0.2') AND NOT LESS THAN 36".
 2. REQUIRED AISLES SHALL BE NO LESS THAN 36 IN. IN CLEAR WIDTH.
 3. THE AGGREGATE WIDTH OF EXIT AISLES SHALL BE NO LESS THAN THE REQUIRED WIDTH OF THE EXIT.
 4. EXIT DISCHARGE SHALL COMPLY WITH ALL PERTINENT CODES AND LOCAL ORDINANCES.

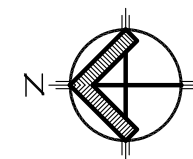


FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST. PETE BEACH, FL 33706
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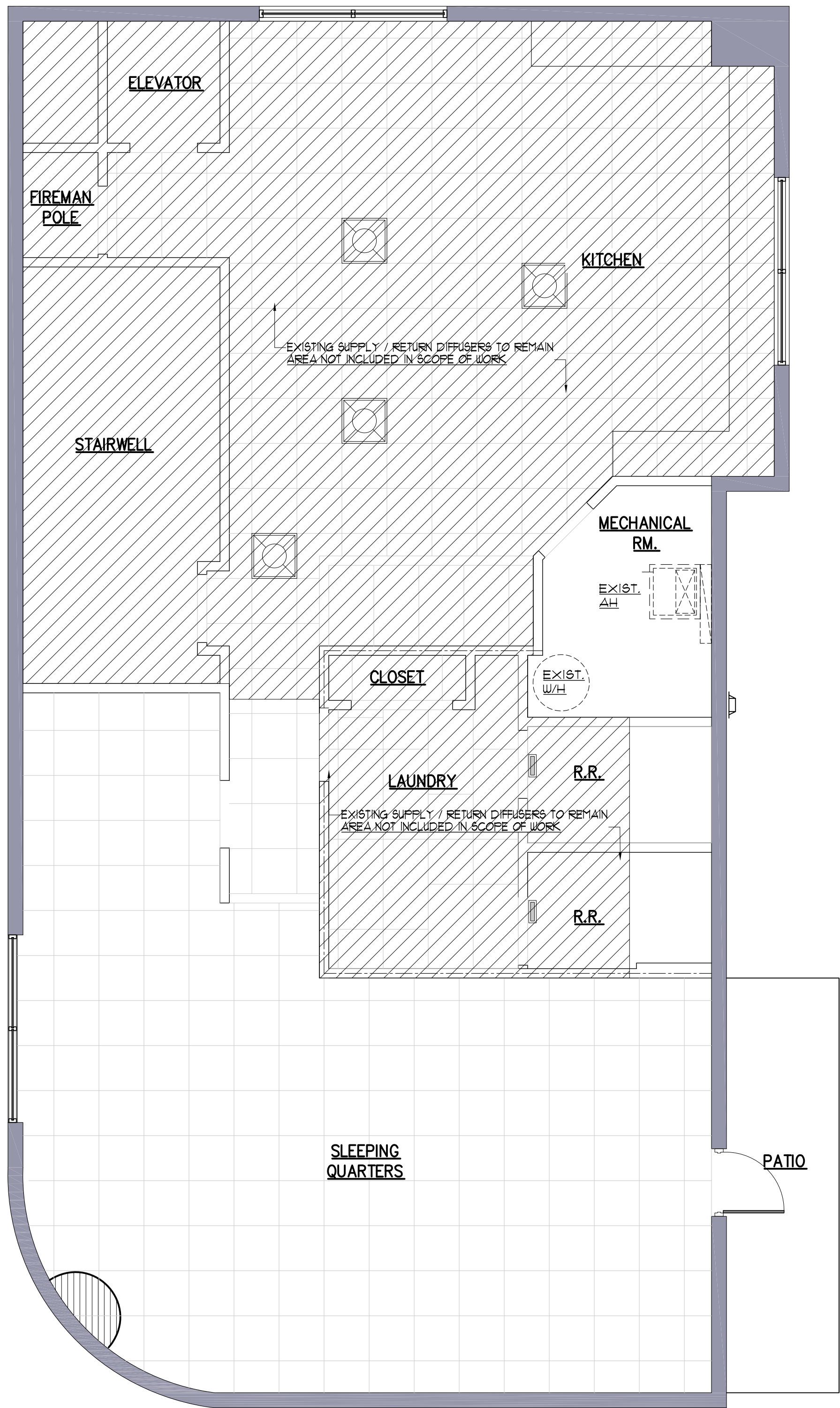
Revisions:
REV. - CITY REV. 06-11-2020

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Sheet: LS-1



EXISTING / DEMO. OVERALL MECHANICAL PLAN

SCALE: 1/4" = 1'-0"



DEMO NOTES:

1. NO WORK SHALL BE DONE IN SHADED AREA.
2. REMOVE ALL SUPPLY AND RETURN GRILLES IN THE AREA OF WORK.
3. CAP AND SEAL EXISTING DUCTWORK FEEDING THE SLEEPING QUARTERS BEING REMODELED. VERIFY LAUNDRY AND RESTROOMS ARE STILL CONNECTED TO THE EXISTING AH.
4. CHANGE THE CFM FOR THE EXISTING AH FROM 1900 CFM TO 1100 CFM.

OUTSIDE AIR REQUIREMENTS FOR RTU-1:
ACCEPTABLE INDOOR AIR QUALITY IS
ACCOMPLISHED USING FMC 2011 6TH EDITION:
TABLE 403.3.1.1

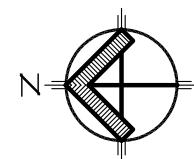
1. OCCUPANCY (SLEEPING AREA):
a. 6 BEDS PER ARCHITECT
6 x 5 CFM PER PERSON = 30 CFM
b. 482 SQ. FT. x .06 CFM/SQ. FT. = 29 CFM
TOTAL = 59 CFM

2. OCCUPANCY (HALL/CORRIDOR):
a. 190 SQ. FT. x .06 CFM/SQ. FT. = 12 CFM
TOTAL = 12 CFM

TOTAL VENTILATION AIR REQUIRED = 71
TOTAL VENTILATION AIR SUPPLIED = 80 CFM

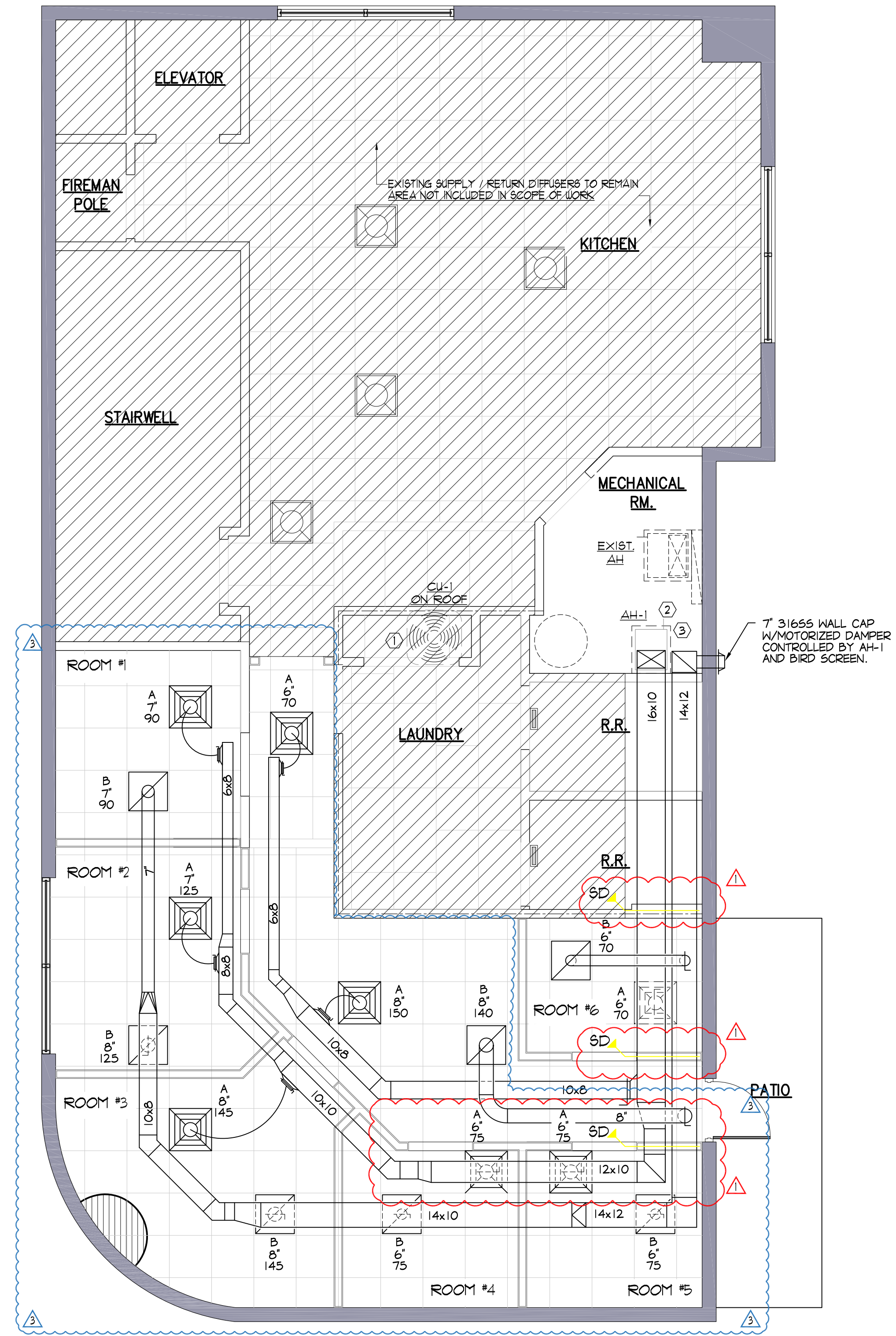
BUILDING PRESSURE:

OUTSIDE AIR SUPPLIED ———— +80 CFM
+80 CFM



PROPOSED OVERALL MECHANICAL PLAN

SCALE: 1/4" = 1'-0"



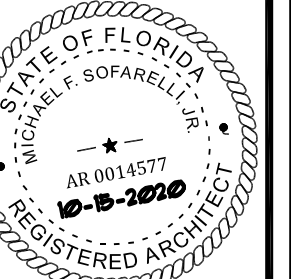
GENERAL NOTES:

1. COORDINATE EXACT PLACEMENT OF THERMOSTATS WITH ARCHITECT AND WITH FURNISHINGS.
2. CONTRACTOR AND MECHANICAL SUBS SHALL WALK THE PROJECT AND VERIFY ALL EXISTING CONDITIONS ARE AS SHOWN. NOTIFY ARCHITECT OF ANY CONFLICTS BETWEEN DRAWINGS AND EXISTING CONDITIONS.
3. SD (SMOKE DAMPER) SHALL BE RUSKIN SDRS25 AND SD36 WITH A 120V ACTUATORS. ACTUATOR SHALL BE CONTROLLED BY THE FIRE ALARM PANEL PER FIRE ALARM CONTRACTOR.

KEY NOTES:

- ① MECHANICAL EQUIPMENT SHALL BE MOUNTED ON THE ROOF WITH ROOF CURB, ORDER ROOF CURB WITH SLOPE TO MATCH THE ROOF SO THE MECHANICAL EQUIPMENT IS LEVEL.
- ② RUN CONDENSATE PIPE TO NEAREST FLOOR DRAIN OR HUB DRAIN.
- ③ RUN REFRIGERANT PIPING UP THRU TO CONDENSING UNIT.

ISSUED FOR:
PERMIT



MICHAEL F. SOFARELLI, JR.
OF ARCHITECTURE
REGISTRATION No.:
AR 0014577

FIRE STATION 23
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Revisions:
08/18/20
FIRE DEPT. COMMENTS

REV-3 BID CLAR
10-14-2020

Content:
EXISTING/DEMO
MECHANICAL
PLAN

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MECHANICAL SPECIFICATIONS

A. GENERAL REQUIREMENTS

- SCOPE OF WORK SHALL INCLUDE ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, TRANSPORTATION, HOISTING, RIGGING, INSURANCE, ETC., TO PERFORM THE WORK AS INDICATED ON THE DRAWINGS AND HEREIN SPECIFIED FOR A COMPLETE INSTALLATION.
- ALL WORK SHALL BE IN ACCORDANCE WITH NFPA 90-A4B, ASHRAE GUIDES, 'SMACNA' DUCT CONSTRUCTION STANDARDS, NFPA 101, NATIONAL, STATE AND LOCAL CODES, INCLUDING ALL SUPPLEMENTS.
- MANUFACTURES SHALL PROVIDE THEIR STANDARD GUARANTEES AND WARRANTIES FOR WORK UNDER THIS CONTRACT.
- LOCATIONS OF PIPING, DUCTWORK, CONDUITS AND EQUIPMENT SHALL BE ADJUSTED TO ACCOMMODATE ALL TRADE INSTALLATIONS. LINES WHICH PITCH SHALL HAVE THE RIGHT-OF-WAY OVER THOSE WHICH DO NOT PITCH. OFFSETS, TRANSITIONS AND CHANGES OF DIRECTION IN ALL SYSTEMS SHALL BE MADE AS REQUIRED TO MAINTAIN PROPER HEADROOM AND PITCH OF SLOPING LINES WHETHER OR NOT INDICATED ON THE DRAWINGS. ALL WORK SHALL BE INSTALLED IN A WAY TO PERMIT REMOVAL AND ALLOW PROPER ACCESS TO ALL EQUIPMENT INCLUDING DUCT ACCESS DOORS.
- FINAL LOCATION OF ALL AIR DISTRIBUTION DEVICES, T-STATS, CONTROL DEVICES, ETC. SHALL BE COORDINATED WITH THE ARCHITECTURAL PLANS AND SECTIONS AND/OR OTHER ARCH. DETAILS. OFFSETS OF DUCTWORK, ADDED SHEET METAL, FITTINGS, ELBOWS, ETC. SHALL BE PROVIDED AS REQUIRED TO COMPLY WITH ARCH. PLANS.
- ALL EQUIPMENT SHALL BE NEW AND WITHOUT BLEMISH OR DEFECT. ALL EQUIPMENT SHALL MEET THE AUTHORITIES HAVING JURISDICTION. WHERE ACCEPTANCE IS CONTINGENT UPON THE PRODUCTS LISTING OR LABELED, THE PRODUCT SHALL BE LISTED OR LABELED.
- ALL EQUIPMENT OF ONE TYPE, SUCH AS VALVES, FANS, AIR HANDLING UNITS, SHALL BE THE PRODUCT OF ONE MANUFACTURER UNLESS SPECIFIED OTHERWISE ON THE DOCUMENTS.
- PROVIDE ALL HANGERS AND SUPPORTS AS REQUIRED TO SUPPORT ALL NEW DUCTWORK AND EQUIPMENT.
- PAY FOR ALL PERMITS AND FEES, OBTAIN ALL APPROVALS.
- IT SHALL BE THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR TO STUDY ALL DRAWINGS AND DETAILS SO THAT THE INSTALLATION OF ALL EQUIPMENT CAN BE FULLY COORDINATED. THE MECHANICAL CONTRACTOR SHALL VISIT THE SITE TO SATISFY HIMSELF THAT ALL PROVISIONS HAVE BEEN MADE FOR ALL ASPECTS OF THIS PROJECT. IF DISCREPANCIES EXIST BETWEEN DRAWINGS AND/OR SITE CONDITIONS, THE MECHANICAL CONTRACTOR SHALL NOTIFY THE ARCHITECT PRIOR TO SIGNING OF CONTRACT. FAILURE TO DO SO WILL NOT BE ALLOWED AS A BASIS FOR ADDITIONAL COMPENSATION TO CORRECT A DIFFICULTY OR DIFFERENCE FROM CONDITIONS INFERRED OR INDICATED ON THE DRAWINGS THAT WOULD HAVE BEEN APPARENT DURING SAID VISIT.
- ALL CUTTING, CORE DRILLING, PATCHING, ETC. REQUIRED FOR THE INSTALLATION OF THE NEW MECHANICAL SYSTEMS SHALL BE BY CONTRACTOR.
- HVAC WORK IS DIAGNMMATIC. EXACT LOCATION OF ALL COMPONENTS ARE TO BE DETERMINED IN THE FIELD AND BY THE ACTUAL BUILDING CONDITIONS. EQUIPMENT, DUCTS OR PIPES INTERFERING WITH THE INSTALLATION SHALL BE RELOCATED AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER. COORDINATE WITH ALL TRADES TO AVOID INTERFERENCE OF EQUIPMENT.
- INSTALLATION METHODS SHALL PERMIT ACCESSIBILITY FOR SERVICE AND/OR REPLACEMENT OF EQUIPMENT PROVIDED.
- MECHANICAL CONTRACTOR IS TO COORDINATE ALL CONDENSATE DRAINAGE PIPING INSTALLATION REQUIREMENTS WITH THE PLUMBING CONTRACTOR.
- MECHANICAL CONTRACTOR IS TO COORDINATE ALL ELECTRICAL WIRING CIRCUITS INSTALLATION REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR.
- ALL DEBRIS TO BE REMOVED DAILY.

B. SCOPE OF WORK

- INSTALL ALL DUCTWORK, PIPING, EQUIPMENT, ETC. AS INDICATED IN THE CONSTRUCTION DOCUMENTS OR SPECIFICATIONS.
- PROVIDE ALL NEW DISCONNECTS AND CAPPING TO FACILITATE CONSTRUCTION. ALL REMOVAL AND DISPOSAL SHALL BE BY THE GENERAL CONTRACTOR.
- TEST AND BALANCE AS SHOWN ON PLANS BY MECHANICAL CONTRACTOR. TAB REPORT WILL BE REQUIRED TO BE SUBMITTED TO ENGINEER FOR APPROVAL. TEST AND BALANCE OF AIR CONDITIONING SYSTEMS SHALL BE PERFORMED WITH ROOM TO ROOM TEMPERATURE MEASUREMENTS AND DAMPER ADJUSTMENTS IN ORDER TO PROVIDE COINCIDING TEMPERATURE MEASUREMENTS IN ALL ROOMS SERVED BY COMMON AIR CONDITIONING SYSTEMS.
- THE EQUIPMENT INDICATED ON THE DRAWINGS HAS BEEN COORDINATED WITH THE ELECTRICAL SYSTEMS. IF THE CONTRACTOR SELECTS TO USE ALTERNATE EQUIPMENT, THEY SHALL BE RESPONSIBLE FOR ALL COORDINATION WITH THE ELECTRICAL ENGINEER AND SHALL BEAR ANY EXPENSE TO THE ELECTRICAL CONTRACTOR RESULTING FROM SUCH ALTERNATE SELECTIONS.
- CONTRACTOR SHALL NOT DEVIATE FROM THESE DESIGN DOCUMENTS WITHOUT PRIOR APPROVAL FROM ENGINEER. CONTRACTOR IS RESPONSIBLE FOR ALL AS-BUILT DRAWINGS.

C. MATERIALS

- SUPPLY/RETURN RECTANGULAR DUCTWORK EXPOSED OR ABOVE CEILING\$ CONSTRUCTION: 15" THK FIBROUS-GLASS DUCT BOARD, COMPLY W/ UL181, CLASS 1, ANTI-MICROBIAL TREATED FIBROUS GLASS DUCT FIRE-RESISTANT, REINFORCED FOIL-SCRIM-KRAFT EXTERNAL BARRIER W/ SUPPORT, CONNECT, AND SEAL ACCORDING TO DUCT MANUFACTURER'S SPECIFICATIONS AND 'SMACNA'S' FIBROUS GLASS DUCT CONSTRUCTION STANDARD'. PRESSURE CLASS: 1" W.G. MIN.
- FLEXIBLE DUCTWORK: ALL FLEXIBLE DUCTWORK SHALL COMPLY WITH UL 181, CLASS 1, FACTORY FABRICATED, INSULATED, ROUND DUCT, WITH AN OUTER GLASS-REINFORCED, SILVER MYLAR JACKED ENCLOSING 1-1/2" THICK GLASS-FIBER INSULATION AROUND A CONTINUOUS POLYETHYLENE INNER LINER. SUPPORT, CONNECT, AND SEAL ACCORDING TO SMACNA'S 'HVAC DUCT CONSTRUCTION STANDARD--METAL AND FLEXIBLE'. PRESSURE CLASS: 1/2" W.G. PROVIDE VOLUME DAMPER FOR EACH FLEXIBLE RUNOUT TO AIR DEVICE (SUPPLY ONLY).
- FRESH AIR SUPPLY/TOILET EXHAUST DUCTWORK: GALVANIZED SHEET METAL DUCT AND FITTINGS PER INDUSTRY STANDARDS, SMACNA STANDARDS AND FLORIDA BUILDING CODE.
- EXHAUST FANS: REFER TO EXHAUST FAN SCHEDULE FOR EXHAUST FAN SPECIFICATIONS.
- AIR DISTRIBUTION DEVICES: SEE AIR DEVICE SCHEDULE. INSTALL AIR DEVICES PER MANUFACTURER'S SPECIFICATIONS.
- SPIN-IN FLEXIBLE DUCTWORK CONNECTORS: ALL SPIN-IN FLEXIBLE DUCTWORK CONNECTORS SHALL BE INDUSTRY STANDARD WITH INTEGRAL BALANCING DAMPERS AND INTEGRAL AIR FLOW EXTRACTORS AS REQUIRED FOR SPECIFIED AIR FLOW VALUES AS SHOWN.
- DAMPERS AND DAMPER ACTUATORS: DAMPERS SHALL BE PROVIDED AS RECOMMENDED BY DAMPER MANU- FACTURER FOR SPECIFIC APPLICATION AND DUCT MATERIAL. INSTALL DAMPERS AND DAMPER COMPONENTS SUCH AS ACTUATORS PER HVAC EQUIPMENT SPECIFICATIONS AND/OR DAMPER MANUFACTURER'S SPECIFICATIONS. ACCEPTABLE DAMPER MANUFACTURERS ARE RUSKIN, GREENHECK AND EQUALS. DAMPER ACTUATORS BY HONEYWELL OR EQUALS. ALL EQUAL PRODUCTS MUST MEET SAME APPROVAL RATINGS.
- FIRE DAMPER (IF REQUIRED): RUSKIN MODEL IBDT OR EQUAL. INSTALL PER ALL APPLICABLE CODES.

D. SUBMITTALS:

- CONTRACTOR SHALL PROVIDE SUBMITTALS TO ENGINEER (VIA ARCHITECT) FOR ALL NEW EQUIPMENT & MATERIALS FOR FINAL APPROVAL PRIOR TO ORDERING/PURCHASING.

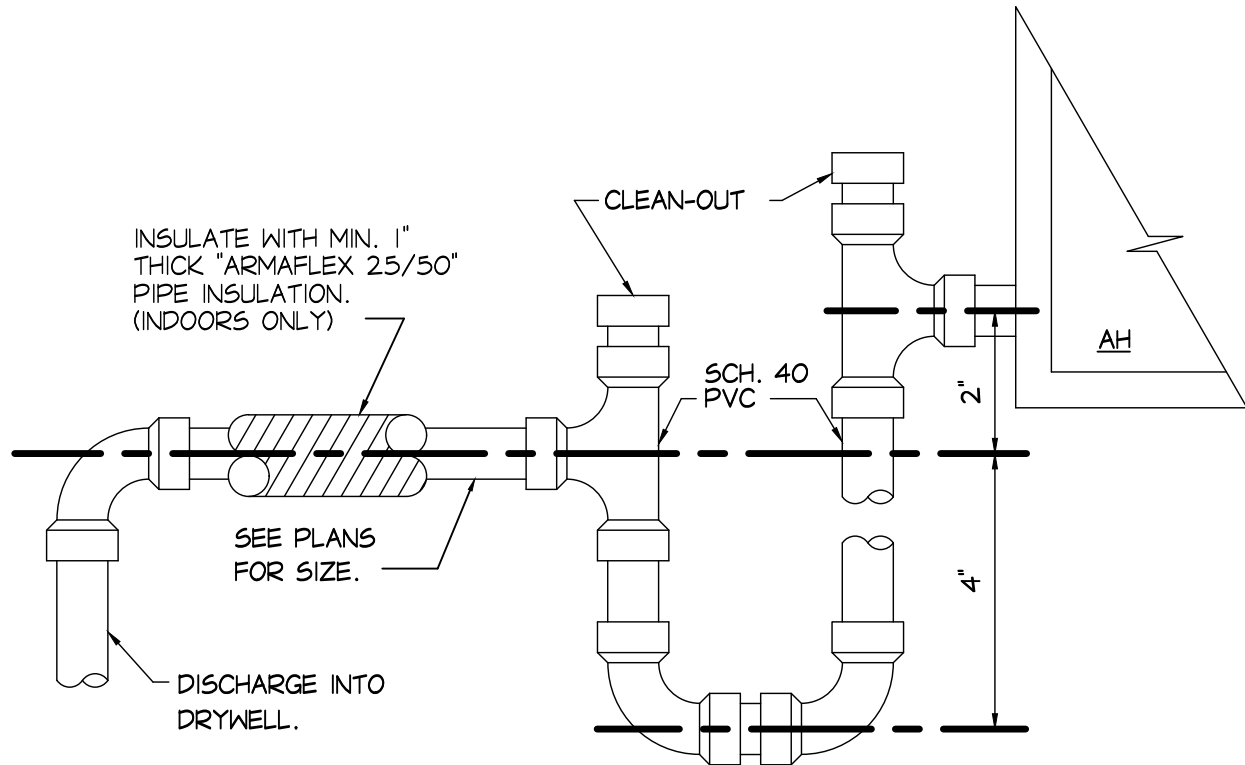
SPLIT SYSTEM SCHEDULE

PROJECT LOCATION			
AIR HANDLER	MARK	AH-1	
MANUFACTURER		CARRIER	
MODEL		FV4C	
SIZE		003	
SUPPLY AIR	CFM	800	
RETURN AIR	CFM	120	
OUTSIDE AIR	CFM	80	
EXT STATIC PRESS	IN. WG	0.5	
MOTOR	HP	1/2	
ENTERING AIR	°F DB	80	
ENTERING AIR	°F WB	67	
COOLING CAPACITY	MBTU	25.00	
ELECTRIC HEAT	KW	5.0	
ELECTRICAL	V/ø	208-1-ØØ1	
MIN CIRCUIT AMPS	AMPS	312	
FUSE AMPS	AMPS	35	
BLOWER	AMPS	4.3	
WEIGHT	LB\$	135	

CONDENSING UNIT			
MANUFACTURER		CARRIER	
MODEL		25ACBT24AØØ3	
* COMPRESSORS		1	
SYSTEM SEER / EER		16	
SUCTION LINE(S)	OD INCHES	7/8	
LIQUID LINE(S)	OD INCHES	3/8	
ELECTRICAL	V/ø	208/23Ø-1	
MIN CIRCUIT AMPS	AMPS	14.5	
FUSE AMPS	AMPS	20	
COMPRESSOR	RLA	111	
COND FAN	AMPS	Ø.6Ø	
WEIGHT	LB\$	222	

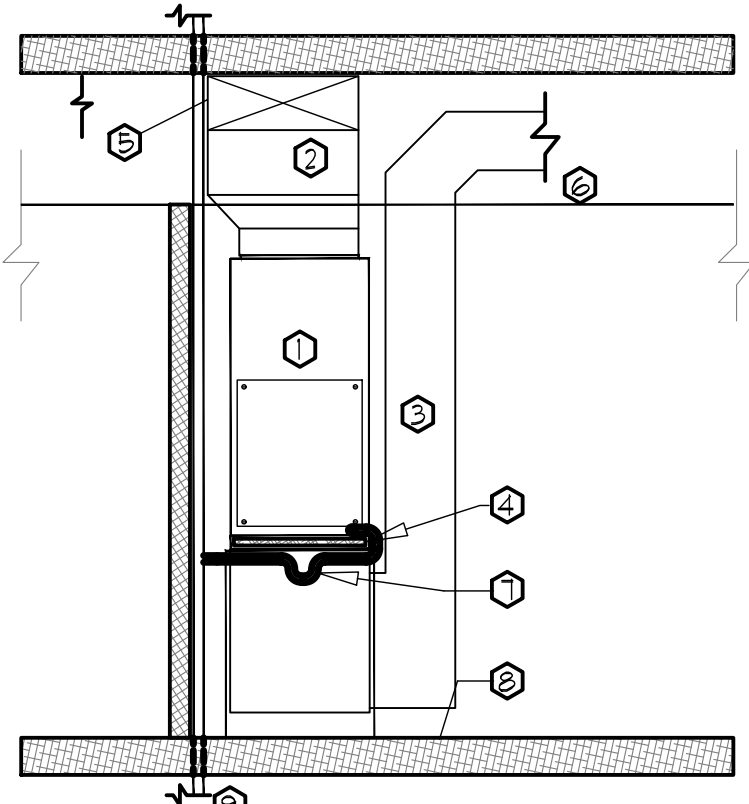
NOTES:

- PROVIDE CARRIER OR APPROVED EQUAL WITH REFRIGERANT 410A
- PROGRAMMABLE MULTI STAGE THERMOSTAT
- PROVIDE SINGLE POINT ELECTRICAL CONNECTION
- PROVIDE 2 COMPLETE SETS OF 3Ø% PLEATED FILTERS
- PROVIDE ECM SOFT START ON-OFF INDOOR FAN MOTORS
- FIELD ROUTE REFRIGERANT PIPING FROM AIR HANDLERS TO CONDENSING UNITS
- COOLING CAPACITY SHOWN FOR 95°F OUTDOOR TEMPERATURE.
- PROVIDE FACTORY E-COATED EVAPORATOR AND CONDENSER COILS. SUBMIT A WRITTEN COATING WARRANTY FOR APPROVAL.



P-TRAP DETAIL

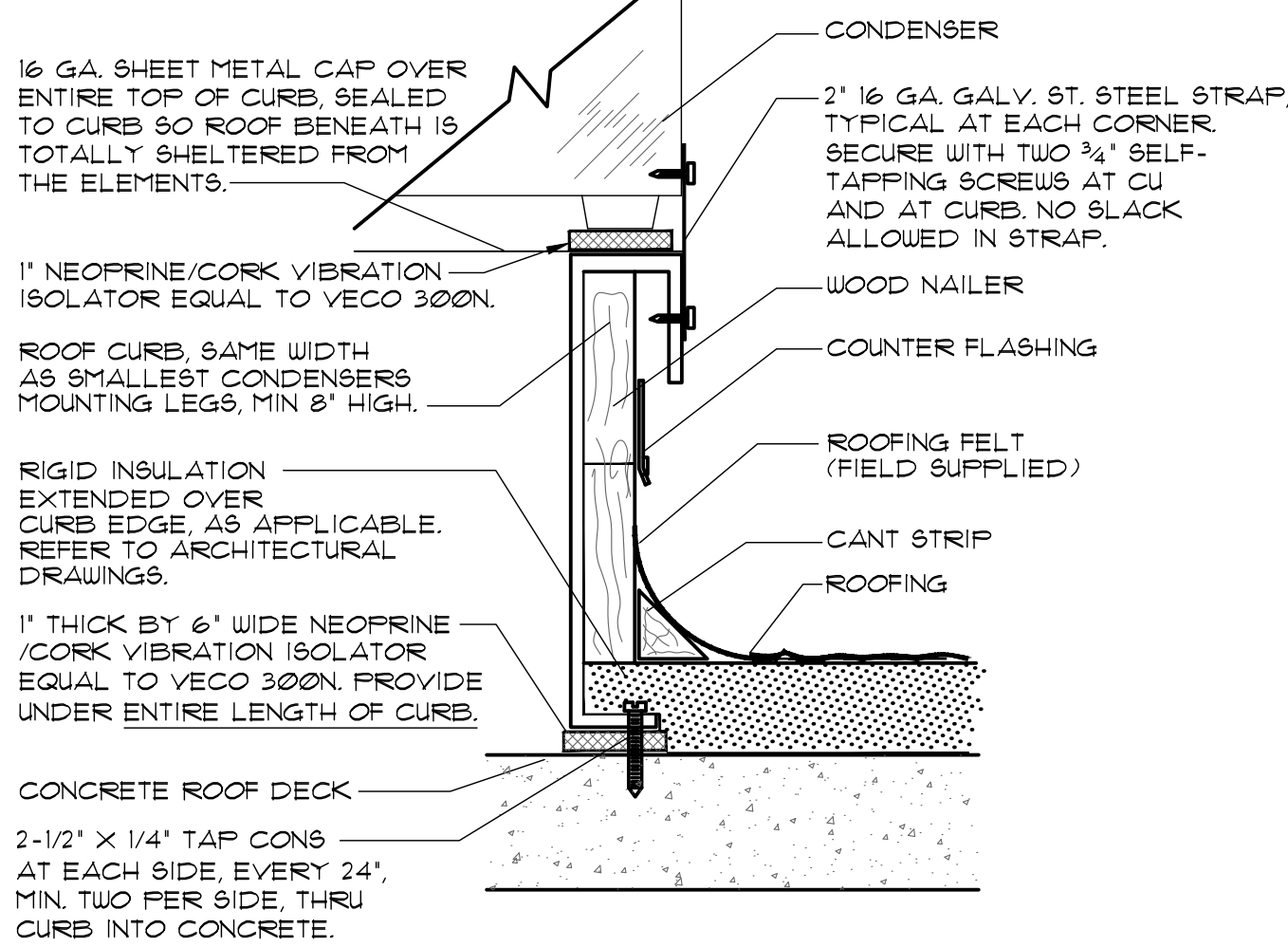
NO SCALE



AIR HANDLER CLOSET DETAIL

N.B. DIAGRAMATIC ONLY.

- AIR HANDLER WITH WALL MOUNTING BRACKETS OR FLOOR STAND
- SUPPLY DUCT WITH 3-PIECE ELBOW, TRANSITION FROM UNIT DISCHARGE OPENING AFTER START-COLLAR TO PLAN DUCT SIZE AND CONTINUE
- RETURN DUCT FROM BENEATH AHU, STAND SHALL BE FABRICATED TO ALLOW FULL SIZE OF UNIT RETURN TO BE EXTENDED FROM BENEATH AND UNRESTRICTED ACCESS FROM THE SIDES. TYPICAL TURN TO HORIZONTAL WITH 3-PIECE ELBOW, TYPICAL.
- FILTER RACK WITH 1" DISF FILTER
- DUCT TRANSITION, KEEP DUCT TIGHT TO SLAB ABOVE.
- CEILING AREA
- 3/4" CONDENSATE DRAIN WITH TRAP, CLEANOUT AND SAFETY SWITCH. INSULATE ENTIRE LENGTH WITH 3/16" WALL ARMAFLEX AND EXTEND TO COND. RISER BY PLUMBER. ROUTE PIPING AROUND FILTER ACCESS.
- FLOOR SLAB, TYPICAL.
- COPPER RELIEF/CONDENSATE RISER BY PLUMBING CONTRACTOR.



CONDENSER CURB DETAIL

NOT TO SCALE, FOR DIAGRAMATIC PURPOSES, ONLY.

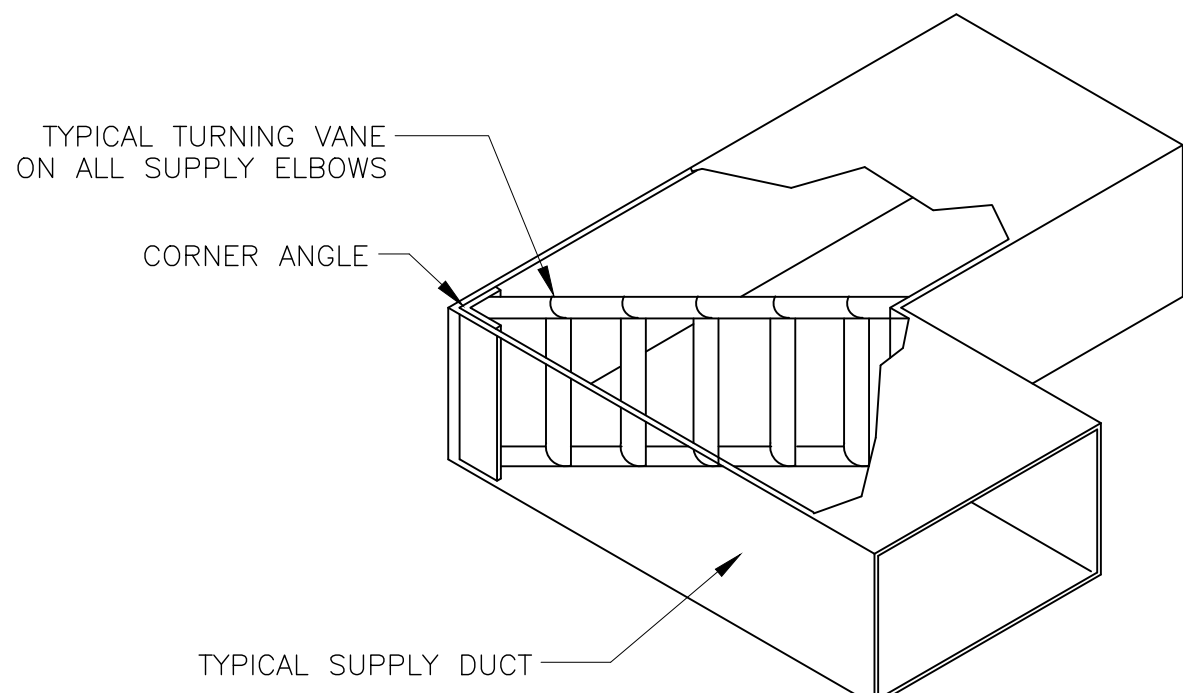
NOTES:

- CURB SHALL BE SECURED TO CONCRETE DECK PER ABOVE AND ROOFING INSTALLED OVER CURB AS INDICATED.
- PROVIDE 16 GA. GALV. SHEET METAL CAP OVER CURB, SEALED WEATHER TIGHT. TOTAL AREA INSIDE CURB SHALL BE COMPLETELY SEALED TO THE ELEMENTS. PAINT CAP WITH WHITE RUSTOLEUM PAINT, OR EQUIVALENT.
- WINDSPEED DESIGN IS FOR 146 MPH.
- MINIMUM CURB HEIGHT SHALL BE 14", OR INSURE TOP OF CURB IS AT LEAST 8" ABOVE FINISHED ROOF SURFACE.
- TAP CONS SHALL BE INSTALLED FROM CURB INTO CONCRETE BELOW ON 24" CENTERS, MINIMUM TWO PER SIDE, TYPICAL.

AIR DEVICE SCHEDULE

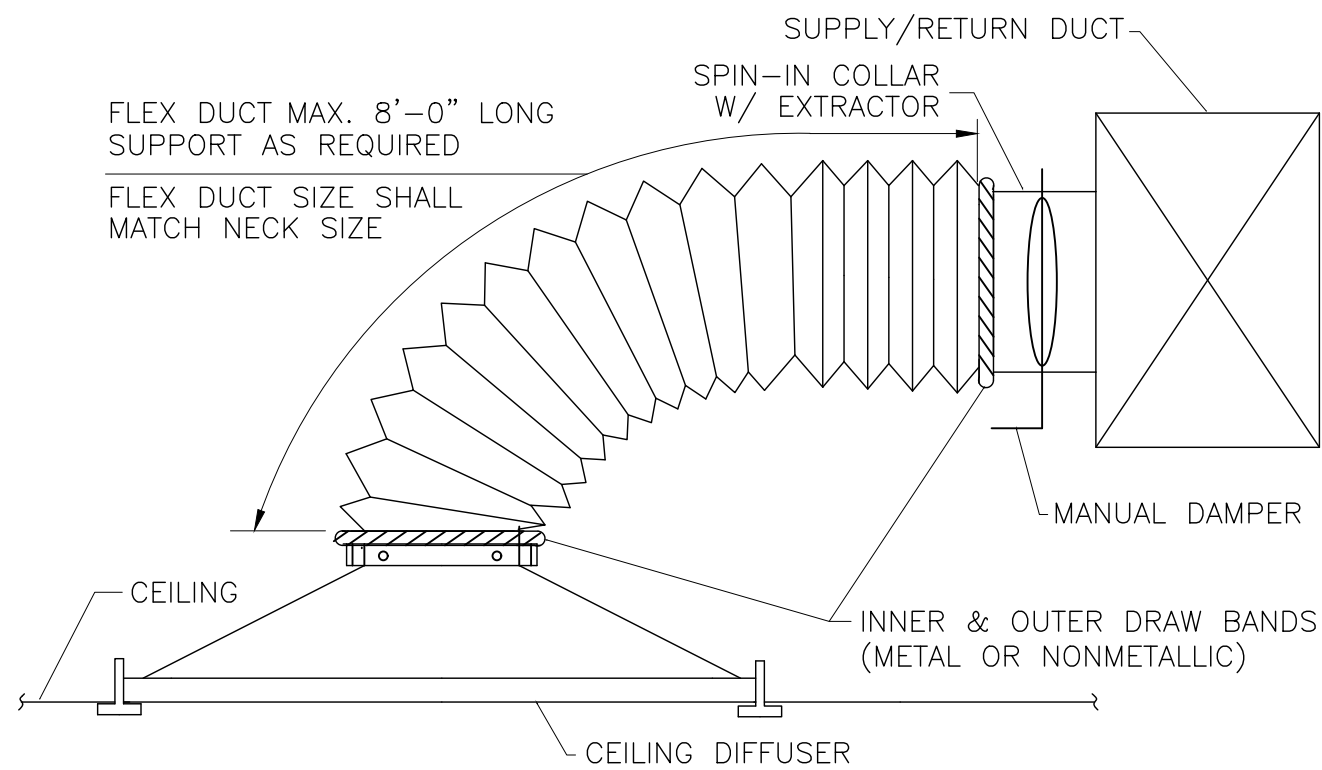
MARK	MANUF	MODEL	PATTERN	USAGE	BORDER	FINISH	ACCESSORIES
A	TITUS	TM8-AA-24X24-3-26	4-WAY	SUPPLY	LAY-IN	WHITE	PROVIDE W/ OBD MODEL AG-15 PROVIDE W/ INSULATED BACKPAN
B	TITUS	355FL-24X24	-	RETURN	LAY-IN	WHITE	PROVIDE W/ OBD MODEL AG-15 AS REQUIRED FOR AIR BALANCING

- NOTES: 1. SOME AIR DEVICES REQUIRE DUCTBOARD FLENUM CONNECTION.
2. COORDINATE AND ADJUST AIR DEVICE LOCATIONS WITH ELECTRICAL CONTRACTOR AND LIGHTING PLAN.



SUPPLY ELBOW TURNING VANE DETAIL

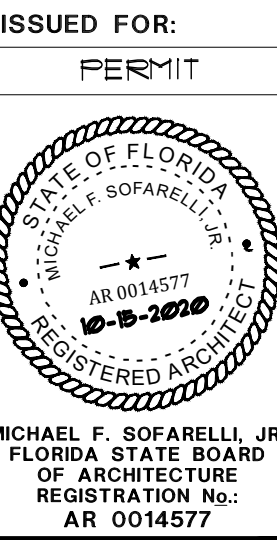
NO SCALE



- MATERIALS & INSTALLATION PER 'SMACNA'S' 'HVAC DUCT CONSTRUCTION STANDARDS METAL AND FLEXIBLE' AND PER FLORIDA BUILDING CODE -- MECHANICAL.
- MAXIMUM ALLOWABLE FLEXIBLE DUCT LENGHT = 8 FEET.
- MAXIMUM ALLOWABLE SAG = 1/2" PER FOOT OF SPACING BETWEEN SUPPORTS.
- IN NO CASE WILL THE MATERIAL CONTACTING THE FLEXIBLE DUCT BE LESS THAN 1.50" WIDE.

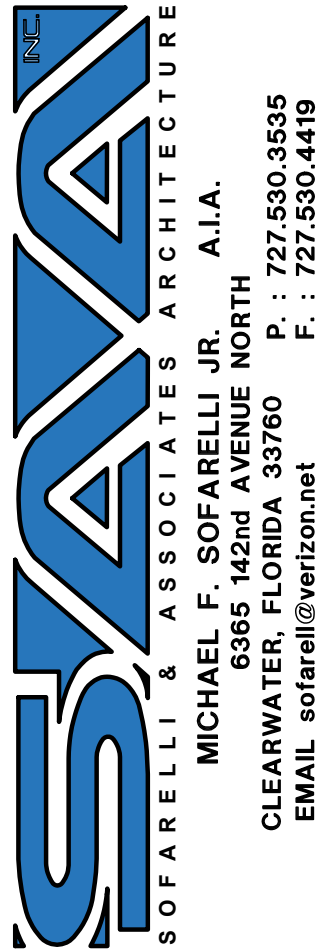
TYPICAL DIFFUSER CONNECTION

NO SCALE



FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST.PETE BEACH, FL 33706

PROJECT: 20062

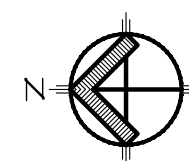


Revisions:

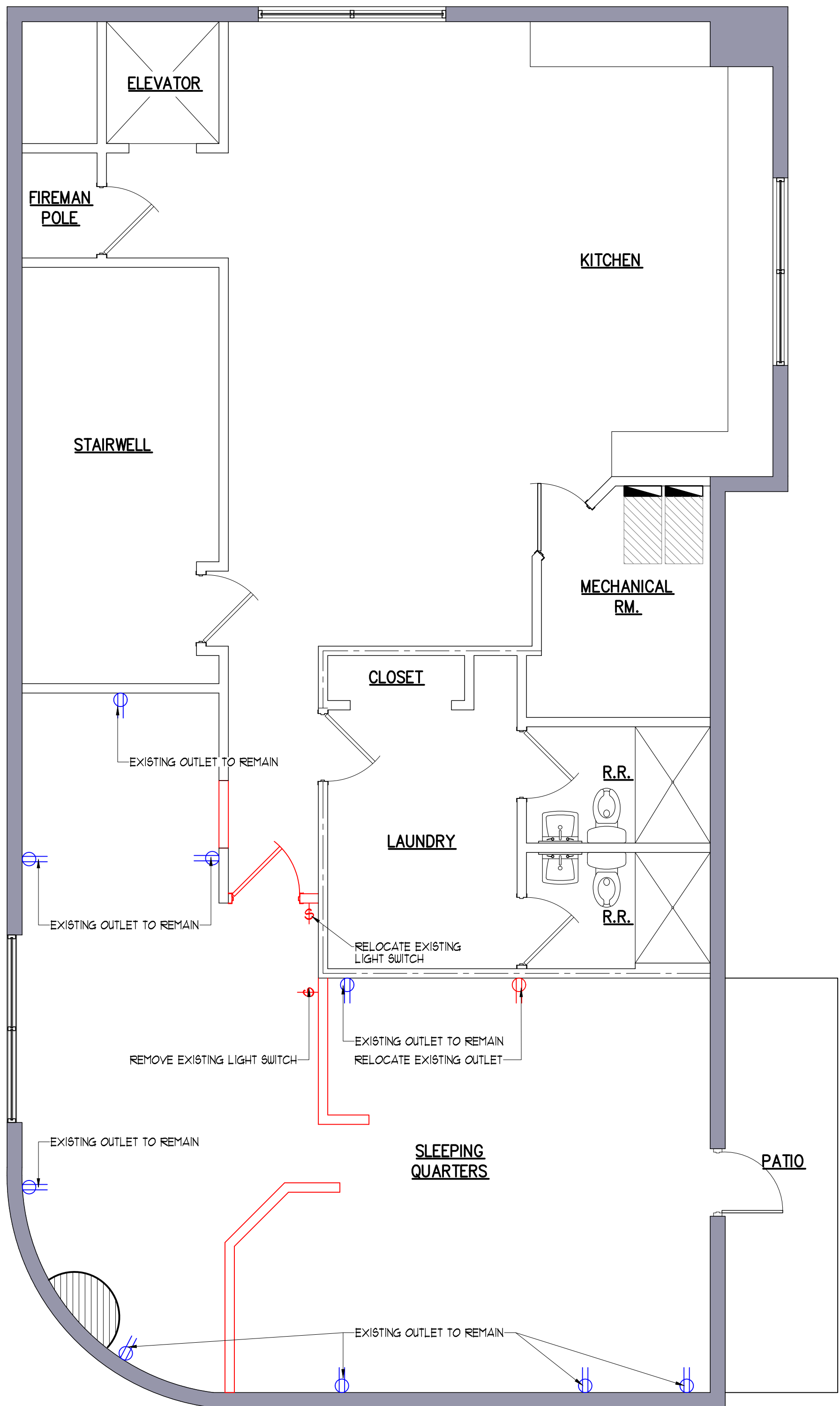
Content:

EXISTING/DEMO
MECHANICAL
PLAN

Filename: ST.PETE
FIRESTATION
Date: 06-17-2020
Proj. no. 20062
Sheet:
M-2



EXISTING / DEMO. POWER PLAN



1300 S.F.
SCALE: 1/4" = 1'-0"

POWER LEGEND

	TYP. DUPLEX RECEPTACLE - 120V. - 20 AMP. @ 18" AFF. (UNO.) UNLESS NOTED OTHERWISE.
	TYP. DBL. DUPLEX (QUADRAPLEX) RECEPTACLE - 120V. - 20 AMP.
	DATA / TELEPHONE RECEPTACLES
	PROGRAMMABLE DIGITAL THERMOSTAT
	ELECTRICAL PANEL - V.I.F. AND REFER TO CONSTRUCTION DOCS. FROM ORIGINAL PERMITTED C.D.'S.
	TYP. CEILING MOUNTED DBL. DUPLEX (QUADRAPLEX) RECEPTACLE - 120V. - 20 AMP.
	TYP. CEILING MOUNTED POWER FOR EXHAUST FAN - 120V. - 20 AMP.
	TYP. POWER POLE WITH OUTLET ON FACE - 120V. - 20 AMP.
	SINGLE POLE SWITCH - 20 AMP. - 120 VOLT.
	SINGLE POLE DIMMER SWITCH - 20 AMP. - 120 VOLT.
	FUSED DISCONNECT SWITCH, HEAVY DUTY "HP" RATED, PROVIDE WEATHERPROOF COVER OUTDOORS.

- NOTES:
- ROUTE NEW POWER OUTLETS THROUGH EXISTING CIRCUITS IN EXISTING ELEC. PANELS.
 - G.C. & ELEC. CONTRACTOR TO INSPECT & VERIFY IN FIELD THAT EXISTING OUTLETS ARE LIVE & TO REPORT FINDINGS TO TENANT REP.
 - G.C. & ELEC. CONTRACTOR TO INSPECT & VERIFY IN FIELD THAT EXISTING DATA PORTS THAT ARE TO BE UTILIZED ARE CONNECTED & CABLE IS OF THE CATEGORY DESIRED BY TENANT (COORD. W/ TENANT REP.).
 - ALL EXISTING & NEW RECEPTACLES, SWITCHES, AS WELL AS FACEPLATES IN SHOWERROOM TO BE WHITE.
 - NO FIRE ALARM SYSTEM IN EXISTING BUILDING.
 - SYMBOLS INDICATING NEW SWITCHES, POWER THERMOSTAT & DATA RECEPTACLES ARE SHOWN IN GREEN.
 - SYMBOLS INDICATING SWITCHES, POWER THERMOSTAT & DATA RECEPTACLES BEING EXISTING TO REMAIN ARE DASHED-IN & SHOWN IN BLUE.
 - SYMBOLS INDICATING SWITCHES, POWER THERMOSTAT & DATA RECEPTACLES ARE TO BE REMOVED OR RELOCATED ARE DASHED-IN & SHOWN IN RED.

GENERAL NOTES

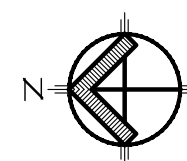
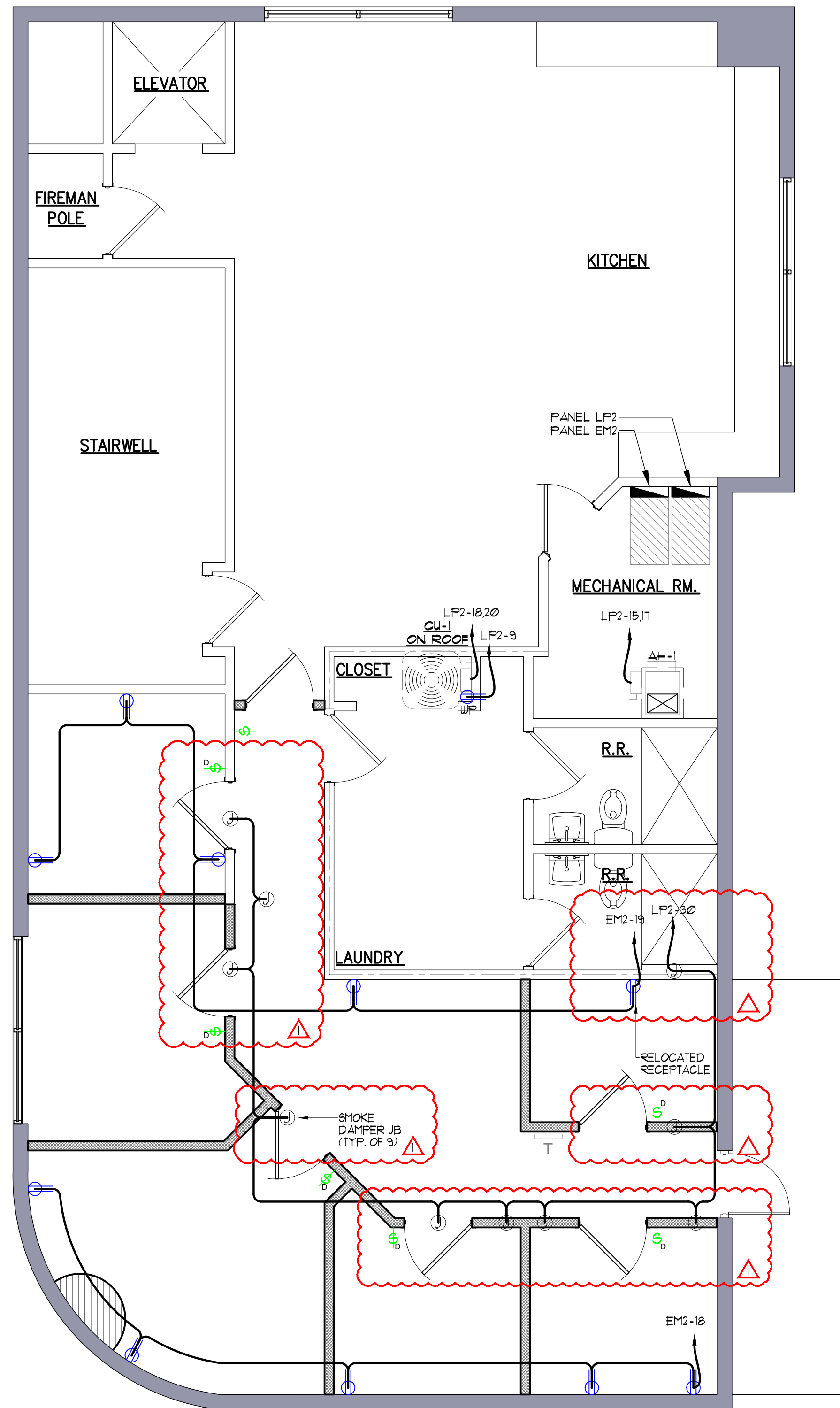
- CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS PRIOR TO SUBMITTING A PROPOSAL.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE 2014 EDITION OF THE NATIONAL ELECTRICAL CODE.
- ALL CONDUCTORS SHALL BE COPPER, #12 MINIMUM.
- ALL CONDUITS SHALL HAVE A PROPERLY SIZED EQUIPMENT GROUNDING CONDUCTOR.
- PROVIDE ALL NECESSARY FULL JUNCTION BOXES, SUPPORTS AND MISC. ITEMS FOR A COMPLETE INSTALLATION.
- THE USE OF TYPE "MC" CABLE MAY BE USED, IF IT MEETS THE REQUIREMENTS OF THE N.E.C.
- PROVIDE TYPE WRITTEN PANEL DIRECTORIES.
- ALL WIRING SHALL BE IN A CONTINUOUS CONDUIT SYSTEM.
- ALL LIGHT FIXTURES SHALL BE SUPPORTED INDEPENDENTLY OF SUSPENDED CEILINGS.
- ELECTRICAL WORK SHALL BE COORDINATED WITH ALL OTHER TRADES.
- SWITCHES AND RECEPTACLES SHALL BE 20 AMP. COMMERCIAL GRADE AND IVORY IN COLOR. PROVIDE MATCHING COVER PLATES.
- CONCEAL ALL CONDUITS AND BOXES UNLESS OTHERWISE NOTED.
- COORDINATE ALL POWER REQUIREMENTS WITH LOCAL POWER COMPANY ENGINEER.
- PROVIDE AND MAINTAIN TEMPORARY POWER AND LIGHTING SYSTEM FOR DURATION OF THE PROJECT WHERE NECESSARY.
- EMT FITTINGS SHALL BE DIE CAST SET SCREW.
- MAKE FINAL CONNECTIONS TO EQUIPMENT WITH FLEXIBLE METAL CONDUIT, LIQUID TIGHT WHERE EXPOSED TO WEATHER.
- ALL EQUIPMENT TO BE REMOVED AND ALL CONDUIT AND WIRING SHALL BE DEMOLISHED/REMOVED BACK TO NEAREST JUNCTION BOX OR PANEL.
- CONTRACTOR TO PATCH AND REPAIR ALL SURFACES AND OBJECTS AFFECTED BY THE DEMOLITION AND ADDITION OF EQUIPMENT WITH MATERIALS AND METHODS TO MATCH EXISTING CONDITIONS AND TO PROVIDE A UNIFORM NEW CONDITION.
- UPON COMPLETION, CIRCUIT LABELING WITHIN PANELS TO BE UPDATED.
- COORDINATE DAMPER LOCATIONS AND REQUIREMENTS WITH MECHANICAL CONTRACTOR.

ARC FLASH NOTE

THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL SIGNAGE LABELS FOR ARC FLASH/SHOCK HAZARD FOR ALL SERVICE EQUIPMENT AS PER N.E.C. ART. 110.24 AND NFPA 70E. SIGNAGE LABELS MUST BE SUITABLE TO WITHSTAND THE ENVIRONMENT AND SHALL INCLUDE THE MAXIMUM AVAILABLE FAULT CURRENT, LEVEL OF PPE REQUIRED, APPROACH BOUNDARIES AND DATE OF CALCULATION.

ELECTRICAL INSTALLATION

- THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, TOOLS, EQUIPMENT AND WORK REQUIRED FOR INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM.
- ALL WORK MUST MEET THE APPROVAL OF THE N.E.C. AND ALL OTHER APPLICABLE CODES AND INSPECTING AUTHORITIES.
- WORK SHALL BE DONE IN A NEAT WORKMANLIKE MANNER BY EXPERIENCED JOURNEMEN.



PROPOSED POWER PLAN

SCALE: 1/4" = 1'-0"

ISSUED FOR:
PERMIT



FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST. PETE BEACH, FL 33706

PROJECT: 20062

SOFARELLI & ASSOCIATES ARCHITECTURE
MICHAEL F. SOFARELLI, JR., A.I.A.
6365 142nd AVENUE NORTH
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EMAIL: sofarell@mvetizon.net

Revisions:
REV. - CITY REV.
06-11-2020

Content:
EXISTING /
PROPOSED
POWER PLAN

Filename:
ST.PETE
FIRESTATION
Date:
06-17-2020

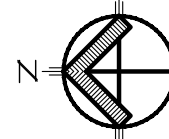
Proj. no.
20062

Sheet:
E - 1

LIGHTING FIXTURE SCHEDULE					
FIXTURE MARK	FIXTURE DESCRIPTION	LAMP No. TYPE AND WATTAGE	VOLTAGE	FIXTURE WATTS	MOUNTING METHOD AND HEIGHT
L1	2X2 LED 4 RECESSED LAMP TROFFER	LEDPNL22CCT21-65K-DIM-50K-K OR SIMILAR	120	11	CEILING
EM	EMERGENCY LIGHT UNIT, WHITE PLASTIC HOUSING, TWO LED HEADS, 90 MINUTE BATTERY BACK-UP.	LED WITH FIXTURE	120	2	SURFACE

SWITCH TYPE GUIDE	
SYMBOL	DESCRIPTION
	CEILING MOUNT INDICATOR (WHEN APPLICABLE)
	SWITCHING SCHEME OR ZONE
	OCCUPANCY SENSOR/DIMMING TYPE INDICATOR (WHEN APPLICABLE)

SYMBOL	DESCRIPTION
	— LIGHTING TYPE AND CIRCUIT DESIGNATION X: REFER TO PANEL SCHEDULE, PER DRAWING 1: CIRCUIT NUMBER B: LIGHT FIXTURE TYPE, REFER TO LIGHT FIXTURE SCHEDULE. — SWITCHING SCHEME OR ZONE.



1,900 S.F.±
SCALE: 1/4" = 1'-0"

LP2																									
STATION 23 - 120/208V 3PH 4W - 150A MLO NEMA 1 - SURFACE - 42K AIC																									
CK#	L	R	G	P	H	K	N	ITEM	BKR	DESCRIPTION	CK#	L	R	G	P	H	K	N	ITEM	BKR	DESCRIPTION	A	B	C	
1		1.2							20/1	ISLAND PL	2									-	SPACE	1.2			
3		1.2							20/1	ISLAND AND TV	4						1.2			20/1	MICRO OVEN		2.4		
5									25/2	DRYER	6					2.6			30/2	W/H			2.6		
7											8					2.6						2.6			
9		0.18							-	MAINT. RECEPT. GFI/WP-NEW	10								-	SPACE		0.18			
11									-	SPACE	12		0.6						20/1	WASH			0.6		
13		1.2							20/1	COUNTER PL	14								-	SPACE		1.2			
15					3.244				35/2	AHU-1-NEW	16	0.8							20/1	DIN LITES		4.044			
17					3.244						18					1.508			20/2	CU-1-NEW			4.752		
19									-	SPACE	20					1.508			-			1.508			
21									-	SPACE	22								-	SPACE			0		
23									-	SPACE	24								-	SPACE				0	
25									-	SPACE	26								-	SPACE		0			
27									-	SPACE	28								-	SPACE			0		
29									-	SPACE	30							0.252	20/1	SMOKE DAMPERS				0.252	
=G - Isolated Grd, =GFI - Grd Fault, =TC - Time Clock																					Total Connected KVA		6.5	6.6	8.2
											Count	Dem									Count	Dem			
											0.8	1.0	125%									14.7	14.7	100%	
(2)											4.4	4.4	50%	> 10									1.2	0.8	65%
(3)											0.0	0.0	0%									0.3	0.3	100%	
Pnac's											0.0	0.0	100%									21.3	21.1		
NOTES: VERIFY EXISTING FIELD CONDITIONS																									

STATION 23- 120/208V 3PH 4W - 60A MLO NEMA 1 - SURFACE - 42K AIC																													
CK#	L	R	G	P	H	K	N	ITEM	BKR	DESCRIPTION	CK#	L	R	G	P	H	K	N	ITEM	BKR	DESCRIPTION	A	B	C					
1	0.12								201	NITE LTG.	2		0.8							201	REFRIGERATOR 3	0.92							
3	0.24								201	BATH LTG.	4		0.8							201	REFRIGERATOR 1		1.04						
5		0.18							201	BATH RECEPT.	6		0.8							201	REFRIGERATOR 2			0.98					
7									201	SPARE	8	0.78								201	KITCHEN LTG.	0.78							
9									201	SPARE	10		0.54							201	COUNTER PL		0.54						
11					4.2				502	AHU-3	12		0.54							201	COUNTER PL			4.74					
13					4.2				-		14					2.17				502	CU-3	6.37							
15						0.18			201	GARBAGE DISPOSAL	16					2.17				-			2.35						
17		0.5							201	COMPUTER	18		0.9							201	GEN. RECEPT.			1.4					
19		0.9							201	GEN. RECEPT.	20									-	SPACE	0.9							
21									-	SPACE	22									-	SPACE		0						
23									-	SPACE	24									-	SPACE			0					
=IG - Isolated Grd. -GFI - Grd Fault. -TC - Time Clock																					Total Connected KVA		9.0	3.9	7.1				
											<u>Conn</u>	<u>Dem</u>												<u>Conn</u>	<u>Dem</u>				
											1.1	1.4	125%												12.7	12.7	100%		
											(2)	6.0	6.0	50%	> 10												0.2	0.1	65%
											(3)	0.0	0.0	0%												0.0	0.0	100%	
											Guest Room 2VA / SF											Non Continuous		0.0	0.0	100%			
											Pnc's											Total KVA		20.0	20.2				
NOTES: VERIFY EXISTING FIELD CONDITIONS																						208	Total AMPS		56				



- NO CHANGES TO INCOMING SERVICE OR RISER BEFORE PANELS ANTICIPATED. PANELS EXISTING TO REMAIN.
- ONLY SCOPE OF WORK PANELS SHOWN.

SCALE: N.T.S.

PROJECT: 20062

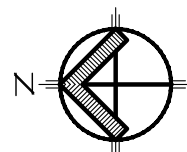
REV. - CITY REV.
08-11-2020

Name: ST.PETE
 FIRESTATION
 Date: 06-17-2020

Proj. no.
20062

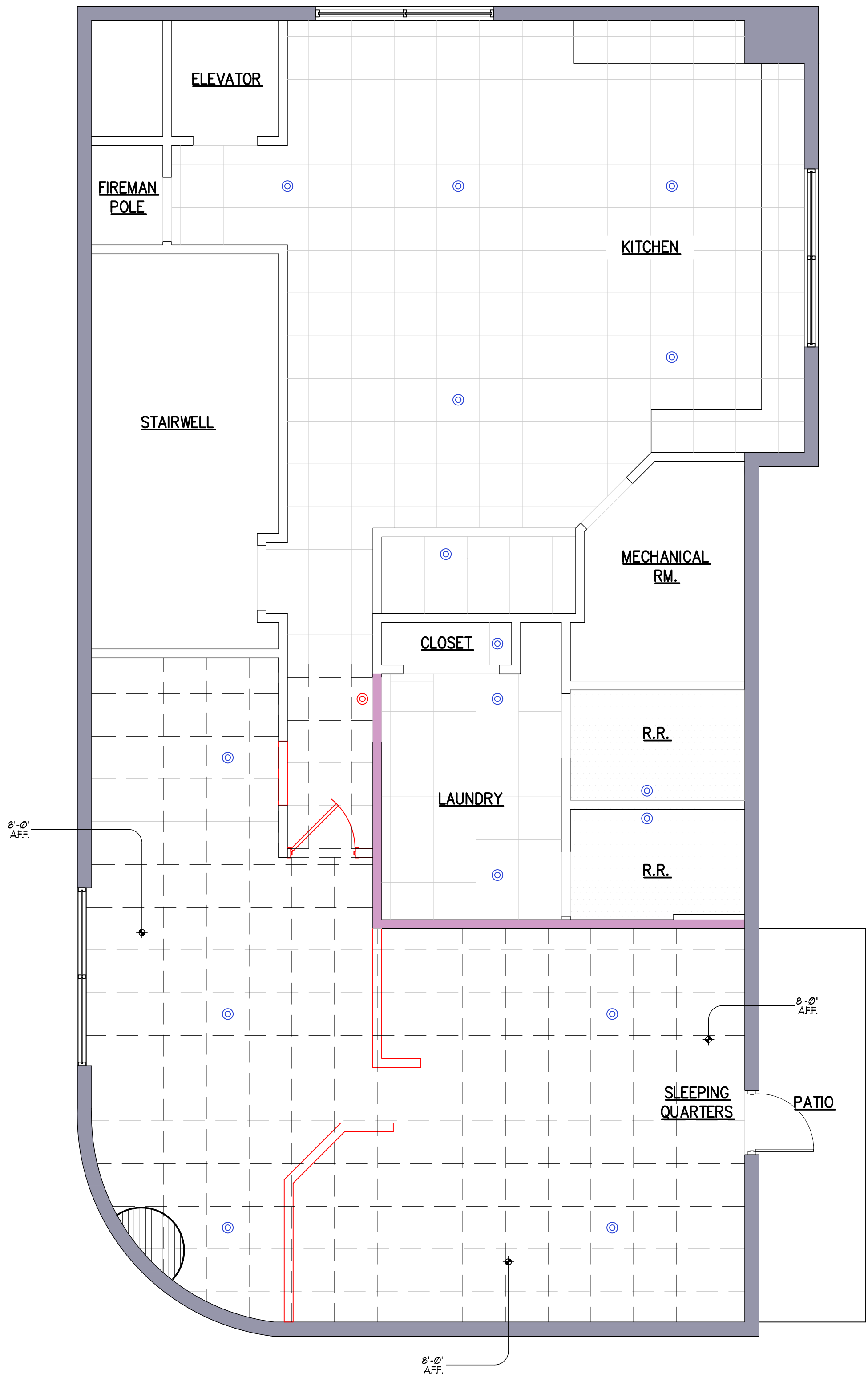
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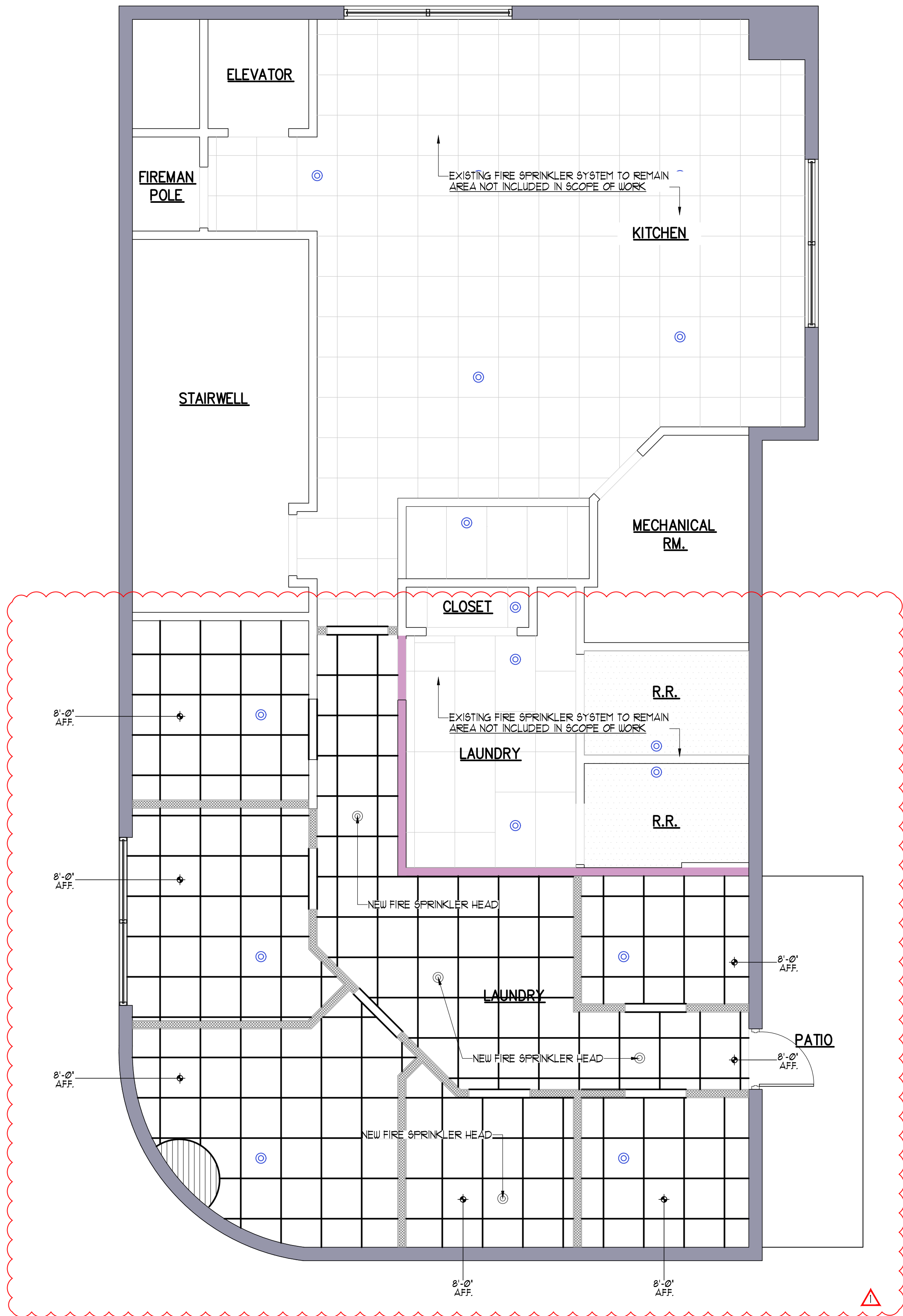
EXISTING / DEMO. FIRE SPRINKLER PLAN

SCALE: 1/4" = 1'-0"



PROPOSED FIRE SPRINKLER PLAN

SCALE: 1/4" = 1'-0"

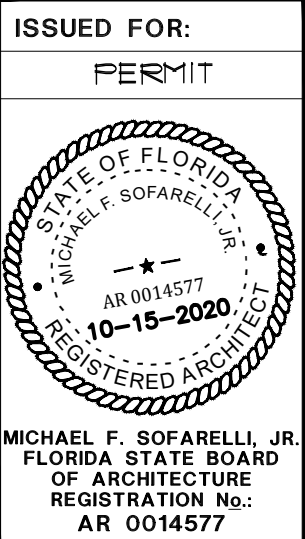


CEILING LEGEND

	EXIST. 2'x2' SUSPENDED CEILING GRID. INSPECT METAL GRID, ACOUSTIC CLG. TILES & DIFFUSERS. CLEAN, REPLACE OR REFINISH AS NECESSARY. COORD. W/ TENANT REF. & LANDLORD		EXIST. 2'x4' SUSPENDED CEILING GRID. INSPECT METAL GRID, ACOUSTIC CLG. TILES & DIFFUSERS. CLEAN, REPLACE OR REFINISH AS NECESSARY. COORD. W/ TENANT REF. & LANDLORD
	EXIST. 2'x2' CEILING TO BE REMOVED		NEW 2'x2' SUSPENDED CEILING GRID. WITH ACOUSTIC CLG. TILES, MATCH EXIST. GRID
	EXIST. M.R. CEILING CLEAN, REPLACE OR REFINISH AS NECESSARY. COORD. W/ TENANT REF. & LANDLORD		EXIST. M.R. CEILING TO BE REMOVED

SPRINKLER LEGEND

	EXISTING SPRINKLER HEAD
	EXISTING SPRINKLER HEAD TO BE REMOVED
	NEW OR RELOCATED SPRINKLER HEAD



FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST. PETE BEACH, FL 33706

PROJECT: 20062



Revisions:
REV. CITY REV.
06-11-2020

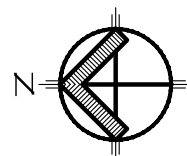
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EXISTING/DEMO
FIRE
SPRINKLER
PLAN

Filename:
ST.PETE
FIRESTATION
Date:
06-17-2020

Proj. no.
20062

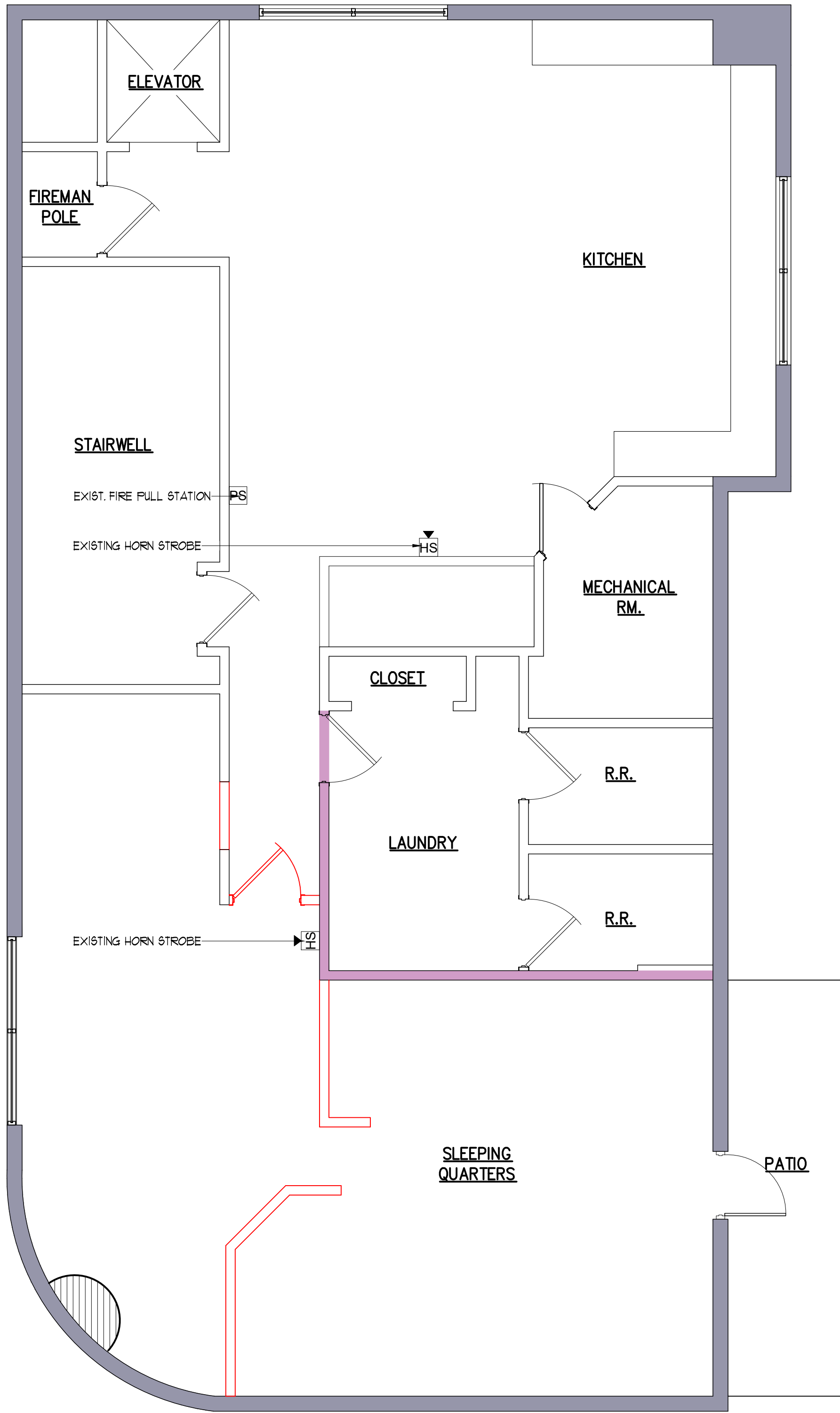
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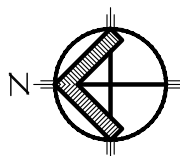
EXISTING / DEMO FIRE SPRINKLER PLAN

SCALE: 1/4" = 1'-0"



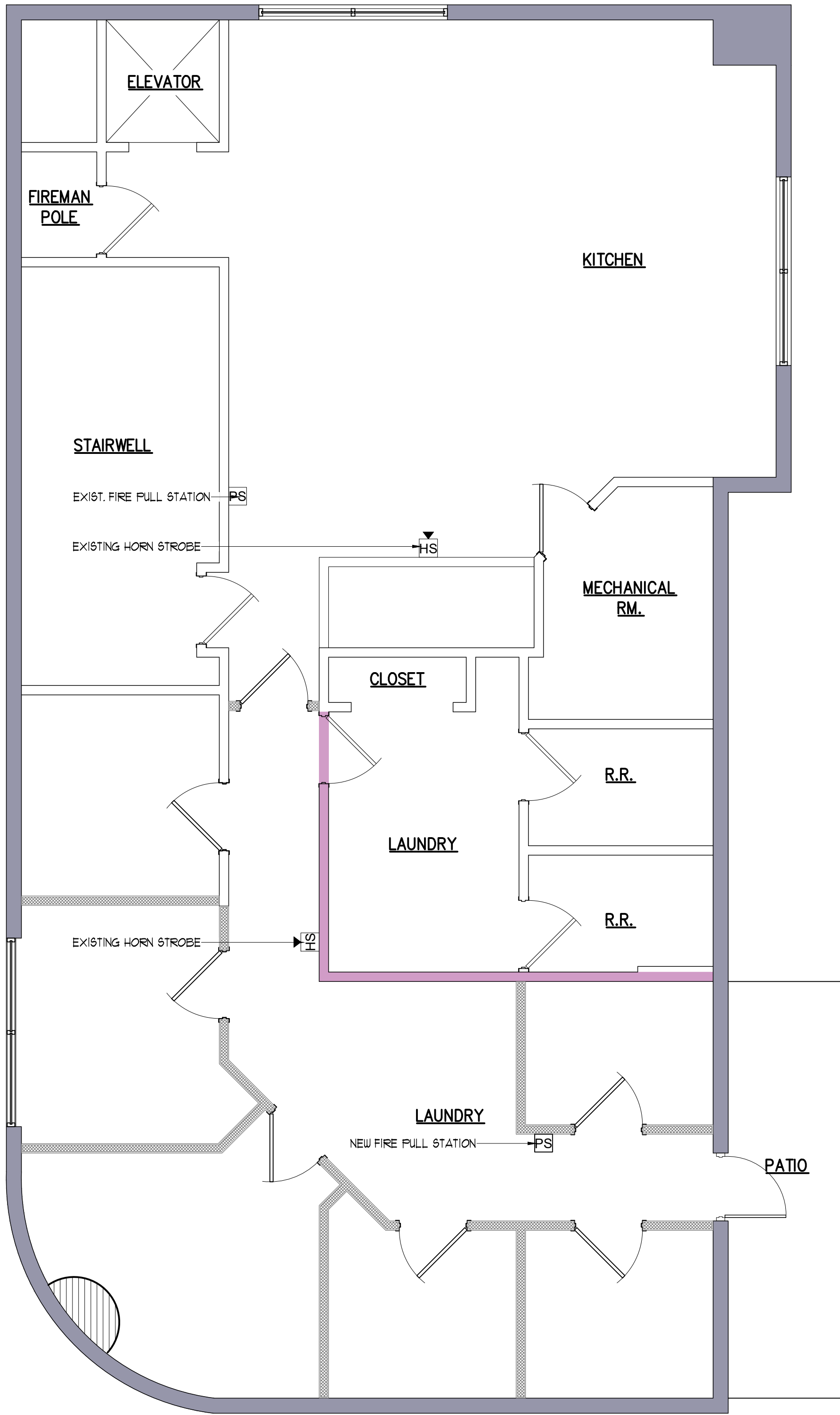
ALARM LEGEND

 HS	EXIST. FIRE ALARM HORN/STROBE	 HS	NEW/RELOCATED FIRE ALARM HORN/STROBE
 PS	EXIST. FIRE ALARM PULL STATION	 PS	NEW/RELOCATED FIRE ALARM PULL STATION



PROPOSED FIRE SPRINKLER PLAN

SCALE: 1/4" = 1'-0"



ISSUED FOR:
PERMIT



FIRE STATION 23
INTERIOR RENOVATION
7301 GULF BLVD. - ST. PETE BEACH, FL 33706

PROJECT: 20062



Revisions:
REV: 2 CITY REV.
03-01-2020

Content:
EXISTING/DEMO
FIRE ALARM
PLAN

Filename:
ST.PETE
FIRESTATION
Date:
06-17-2020

Proj. no.
20062

Sheet:
FA-1

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

Issue Considered: Rowland Emergency Sewer Repairs Authorization

Date: April 27, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City is currently under contract with Rowland, Inc. for Wastewater System Point Repairs until September 30th, 2021. This contract has primarily been utilized for specific projects, such as Inflow & Infiltration repairs, but not for ongoing/miscellaneous repairs. This motion will authorize the utilization of this Agreement for current and future expenditures on an as needed basis for emergency repairs on the City's Sanitary Sewer system in an amount not to exceed budgeted funds. Emergency backups and system failures require quick response and mobilization in order to prevent a hazard to public health and safety. Having a pre-authorized contractor mobilize to make the repair increases the City's responsiveness to address these issues as soon as possible.

Funding: Wastewater - Professional & Contractual (101-6107-535-5310)

Requested Motion: I move to approve the utilization of the existing Wastewater System Point Repairs Services Agreement for emergency sanitary sewer repairs in an amount not to exceed the annual Wastewater - Professional & Contractual budget availability until September 30, 2021.

Attachments:

1. ROWLAND WASTEWATER POINT REPAIRS SERVICES AGREEMENT

FIRST ADDENDUM TO WASTEWATER SYSTEM POINT REPAIRS AGREEMENT

THIS ADDENDUM ("Addendum") is made to that certain Agreement for Wastewater System Point Repairs ("Agreement") executed as of the 20th day of January 2017 ("Effective Date") by and between CITY OF ST. PETE BEACH ("Owner") and ROWLAND, INC. ("Vendor") (collectively the "Parties") in connection with providing Wastewater System Point Repairs.

The purpose of this addendum is to:

1. Add a renewal clause to the Agreement. The Parties agree to add Paragraph 21 to the Agreement which shall read: This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

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

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

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

ROWLAND, INC.:

Signature: _____

By: _____

**Rick Mansfield
VP & CFO
Rowland Inc.**

Its: _____

Date: _____

8/23/18

CITY OF ST. PETE BEACH:

Signature: _____

By: Wayne Saunders

Its: City Manager

Date: _____

8-14-2018

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Point Repairs

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Rowland, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. 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 subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

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

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

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

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

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

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorney's 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.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

13. 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 Agreement 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.

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

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

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

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

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

As to Vendor:

Rowland, Inc.
Attn.: Bill Rowland
6855 102nd Ave N
Pinellas Park, FL 33782

As to CITY:

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

18. 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.

19. 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.

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

[signature page to follow]

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

Rowland, Inc.:

Signature: K. D. Rowland

By: KEVIN D. ROWLAND

Its: PRESIDENT

Date: 1/20/17

APPROVED AS TO FORM:

Andrew Dickman
Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: Wayne Saunders

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:

Rebecca C. Haynes
Rebecca C. Haynes
City Clerk

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Point Repairs

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Rowland, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. 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 subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
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absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

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11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorney's 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.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

13. 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 Agreement 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.

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[signature page to follow]

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

Rowland, Inc.:

Signature: K. D. Rowland

By: KEVIN D. ROWLAND

Its: PRESIDENT

Date: 1/20/17

APPROVED AS TO FORM:

Andrew Dickman
Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: Wayne Saunders

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:

Rebecca C. Haynes
Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

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

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

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

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

I. **CONTRACTOR'S BID SUBMITTAL**

The company that is submitting a bid declares that he/she has extensive experience in underground utility construction and is also licensed to do so.

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

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

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: **"WASTEWATER SYSTEM POINT REPAIRS"**

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFP, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: **"WASTEWATER SYSTEM POINT REPAIRS"**.

COMPANY: Rowland Inc. DATE: November 3, 2016
ADDRESS: 6855 102nd. Ave. N., Pinellas Park, FL 33782 PHONE: (727) 545-3815
BY: K. D. Rowland
(SIGNATURE)
NAME: Kevin D. Rowland, President
(PRINT NAME & TITLE)

Sworn to and subscribed before me on this 3rd day
of November, 2016 [Signature]
(Notary Public)
February 24, 2018
(My Commission Expires)

SUBMIT BID ITEMIZATION WITH BID TO:
CITY OF ST. PETE BEACH



St. Pete Beach City Commission Agenda Report

Issue Considered: St. Pete Beach Water Threats Analysis

Date: April 27, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The 2020 Storm Water Master Plan Update Phase I was presented to the Commission in September 2020. Rather than continue with the historical Stormwater Master Planning effort as Phase II, a decision was approved to shift the focus of the planning effort to a comprehensive water threats protection strategy. This analysis will study the comprehensive water threat of Sea Level Rise (SLR), King Tides and storm activity as they impact transportation mobility, critical infrastructure operations and private property. Using 3 feet of SLR as shown on the National Oceanic and Atmospheric Administration (NOAA) SLR Tracker website, flood impacts to the island are geographically grouped into five distinct proximities. Excluding the Gulf sand beach which will be addressed separately, this action approves four Continuing Engineering Services firms to study one geographical area each. The final reports will outline engineering recommendations to protect the island from water threats and provide general order of magnitude costs. The previous Stormwater Master Plan Phase II Scope of Work with Madrid-CPWG is revised to align with this updated programmatic approach, focusing on one of the geographical areas of the City.

Cardno, Inc., Kimley-Horn and Associates, Inc., and Halff Associates, Inc., will be issued new task orders utilizing our continuing engineering services contracts and Madrid-CPWG will continue to work under the existing task order used for Phase I with a revised scope of work.

Funding: Stormwater - Capital Improvements (103-6108-537-5655)

Requested Motion: I move to approve the Water Threats Analysis Task Orders from Cardno, Inc. in the amount of \$49,989,00., Kimley-Horn and Associates, Inc., in the amount of 49,550.00., Madrid-CPWG Inc., in the amount of \$49,998.00., and Halff Associates, Inc., in the amount of \$50,000.00.

Attachments:

1. WATER THREATS ANALYSIS ZONE MAP
2. HALFF ASSOCIATES, INC. TASK ORDER
3. KIMLEY-HORN TASK ORDER
4. CARDNO INC. TASK ORDER
5. MADRID-CPWG TASK ORDER MODIFICATION

St. Pete Beach Water Threats Analysis Study Zones



**North
Zone**

**Northeast
Zone**

**Gulf Coast
Zone**

**Don CeSar
and Boca
Ciega Zone**

**Pass-a-Grille
Zone**

0 0.25 0.5 0.75 1
Miles

Maxar



April 13, 2021

Mr. Brett E. Warner, PE
Assistant Public Works Director
City of St. Pete Beach
Public Works Department
155 Corey Avenue
St. Pete Beach, FL 33706

**RE: Water Threats Analysis and Recommended Mitigation Project
Don Cesar/Boca Ciega Area Neighborhood
TO #2021-07
St. Pete Beach, Florida**

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order 2021-07 to provide the City of St. Pete Beach (CLIENT) with the professional engineering services to assist the City toward achieving the following goals that the City has established:

Goal 1: Adapt to King Tide and Sea Level rise
Goal 2: Reduce Inland Stormwater Flooding.

These services and scope will be in compliance with our January 2021 Continuing Services Contract.

Please review, sign and return the attached Task Order Form.

Sincerely,

Halff Associates, Inc.

A handwritten signature in blue ink that reads "H. Phillip Keyes".

H. Phillip Keyes, PE
Vice President, Public Infrastructure

Attachments

Cc: 42109.007



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	April 5, 2021
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<i>Firm Selected for Task</i>	Halff Associates, Inc.
-------------------------------	------------------------

<i>Task (Project) Name</i>	Water Threats Analysis and Recommended Mitigation Project
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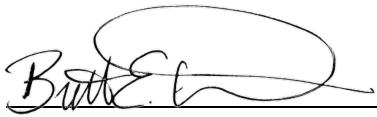
<i>Task Description (and other relevant details)</i>	The tasks included in the scope of work include: 1. Goal 1- Adapt to King Tide and Sea Level Rise a. Tasks 1-5 2. Goal 2- Reduce Inland Stormwater Flooding a. Tasks 1-3
--	--

<i>Task Budget</i>	\$50,000.00
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<i>Task Proposal Due Date</i>	April 13, 2021
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Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order: 2021-07

_____	_____
Alex Rey	Date
City Manager	
City of St. Pete Beach	
	4/15/2021
Brett Warner	Date
Assistant Public Works Director	
City of St. Pete Beach	

	4/13/21
Signature	Date

H. Phillip Keyes, PE	

Vice President – Public Infrastructure	

Halff Associates, Inc.	



Halff Associates, Inc.
Agreement for Continuing Contract for Professional Engineering Services
Task Order 2021-07

Mr. Brett Warner
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
bwarner@stpetebeach.org

RE: Water Threats Analysis and Recommended Mitigation Project
Don Cesar/Boca Ciega Area Neighborhood

Site Location

County: Pinellas County State: Florida
Latitude: 27.7123 Longitude: -82.7368

Dear Mr. Warner:

BACKGROUND AND SCOPE OF SERVICES

Absent a fully executed form of contract, once signed by you or your authorized representative, this Task Order ("the Agreement") shall, for all purposes, constitute a binding contract upon City of St. Pete Beach (CLIENT) and Halff Associates, Inc. (CONSULTANT). This agreement will comply with terms and conditions of the general services agreement executed between CLIENT and CONSULTANT dated January 12, 2021. In addition, once signed by you or your authorized representative, this Agreement shall serve as the Notice to Proceed with the work identified herein.

In order to address increased flooding risks projected as a result of sea level rise, the CLIENT will focus on five (5) geographic areas to be studied as part of the Water Threats Analysis and Recommended Mitigation Project implementation. This strategy includes water threats to the Island and considers transportation mobility, critical infrastructure protection, private property preservation and economic stability. The five (5) geographic areas are:

- North
- Northeast
- Don Cesar and Boca Ciega
- Pass-A-Grille
- Gulf Coast

Attachment A presents a graphic of the proximities/areas.

The baseline parameters established in the CLIENT's Stormwater Master Plan Update include:

- Year 2050 planning period
- Seawall crest elevations – 5' (NAVD 88)
- Base rain event – (25 - year, 24 - hour).
- Level of service – Maximum 3"-Inches above street crown or 9" at street intersections.
- Backflow devices close during high tide
- Follow the Tampa Bay Climate Science Advisory Panel sea level rise projections
- Excess precipitation (volume) flooding analysis
- SWFWMD ERP Applicant's Handbook rainfall
- SCS Curve Number method
- Apply stage-storage relationships
- Estimate pumping needs

It is our understanding that the CLIENT will be retaining a consultant for each of the five (5) different geographic areas. The CLIENT has selected CONSULTANT to address the Don Cesar and Boca Ciega area as shown on Attachments A and B. CONSULTANT will coordinate with the other four (4) consultants assigned to their proximities/areas to provide consistency throughout the development of the Water Threats Analysis and Recommended Mitigation Project. The following scope of services is to assist in achieving includes the two (2) following goals:

- 1. Adapt to King Tide and Sea Level Rise**
- 2. Reduce Inland Stormwater Flooding.**

SCOPE/INTENT AND EXTENT OF SERVICES

Goal 1 – Adapt to King Tide and Sea Level Rise

Task 1

Using Google Earth or other readily available base data, available stormwater conveyance maps and stormwater basin boundaries develop a specific geographical boundary map. Coordinate the boundaries with adjacent engineering firms.

Task 2

Develop up to three (3) alternative conceptual solutions (one adaptation plan) for level of protection of 5' NAVD 88. These alternatives may include one or a combination of options such as raising sea walls, constructing living shorelines, abandonment, raised berm, adding tide gates, raising street elevations. Halfff will review the alternatives with the CLIENT with the goal of identifying a preferred solution.

Task 3

Develop opinion of probable construction cost (OPCC) of the concept selected in Task 2.

Task 4

Identify the stormwater outfall structures for recommended tidal check valve installations.

Task 5

Develop OPCC for the purchase and installation of tidal check valves.

Deliverables:

Task 1

A boundary map of the study area.

Task 2

A map identifying the selected recommended improvements for the 5' NAVD 88 level of protection for the study area.

Task 3

Probable costs of protection of the selected option of the study area.

Task 4

A map of all stormwater outfall locations and locations of tidal check valve installations.

Task 5

OPCC for each tidal check valve location.

Goal 2 – Reduce Inland Stormwater Flooding

Task 1

Identify all street locations where stormwater flooding exceeds 3" on the crown of the road between intersections or 9" at the intersection.

Task 2

Develop a pump station stormwater mitigation plan for identified flooded locations, which may include individual streets, a group of interconnected streets, a portion of a drainage basin or any combination of those. These locations will be reviewed with the CLIENT.

Task 3

Develop an opinion of probable cost of construction (OPCC) for each established pump station location recommendation.

Deliverables:

Task 1

A map and listing of each stormwater flooding location in the study area exceeding level of service.

Task 2

A stormwater pump station plan for each flooded location or locations as developed.

Task 3

OPCC for each pump station.

Overall Project Notes:

1. Storm surges as a result from the effects of tropical storms or hurricanes are not included in this scope of work.
2. Any seawall construction identified in an OPCC will be based on vinyl corrugated sheet pile with a concrete cap type of construction.

SCHEDULE

Upon receipt of a fully executed copy of this Task Order, CONSULTANT shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

Goal	Task	Weeks After NTP
Meetings	N/A	TBD
Goal1	Task 1 through 5	4 months
Goal 2	Task 1 through 3	4 months

FEE

The fee breakdown for developing the project is as follows:

		Project Manager	Sr. Project Engineer	Coastal Engineer	Sr. Planner	Engineering Intern	GIS Specialist	Administrative Assistant	Lump Sum Fee
Goal	Task	\$225.00	\$220.00	\$250.00	\$175.00	\$105.00	\$95.00	\$75.00	
1	1	1	8				8	2	\$2,895.00
1	2	8	24	8	24	24	8	2	\$16,710.00
1	3	4	8			4		2	\$3,230.00
1	4	2	2			4	4	2	\$1,840.00
1	5	2	8			24		2	\$4,880.00
2	1	2		8			8		\$3,210.00
2	2	2	8			24			\$4,730.00
2	3	2	8			24			\$4,730.00
	4 Team Meetings and 1 Council Meeting (Virtual)	10		10	10		8	8	\$7,860.00
	Reimbursable								Included
	Total	33	66	26	34	104	36	18	\$50,085.00

Notes:

The proposed fees are only valid if this Agreement is signed by both parties within 30 days from the date of transmittal and all work is authorized within 90 days.

SUPPLEMENTAL SERVICES

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of Services and which are agreed to be performed by CONSULTANT by written addenda to this Agreement shall be considered Supplemental Services for which the CLIENT shall compensate CONSULTANT at an agreed upon lump sum fee or the CONSULTANT current hourly rates for the actual personnel involved in the tasks.

HALFF ASSOCIATES, INC.


H. Phillip Keyes, PE
Vice President, Public Infrastructure
Project Manager
Halff Associates, Inc.

4/13/21

Date


Bruce T. Kaschyk, AICP
Sr. Vice President
Tampa Operations Manager
Halff Associates, Inc.

4/13/21

Date

ACCEPTED BY:

CLIENT Signature

Date

Typed/Printed Name and Title



The information contained in this map is offered as is with no claim or warranty as to its accuracy or completeness. The maps are for reference only and should not be considered to be of survey precision.



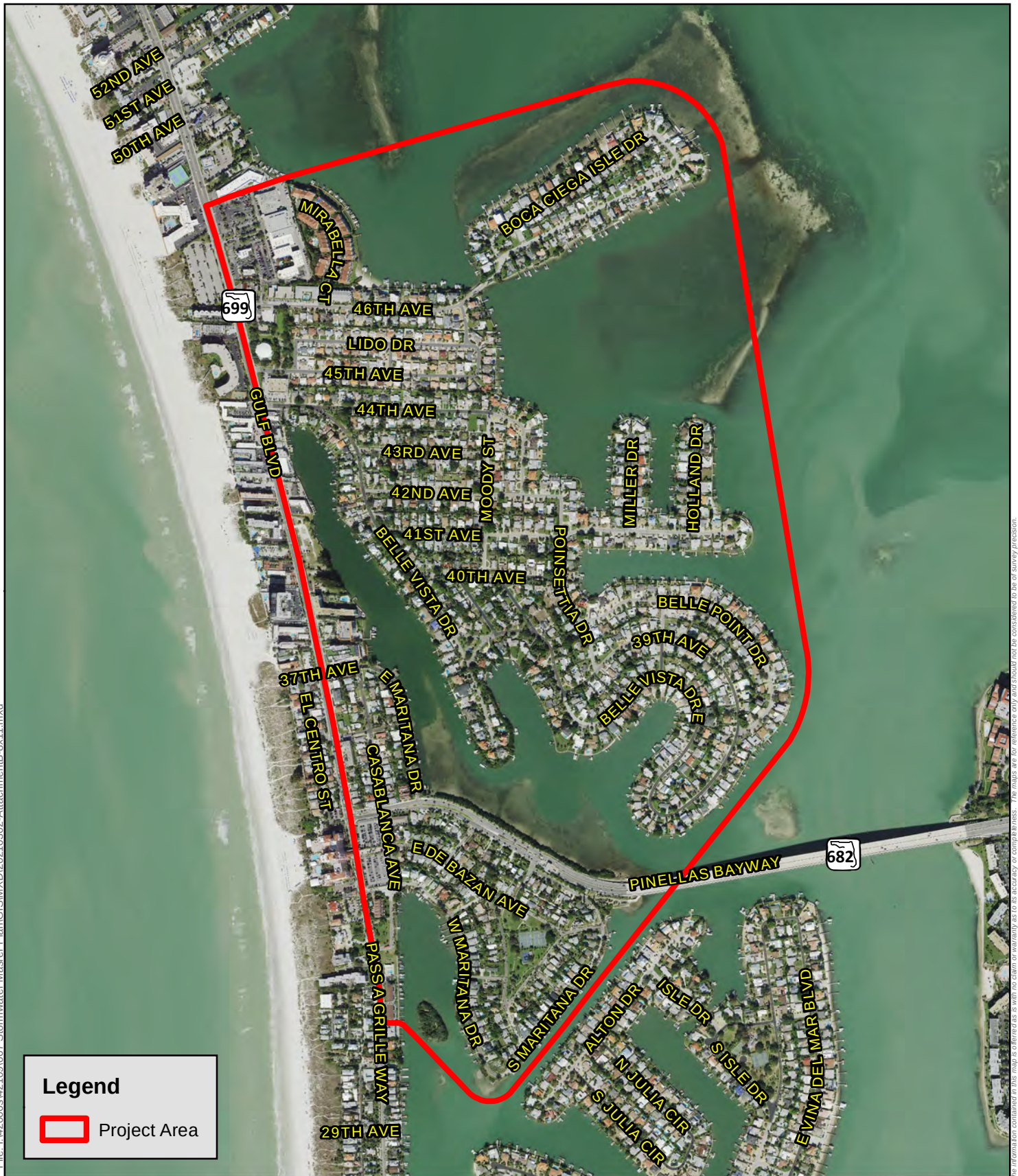
1000 N. Ashley Drive,
Suite 900
Tampa, FL 33602
813.620.4500



0 1,750 3,500 FEET
1 IN. = 3,500 FT.

Attachment A

Don Cesar/Boca Ciega
Area Neighborhood



The information contained in this map is believed to be accurate and should not be considered to be of survey precision.



1000 N. Ashley Drive,
 Suite 900
 Tampa, FL 33602
 813.620.4500



0 500 1,000 FEET
 1 IN. = 1,000 FT.

Attachment B

Don Cesar/Boca Ciega
 Area Neighborhood



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	04/08/2021
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<i>Firm Selected for Task</i>	Kimley-Horn and Associates, Inc.
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<i>Task (Project) Name</i>	Water Threats Analysis and Mitigation Project Recommendations
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<i>Task Description (and other relevant details)</i>	Engineer will provide general engineering services to provide the elected officials, citizens and businesses of St. Pete Beach with SLR flooding mitigation recommendations with reasonable opinion of probable cost estimates for planning purposes. This IPO will study one of the five geographical areas to determine all locations, public and private, where water will flow inland at or below the study level of 5 FT NAVD 88.
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<i>Task Budget</i>	\$49,550.00
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<i>Task Proposal Due Date</i>	04/13/2021
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Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order:

<u>Alex Rey</u> City Manager City of St. Pete Beach	<u> </u> Date
<u>Brett Warner</u> Assistant Public Works Director City of St. Pete Beach	<u>4/15/2021</u> Date

<u>Shelby N. Hughes, P.E.</u> Associate Kimley-Horn and Associates, Inc.	<u>04/09/2021</u> Date
<u> </u> Signature	<u> </u> Date
<u> </u> Name	
<u> </u> Title	
<u> </u> Firm	

INDIVIDUAL PROJECT ORDER (IPO)

April 9, 2021

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2021, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT

Water Threats Analysis and Mitigation Project Recommendations

PROJECT BACKGROUND

On June 17, 1991, the City of St. Pete Beach commissioned the services of Tampa Bay Engineering, Inc. to prepare a Master Drainage Plan and a 5-Year Capital Improvements Program report which was delivered in May 1993. The purpose of the report was to assist the City to meet its drainage goals and objectives contained in the Infrastructure Element of the City's Comprehensive Plan. The report identified deficiencies in the City's stormwater infrastructure and prioritized recommended improvements. There are 175 identified stormwater basins in the City of St. Pete Beach. For the purposes of the report, the City designated 25 of the basins as high-priority due to observed stormwater flooding during high water and storm events. All recommended projects are within the 25 designated basins. In 2010 the City created a Stormwater Utility within the Public Services Department and commissioned a Stormwater Rate Study. Woolpert, Inc. delivered the study in September 2011 and based on revenue forecasts, the City was able to begin planning drainage basin improvement recommendations identified in the 1993 report. In December 2012 the City retained Cribb, Philbeck, Weaver Group, Inc. (CPWG) to update the 1993 report. The report was updated as a Stormwater Master Plan (SMP) and included validation of the original recommendations and a current cost estimate for construction. Since the first SMP in 1993 it was the City's policy to utilize SMPs to prepare and prioritize stormwater management Capital Improvement Projects. In 2018 the City recognized that there were additional local flooding mitigation needs and developed a Local Flooding Mitigation Project Plan to identify and reduce local street flooding resulting from rainstorm events. These projects were developed by Genesis Group and are in addition to the Capital Improvement Projects outlined in the 2012 SMP.

Through the years 2018 to 2020 there was a growing observation by many residents and staff that the City is experiencing increased localized flooding caused by natural phenomena occurrences including abnormally high regular tides, King Tides and Sea Level Rise all of which is exacerbated by rain events. Due to these observations the City changed its policy in mid-2020 to prepare projects to mitigate flooding from bay tidal events instead of localized flooding from rain events.

In February 2020 the City retained CPWG to update the 2012 SMP in two phases. Phase I was received in July and presented to the City Commission in September 2020. In preparing to begin Phase II staff reviewed the results of the Phase I report and others including the Sea Level Rise Adaptation Plan for the Don Cesar Neighborhood dated September 16, 2020 and information presented in the St. Pete Beach Sustainability Action Plan 2020-2050. The data showed that the City has reached a pivotal point on determining how to proceed with the analysis of defending against tide/stormwater inundation and Sea Level Rise (SLR). Rather than continuing with the historical Stormwater Master Planning effort with parallel efforts on Local Flooding Mitigation Projects, Phase II could combine into one comprehensive water threats protection strategy. The analysis should center on threats to the island including transportation mobility and access/egress (street flooding), critical infrastructure protection (access and operations) and private property preservation (economic stability). From a high level view the water threats and their locations on the island can be geographically defined. Using three feet of SLR as shown on the National Oceanic Atmospheric Administration SLR Tracker website as the identifying parameter for threat analysis, we find distinction in geographical proximities. For the purposes of study, five geographical proximities were

identified by the City to align an engineering analysis to these geographic areas and identify the sources and arrival points to devise actionable strategies. Finally, actionable strategies in geographical proximities will be interconnected to provide a single comprehensive island strategy.

PROJECT OBJECTIVE & ASSUMPTIONS

The project objective is to provide the elected officials, citizens and businesses of St. Pete Beach with SLR flooding mitigation recommendations with reasonable opinion of probable cost estimates for planning purposes. This IPO will study one of the five geographical areas to determine all locations, public and private, where water will flow inland at or below the study level of 5 FT NAVD 88. The City's goal is to provide protection against SLR by the year 2050. For stormwater modeling, the 25 year/24-hour storm event will be utilized, assuming tidal check valves are closed.

SCOPE OF SERVICES

Task 1 – King Tide and SLR Evaluation

1. Using available stormwater conveyance maps, Pinellas County 2017 DEM and stormwater basin boundaries develop a specific geographical boundary map. Coordinate the boundary delineation with the adjacent engineering firms. Map shall include the location of known outfall structures. This will not evaluate new environmental resource permits since the 2017 DEM LiDAR data was captured.
2. Develop conceptual recommendations for protection against SLR and a king tide event in the year 2050, including, but not limited to tidal check valve installations, seawall height increase, living shorelines, stormwater improvements, raising roadways, etc. Document recommendations in a technical memorandum for review by the City. The Engineer will address up to one (1) round of comments from the City.
3. Based on the conceptual recommendations established in Task 1.2, develop opinion of probable design and construction costs.
 - a. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
 - b. The costs provided are not based on detailed engineering drawings and/or specifications.

Task 1 Deliverables:

1. Boundary Map, including stormwater outfall locations
2. Technical Memorandum with results from Task 1

Task 2 – Stormwater Flooding Evaluation

1. Identify all street locations where stormwater flooding exceeds the allowable level of service during a 25 year/24-hour storm event. Level of service parameters are as follows:
 - a. 3-inches of flooding at the crown of the roadway between intersections
 - b. 9-inches of flooding at an intersection

Geographically show flooding locations using the boundary map established in Task 1. Map shall include the location of known outfall structures.

2. Develop recommendations for protection against storm events in present day conditions, including stormwater infrastructure improvements – pump stations and conveyance systems. Document recommendations in a technical memorandum for review by the City. The Engineer will address up to one (1) round of comments from the City.
3. Based on the recommendations established in Task 2.2, develop opinion of probable design and construction costs.
 - a. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
 - b. The costs provided are not based on detailed engineering drawings and/or specifications.

Task 2 Deliverables:

1. Geographical Exhibit showing flooding locations
2. Technical Memorandum with results from Task 2

ADDITIONAL SERVICES (if required):

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

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1-2 for a Lump Sum fee as outlined below. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn), dated in 2021.

TOTAL LUMP SUM FEE

\$49,550.00

METHOD OF COMPENSATION:

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

OTHER SPECIAL TERMS OF IPO:

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

ACCEPTED:
THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: Dawn M. Dodge, P.E.

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 04/09/2021



PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: SMP
 Project Number:
 Date Prepared: 4/9/2021
 Estimated By: Shelby Hughes

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)								Misc. Direct Expense (\$)
		Senior Prof 2	Senior Prof 1	Prof	Senior Tech Support	Tech Support	Analyst	Support Staff	KHA Labor Total	
		273	251	183	158	96	118	98		
1	King Tide & SLR Evaluation									
1	Boundary Delineation and Map			40			12			
2 & 3	Conceptual Recommendations & OPC		16	40			40			
	Subtotal (Hours)	0	16	80	0	0	52	0		0
	Task Total (Dollars)	\$0	\$4,018	\$14,632	\$0	\$0	\$6,126	\$0	\$24,775	\$0
2	Stormwater Flooding Evaluation									
1	Flooding Maps			40			12			
2 & 3	Conceptual Recommendations & OPC		16	40			40			
	Subtotal (Hours)	0	16	80	0	0	52	0		\$0
	Task Total (Dollars)	\$0	\$4,018	\$14,632	\$0	\$0	\$6,126	\$0	\$24,775	\$0
Total Project Task									\$49,550	

Attachment A
WORK ASSIGNMENT No. XX
SCOPE OF SERVICES

Design Services
For
Water Threats Analysis and Recommended Mitigation Strategies
For Pass A Grille Area

Prepared for:



City of St. Petersburg Beach
Public Works Department
7581 Boca Ciega Dr
St Pete Beach, FL 33706

Prepared by:

Cardno, Inc.
380 Park Place Blvd., Suite 300
Clearwater, Florida 33765

April 2021

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

This Exhibit forms an integral part of the agreement between City of St. Petersburg Beach (hereinafter referred to as the CITY) and Cardno, Inc. (hereinafter referred to as the CONSULTANT) relative to the sidewalk improvements described as follows:

PROJECT IDENTIFICATION

Water Threats Analysis and Recommended Mitigation Projects

St. Pete Beach, FL [Pass-A-Grille; Don Cesar and Boca Ceiga; Northeast; North, Gulf Coast]

1.0 PROJECT BACKGROUND

On June 17, 1991, the City of St. Pete Beach commissioned the services of Tampa Bay Engineering, Inc. to prepare a Master Drainage Plan and a 5-Year Capital Improvements Program report which was delivered in May 1993. The purpose of the report was to assist the City to meet its drainage goals and objectives contained in the Infrastructure Element of the City's Comprehensive Plan. The report identified deficiencies in the City's stormwater infrastructure and prioritized recommended improvements. There are 175 identified stormwater basins in the City of St. Pete Beach. For the purposes of the report, the City designated 25 of the basins as high-priority due to observed stormwater flooding during high water and storm events. All recommended projects are within the 25 designated basins. In 2010 the City created a Stormwater Utility within the Public Services Department and commissioned a Stormwater Rate Study. Woolpert, Inc. delivered the study in September 2011 and based on revenue forecasts, the City was able to begin planning drainage basin improvement recommendations identified in the 1993 report. In December 2012 the City retained Cribb, Philbeck, Weaver Group, Inc. (CPWG) to update the 1993 report. The report was updated as a Stormwater Master Plan (SMP) and included validation of the original recommendations and a current cost estimate for construction. Since the first SMP in 1993 it was the City's policy to utilize SMP's to prepare and prioritize stormwater management Capital Improvement Projects. In 2018 the City recognized that there were additional local flooding mitigation needs and developed a Local Flooding Mitigation Project Plan to identify and reduce local street flooding resulting from rainstorm events. These projects were developed by Genesis Group and are in addition to the Capital Improvement Projects outlined in the 2012 SMP.

Through the years 2018 to 2020 there was a growing observation by many residents and staff that the City is experiencing increasingly higher localized flooding caused by natural phenomena occurrences including abnormally high regular tides, King Tides and Sea Level Rise all of which can be exasperated by rain events. Due to these observations the City changed its policy in mid-2020 to prepare projects to mitigate flooding from bay tidal events instead of localized flooding from rain events.

In February 2020 the City retained CPWG to update the 2012 SMP in two phases. Phase I was received in July and presented to the City Commission in September 2020. In preparing to begin Phase II staff reviewed the results of the Phase I report and others including the Sea Level Rise Adaptation Plan for the Don Cesar Neighborhood dated September 16, 2020 and information presented in the St. Pete Beach Sustainability Action Plan 2020-2050. The data shows that it appears we have reached a pivot point of how we should proceed with our analysis of defending against tide/stormwater inundation and Sea Level

Rise (SLR). Rather than continue with the historical Stormwater Master Planning effort with parallel efforts on Local Flooding Mitigation Projects, Phase II could combine into one comprehensive water threats protection strategy. The analysis should center on threats to the island including transportation mobility and access/egress (street flooding), critical infrastructure protection (access and operations) and private property preservation (economic stability). From a high level view the water threats and their locations on the island can be geographically defined. If we use three feet of Sea Level Rise as shown on the National Oceanic Atmospheric Administration SLR Tracker website as the identifying parameter for threat analysis, we find distinction in geographical proximities. For the purposes of study, five geographical proximities are identified and shown in Annex A. We should align our engineering analysis to these geographic areas and identify the sources and arrival points to engineer imaginative defensive strategies. Finally, defensive strategies in geographical proximities must be interconnected to provide a single comprehensive island strategy.

2.0 PROJECT OBJECTIVE

To provide the Elected Officials, Citizens and Businesses of St. Pete Beach with Sea Level Rise flooding mitigation recommendations with probable costs of construction.

3.0 PROJECT SCOPE OF WORK

Assumptions:

By the year 2050 there is a level of protection for all properties in your assigned geographical sector equivalent to elevation 5' NAVD 88. Between now and 2050 that protection is constructed. In the same time frame all stormwater outfall pipes will be outfitted with tidal check valves. During a rain event that will cause inland flooding. For stormwater modeling, use the 25 year/24 hour storm event with a 6 hour duration with the tidal check valve closed. For cost calculations assume all new construction protecting to 5' NAVD 88. No existing survey is required.

Goal 1: Protect against King Tide and Sea Level Rise.

Task 1: Using Google Earth, available stormwater conveyance maps and stormwater basin boundaries, the CONSULTANT shall develop a specific geographical boundary map. All boundaries shall be coordinated with adjacent engineering firms.

Deliverable: A boundary map of the study area.

Task 2: Within the defined boundary, at the water elevation of 5' NAVD 88, the CONSULTANT shall identify locations (public and private) that allow bay flooding to flow over seawalls, landforms and/or through the stormwater conveyance system. Various options or a combination of options: sea wall, living shore line, abandonment, berm, gates, road elevation shall be assessed. The CONSULTANT shall develop engineering recommendations to mitigate flooding for individual and/or collective locations of threat flooding.

Deliverable: Recommendations for protection in the study area.

Task 3: The CONSULTANT shall develop probable costs of construction for the individual locations of significance and/or collective locations where mitigation measures are recommended.

Deliverable: Probable costs of protection.

Task 4: The CONSULTANT shall identify the stormwater outfall structures and recommend locations for tidal check valve installations.

Deliverable: A map of all stormwater outfall locations and locations of tidal check valve installations.

Task 5: The CONSULTANT shall provide the probable costs of each tidal check valve location.

Deliverable: Probable costs of each tidal check valve location.

Goal 2: Protect against Inland Stormwater Flooding.

Task 1: The CONSULTANT shall identify all street locations where stormwater flooding exceeds the allowable level of service which is 3” on the crown of the road between intersections or 9” in the intersection.

Deliverable: A map and listing of each stormwater flooding location in the study area exceeding level of service.

Task 2: The CONSULTANT shall develop a pump station stormwater mitigation plan for flooded locations. Flooding locations to be controlled by pump stations may consist of individual streets, different groups of interconnected streets, or potentially may manage an entire basin or any combination of areas.

Deliverable: A stormwater pump station plan for each flooded location or locations as developed.

Task 3: The CONSULTANT shall develop probable costs of construction for each location recommendation.

Deliverable: Probable cost of each pump station.

Goal 3: Protect against Gulf Water Storm Surge. (N/A)

4.0 PROJECT SCHEDULE

Assume a Commission approval on April 27 with Task Orders signed and received by April 13, PO's approved and received by May 3.

CONSULTANT shall commence professional services upon written receipt of Notice to Proceed (NTP) from CITY. A project schedule in Microsoft Project format shall be provided to the CITY within 14 days of the Notice to Proceed. The schedule assumes a fourteen-day turnaround for the CITY to review deliverables.

CONSULTANT shall complete the final design in accordance with the following or better project schedule:

Project Schedule

<u>Milestone</u>	<u>Due Date After receive the NTP</u>
------------------	---------------------------------------

GOAL 1

Task 1 - Preliminary Boundary Map	21 Calendar Days
Task 2 & 3 - Recommendations & Probable Costs for study area protection	42 Calendar Days
Task 4 – Stormwater Outfall Location Map	56 Calendar Days
Task 5 – Probable Costs for Tidal Check Valve	70 Calendar Days

GOAL 2

Task 1 – Stormwater flooding Location Map	100 Calendar Days
Task 2 & 3 – Stormwater pump station mitigation plan for study area protection	120 Calendar Days

GOAL 3

N/A	120 Calendar Days
-----	-------------------

CITY design review period is thirty calendar days from the date of the milestone submittal. The CONSULTANT shall also provide responses to comments for the required submittal. Any other delays beyond CONSULTANT'S control shall be documented in writing by CONSULTANT and submitted to CITY for consideration to grant a schedule time extension.

5.0 COMPENSATION

Invoicing must take place monthly and will include a progress report summarizing the work completed during the invoice period as well as a schedule update. The CONSULTANT must pre-submit invoices to the Project Manager prior to an official monthly submittal. The final invoice will be marked "FINAL" on the invoice and be accompanied by a letter from the CONSULTANT stating that this is the Final Invoice and that compensation for tasks completed, as described in the Scope of Services Agreement, is now concluded.

For the above describes Scope of Services the City will compensate the Consultant a lump sum amount of \$49,989.00.

ATTACHMENT B

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Indicate project Consultant
PROJECT NAME:
PID NUMBER:
GEC Contract #

Cardno
Water Threats Analysis

Submitted: 4/13/2021

												Line Item Hours	Task Total
GEC Approved Job Classification													
GEC Billable Rate (\$/hour)	\$260.00	\$240.00	\$175.00	\$141.00	\$135.00	\$125.00	\$100.00	\$85.00	\$0.00	\$0.00	\$0.00		
TASK DESCRIPTIONS	Principal	Project Manager	Engineer 2	Sr. GIS Specialist	Engineer 1	Designer	Engineering Intern	Clerical					
Goal 1: Protect Against King Tide and Sea Level Rise													
1.1 Data Collection	0.0	2.0	0.0	5.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	15.0	
1.2 Alternative Protection Analysis	0.0	8.0	16.0	0.0	8.0	0.0	8.0	0.0	0.0	0.0	0.0	40.0	
1.3 Construction Cost Estimate	0.0	2.0	0.0	0.0	4.0	0.0	8.0	0.0	0.0	0.0	0.0	14.0	
1.3 Report/Documentation	0.0	4.0	12.0	0.0	8.0	0.0	4.0	2.0	0.0	0.0	0.0	30.0	
1.4 Meeting (2 Team Mtgs)	0.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	
Task 1 Hours	0.0	20.0	32.0	5.0	20.0	0.0	28.0	2.0	0.0	0.0	0.0		107.00
Task 1 Costs	\$0.00	\$4,800.00	\$5,600.00	\$705.00	\$2,700.00	\$0.00	\$2,800.00	\$170.00	\$0.00	\$0.00	\$0.00		\$16,775.00
Goal 2: Protect against Inland Stormwater Flooding													
2.1 Identify Areas with Excess Flooding Issue	0.0	8.0	12.0	24.0	0.0	16.0	24.0	0.0	0.0	0.0	0.0	84.0	
2.2 Floodplain Mitigation (Pond, Pump,...)	0.0	16.0	32.0	0.0	0.0	10.0	24.0	0.0	0.0	0.0	0.0	82.0	
2.3 Construction Cost Estimate	0.0	2.0	0.0	0.0	4.0	0.0	8.0	0.0	0.0	0.0	0.0	14.0	
2.4 Report	0.0	4.0	8.0	0.0	8.0	0.0	4.0	2.0	0.0	0.0	0.0	26.0	
2.5 Meeting (Team and BCC)	0.0	6.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	
Task 2a Hours	0.0	36.0	58.0	24.0	12.0	26.0	60.0	2.0	0.0	0.0	0.0		218.00
Task 2a Costs	\$0.00	\$8,640.00	\$10,150.00	\$3,384.00	\$1,620.00	\$3,250.00	\$6,000.00	\$170.00	\$0.00	\$0.00	\$0.00		\$33,214.00
TOTAL PROJECT COST													\$49,989.00

Madrid-CPWG PHASE 2 SCOPE OF WORK FOR ST. PETE BEACH STORMWATER MASTER PLAN UPDATE

PROJECT IDENTIFICATION

Water Threats Analysis and Recommended Mitigation Strategies
St. Pete Beach, FL (North Regin)

PROJECT BACKGROUND

On June 17, 1991, the City of St. Pete Beach commissioned the services of Tampa Bay Engineering, Inc. to prepare a Master Drainage Plan and a 5-Year Capital Improvements Program report which was delivered in May 1993. The purpose of the report was to assist the City to meet its drainage goals and objectives contained in the Infrastructure Element of the City's Comprehensive Plan. The report identified deficiencies in the City's stormwater infrastructure and prioritized recommended improvements. There are 175 identified stormwater basins in the City of St. Pete Beach. For the purposes of the report, the City designated 25 of the basins as high-priority due to observed stormwater flooding during high water and storm events. All recommended projects are within the 25 designated basins. In 2010 the City created a Stormwater Utility within the Public Services Department and commissioned a Stormwater Rate Study. Woolpert, Inc. delivered the study in September 2011 and based on revenue forecasts, the City was able to begin planning drainage basin improvement recommendations identified in the 1993 report. In December 2012, the City retained Cribb, Philbeck, Weaver Group, Inc. (CPWG) to update the 1993 report. The report was updated as a Stormwater Master Plan (SMP) and included validation of the original recommendations and a current cost estimate for construction. Since the first SMP in 1993 it was the City's policy to utilize SMP's to prepare and prioritize stormwater management Capital Improvement Projects. In 2018 the City recognized that there were additional local flooding mitigation needs and developed a Local Flooding Mitigation Project Plan to identify and reduce local street flooding resulting from rainstorm events. These projects were developed by Genesis Group and are in addition to the Capital Improvement Projects outlined in the 2012 SMP.

Through the years 2018 to 2020 there was a growing observation by many residents and staff that the City is experiencing increasingly higher localized flooding caused by natural phenomena occurrences including abnormally high regular tides, King Tides and Sea Level Rise all of which can be exasperated by rain events. Due to these observations the City changed its policy in mid-2020 to prepare projects to mitigate flooding from bay tidal events instead of localized flooding from rain events.

In February 2020, the City retained CPWG to update the 2012 SMP in two phases. Phase I was received in July and presented to the City Commission in September 2020. In preparing to

begin Phase II staff reviewed the results of the Phase I report and others including the Sea Level Rise Adaptation Plan for the Don Cesar Neighborhood dated September 16, 2020 and information presented in the St. Pete Beach Sustainability Action Plan 2020-2050. The data shows that it appears the City reached a pivot point of how the City should proceed with the analysis of defending against tide/stormwater inundation and Sea Level Rise (SLR). Rather than continue with the historical Stormwater Master Planning effort with parallel efforts on Local Flooding Mitigation Projects, Phase II could combine into one comprehensive water threats protection strategy. The analysis should center on threats to the island including transportation mobility and access/egress (street flooding), critical infrastructure protection (access and operations) and private property preservation (economic stability). From a high level view the water threats and their locations on the island can be geographically defined. If the City uses three feet of Sea Level Rise as shown on the National Oceanic Atmospheric Administration SLR Tracker website as the identifying parameter for threat analysis, it can find distinction in geographical proximities. For the purposes of study, five geographical proximities are identified and shown in Annex A. The City should align its engineering analysis to these geographic areas and identify the sources and arrival points to engineer imaginative defensive strategies. Finally, defensive strategies in geographical proximities must be interconnected to provide a single comprehensive island strategy.

PROJECT OBJECTIVE

To provide the Elected Officials, Citizens and Businesses of St. Pete Beach with Sea Level Rise flooding mitigation recommendations with probable costs of construction.

SCOPE OF SERVICES

Assumptions:

By the year 2050 there is a level of protection for all properties in your assigned geographical sector equivalent to elevation 5' NAVD 88. Between now and 2050 that protection is constructed. In the same time frame, all stormwater outfall pipes will be outfitted with tidal check valves. During a rain event that will cause inland flooding. For stormwater modeling, use the 25-year/24-hour storm event with the tidal check valve closed. For cost calculations assume all new construction protecting to 5' NAVD 88. No existing survey is required.

Goal 1: Protect against King Tide and Sea Level Rise.

Task 1) Using Google Earth, available stormwater conveyance maps and stormwater basin boundaries develop a specific geographical boundary map. Coordinate the boundaries with adjacent engineering firms.

Task 2) What is the engineering recommendation for protection to elevation 5' NAVD 88?

There may be more than one option or a combination of options: sea wall, living shoreline, abandonment, berm, gates, road elevation (something we have not seen here in the US but is being developed overseas, something new).

Task 3) What is the probable cost of the recommendation? The costs should align with the various protection recommendations if there are more than one

Task 4) Identify the stormwater outfall structures and recommend tidal check valve installations.

Task 5) What is the probable cost of each tidal check valve location?

Goal 1 Deliverables:

Task 1) A boundary map of the study area.

Task 2) Recommendations for protection in the study area.

Task 3) Probable costs of protection.

Task 4) A map of all stormwater outfall locations and locations of tidal check valve installations.

Task 5) Probable cost of each tidal check valve location.

Goal 2: Protect against Inland Stormwater Flooding.

Task 1) Identify all street locations where stormwater flooding exceeds the allowable level of service which is 3" on the crown of the road between intersections or 9" in the intersection.

Task 2) Develop a pump station stormwater mitigation plan for flooded locations. Locations may be individual streets, a group of interconnected streets, manage an entire basin or any combination of those.

Task 3) Develop a probable cost of construction for each location recommendation.

Goal 2 Deliverables:

Task 1) A map and listing of each stormwater flooding location in the study area exceeding level of service.

Task 2) A stormwater pump station plan for each flooded location or locations as developed.

Task 3) Probable cost of each pump station.

Notes:

If a seawall is the recommended option it will be assumed the cost is for a new seawall, vinyl corrugated sheet pile with a concrete cap.

Goals 1 and 2 of this study do not include consideration of Gulf or Bay storm surge resulting from Tropical Storms or Hurricanes.

Schedule

Schedule for the project is as attached, based on a NTP on May 3 with a 4-month schedule, with a completion date August 31, 2021.

Services not Included

These services do not include the detailed design of the recommended projects, permitting or preparation of construction ready documents (such as drawings and specifications).

City Responsibilities

1. All available GIS or hard copy data pertaining to existing storm water collection system including that from the Florida Department of transportation.
2. Information about any ongoing stormwater projects in CPWG area of study.
3. Any upcoming local ordinance changes affecting stormwater projects.
4. A listing or log of residents' flooding related complaints.
5. Arranging monthly joint meeting with adjacent area consultants for progress report, coordination, and exchange of pertinent data as necessary.

Compensation

For the above describes Scope of Services the City will compensate the Consultant a lump sum amount of \$49,998.00.

Madrid-CPWG will invoice the City on a monthly basis based on Madrid-CPWG's percent complete, as determined at the time of billing.

ST. PETE BEACH STORMWATER STUDY 2021: SCHEDULE FOR REVISED PHASE 2 SCOPE OF WORK

	Week no. Week Beginning on	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Total	Sr. Professional Engineer	Project Manager	Project Engineer	GIS/CAD	Clerical	Total
		5/3	5/10	5/17	5/24	5/31	6/7	6/14	6/21	6/28	7/5	7/12	7/19	7/26	8/2	8/9	8/16	Man-Hours	194.00	135.00	115.00	90.00	55.00	Fee (\$)
Goal	Revised Phase 2 Goals and Tasks																							
1	Protect Against King Tide and Sea Level Rise																							
	Task 1-1 - Develop Boundary Map of the Study Area	**																2	1	1				\$329
	Task 1-2 - Engineering Recommendations for Protection to Elevation 5' NGVD 88	***	*****	*****	*****	*****												66	2	16	40	8		\$7,868
	Task 1-3 - Probable Cost of Construction for recommended Projects				*****	*****												26	2	6	8	10		\$3,018
	Task 1-4 - Identify Stormwater Outfall Structures and Recommend Tidal Check Valves					*****												30	2	4	12	12		\$3,388
	Task 1-5 - Probable Cost of Tidal Check Valves at Each Location						*****											18	2	6	8	2		\$2,298
	Task 1-6 - Deliverables for the Tasks 1-1 through 1-5		*****	*****	*****	*****	*****	*****										34	1	8	16	8	1	\$3,889
2	Protect Against Inland Stormwater Flooding																							
	Task 2-1 - Identify Street Locations Where Flooding Exceeds LOS					*****	*****	*****	*****	*****								36	1	7	12	16		\$3,959
	Task 2-2 - Develop Pump Station Stormwater Mitigation Plan									*****	*****	*****	*****	*****				96	2	18	60	16		\$11,158
	Task 2-3 - Probable Cost of Construction at Each Pump Station Location													*****	*****	*****	*****	32	2	6	12	12		\$3,658
	Task 2-4 - Deliverables for the Tasks 2-1 through 2-3									*****	*****	*****	*****	*****	*****	*****	*****	46	1	8	24	12	1	\$5,169
3	Monthly Coordination Meetings			**				**				**				**		32	16	16				\$5,264
Total Man-Hours																		418	32	96	192	96	2	\$49,998

St. Pete Beach City Commission Agenda Report

Issue Considered: Authorization to ratify the tentative agreement reached with the International Association of Firefighters (IAFF) Local 4966.

Date: April 27, 2021

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: Authorization is requested to ratify the tentative labor agreement reached between City administration and the IAFF for the period October 1, 2019 – September 30, 2022. Two separate actions are requested: ratification of the contract by motion and subsequent adoption of Ordinance 2021-10, amending the Fire Pension.

Negotiations began in May 2019 and were delayed at various times due to turnover experienced on both sides of the table and the uncertainty posed by Covid-19. Ultimately the parties were successful in reaching tentative agreement on a new contract, which includes the following key changes:

Wages:

FY 20: continuation of step plan

FY 21: continuation of step plan + 2.5% gross wage increase

FY 22: continuation of step plan + 0.4% gross wage increase

Retirement:

Effective FY 2022, the City-funded benefit multiplier will increase from 2.25 to 2.75. Members will continue to fund an additional multiplier from 2.75 to 3.4 at their own expense, at an uncapped employee contribution rate.

These changes are intended to provide a competitive compensation package consistent with comparable agencies, while maintaining the City's financially conservative position. Several tables are attached, which demonstrate the changes above are consistent with that goal.

The initial authorization to ratify the agreement will allow for implementation of the FY 2021 2.5% wage increase, retroactive to October 1, 2020. The pension changes are presented separately on the agenda and require adoption by Ordinance. The pension changes will take effect in FY 2022.

Funding:

The cost of the 2.5% wage increase in FY 2021 is approximately \$43,000. This cost is unbudgeted and will likely require supplemental appropriations via separate Ordinance. Staff anticipates this can be accomplished without utilizing fund balance, due to several favorable revenues projected to exceed FY 2021 budgetary estimates.

The pension changes will take effect in FY 2022. The cost of the 2.75 City-funded multiplier is approximately \$69,000. Staff anticipates this cost can be managed during the FY 2022 budget development process.

Requested Motion:

“I move to authorize ratification of the tentative agreement reached with the International Association of Firefighters (IAFF) Local 4966.”

Attachment:

Collective bargaining agreement
Compensation analysis

	Benefit Accrual Rate ("Multiplier")	City-funded Benefit Accrual Rate
St Pete Beach	3.400%	2.750%
Treasure Island	3.000%	3.000%
Gulfport	3.040%	3.040%
Lealman	3.000%	3.000%
Tarpon Springs	3.250%	3.250%
East Lake	3.000%	3.000%
Oldsmar	3.125%	3.125%
Safety Harbor	3.000%	3.000%
South Pasadena	3.000%	3.000%
Madeira Beach	3.000%	3.000%

Original Pay Plan, Unadjusted	Firefighter/EMT		Firefighter/Paramedic		Lieutenant/EMT		Lieutenant/Paramedic	
	Min	Max	Min	Max	Min	Max	Min	Max
St. Pete Beach	\$ 41,609	\$ 60,458	\$ 46,935	\$ 68,197	\$ 56,625	\$ 72,299	\$ 59,457	\$ 75,914
Treasure Island	\$ 43,045	\$ 61,373	\$ 48,041	\$ 70,391	\$ 57,253	\$ 74,445	\$ 61,048	\$ 78,338
Gulfport	\$ 44,271	\$ 65,721	\$ 49,344	\$ 73,259	\$ 61,950	\$ 77,085	\$ 65,386	\$ 80,556
Lealman	\$ 42,578	\$ 64,533	\$ 47,211	\$ 72,200	\$ 63,526	\$ 74,588	\$ 66,865	\$ 78,320
Tarpon Springs	\$ 40,735	\$ 64,031	\$ 49,745	\$ 78,194	\$ 62,968	\$ 84,624	\$ 62,968	\$ 84,624
East Lake	\$ 47,279	\$ 70,691	\$ 52,007	\$ 77,761	\$ 60,688	\$ 87,317	\$ 64,761	\$ 93,176
Oldsmar	\$ 40,514	\$ 57,109	\$ 46,434	\$ 65,451	\$ 55,225	\$ 75,617	\$ 55,225	\$ 75,617
Safety Harbor	\$ 41,812	\$ 61,424	\$ 48,112	\$ 70,653	\$ 59,599	\$ 76,667	\$ 63,372	\$ 80,845
South Pasadena	\$ 50,936	\$ 67,728	\$ 53,777	\$ 75,092	\$ 75,126	\$ 81,165	\$ 78,146	\$ 84,111
Madeira Beach	NA	NA	\$ 46,582	\$ 68,407	NA	NA	\$ 55,261	\$ 76,493
Median ex-SPB	\$ 42,812	\$ 64,282	\$ 48,112	\$ 72,200	\$ 61,319	\$ 76,876	\$ 63,372	\$ 80,556
SPB / Median	-2.8%	-5.9%	-2.4%	-5.5%	-7.7%	-6.0%	-6.2%	-5.8%

Original Pay Plan, Adjusted*	Firefighter/EMT		Firefighter/Paramedic		Lieutenant/EMT		Lieutenant/Paramedic	
	Min	Max	Min	Max	Min	Max	Min	Max
St. Pete Beach (unadjusted)	\$ 14.29	\$ 20.76	\$ 16.12	\$ 23.42	\$ 19.45	\$ 24.83	\$ 20.42	\$ 26.07
St. Pete Beach	\$ 15.43	\$ 22.43	\$ 17.41	\$ 25.30	\$ 21.00	\$ 26.82	\$ 22.05	\$ 28.16
Treasure Island	\$ 15.39	\$ 21.94	\$ 17.18	\$ 25.17	\$ 20.47	\$ 26.62	\$ 21.83	\$ 28.01
Gulfport	\$ 15.95	\$ 23.69	\$ 17.78	\$ 26.40	\$ 22.33	\$ 27.78	\$ 23.56	\$ 29.03
Lealman	\$ 16.45	\$ 24.93	\$ 18.24	\$ 27.89	\$ 24.54	\$ 28.81	\$ 25.83	\$ 30.26
Tarpon Springs	\$ 14.85	\$ 23.35	\$ 18.14	\$ 28.51	\$ 22.96	\$ 30.86	\$ 22.96	\$ 30.86
East Lake	\$ 16.90	\$ 25.28	\$ 18.60	\$ 27.80	\$ 21.70	\$ 31.22	\$ 23.16	\$ 33.32
Oldsmar	\$ 14.49	\$ 20.42	\$ 16.60	\$ 23.40	\$ 19.75	\$ 27.04	\$ 19.75	\$ 27.04
Safety Harbor	\$ 15.12	\$ 22.21	\$ 17.40	\$ 25.55	\$ 21.55	\$ 27.72	\$ 22.91	\$ 29.23
South Pasadena	\$ 18.16	\$ 24.15	\$ 19.18	\$ 26.78	\$ 26.79	\$ 28.94	\$ 27.87	\$ 30.00
Madeira Beach	NA	NA	\$ 17.07	\$ 25.06	NA	NA	\$ 20.25	\$ 28.03
Median ex-SPB	\$ 15.67	\$ 23.52	\$ 17.78	\$ 26.40	\$ 22.01	\$ 28.30	\$ 22.96	\$ 29.23
SPB / Median	-1.5%	-4.6%	-2.1%	-4.2%	-4.6%	-5.2%	-3.9%	-3.7%

*Reflects the financial impact of holidays and Kelly Days. Calculation: contractual salary divided by hours worked, plus the hourly cost of holidays.

FY 2021 Pay Plan, Adjusted	Firefighter/EMT		Firefighter/Paramedic		Lieutenant/EMT		Lieutenant/Paramedic	
	Min	Max	Min	Max	Min	Max	Min	Max
St. Pete Beach	\$ 15.82	\$ 22.99	\$ 17.84	\$ 25.93	\$ 21.53	\$ 27.49	\$ 22.61	\$ 28.86
Treasure Island	\$ 15.39	\$ 21.94	\$ 17.18	\$ 25.17	\$ 20.47	\$ 26.62	\$ 21.83	\$ 28.01
Gulfport	\$ 15.95	\$ 23.69	\$ 17.78	\$ 26.40	\$ 22.33	\$ 27.78	\$ 23.56	\$ 29.03
Lealman	\$ 16.40	\$ 24.85	\$ 18.18	\$ 27.81	\$ 24.47	\$ 28.73	\$ 25.75	\$ 30.16
Tarpon Springs	\$ 14.85	\$ 23.35	\$ 18.14	\$ 28.51	\$ 22.96	\$ 30.86	\$ 22.96	\$ 30.86
East Lake	\$ 16.90	\$ 25.28	\$ 18.60	\$ 27.80	\$ 21.70	\$ 31.22	\$ 23.16	\$ 33.32
Oldsmar	\$ 14.49	\$ 20.42	\$ 16.60	\$ 23.40	\$ 19.75	\$ 27.04	\$ 19.75	\$ 27.04
Safety Harbor	\$ 15.12	\$ 22.21	\$ 17.40	\$ 25.55	\$ 21.55	\$ 27.72	\$ 22.91	\$ 29.23
South Pasadena	\$ 18.16	\$ 24.15	\$ 19.18	\$ 26.78	\$ 26.79	\$ 28.94	\$ 27.87	\$ 30.00
Madeira Beach	NA	NA	\$ 17.07	\$ 25.06	NA	NA	\$ 20.25	\$ 28.03
Median ex-SPB	\$ 15.67	\$ 23.52	\$ 17.78	\$ 26.40	\$ 22.01	\$ 28.25	\$ 22.96	\$ 29.23
SPB / Median	0.9%	-2.3%	0.3%	-1.8%	-2.2%	-2.7%	-1.5%	-1.3%

FY 2022 Pay Plan, Adjusted	Firefighter/EMT		Firefighter/Paramedic		Lieutenant/EMT		Lieutenant/Paramedic	
	Min	Max	Min	Max	Min	Max	Min	Max
St. Pete Beach	\$ 15.88	\$ 23.08	\$ 17.92	\$ 26.03	\$ 21.61	\$ 27.60	\$ 22.70	\$ 28.98
Treasure Island	\$ 15.39	\$ 21.94	\$ 17.18	\$ 25.17	\$ 20.47	\$ 26.62	\$ 21.83	\$ 28.01
Gulfport	\$ 15.95	\$ 23.69	\$ 17.78	\$ 26.40	\$ 22.33	\$ 27.78	\$ 23.56	\$ 29.03
Lealman	\$ 16.40	\$ 24.85	\$ 18.18	\$ 27.81	\$ 24.47	\$ 28.73	\$ 25.75	\$ 30.16
Tarpon Springs	\$ 14.85	\$ 23.35	\$ 18.14	\$ 28.51	\$ 22.96	\$ 30.86	\$ 22.96	\$ 30.86
East Lake	\$ 16.90	\$ 25.28	\$ 18.60	\$ 27.80	\$ 21.70	\$ 31.22	\$ 23.16	\$ 33.32
Oldsmar	\$ 14.49	\$ 20.42	\$ 16.60	\$ 23.40	\$ 19.75	\$ 27.04	\$ 19.75	\$ 27.04
Safety Harbor	\$ 15.12	\$ 22.21	\$ 17.40	\$ 25.55	\$ 21.55	\$ 27.72	\$ 22.91	\$ 29.23
South Pasadena	\$ 18.16	\$ 24.15	\$ 19.18	\$ 26.78	\$ 26.79	\$ 28.94	\$ 27.87	\$ 30.00
Madeira Beach	NA	NA	\$ 17.07	\$ 25.06	NA	NA	\$ 20.25	\$ 28.03
Median ex-SPB	\$ 15.67	\$ 23.52	\$ 17.78	\$ 26.40	\$ 22.01	\$ 28.25	\$ 22.96	\$ 29.23
SPB / Median	1.3%	-1.9%	0.7%	-1.4%	-1.8%	-2.3%	-1.2%	-0.9%



AGREEMENT

BETWEEN

THE CITY OF ST. PETE BEACH

AND

**THE INTERNATIONAL ASSOCIATION
OF
FIREFIGHTERS - LOCAL 4966**



OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2022

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ARTICLE 1: PREAMBLE

1.1 Parties.

In accordance with the State of Florida Public Employee Collective Bargaining Statute, this Agreement is entered into by and between the City of St. Pete Beach, a municipality in the State of Florida, hereinafter called the "City", and the International Association of Fire Fighters, Local 4966, hereinafter referred to as the "Union". This Collective Bargaining Agreement is applicable for members as defined in Certificate Number 176 issued to the International Association of Fire Fighters, Local 4966, in accordance with the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended and clarified on September 29, 1986 and October 4, 2006.

1.2 Purpose.

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the City and the members, both individually and collectively, and the Union; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement.

ARTICLE 2: RECOGNITION

2.1 **Recognition of Union.**

The City of St. Pete Beach hereby recognizes the International Association of Fire Fighters, Local 4966, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members in the bargaining unit.

2.2 **Bargaining Unit.**

The bargaining unit for which this recognition is accorded is defined in the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended and clarified on September 29, 1986 and October 4, 2006 comprised of all part-time and full-time members within the City of St. Pete Beach Fire Department employed in the classifications of firefighters/EMT, firefighter/paramedics, fire inspectors, up to and including EMT and Paramedic lieutenants. All other members, in other ranks and positions, shall be excluded from this bargaining unit.

2.3 **Recognition by Union.**

The International Association of Fire Fighters, Local 4966, hereby recognizes the City of St. Pete Beach City Manager or his/her representative as the City's representative for the purpose of collective bargaining.

2.4 **Members.**

Whenever "Union" member is mentioned in this contract it shall mean a person that has taken the oath of Local 4966 and pays dues to the Local; otherwise "member" shall mean a member of the bargaining unit covered by this Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 General.

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The City retains the right, subject to the limitations specifically expressed in this contract, to establish and implement rules and procedures, in accordance with applicable laws, governmental regulations and the provisions of the City Personnel Manual including, but not limited to, the following:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies and/or departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the members of the City, including the establishment of work hours as provided in this Agreement.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain members in positions with the City.
- G. To suspend, demote, discharge or take other disciplinary action against members for just cause.
- H. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve members from duties because of lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- J. To determine the number of members to be employed by the City.
- K. To establish, change or modify the number, types and grades of positions, and members assigned to an organization, unit, department or project.
- L. To establish, change, or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.
- M. To establish, implement and maintain an effective internal security practice.
- N. To promulgate, implement, delete, and enforce any rules concerning member practices or working conditions.

3.2 Emergencies.

If determined by the City Commission that a civil emergency condition exists, including, but not limited to, riots, civil disorders, hurricane or tornado conditions, epidemics, public employee strikes or other similar catastrophes, the City Manager may suspend PTO and other leaves of absence during the time of the declared emergency. All other provisions of the Agreement shall remain in effect, except processing of grievances may be delayed until the emergency condition ceases.

- 3.3** The exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

ARTICLE 4: STRIKES AND PICKETING

4.1 Strikes Prohibited.

Members covered by this Agreement, the Union or its officers, agents and representatives, agree that Section 447.505, of the Florida Public Employees Collective Bargaining Statute prohibit them individually or collectively as public members from participating in a strike against the City of St. Pete Beach, the City, by instigating or supporting in any manner, a strike. Any violation of this section shall subject the violator(s) to the penalties as provided for by law, and the provisions of the City's Personnel Rules and Regulations.

4.2 Penalties.

Any member covered by this Agreement who participates in, is a party to or promotes any of the actions outlined in Section 4.1 shall be subject to disciplinary action up to and including discharge.

ARTICLE 5: NON-DISCRIMINATION

5.1 **No Illegal Discrimination.**

Neither the City, the Union, nor its members shall unlawfully discriminate against any employee with regard to Union membership or activities or on the basis of age, race, color, sex, religion or national origin or disability.

5.2 **Probationary Employees.**

All new members on probationary status shall be eligible for membership in the Union.

5.3 **Non-Union Members.**

Nothing in this Article is intended to waive the Union's right to decline representation of a nonunion member in the processing of a grievance in accordance with applicable law.

ARTICLE 6: ABSENCE FROM DUTY FOR UNION BUSINESS

6.1 Definitions.

For the purpose of this Article, Union Officials shall be defined as the President, Vice President, Secretary, District Vice President, and Treasurer or their Designee of the International Association of Fire Fighters, Local 4966.

6.2 Union Business.

- A. Up to one (1) employee Union official as defined in Section 6.1 above shall be granted up to three (3) consecutive shifts or days for forty (40) hour employees without pay to attend off-duty IAFF conferences and business provided the employee (1) requests such leave not less than seventy-two hours (72) in advance, and (2) receives permission from the Chief. In situations that could not be foreseen by the employee, the Chief may waive or lessen the request requirement.
- B. The Union steward on the shift shall be allowed to investigate a matter which could rise to the level of a contractual grievance during down time without loss of pay so long as it does not interfere with operations or the work of other on-duty employees, provided this privilege may be withdrawn by the Chief in the event it is abused.
- C. Off-duty Union stewards shall be permitted access to the station during down time to conduct Union business so long as the Chief determines it does not adversely affect operations or interfere with the work of on-duty employees.
- D. Up to three (3) employees will be relieved from duty without loss of pay to engage in collective bargaining negotiations with the City Manager's negotiating team, provided there is no overtime cost to the City to fulfill the Departmental manning requirements.
- E. Approved leaves under this section may be cancelled by the Chief in case of a civil emergency or to ensure proper manning as necessary to ensure public safety and fulfillment of the Departmental mission.

6.3 Other Union Business.

The Chief may agree that activities of Union officials other than as provided in Article 9, will not result in a loss of pay if he determines the absence from duty will not affect efficient operations.

6.4 Union Pool and Trade Time.

- A. Union members shall contribute four (4) hours annually of PTO leave towards a pool of time which may be drawn upon at the discretion of the Union. Donations of PTO leave to this pool must be in increments of four (4) hours and processed in writing upon Union forms. Transfers shall be made upon notification to Human Resources by the Union. The Union will notify the Chief, or his designee, as to disbursement of Union pool time.
- B. Pool time may be disbursed by the Union for the following reasons:
 - 1. Any unpaid activity covered by Section 6.2 above or under Article 9.
 - 2. Approved unpaid absences due to the employee's membership on a pension board for a retirement plan sponsored by the City.
 - 3. Any other off-duty, non-paid activity directly related to the representation of City employees in the bargaining unit covered by this Agreement.

- C. The Union shall provide the City with an accounting of pool time on or before October 15 of each year.

ARTICLE 7: CHECKOFF

7.1 **Written Authorization.**

Members covered by this Agreement may authorize the City, in writing, to deduct Union dues from their pay and four (4) hours of PTO. Said authorization shall be on a form that meets the requirements of law which shall be supplied by the Union.

7.2 **Continuation.**

Members participating in the dues payroll deduction program may continue to do so as long as the Union remains the certified bargaining agent for the members.

7.3 **Amount.**

The Union shall certify in writing to the City any change in Union dues to be deducted from the wages of members who have authorized such deductions. This request by the Union shall be submitted at least one (1) month in advance of the effective date of any changes.

7.4 **Remittance of Dues.**

Union dues shall be deducted by the City every pay period [twenty-six (26) times annually] and the funds deducted shall be remitted to the Treasurer of the Union within thirty (30) calendar days thereafter.

7.5 **Hold Harmless.**

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City on account of the payroll deductions. The Union agrees that in case of error, proper adjustment, if any, will be made by the City with the affected employee.

7.6 **Revocation.**

The member will provide both the City and the Union with a thirty (30) day notice prior to any and all Union dues revocation. The payroll deduction shall be revocable by the member notifying the City and the IAFF in writing.

ARTICLE 8: REPRESENTATION

8.1 Stewards.

There may be one (1) Union steward for each shift.

8.2 Solicitation by Union.

Solicitation of membership and the collection of Union money shall not be engaged in during duty hours.

8.3 Solicitation for Charities.

Solicitation for recognized charitable organizations may be conducted during duty hours with prior written approval of the City.

8.4 Use of Department Meeting Room.

Requests for use of the Fire Department meeting room shall be made in writing to the Fire Chief at least twenty-four (24) hours prior to the requested meeting date.

8.5 Change in Policy, Order or Rule.

Prior to implementing and/or changing a special order, general order, training order, SOP, SDP or City PRR, affecting union members, a copy shall be made available to the Union

ARTICLE 9: GRIEVANCE AND ARBITRATION PROCEDURE

9.1 General.

- A. The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the City and employee, or group of members, involving the interpretation or application of this Agreement, including disciplinary action. If the dispute involves the interpretation or application of this Agreement, an employee shall have the option of utilizing the grievance procedures contained in the PRR or the grievance procedure established under this Article. In no case shall the employee use both procedures.
- B. A grievance is defined as a claim of a misinterpretation, misapplication or violation of the specific terms of this Agreement.
- C. A grievance may be submitted under this procedure by one (1) or more aggrieved members or by the Union as a general or class grievance when the matter being grieved involves issues common to more than one (1) employee. A Union general grievance shall be initially submitted at Step Two to the Chief within ten (10) calendar days of the occurrence of the matter from which the grievance arose.
- D. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by the City or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the City at each step shall entitle the employee or Union to advance the grievance to the next step. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- E. The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the Union, if applicable, and the City from orally discussing and resolving the grievance.
- F. A grievant may be accompanied by a Union representative at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.
- G. Time spent by members and Union representatives in processing grievances on City property through Step 3 while on duty, shall not result in a loss of wages or benefits, provided they shall conduct themselves at all times so as to not interfere with their work, the work of other members or the operations of the Department, and they shall obtain permission from their immediate supervisor when they are going to be away from their work station for more than ten (10) minutes.
- H. Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Chief or City Manager.

9.2 Grievance Procedure.

- A. **Step One** - The aggrieved employee, with or without representation, or the Union shall submit a written grievance to his immediate supervisor within ten (10) calendar days after the occurrence of the matter from which the grievance arose. The written grievance at this step, and all steps hereafter, shall contain the following information:
 - 1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based.

2. The article (and section as appropriate) of this Agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee.
4. The signature of the aggrieved employee, or the Union representative in case of class grievances.
5. The date submitted.

The immediate supervisor shall meet with the grievant within seven (7) calendar days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within seven (7) calendar days after the meeting, the immediate supervisor shall give his answer in writing to the grievant.

- B. Step Two - If the grievance is not resolved at Step One, the aggrieved employee may submit a written appeal to the Chief within seven (7) calendar days after receipt of the immediate supervisor's written answer.

Within seven (7) calendar days after receipt of the written appeal, the Chief will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. Within seven (7) calendar days after this meeting, the Chief shall give his written decision to the grievant.

- C. Step Three - If the grievance is not resolved at Step Two, the aggrieved employee may submit a written appeal to the City Manager within seven (7) calendar days after the Chief's, or his designee's, written answer. The City Manager shall meet with the aggrieved employee, and/or the Union representative, and the Chief within seven (7) calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fourteen (14) calendar days after this meeting, the City Manager shall give his written answer to the grievant and/or the Union representative.

Verbal warnings and written warnings are subject to the grievance procedure only through Step Three, City Manager, and not subject to arbitration.

9.3 Arbitration Referral.

- A. If the grievance is not resolved at Step Three, the Union may, within fourteen (14) calendar days after receipt of the Step Three written response, submit a written request for arbitration to the City Manager. Employees shall not be entitled to arbitrate grievances unless the Union refuses to arbitrate an employee's grievance solely because the employee is not a Union member in which event the employee shall be entitled to arbitrate under the same conditions and financial obligations as the Union.
- B. The parties agree, within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the Union. All arbitrators must reside in Florida or agree to charge travel expenses as if they resided in Tampa, Florida. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.
- C. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him. The arbitrator shall not award any monetary relief to any employee who has not filed a timely written grievance under Section 9.2(A)

- D. Subject to applicable law, the decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the Union, and the City.
- E. The arbitrator's fee and expenses and the fees for the appearance of the court reporter along with the costs associated with the arbitrator's copy of the transcript (if requested) shall be borne equally by the parties to the arbitration.
- F. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- G. The arbitrator shall be requested to render his decision as quickly as possible.
- H. In deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.
- I. Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event not later than fifteen (15) calendar days after receipt of the arbitrator's decision, unless either party appeals.

9.4 Limitations.

Claims of a violation of any law, including those referred to in Articles 5, 13 and Section 10.1 shall be subject to the grievance procedure but shall not be subject to arbitration without the written consent of both the Union and the City.

ARTICLE 10: MEMBER RIGHTS

10.1 Firefighter Bill of Rights.

The City shall comply with "The Firefighters Bill of Rights", "Garrity Rights" and "Weingarten Rights".

10.2 Resignation.

A member under investigation shall not be told that if he does not resign from the department criminal charges will be brought against him.

10.3 Discipline.

No member shall be disciplined or discharged without just cause.

10.4 Inspection and Copying.

All members shall have the right to inspect and make copies of their personnel records.

10.5 Adverse Action.

No adverse action shall be taken against a member because he exercises rights provided in this Article.

10.6 Relieved From Duty.

Employees relieved from duty for alleged violations of the law and/or departmental and/or personnel rules and regulations shall remain on full salary and allowances until the pre-disciplinary hearing is concluded so long as the employee and his representative are available within five (5) calendar days of notice of the possible disciplinary action but may thereafter be placed on leave with pay until the Chief makes his final decision as to what disciplinary action, if any, is to be taken.

ARTICLE 11: BULLETIN BOARDS AND CITY E-MAIL

11.1 Location and Size.

At each fire station a Union bulletin board may be erected and maintained by Union Officials. The bulletin boards shall not exceed eight (8) square feet in area and shall be rectangular. Each bulletin board shall be located in the lounge area. The bulletins may be used only for posting:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results of elections.
- C. Notices of Union appointments and other official business.
- D. Notices of Union meetings.

In addition, IAFF members who have access to City computers may receive e-mail copies of Union business posted on the assigned bulletin board.

11.2 Signing.

All notices posted shall be signed by a Union Official as defined in Article 6.1 of this Agreement.

11.3 Filing with Chief.

Duplicate copies of all notices posted and e-mails sent shall be submitted to the Fire Chief for his/her file. Any material found on the Union bulletin boards not on file with the Fire Chief or not signed by a member of the Union executive board shall be removed by any Fire Department officer.

11.4 Condition and Costs.

All costs incident to preparing and posting Union notices and maintaining Union bulletin boards will be borne by the Union. The Union is responsible for maintaining the Union bulletin boards in an orderly condition.

ARTICLE 12: BEREAVEMENT LEAVE

12.1 Paid Leave.

Members covered by this Agreement shall be granted, upon approval of the City, up to twenty-four (24) consecutive work hours off with pay at the straight time rate in the event of a death in the member's immediate family for attendance at the funeral. For out-of-state funerals, the member will be granted additional leave with pay for attendance at the funeral for up to a maximum of twenty-four (24) hours.

Members who work a forty (40) hour week will be entitled to up to twenty-four (24) hours with pay if the funeral is in the State of Florida and up to forty (40) hours with pay if the funeral is out-of-state.

12.2 Member's Immediate Family.

For the purpose of this Article, the member's immediate family shall be defined as spouse, domestic partner, children, parent, brother, sister, in-laws (father, mother, grandmother, grandfather brother, sister, son or daughter only), any relative living in the same household, stepparent, stepchild, stepbrother or sister, grandmother, grandfather, grandchild, and legal guardian.

12.3 Charging.

Bereavement leave shall not be charged to PTO, except as specifically provided in Section 12.4.

12.4 Additional Time.

Should a member require time in addition to that provided in Section 12.1 of this Article, the member may request additional time from the Fire Chief, or his/her designee. Upon approval by the Chief, any additional time used shall be charged to PTO, provided the member has accrued sufficient time, otherwise the member shall be considered in a leave without pay status.

12.5 Requirements for Pay.

If requested, the member shall provide the Fire Chief with proof of death in his/her immediate family and that he attended the funeral or matters associated with the death before compensation is approved.

ARTICLE 13: MILITARY LEAVE

A military leave of absence will be provided to members who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. In order to be eligible for military leave, advance notice of the need for leave and a copy of the military orders is required, unless military service necessity prevents such notice or it is otherwise impossible.

ARTICLE 14: COURT ATTENDANCE AND DEPOSITIONS

14.1 Witness Leave for the City.

Subject to Article 9, members who appear as witnesses on behalf of the City or who are subpoenaed as a witness in a matter which involves City business in which the City is not a party in any judicial or administrative proceeding, including deposition, standby, or who are directed by the City to testify in any proceeding shall have all such time treated as compensable work time. Members are required to report in by phone to the District Chief prior to the start and upon conclusion of any subpoenaed time if required to attend on off shift days.

14.2 Other Court-Related Leave.

- A. Subject to 14.1 above, those members who become plaintiffs or defendants in personal litigation or who testify or appear on behalf of parties and other persons except the City are not eligible for leave with pay unless they request and are approved for PTO or personal days under Article 16.
- B. Unless they are parties in the action, members subpoenaed by the Florida State Attorney's Office as witnesses for the State shall receive their normal pay less any witness fees received from the State under the same conditions as applied to jury duty under Section 14.3(A)-(D).

14.3 Jury Leave.

For members called to jury duty, the City shall make up the difference between a regular full-time member's pay for his normal schedule provided the member:

- A. Advises the Chief no later than three (3) working days before he is to report for jury duty or when he is first advised, whichever first occurs.
- B. Returns to duty each day he is released from jury duty when two (2) or more hours remain on his scheduled work day or shift unless he gets permission from the Chief, or his designee, not to return.
- C. Provides the City with a copy of his check for jury pay.
- D. A member who attends court or serves jury duty under the conditions described in paragraph 14.1 above while on vacation leave shall be allowed to reinstate PTO hours served in court providing satisfactory evidence of the time served on such duty is presented to the City.

14.4 Return to Work.

Members who attend court or any other legal or administrative proceeding for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released.

14.5 Reporting.

A member subpoenaed to attend court, give a deposition, attend any administrative hearing, or serve jury duty shall promptly notify his immediate supervisor so that arrangements can be made for his absence.

ARTICLE 15: PAID TIME OFF (PTO)

15.1 Definition.

Paid Time Off (PTO) is an all-inclusive flexible time off policy in place of traditional individual vacation, sick, injury, and personal leave programs. It does not apply to Jury Duty or bereavement leave. PTO is an employee benefit. It is a program to allow employees an established amount of paid absence without regard to the reason, however subject to the requirements and restrictions set forth below.

15.2 Eligibility.

All full-time employees will be eligible to accrue PTO time. No other employees, including Part-time employees shall accrue PTO.

15.3 Usage of Leave.

PTO leave may be used for the following purposes (subject to 15.5 below):

- A. Approved.
- B. Bona fide sickness or injury.
- C. Absence for any number of personal reasons, such as:
 - 1. Medical and dental appointments and treatment which is necessary during working hours.
 - 2. Absences for personal business which cannot be conducted during off duty hours.
 - 3. Holidays other than those observed by the City as official holidays.
 - 4. Maternity/paternity leave.
 - 5. Caring for immediate family members who are ill.
 - 6. Any other approved absence.
- D. To supplement FMLA leave, or a Workers' Compensation absence, only to the extent necessary to make up the difference in all compensation received from any source and the employee's straight time weekly earnings or salary whichever applies.

15.4 Accrual.

- A. Commencing the first payroll following ratification of this Agreement, full-time employees shall accrue PTO leave each payroll as provided in 15.4(C) below:
- B. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.

C. Accrual Rates.

<u>Completed Continuous Months of Service</u>	<u>Bi-weekly Accrual</u>	<u>Annual Accrual</u>	<u>Max Accrual End of FY</u>
0 to 59 months	7.385 hours	192 hours	360 hours
60 to 119 months	9.692 hours	252 hours	420 hours
120 + months	12.000 hours	312 hours	480 hours

15.5 Approval.

- A. In order to ensure effective operational scheduling, PTO time should be requested as far in advance as possible, but in no event less than one (1) workday before the leave is to commence unless the failure to make a timely request is determined by the employee's department director to be for reasons beyond the control of the employee if it does not cause overtime. Scheduled PTO may be taken with less advance notice if available slot remains.
- B. In the case of unforeseen sickness or injury of the employee or an immediate family member, the employee must advise his/her supervisor or Department Director as soon as possible, but not later than one hour before the employee's scheduled reporting time unless prohibited from doing so for reasons determined by management to be beyond the control of the employee.
- C. When a leave is for FMLA or an absence resulting in three (3) consecutive days, or two consecutive shifts for Fire Department personnel due to sickness or injury, the employee must provide a medical return to work approval from a medical doctor or other health care professional acceptable to management to return to work.
- D. Approval may be withdrawn to meet manning requirements or operational needs.

15.6 Charging Time.

PTO time will be charged for the time the employee is away from work in increments of not less than one (1) hour, except in the case of an excused absence under Section 15.5(B) or FMLA under Section 15.5(C). The minimum shall be one half (1/2) hour.

15.7 Unused PTO Time.

Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 360 hours (for employees with less than 5 years of service), 420 hours (for employees with more than 5 years but less than 10 years) and 480 hours (for employees with more than 10 years of service). Hours in excess of these maximums at the end of the fiscal year will be forfeited.

15.8 Payment of Unused PTO.

- A. Subject to subparagraph D below, upon any form of separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 240 hours (for

employees with less than 5 years of service), 300 hours (for employees with more than 5 years but less than 10 years), and 360 hours (for employees with more than 10 years of service).

- B. Should an employee die while in service, any balance of unused PTO hours to a maximum of 224 hours (for employees with less than 5 years of service) 280 hours (for employees with more than 5 years but less than 10 years), and 336 hours (for employees with more than 10 years of service) will be paid to the designated beneficiary listed on the form for his/her employee's City life insurance.
- C. Payment shall be at the employee's base hourly rate at time of employment termination.
- D. An employee terminated for any of the following reasons shall not be entitled to be paid unused PTO hours at the time of severance:
 - 1. Use of official position for personal advantage.
 - 2. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, Workers' Compensation, or any other benefit.
 - 3. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
 - 4. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, or City property, while operating or riding in or on City equipment. Police Officers transporting controlled substances or alcohol as evidence are excluded from this provision.
 - 5. Stealing from the City.
 - 6. Intentionally causing the City to be found in violation of Federal or State law.

15.9 Unused Sick Leave Balance.

- A. Upon implementation of this policy, sick leave balances as of the date of ratification of this agreement will be retained and only be available for use in a "catastrophic" situation. Catastrophic is defined as any illness lasting longer than seven (7) consecutive working days, or three (3) consecutive shifts for fire personnel. To receive payment, the employee will be required to submit forms the City requires to be completed and a medical excuse acceptable to the City.

Upon separation of employment, or death while in service, the hours remaining in the employee's sick leave bank will be paid out at the employee's then current hourly rate based on the formula set forth below in subsection B below, provided there shall be no pay out if:

- 1. An employee who resigns and does not give at least fourteen (14) calendar days written notice of the intention to resign; or
- 2. An employee terminated for a reason listed in 15.8 (d) above

B.

Years of Service	% of Sick Leave Payment
0-9 years	0%
10-14 years	30%
15-19 years	40%
20 + years	50%

C. Sick Leave Payment at Death

In the event of the employee's death, the amount of Unused Sick Leave Balance to which the employee would be entitled to in 15.9(B) above will be paid to the designated beneficiary listed on the form for his/her City life insurance.

15.10 Catastrophic Illness Leave.

There shall be a catastrophic sick leave bank (CSLB) into which and from which participating members are eligible to draw in the case of catastrophic illness or injury once they have exhausted all accumulated sick leave as follows:

- A. The parties will continue to jointly administer the CSLB according to the following guidelines:
 - 1. Participation shall be established by fifty-six (56) hour members contributing twenty-four (24) hours and forty (40) hour members contributing eight (8) hours of their PTO to the CSLB.
 - 2. Participants must have been continuously employed as a member for one (1) year. Fifty-six (56) hour members must have at least ninety-six (96) hours of accumulated PTO and forty (40) hour members must have 36 hours of accumulated PTO. Participants must have authorized the City in writing to transfer their contribution and such authorization shall remain effective until withdrawn by written notice to the City Administrative Services Director and the Union.
 - 3. The City will transfer the contributions to the CSLB.
 - 4. Hours contributed become property of the CSLB and cannot be refunded.
- B. A Committee of three (3) members of the bargaining unit appointed by the elected officials of Local 4966, IAFF, shall administer the CSLB. All disputes arising from the implementation of this section shall be resolved by the Committee, which shall have final authority.
 - 1. The Committee shall notify the Human Resources Administrator when a member applies and is accepted to participate in the CSLB.
- C. Participants may withdraw from the bank according to the following procedures:
 - 1. The participant must produce a physician's certification stating they suffer from a personal debilitating illness or injury and has used all unused sick leave balance. The City reserves the right to require a second physician's opinion.
 - 2. Maximum withdrawal(s) for any one (1) illness, injury or complications arising thereof, shall be eight hundred and six (806) hours. The maximum withdrawal(s) may be increased by mutual agreement between the City and the Union. Withdrawals shall be granted in increments of sixty-seven point two (67.2) hours.

3. Allocations shall be determined by the Committee upon written applications accompanied by a doctor's certificate of incapacity to return to work.
 4. Hours used from the bank may not result in double compensation when combined with other benefits such as Workers' Compensation.
 5. The Committee shall develop such additional rules, restrictions and procedures as necessary to efficiently administer the program and prevent abuse.
 6. Subject to the provisions of this Article, the City shall disburse withdrawals approved in writing by the Committee at the participant's regular straight time rate of pay.
 7. Participants shall accrue all benefits while in CSLB.
- D. There shall be no contribution to the CSLB which shall cause the CSLB to exceed three thousand five hundred (3,500) hours, provided employees not in the CSLB can make the minimum contribution as provided in Section 15.10(A)(1) in order to become members of the CSLB.
- E. Progression of Leave Benefits.

In the event an employee is unable to work due to a non-job-related injury or illness, the employee will utilize leave in the following order:

First: The first two consecutive 24-hour shifts following the off-duty injury/illness, the employee shall receive full base pay utilizing accumulated PTO.

Second: From the third consecutive shift following the off-duty injury-illness through the completion of the twenty-fourth (24th) week following the injury/illness, the employee shall receive sixty percent (60%) of pre-injury base pay as a taxable benefit as provided by CSLB and supplemental leave benefits necessary to bring total compensation including CSLB up to one hundred percent (100%) of per injury/illness base pay levels, using leave in the following order:

1. Any hours remaining in the employee's accumulated unused sick leave bank must be exhausted prior entering catastrophic leave, then
2. Any PTO hours the employee has remaining may be used to supplement the employees pay to one hundred percent (100%) of pre injury/illness levels through the end of the CSLB period.

ARTICLE 16: HOLIDAYS

16.1. Holidays.

Holidays recognized by the City under the PRR are normal workdays for employees on a Section 7(k) schedule.

Forty (40) hour employees shall be granted those City recognized holidays as listed in the PRR.

16.2. Personal Leave Day.

Employees on a Section 7(k) schedule will be entitled to two (2) paid Personal Leave Day each FY, provided, they have been employed six (6) consecutive months. The Personal Leave Day shall be treated procedurally in the same manner as scheduled PTO requests (they must be in writing and approved by the City). Should the member not be able to take the Personal Leave Day during the contractual year because of scheduling by the City, they will be paid twenty-four (24) hours pay at their straight time rate, at the end of the contract year, otherwise Personal Leave Days not taken by the end of the FY shall be lost.

Forty-hour members will be entitled to two (2) paid Personal Leave Days each FY, provided, they have been employed six (6) consecutive months. The personal day shall be taken as a full day and requested in writing on the proper leave form prior to the chosen day. The personal leave day shall be treated as a holiday and therefore is not subject to accrual. The day will be used in the fiscal year, unless departmental management denies the request due to scheduling problems. In this event, the employee shall be compensated for the personal day (at their straight time rate) to which the employee was entitled but not able to use prior to the end of the fiscal year.

16.3. Special Holidays.

- A. Members covered by this Labor Agreement shall also enjoy all special holidays that are observed by the Employer during the term of this Agreement. Special Holidays are defined as non-regularly scheduled holidays established through City Commission action to commemorate a special event or occasion not regularly provided in other Employer documents.
- B. Any special holidays granted per Section 16.3 shall be compensated monetarily for fifty-six (56) hour work week employees at twelve (12) hours regular pay.

ARTICLE 17: GENERAL LEAVE WITHOUT PAY

17.1. Leave of Absence Without Pay Except FMLA Leave.

For leaves without pay, except FMLA leave, or as otherwise provided in this Agreement, the following shall apply:

- A. A regular full-time employee may be granted leave of absence without pay for a period not to exceed one (1) year (inclusive of FMLA leave) for sickness, disability or other reasons considered by the City to be in its best interest. Such leave shall require the prior approval of the Chief and the City Manager.
- B. If for any reason the leave of absence without pay is granted, such leave may subsequently be withdrawn, and the employee recalled to service if determined to be operationally necessary by the City.
- C. All members on leave of absence without pay are subject to these rules.
 - 1. Subject to applicable law, leave without pay shall be granted only when the City determines it will not adversely affect the interests of the City.
 - 2. Failure of a member to return to work upon expiration of approved leave shall result in termination from the City, absent any unforeseen circumstances as determined by the City Manager.
 - 3. A member granted a leave of absence without pay, and who wishes to return before the leave period has expired, must make a request to return early to the Chief as soon as possible to discuss the possible return to work.
 - 4. No PTO leave, or holiday pay will be accrued or earned by a member for the time that the member is on leave without pay.
 - 5. A member, who obtains employment elsewhere, while on authorized leave of absence without pay, will be terminated by the City unless approval has been obtained in advance from the Chief and City Manager.
- D. A member returning from a leave of absence without pay shall be entitled to employment in the same department and position as when the leave began, providing an opening exists. If no vacancies exist, the member may be offered a lesser position for which he is considered by the City to be qualified. If no such vacancies exist at the time, the member may be terminated or the leave extended at the option of the City.

17.2. Effect of Leaves on Insurance Coverage.

- A. Compensable Leave. The City shall continue the employee's group life and hospitalization insurance during compensable leave of absence provided the employee pays his share of the premium.
- B. Workers' Compensation. The City shall continue the employee's group life, dental and hospitalization insurance during an unpaid leave of absence due to a valid Workers' Compensation injury or illness, provided the employee pays his share of the premium, if applicable. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the City for all premiums paid in his behalf during the injury. Failure to repay the City such premium upon demand or under terms agreeable to the City will result in termination of employment, and loss of

accumulated PTO, sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect the premiums by any means allowed by law.

- C. Other Non-Compensable Leave. If an employee is on an unpaid leave of any type other than FMLA leave, he shall be responsible to pay the full premium for group life and hospitalization insurance beginning the month in which the leave began. The employee shall be entitled to continue coverage for the period of the leave provided he pays the premiums subject to any restrictions imposed by the insurance carrier.

ARTICLE 18: GENERAL PROVISIONS

18.1. Residency.

Members covered by this Agreement may reside wherever they wish provided it does not adversely affect their ability to report to work as scheduled and on time.

18.2. Prevailing Rights.

- A. Members covered by this Agreement are entitled to the benefits and rights of and subject to the responsibilities of the Personnel Manual of the City, which are not covered in this Agreement. Disputes under the PRR, except for disciplinary matters, shall be resolved under Section 13 of the PRR and not under Article 9 of this Agreement. If any conflicts occur between this Agreement and the City PRR, this Agreement shall take precedence. All rights, privileges and working conditions enjoyed by the members at the present time, which are not included or addressed in this Agreement shall be presumed to be reasonable and proper and shall not be changed arbitrarily or capriciously which shall mean without any reasonable business or operational reason.
- B. The City has the right to adopt and to change General Orders and Departmental Regulations, which are not in violation of any specific provision of this Agreement, and to enforce same. At the time of drafting of General Orders or amendments to General Orders, written input shall be requested from the Union and any input given by the Union shall remain as an attachment to the proposed General Order until adoption by the City.
- C. Members shall be furnished with a copy of any written reprimand, which they shall be required to sign. Signature of the reprimand shall serve as acknowledgment of receipt only and shall not constitute acceptance of the disciplinary action.
- D. The Union shall be allowed consultation privileges in the establishment of criteria upon which merit increases and bonus awards are granted.
- E. At the City's option, members covered by this Collective Bargaining Agreement shall be entitled to enjoy the benefits resulting from participation in special member programs that are observed by the City during the term of this Agreement. Special member participation programs shall be defined as infrequent or sporadic public service activities, for example: donations of blood to blood banks, nonprofit fund-raising affairs, etc.

18.3. Appendices and Amendments.

No appendices and/or amendments can be made to this Agreement unless they are lettered, dated and signed by the Union and the City and properly ratified.

18.4. Printing of Agreement.

The Employer will make available an electronic copy of this Agreement for all members of the bargaining unit through the Employer's website and internal electronic files.

18.5. Workers' Compensation.

- A. The City will supplement Workers' Compensation for up to three (3) months at the employee's regular straight time rate of pay. This supplement is limited to the number of hours of the employee's regular schedule. After three (3) months, the employee may use accumulated but unused PTO, vacation and sick leave from the frozen banks leave to supplement Workers' Compensation subject to the limitations set forth in this Agreement.

- B. Injury or compensable illness shall be determined to have been incurred while on duty with the City only if such injury is a compensable injury under Florida's Workers' Compensation Law.
- C. Length of disability shall be determined by the City's physician in accordance with the Workers' Compensation Law.
- D. PTO accrual shall continue for a maximum of twelve (12) months for members who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness unless placed on leave without pay status.
- E. If the member's claim is later determined by law to be invalid, the member shall reimburse the City for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued PTO leave used to supplement Workers' Compensation. Failure to repay the City upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated PTO leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect by any means allowed by law.

18.6. Light Duty.

- A. If a member is released by a physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Light duty is not guaranteed, and the City shall not be required to create a position or work to accommodate a light duty request. If there is a position vacant at the time of the light duty request, for which the member is qualified and meets the requirements outlined by the member's physician, the member may be temporarily placed in that position. Refusal to accept a light-duty assignment by the City Manager, or his designee, which the member is capable of performing in accordance with applicable law will result in termination of employment.
- B. The member will be paid his normal hourly rate for light duty work; provided; members on a Section 7(k) schedule in the Fire Department who are assigned light duty on another schedule shall have their normal hourly rate multiplied by 1.40.
- C. No sick PTO leave will be charged for those hours worked while on light duty.

18.7. Maternity Leave.

- A. Maternity leave is a period of approved absence for incapacitation related to pregnancy and follows the specified rules outlined in the Family/Medical Leave Act.
- B. The time when a pregnant woman should leave or return to work will be determined on an individual basis and will depend on the physical condition of the particular employee and the nature of the employee's job.
 - 1. An employee will be permitted to continue to work as long as the conditions of the pregnancy do not adversely impair the employee's work performance or health. The judgment of the Department Director and the City Manager concerning the beginning of maternity leave shall be based on the written medical opinion of the employee's physician, the nature of the job and/or the employee's ability to perform essential tasks.
 - 2. The date an employee shall return to work following maternity leave may be based on a medical statement from a certified physician stating that the employee is able to perform the essential tasks of the employee's position. It shall be the responsibility of the employee to obtain and submit the physician's medical statement.

18.8. Uniforms.

All uniforms, shorts, T-shirts, Job shirts, safety shoes, hats, and protective clothing and devices (i.e., helmets, face protection, etc.) required by the City to be worn on duty by members covered by this Agreement shall continue to be furnished without cost to the members by the City, with the exception of IRS taxing requirements. However, if the member loses or abuses any of the furnished clothing or equipment, the costs for replacement of such shall be borne by the member.

18.9. Indemnification.

To the extent allowed by applicable law, the City shall provide a defense in all suits against members covered by this Agreement and protect said members from any liability as long as they are acting within the scope and authority of their employment.

18.10. Damaged Personal Property.

- A. Prescription eyeglasses, contact lenses, hearing aids, and watches of members that are lost, damaged or destroyed in the line of duty, except through member negligence, shall be replaced or repaired at the City's expense subject to the following restrictions. The City shall not be held responsible for any other personal property, which is lost, damaged or destroyed in the line of duty.
 - 1. The maximum reimbursement for prescription eyeglasses, contact lenses and hearing aids shall be the cost of replacing the precise item with one of equal quality or two hundred fifty dollars (\$250.00), whichever is less.
 - 2. The maximum reimbursement for watches shall be the cost of replacing the item with one of equal quality or one hundred fifty dollars (\$150.00), whichever is less.
 - 3. Requests for reimbursement for the lost or damaged personal property shall be made in writing to the member's immediate supervisor during the work shift in which the article of personal property was damaged or lost.
 - 4. Except when lost, the item for which reimbursement is sought must be turned in along with the written request for reimbursement.
 - 5. Reimbursement for lost or damaged personal property must be approved by the City.

18.11. Outside Employment.

- A. Members will not engage in outside employment which may in any way hinder the proper performance of their public employment duties or impair the efficiency of the Fire Department as determined by the City.
- B. No member shall engage in outside employment with, render services for, any person or business transacting business with any agency or department of the City without approval of the Chief.
- C. Members who engage in secondary employment shall do so only with approval of the Chief and the understanding and acceptance that their primary duty obligation and responsibilities are to the City. Members who engage in secondary employment will provide a source of telephone communications with the place of off-duty employment, and such information shall be kept current at all times.
- D. All members are subject to call at any time for emergencies for mandatory overtime duty, and no secondary employment may interfere with this obligation. Members may be subject to disciplinary action under this section if they fail to report for emergency or overtime duty after being ordered to do so.

- E. The City may require proof of Workers' Compensation coverage by the outside employer when the employee works for an employer other than himself. A member shall not drive any City owned vehicle to his outside employment, nor take any City owned equipment to said employment.
- F. Members may not work at outside employment while on an unpaid leave of absence from the City, except with the authorization of the Chief.
- G. Members who are injured while working another job or jobs are required to notify the Chief, or his designee, immediately.

18.12. Letters of Recommendation.

- A. The members and/or the Union shall not make comments to prospective employers of members who have retired from or otherwise terminated employment with the City. All communication with prospective employers about former employees shall be by City Manager, or his designee.
- B. The City agrees that a member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.

18.13. Ordinances.

The City shall notify the Union of any ordinance to be enacted by the City prior to its adoption if such ordinance may affect the working conditions, benefits or retirement of the members.

18.14. Group Insurance and Carousel Benefit Program.

- A. Group Insurance
 - 1. Health Insurance. The Employer shall provide health insurance selected by the Employer to include dependent coverage at the option of the employee. In the event that more than one (1) plan is offered, the Employer shall pay the individual premium cost for the lowest plan offered.
 - 2. Dependent Coverage. The employee shall have the choice of plans offered by the Employer and shall be responsible for the premium cost for dependent coverage not paid by the Employer.
 - 3. Life Insurance. The Employer will provide life insurance coverage for employees in the amount of one times the employee's annual base salary. This coverage will be in addition to any life insurance required by state law, if any, for a particular classification or group of employees.
 - 4. Retirees. Upon retirement under a City sponsored retirement plan, a retiree shall be allowed to continue participation in the City Group Medical Plan for himself and his dependents at his own cost under conditions acceptable to the City as to payment, subject to the terms of the Plan and applicable law.

B. Carousel Benefits Program

1. A member may elect not to participate in the City Group Medical Insurance Plan upon proof acceptable to the City that the member is covered by another health plan.
2. A member wishing to opt out of the City Group Medical Insurance Plan shall complete the forms and supply proof of other coverage with the Personnel Office.
3. If approved by the City, the member will be paid the same as other City employees who opt out in lieu of Group Medical Insurance coverage for those weeks he would have been covered by the City plan but for his opt out.
4. The member may utilize the amount received as he wishes, including participating in voluntary benefit plans offered by the City.
5. It is the obligation of the member to advise the City in writing immediately in the event the member no longer has other Group Medical Insurance or the plan on which the City allowing the opt out has changed.
6. The City reserves the right to withdraw its approval of a member's opts out at any time for failure to provide satisfactory proof of alternative coverage, and to change benefit options available to all City members.

18.15. Educational Reimbursement Program.

Section 25 – Educational Incentives and Benefits – of the City PRR is attached hereto and incorporated herein as a part of Appendix III.

18.16. Travel Pay.

When a member is ordered to report to another station after reporting to the member's regular duty station and the member used his/her personal vehicle to travel to the other station, the member shall be paid mileage in accordance with GSA standards for personal vehicle use for the actual miles traveled from the regularly assigned duty station to alternate duty station. Payment shall be made from petty cash or by check at the City's option.

18.17. Drugs and Alcohol.

- A. PRR Section 24 is attached hereto and made a part hereof as part of Appendix II.
- B. A member shall have the right to have a Union representative present at any meeting with management involving his possible violation of this Section 18.17 provided that no undue delay is caused.

18.18. Smoking and Use of Tobacco Products.

- A. The City agrees to hire only members who do not smoke or use tobacco products on or off duty.
- B. Smoking or using any tobacco product, on or off duty shall be grounds for immediate dismissal.
- C. Other than provided above, PRR Section 26.01 shall apply to members.

18.19. Section 457 Plan.

Employees of the City shall be afforded the option of participating in an IRS qualified retirement program governed by the Internal Revenue Code 457 offered to other City employees, which shall include the IAFF Financial Corporation 457 Plan, provided it is and remains IRS qualified. Employees will be entitled to transfer 457 Plan assets to the plan of choice without penalty by the City. Any additional cost of this IAFF 457 Plan over and above the cost of the current plans shall be borne by the Union. Unless otherwise provided by applicable law, the City shall have no obligation under this IAFF 457 Plan other than to make employee contributions to the Plan from the employee's City earnings as allowed by law and as directed in writing by the employee.

ARTICLE 19: INOCULATION

The City agrees to pay reasonable expenses for inoculation or immunization shots for members and the member's immediate family residing in the member's household when such becomes necessary as a result of said member's exposure to contagious diseases in the line of duty. The member shall make all reasonable efforts to have this service performed at no cost by the County Health Department or other agency.

ARTICLE 20: HEALTH AND SAFETY

20.1 Safety Committee.

- A. In accordance with provisions of Florida Statutes Florida Firefighters Occupation Safety and Health Act 633.502 - 633.536, Management will provide and maintain safe working conditions. The Union Local 4966 will cooperate and encourage the employees to work in a safe manner.
- B. There shall be established a joint Health and Safety Committee which shall be comprised of six (6) members. Of those four (4) members, two (2) shall be Union appointees; two (2) shall be management appointees, one of whom shall be the designated the department safety officer. The Fire Chief or Union President or his/her designee may remove and replace their appointee(s) to the Safety Committee upon fourteen (14) day written notification to the Safety Committee.
- C. The Health and Safety Committee shall meet no less than quarterly. Special meetings may also be called at other times by a majority of the committee or as the City or Union request. Such special meetings may supersede regularly scheduled quarterly meetings.
- D. The purpose of such meetings shall reflect the purpose established by Florida Statutes section 633.
- E. The committee shall elect a chair and maintain accurate minutes and communicate the availability of the minutes to all firefighter employees. A majority of members shall constitute a quorum and is required before official business may be transacted at a meeting. The City and Union encourage the committee to distribute information germane to the health and safety of the Fire Department members as approved by the committee and Fire Chief.
- F. The committee shall serve in an advisory capacity to the Fire Chief. Any recommendations made by this committee shall not be binding upon management and final action regarding any such recommendation, either to accept or reject the recommendation as submitted, shall be in the sole discretion of the Fire Chief. However, all decisions of the Fire Chief regarding said recommendations will be given, in writing, within thirty (30) days of receipt of the recommendation from the committee.
- G. The committee shall also provide a report to the Fire Chief, prior to budget preparation regarding concerns about facilities, apparatus, equipment and clothing. In order to achieve the goals of providing the best available protective equipment for all employees, all new clothing and equipment which features a design change shall be submitted to the joint health and safety committee.
- H. The department shall work towards incorporation of NFPA (National Fire Protection Agency) 1500 Standard on a voluntary basis. The committee chair shall be responsible for maintaining the NFPA 1500 Fire Department Occupation Safety and Health Program tracking system, updating annually no later than February 1st. This updating shall identify costs, justifications, and funding source(s) for new safety programs and equipment required to meet the objectives of NFPA 1500. Equipment purchased under this provision shall comply with NFPA Standards in effective at time of order.

20.2 Recommendations.

The City shall make reasonable efforts to provide and maintain safe working conditions. To this end, the Union shall cooperate and encourage the members to work in a safe manner. The City shall receive and consider written recommendations with respect to safety matters from any member, the Safety Committee or the Union collectively and respond in writing within thirty (30) working days.

20.3 Equipment and Devices.

The City shall provide proper and necessary safety equipment and devices are deemed necessary by the City. Such equipment and devices, where provided, shall be used. Failure by members to utilize provided equipment or devices shall be subject to disciplinary measures.

20.4 Return of Uniforms and Equipment.

In the event a member leaves the employ of the department, the member shall return all uniforms and safety equipment to the department.

20.5 Reporting.

Members shall immediately report any and all unsafe or potentially unsafe conditions to the Chief, or his designee. After discussion with the Chief, the Safety Committee may report to the City Manager any condition it considers unsafe that has not been resolved in a reasonable time by the Chief.

ARTICLE 21: SENIORITY, LAYOFF AND RECALL

21.1 Definitions.

- A. City seniority shall be defined as the length of time since the member's most recent date of employment or re-employment with the City. City seniority shall be used for purposes of determining service awards and other matters based on length of continuous service with the City.
- B. Classification seniority shall be defined as length of continuous employment in a classification. Classification seniority shall be used in a consideration for layoff, recall, merit reviews and promotions.
- C. Departmental seniority shall be defined as length of continuous employment in the Fire Department. Departmental seniority shall be used for the purpose of scheduling vacations.
- D. Classification shall be defined as a group of members who share similar work duties as established by the City, i.e., Firefighter/EMT, Firefighter/Paramedic, Lieutenant/EMT, Lieutenant/Paramedic, etc.

21.2 Seniority Accrual.

Unless the law requires otherwise, seniority shall accrue during active pay status and during leaves without pay status, which do not exceed thirty (30) consecutive calendar days. Leaves of absence without pay for periods in excess of thirty (30) consecutive calendar days shall cause the seniority dates to be adjusted.

(EXAMPLE: If a member takes a leave of absence without pay for a six (6) month period and then returns to work, the member's seniority does not include the six (6) months period of leave without pay.)

21.3 Probation.

- A. All new members shall be placed on twelve (12) months probation in accordance with the following:
 - 1. Upon graduation from the Fire Academy, or
 - 2. From the date of hire if the new member has previously fulfilled the requirements of the State of Florida Firefighters Standards Council; or
 - 3. From the date of promotion if the member has been promoted or reclassified.
- B. Members on probation under A (1) and (2) above serve at the will and pleasure of the City.
- C. In the event a promotional appointee is found to be unable or unwilling to perform the duties of the position to which the member was promoted, the member shall be returned to the position and status held immediately before the promotion, if the position is vacant; or the member may be transferred to a vacancy within the same pay range subject to the approval of the Chief. If there are no vacancies, the member may seek to bump under Section 21.5 and if unable to do so will be dismissed but may be considered for any future vacancies for which the member is qualified.
- D. Extension of probation. Members out on leave or working light duty, while on probation will have the probationary period extended, on a day-by-day basis equal to the amount of leave time taken light duty time worked. Members shall not be removed from initial or promotional probation without the express, written approval by the Chief and City Manager.

Loss of Seniority.

Seniority shall be preserved except in the following cases:

- A. Separation from employment.
- B. Layoff exceeding twelve (12) months.
- C. Absence without authorized leave for two (2) work shift(s).
- D. Failure to report to the City the intention of returning to work within three (3) calendar days of receipt of certified mail of a recall offer notice.
- E. Failure to return from Military Leave within the time limits prescribed by law.

21.4 Layoff/Bumping.

- A. In the event of a layoff, the City shall notify the Union as far in advance as possible.
- B. There shall be three (3) classifications under this section, being Firefighter/Paramedic, Firefighter/EMT and Lieutenant.
- C. In the event the City decides to lay off members within a classification, the Chief will determine the number to be laid off, and the City will first lay off those members employed on a probationary basis in the classification.
- D. If further layoffs are necessary, selection from among regular, full-time members in the classification shall be made as follows:

Classification seniority shall be determinative as between employees the Chief determines have the same ability and skills to perform the work.

- E. The senior Lieutenant, who would otherwise be laid off, depending on whether he is a Paramedic or an EMT, may bump the junior Firefighter/Paramedic or Firefighter/EMT over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.
- F. The senior Firefighter/Paramedic who would otherwise be laid off may bump the junior Firefighter/EMT employee over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.
- G. The employee who bumps into a lower classification under paragraphs (E) or (F) above shall be paid in the classification to which he bumps just as if he were demoted.

21.5 Recall.

- A. Subject to Section 21.7 below, members in layoff status shall retain reemployment rights for twelve (12) months and shall have preference to employment over other outside applicants on eligibility lists.
- B. Recall shall be by job classification in reverse order of layoff so long as the employee to be recalled is qualified to perform the job.
- C. Recall shall be made by certified mail to the last address in the City's records. Within three (3) calendar days of receipt, the laid off member must advise the City in writing of the intention of

returning to work. Return will be arranged between the Chief and the member but must be within fourteen (14) calendar days of the member contact with the Chief unless the Chief agrees otherwise. If there is no response from the member within ten (10) calendar days from the date of mailing, the employee shall no longer have recall rights and shall be re-employed only at the option of the City.

- D. A laid off member who is temporarily unable to accept recall due to medical reasons, as certified by an attending physician, may request to be placed in a leave of absence without pay status for a period not to exceed thirty (30) calendar days.
- E. A member recalled within twelve (12) months of the layoff date shall keep the same seniority dates as had existed before the layoff.

21.6 Permanent Layoffs.

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectation to return to work. Such layoffs will be designated permanent and the members laid off shall not be eligible for recall.

- A. Full-time members who have completed their initial probationary period and who are scheduled to be permanently laid off for lack of work, funds or other reasons where there is no fault on the part of the member shall be eligible to receive severance pay as follows:
 - 1. One (1) week of pay at their straight time hourly rate or salary, whichever applies, less statutory deductions, for each full year of service as an employee of St. Pete Beach, capped at twelve (12) weeks.
 - 2. The member's last annual performance evaluation must be satisfactory or better and the member must be on active duty not on leave of absence or suspension without pay.
 - 3. The member must have unsuccessfully sought to bump, unless there is no job to which the member may bump covered under this Agreement.
 - 4. The member must execute a release of all claims drafted by the city, including the right to file a grievance under this Agreement, as well as any and all judicial and/or administrative claims.
- B. Members who have recall rights may elect to retain recall rights in lieu of severance pay as provided in this Section.

ARTICLE 22: PROMOTIONS AND TRANSFERS

22.1 Promotion.

- A. The City shall establish and maintain promotional criteria upon which promotional examination shall be made. The Union shall be allowed consultation privileges in the establishment of such criteria. All promotions shall be based upon formal examination, which is to include both written and oral elements.
- B. Promotions shall be based upon the requirements of the job position to be filled and the qualifications of the persons under consideration. The City shall include at least the following qualities in the promotional criteria:
 - 1. Post high school education including fire service training courses.
 - 2. Administration, management or supervisory training or experience in the fire service or related field.
 - 3. Responsible experience in the fire service or related field.
 - 4. Performance evaluations.
 - 5. Be an employee of the Department for three (3) continuous years.
- C. All members with the minimum qualifications shall be eligible to take promotional examinations.
 - 1. The selection shall be made as follows: Written, oral and practical examinations shall be given by the Chief, or his designees.
 - 2. Notice of the examinations, a listing of the study materials, the minimum qualifications for taking the examinations, and the minimum qualifying score on the examinations, if any, shall be posted on the Departmental bulletin boards not less than sixty (60) days prior to the first examination in the series.
 - 3. The Chief shall select from among the five (5) candidates with the highest total scores on the examinations when a permanent vacancy arises.
 - 4. Members on the promotion list will be removed if they are disciplined by suspension without pay, or demotion.
 - 5. The list shall be valid for eighteen (18) months.
- D. A member who is promoted to a position in a higher grade shall receive an increase in pay. The new pay shall be at the pay step within the new pay grade, which is a minimum of five percent (5%) above the member's current pay step. Progression of the member from the current step to the next higher step in the pay plan shall continue in accordance with APPENDIX I of this Agreement on the individual member's anniversary date in the new classification.
- E. A member who receives a lateral transfer to a new position at the same grade level shall not be eligible for an increase in pay. The lateral transfer shall not affect the anniversary date in classification.

- F. A member who is demoted to a position in a lower grade shall receive a decrease in pay to the STEP in the new classification necessary to reduce the member's pay by not less than five percent (5%). The new pay shall be frozen for two (2) calendar years following the demotion or until the new pay is equal to or less than the appropriate pay STEP for the new position wherein the member shall be entitled to progress from the demoted STEP to the next higher STEP in the pay plan in accordance with Section 24.2 of this Agreement.

22.2 Transfers.

- A. All members in this bargaining unit shall have the right to request a transfer to any vacant position.
- B. Except for promotions under Section 22.1, when a position is vacant in the Fire Department, members desiring transfers to that position must submit written transfer requests to their lieutenant prior to the position being advertised.
- C. All transfer requests must show present assignment, desired assignment and date of request. Transfer request will be kept on file for six (6) months and may be renewed if requested in writing by the member.
- D. Departmental seniority shall be considered when filling a position by transfer. Final authority for any transfer rests with the City.
- E. When a member is transferred from Firefighter EMT to Firefighter Paramedic, the new pay shall be at the pay step within the new pay grade, which is a minimum of five percent (5%) above the member's current pay step before the transfer. The transfer shall not change the employee's anniversary date.

ARTICLE 23: WORK WEEK AND OVERTIME

23.1 Hours Worked.

- A. The workweek shall consist of seven (7) consecutive days, commencing on Monday at 12 o'clock midnight and ending the following Sunday at 11:59 PM.
- B. The work period shall be two hundred twelve (212) hours in a twenty-eight (28) day work cycle with a normal schedule of twenty-four (24) hours on and forty-eight (48) hours off.
- C. Work hours include all time a member is required to be on duty or on the Employer's premises, or at a prescribed work place, provided time spent in attendance at educational courses, meetings or seminars shall not be considered work hours unless said educational time is mandatorily required by the Employer. Continuing education courses, attended for the purpose of maintaining state or county certification shall not be considered as work hours if the member has not availed himself/herself of the opportunity to attend such course while on duty. Administration reserves the right to consider special circumstances.
- D. Those members in the classification of Fire Inspector will be on a forty (40) hour per week schedule. The work week shall be Monday through Friday, beginning at 0800 hour and ending at 1700 hour with a one (1) hour lunch period, unless otherwise mutually agreed to by the employee and departmental management.

23.2 Overtime.

A. Overtime

1. FLSA Overtime

Members are paid overtime at one and one-half (1 1/2) their regular rate for all hours worked in excess of two hundred twelve (212) in a twenty-eight (28) day work period.

2. Premium Overtime

Members are paid overtime at one and one-half (1 1/2) their regular rate for all hours in excess of their regular schedule in the fourteen (14) day work period.

3. Time Counted

Actual hours worked ("sweat hours"), PTO, Kelly days, conference/training time, special assignments made pursuant to Section 23.6 below and jury duty shall be considered as hours worked for determining eligibility for overtime under subsections (A)(1) and (A)(2) above. No other time such as unscheduled PTO and personal days shall be considered as hours worked.

B. Regular Rate

The regular rate for members shall be calculated by dividing their base annual salary by 2912.

C. Duplication

There shall be no duplication or pyramiding of overtime or overtime and premium pay.

D. Overtime Call Back

1. As a means by which to compensate members for inconvenience resulting from an ordered return to work on an unexpected basis after completing a regularly assigned shift of work, not to be confused with being held over from one shift to the next; not to be associated or confused with monthly or planned department shift of work, not to be associated or confused with monthly or planned department shift/work schedule or anticipated additional work requirements, overtime pay shall be paid for the actual time worked plus the member shall receive one (1) hour bonus pay, provided the minimum pay per call back occurrence shall be equivalent to three (3) hours of the regular hourly pay, including the one (1) hour bonus pay.
2. A member shall not receive call back bonus pay for more than two (2) occurrences in a twenty-four (24) hour period. If the member is called back to work more than two (2) times in a twenty-four (24) hour period, the member shall be paid for the actual time worked from the beginning of working the first call back period to the end of working the last call back period.
3. A member who is called back either twenty (20) minutes prior to or twenty (20) minutes after the regularly scheduled shift shall not receive the call back bonus but shall receive the overtime pay.
4. Overtime paid at the rate one and one-half (1½) times normal pay rate shall be paid when a member is ordered back to duty due to the declaration of a natural disaster by the Mayor, Governor or U. S. President for all hours worked in excess of regularly scheduled work hours.
5. Overtime call back shall be done by using a rotating list, calling the first qualified member on the list to fill the needed position. If a member cannot be contacted, or declines the overtime, that member's name would remain in the same position on the list. If a member accepts the overtime, their name would be removed from the current list and added to the bottom of the list. In cases of an emergency, upon exhaustion of the list, the first member contacted is required to work the call back; otherwise, the member with the least job classification seniority can be contacted in the classification, called back will be required to work.

If the overtime position needed is less than ten (10) hours in a twenty-four (24) hour shift, the member accepting the overtime will have their name remain in the same position on the list.

If a member is required to work mandatory overtime, (i.e., held over from one shift to another or required to attend mandatory training, or assigned a special event), their name will remain in the same position on the list. For purposes of this Section only, mandatory overtime shall be paid at time and one half regardless of sick leave use during the pay week. A member who works mandatory overtime shall not be required to work more than one (1) mandatory overtime in one (1) pay period.

23.3 Work Schedule of Shift Changes and Transfers.

It is the intent of this Agreement that the City shall not transfer members or make work schedule or shift changes unless it is necessary for the efficient or effective operation of the Fire Department. Whenever

possible, transfers of work schedule or shift changes shall be announced ten (10) calendar days before the change is to take place. Further, the City agrees to consider departmental seniority in developing of work schedule or shift changes whenever practical.

23.4 Exchange of Duty Time.

Upon approval by the Chief, or his designee, members may exchange on-duty time under the following conditions:

- A. There would be no additional burden or expense upon the City.
- B. The request shall be made in writing to the Fire Chief, or his designee
- C. The exchange must be approved by the Fire Chief, or his designee prior to the exchange.
- D. Each exchange of time shall be limited to one (1) twenty-four (24) hour period.
- E. The member being relieved shall not be eligible for Workers' Compensation or other associated benefits, which would ordinarily be connected with an on-duty injury but shall be eligible to receive the regular salary for the fill-in period.
- F. The person working the time shall be covered by all applicable benefits in case of on-duty injury while filling in but shall not receive compensation for the fill-in period.
- G. The member agreeing to fill-in for another shall remain on duty for the full period of time. Time off for the member filling in shall be permitted only in cases of emergency or sickness. However, if the member agreeing to fill-in time for another is sick during the scheduled time change, the member agreeing to fill-in shall be charged for any additional costs incurred by the City as a result of calling in yet another member to fill-in unless specifically exempted by the City as a result of unusual circumstances.
- H. Members shall be allowed trade a "Kelly Day" within shift if done during the same FLSA cycle under the conditions as specified in this article.

23.5 Relief.

It is the intent of the City to provide relief at any working incident, which exceeds four (4) hours.

23.6 Extra Work.

- A. Any type of function or special event within the corporate limits of St. Pete Beach, which would require extra fire or EMS services (as determined by the Employer) to assist with said function or special event shall utilize members before requesting assistance from any other fire or EMS organization.
- B. No member shall be pressured to volunteer services.
- C. When operationally feasible, extra work under subsection A above will be posted three (3) days in advance. Selection from employees who sign up for the work will be made by job classification seniority. If sufficient employees do not sign up, employees will be mandatory assigned in accordance with departmental past practice.
- D. Extra work performed under Section 23.6(A) for outside entities or the City shall be considered as hours worked for determining eligibility for overtime.

ARTICLE 24: PAY PLAN

24.1 Annual Base Salary and Classifications.

- A. Members covered by this Agreement shall be paid in accordance with the Pay Plan during the term of this Agreement. The Pay Plan for the period of this contract is set forth in Appendix I.
- B. Firefighter/EMT status shall be considered to be the minimum requirement for employment with the City. Status in other classifications shall determine eligibility for manning in the other classifications.

Members assigned to other classifications shall be expected to retain their eligibility for their respective assignments. Should a member fail to retain eligibility in an assigned classification, the member shall be reassigned to another status for which the member is eligible in accordance with the provisions of Article 21, Seniority, Layoff and Recall, provided a position in another classification for which the member is eligible is available. Should a position not be available, the member shall be terminated or, at the discretion of the City, transferred to another department or division.

- C. A firefighter is a member who meets the minimum standards established for a firefighter by the State of Florida.
- D. A firefighter/EMT is a member who has successfully completed and passed an EMT training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be an EMT.
- E. A firefighter/Paramedic is a member who has successfully completed and passed a paramedic training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be a paramedic.
- F. A Lieutenant is a member who works in a supervisory position over shift personnel and will be classified as an EMT or Paramedic based on his current qualifications established by the department and the State of Florida for such certification.

24.2 Progression in the Pay Plan.

The City shall complete a performance evaluation on each employee annually on or before the employee's anniversary date. The annual performance evaluation shall determine the member's eligibility progress in the Pay Plan. The City shall be entitled to change the method of the performance evaluation unilaterally. Progression of the Pay Plan during this contract period in a fiscal year (FY) will be as follows:

- A. For FY 2019/2020: Members will progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan with retroactivity as applicable to October 1, 2019.
- B. For FY 2020/2021: Members will progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan; there shall be an 2.5% COLA with retroactivity as applicable to October 1, 2020.
- C. For FY 2021/2022: Members will progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan; there shall be an 0.4% COLA.
- D. Employees have no expectation of any increase in their wages or benefits, including STEP increases, after the date of the termination of this Agreement absent a successor agreement or final action by

the Legislative Body of the City pursuant to FS 447.403, providing for such increases or improvements.

- E. Members shall only be awarded steps as outlined in the attached plan.

24.3 Acting Lieutenant.

- A. Whenever a member is required to serve as an Acting Lieutenant for minimum of one (1) hour, the member shall be compensated an additional one dollar (1.00) per hour for all hours worked in such acting capacity.
- B. All Acting Lieutenant assignments shall be made on the basis of qualifications for such assignments in the judgment of the City.
- C. The Lieutenant assigned to Station 23 shall be paid an additional one dollar (\$1.00) per hour when assigned as shift commander.

24.4 Kelly Days.

Members will be given a twenty-four (24) hour shift off with pay every thirteenth (13th) shift in lieu of paid holidays effective October 1, 2013, but no more than nine (9) in any fiscal year.

Forty (40) hour employees will not be eligible to receive Kelly Days.

24.5 Extra Pay for Special Assignments or Certifications.

Employees shall be eligible for special pay based on State of Florida certification or special assignment by the Fire Chief as follows:

Certification	Eligibility	Extra Pay	MAX/MIN Employees
Engine and Truck Driver	As assigned	.50 cents per hour	N/A
SCBA	When designate by Chief, or designee	12.5 cent per hour	Maximum of three (3)
Acting Lt.	When assigned	\$1.00 per hour For Hours worked in acting capacity	N/A
Shift Commander	When assigned	\$1.00 per hour for hours worked as Shift Commander	N/A
Fire Officer I (State of Florida Certification Required)	EMTs and Paramedics	12.5 cents per hour beginning first pay period after State verification of certification	All EMTs and Paramedics

- A. Loss of Certification will result in cessation of extra pay.
- B. Employees are required to provide evidence satisfactory to the City of current certification and to notify the Chief immediately upon the loss of any certification.

ARTICLE 25: ENTIRE AGREEMENT

- 25.1** The parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.
- 25.2** By mutual agreement, discussions may be held during the contract period on any subject.

ARTICLE 26: SAVINGS CLAUSE

- 26.1** If any article or section of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

Both the City of St. Pete Beach and the International Association of Firefighters believe, and intend, that all provisions relating to pay, overtime pay, holiday pay, bonus pay, and time worked, are in full compliance with the Fair Labor Standards Act as administered by the Wage and Hour Division of the U.S. Department of Labor. All parties to this agreement for themselves and the bargaining unit agree that in the interpretation of this collective bargaining agreement, the greatest weight shall be given towards an interpretation which results in compliance with all applicable wage and hour provisions.

- 26.2** In the event of invalidation of any article or section of this agreement through legislative actions or enforceable rulings from a state or federal court both the City and Union agree to meet within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 26.3** Whenever the male gender is referred to in this Agreement, it shall be construed to include both male and female members.
- 26.4** Should any State Statute numbers change during the term of this Agreement, both the City and the Union agree to meet and replace the changed State Statute number with the new State Statute number which corresponds to the subject matter in the Agreement.

ARTICLE 27: PENSION

The City and the Union agree that the CITY OF ST. PETE BEACH FIREFIGHTERS' RETIREMENT SYSTEM shall remain unchanged unless changed through mutual consent of the City and the Union.

ARTICLE 28: DURATION OF CONTRACT

This contract shall be effective upon ratification by the bargaining unit and the City Commission and shall remain in full force and effect until September 30, 2022

By: _____
Mayor, Alan Johnson

By: _____
Michael Stone, President
Local 4966, IAFF

By: _____
City Manager, Alex Rey

By: _____
Stewart Hehenberger, Vice President
Local 4966, IAFF

Date

Date

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

Issue Considered: Ordinance 2021-10: Amending the Fire Pension multiplier

Date: April 27, 2021

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: Ordinance 2021-10 addresses the negotiated changes to the Fire Pension described previously.

Requested Motion: “I move to approve Ordinance 2021-10 on first reading.”

Attachment: Ordinance 2021-10
Actuarial Impact Statement

Ordinance 2021-10

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR INCREASE IN CITY FUNDED BASE MULTIPLIER; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Code of the City of St. Pete Beach provides for a Retirement System for the firefighters of the City of St. Pete Beach ("City");

WHEREAS, the City and the International Association of Fire Fighters, Local 4966, have entered into a collective bargaining agreement amending the City funded base benefit accrual rate from 2.25% to 2.75%;

WHEREAS, the City Commission of the City wants to implement the change in the base benefit accrual rate agreed to in collective bargaining;

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. Amendments. Section 66-254 Contributions of Article IV of Chapter 66 is hereby amended as follows:

Sec. 66-254. - Contributions.

(a) *Member contributions.* Contributions to the system shall be subject to the following:

(1) *Amount.* Each member of the system who has attained age 55 or 25 years of credited service on December 31, 2012 shall be required to make regular contributions to the fund in the amount of 10.3 percent of his salary. Members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after January 1, 2013, shall be required to make contributions to the fund in accordance with section 66-339 of this chapter until the effective date of this ordinance. Member contributions for the period from the effective date of this ordinance through September 30, 2017, shall be 12.4 percent of his salary.

Member contributions for each fiscal year after that date, shall be determined by the actuary **and will be documented in the annual valuation. The Member contributions** and shall equal four percent of salary plus an amount that reflects the annual cost of the following benefit improvements, determined as of prior valuation date: (1) an increase in the benefit accrual rate for service after January 1, 2013 from 2.25 percent to 3.4 percent; (2) the

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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.

change to the definition of salary effective with the effective date of this ordinance described in section 66-251, Definitions; and (3) the three percent automatic COLA commencing seven years after retirement on benefits accrued on or after January 1, 2013. **Effective beginning with the October 1, 2021 calculation of the additional Member contribution rate above four percent of salary, the calculation will be made as provided for in the previous sentence except that the City-funded base benefit accrual rate in item (1) will be 2.75% effective October 1, 2020. For service prior to October 1, 2020 and subsequent to January 1, 2013, the City-funded base benefit was 2.25%.**

Member contributions withheld by the city on behalf of the member shall be deposited with the board of trustees immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to section 414(h) of the code. Such designation is contingent upon the contributions being excluded from the member's gross income for federal income tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

- (2) *Method.* Such contributions shall be made by payroll deduction.
- (b) *State contributions.* Any monies received or receivable because of state laws for the express purpose of funding and paying for retirement benefits for city firefighters shall be deposited in the fund comprising part of this system immediately and under no circumstances more than five days after receipt by the city.
- (c) *City contributions.* So long as this system is in effect, the city shall make quarterly contributions to the fund in an amount equal to the difference in each year, between the total aggregated member contributions for the year, plus state contributions for such year, and the total cost for the year, as shown by the most recent actuarial valuation of the system, but in no event shall the city's annual contribution be less than two percent of the total salary of members. The total cost for any year shall be defined as the total normal cost plus the additional amount sufficient to amortize the unfunded past service liability as provided in part VII of F.S. ch. 112.
- (d) *Other.* Private donations, gifts and contributions may be deposited to the fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. Funds arising from these sources may be used only for additional benefits for members, as determined by the board, and may not be used to reduce what would have otherwise been required city contributions.

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

SECTION 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 October 1, 2021.

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

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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.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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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.

March 16, 2021

Board of Trustees
City of St. Pete Beach
Firefighters' Pension Board

Re: City of St. Pete Beach Firefighter's Retirement System

Dear Board:

Enclosed is the following material, which has been prepared in support of proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA
Enclosures

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of St. Pete Beach is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

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

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of St. Pete Beach is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF ST. PETE BEACH
FIREFIGHTER'S RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

March 16, 2021
(Page 1)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following change:

The benefit accrual rate was increased January 1, 2013 from 1.25% to 3.40% for service earned after that date. The agreement between the Union and the City was that the baseline Member Contribution Rate would be 4.0% of Salary and that the City would fund the cost of improving the benefit accrual rate from 1.25% to 2.25% among other benefit changes and the Members would have to cover the increase from 2.25% to 3.40% among other benefit changes.

The change outlined in this Impact Statement is that the City is now willing to fund a 2.75% benefit accrual rate instead of a 2.25% benefit accrual rate starting October 1, 2020. The new Member Contribution Rate would be effective October 1, 2021.

The cost impact, determined as of October 1, 2020, applicable to the fiscal year ending September 30, 2022, is as follows:

	<u>New Benefits</u>	<u>Old Benefits</u>
Minimum Required Contribution % of Projected Annual Payroll	60.3%	60.4%
Member Contributions (Est.) % of Projected Annual Payroll	11.0%	13.9%
City And State Required Contribution % of Projected Annual Payroll	49.3%	46.5%
State Contribution (Est.) ¹ % of Projected Annual Payroll	\$177,893 8.3%	\$177,893 8.3%
City Required Contribution ² % of Projected Annual Payroll	41.0%	38.2%

¹ Represents the amount received in calendar 2020. As per a Mutual Consent Agreement between the Membership and the City, all State Monies received each year will be available to offset the City's required contribution.

CITY OF ST. PETE BEACH
FIREFIGHTER'S RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

March 16, 2021
(Page 2)

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2020 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of this study, we did not perform an analysis of the potential range of such future measurements.

Please note the contents of this analysis and the October 1, 2020 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks please see the Discussion of Risk section of the October 1, 2020 actuarial valuation report. The change presented herein is in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.


Patrick T. Donlan, ASA, EA, MAAA
Enrolled Actuary #20-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the amendment.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits Member Funded <u>10/1/2020</u>	Old Benefits Member Funded <u>10/1/2020</u>	New Benefits City Funded <u>10/1/2020</u>	Old Benefits City Funded <u>10/1/2020</u>
A. Participant Data				
Actives	32	32	32	32
Service Retirees	25	25	25	25
DROP Retirees	1	1	1	1
Beneficiaries	2	2	2	2
Disability Retirees	3	3	3	3
Terminated Vested	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>
Total	70	70	70	70
Total Annual Payroll	\$2,149,699	\$2,149,699	\$1,919,374	\$1,919,374
Payroll Under Assumed Ret. Age	2,149,699	2,149,699	1,919,374	1,919,374
Annual Rate of Payments to:				
Service Retirees	1,155,258	1,155,258	1,155,258	1,155,258
DROP Retirees	29,055	29,055	29,055	29,055
Beneficiaries	72,169	72,169	72,169	72,169
Disability Retirees	46,449	46,449	46,449	46,449
Terminated Vested	0	0	0	0
B. Assets				
Actuarial Value (AVA) ¹	16,308,997	16,308,997	15,732,966	15,732,966
Market Value (MVA) ¹	16,448,471	16,448,471	15,872,440	15,872,440
C. Liabilities				
Present Value of Benefits				
Actives				
Retirement Benefits	8,876,530	8,876,530	5,700,446	5,166,345
Disability Benefits	129,040	129,077	95,877	90,877
Death Benefits	49,180	49,588	35,046	32,185
Vested Benefits	443,933	443,932	295,468	267,832
Refund of Contributions	121,891	135,249	176,650	176,650
Service Retirees	16,210,764	16,210,764	16,210,764	16,210,764
DROP Retirees ¹	480,010	480,010	480,010	480,010
Beneficiaries	832,973	832,973	832,973	832,973
Disability Retirees	461,402	461,402	461,402	461,402
Terminated Vested	41,066	41,066	41,066	41,066
Share Plan Balances ¹	0	0	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>	<u>251,482</u>	<u>251,482</u>
Total	27,646,789	27,660,591	24,581,184	24,011,586

C. Liabilities - (Continued)	New Benefits Member Funded <u>10/1/2020</u>	Old Benefits Member Funded <u>10/1/2020</u>	New Benefits City Funded <u>10/1/2020</u>	Old Benefits City Funded <u>10/1/2020</u>
Present Value of Future Salaries	18,408,312	18,408,312	16,435,993	16,435,993
Present Value of Future Member Contributions	2,024,914	2,558,755	657,440	657,440
Normal Cost (Retirement)	404,036	404,036	251,404	221,739
Normal Cost (Disability)	9,660	9,665	7,542	7,273
Normal Cost (Death)	2,925	2,975	2,139	1,980
Normal Cost (Vesting)	30,910	30,910	26,708	24,832
Normal Cost (Refunds)	<u>22,734</u>	<u>24,493</u>	<u>20,536</u>	<u>20,536</u>
Total Normal Cost	470,265	472,079	308,329	276,360
Present Value of Future Normal Costs	3,898,734	3,908,870	2,505,499	2,203,657
Accrued Liability (Retirement)	5,393,992	5,393,992	3,585,907	3,332,797
Accrued Liability (Disability)	49,403	49,413	35,267	33,015
Accrued Liability (Death)	26,305	26,425	18,994	17,743
Accrued Liability (Vesting)	228,387	228,387	141,299	130,156
Accrued Liability (Refunds)	23,753	27,289	16,521	16,521
Accrued Liability (Inactives) ¹	18,026,215	18,026,215	18,026,215	18,026,215
Share Plan Balances ¹	0	0	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>	<u>251,482</u>	<u>251,482</u>
Total Actuarial Accrued Liability (EAN AL)	23,748,055	23,751,721	22,075,685	21,807,929
Unfunded Actuarial Accrued Liability (UAAL)	7,439,058	7,442,724	6,342,719	6,074,963
Funded Ratio (AVA / EAN AL)	68.7%	68.7%	71.3%	72.1%

D. Actuarial Present Value of	New Benefits Member Funded	Old Benefits Member Funded	New Benefits City Funded	Old Benefits City Funded
Accrued Benefits	<u>10/1/2020</u>	<u>10/1/2020</u>	<u>10/1/2020</u>	<u>10/1/2020</u>
Vested Accrued Benefits				
Inactives ¹	18,026,215	18,026,215	18,026,215	18,026,215
Actives	1,633,052	1,633,052	1,075,011	1,075,011
Member Contributions	<u>1,294,774</u>	<u>1,294,774</u>	<u>1,294,774</u>	<u>1,294,774</u>
Total	20,954,041	20,954,041	20,396,000	20,396,000
Non-vested Accrued Benefits	<u>705,965</u>	<u>705,965</u>	<u>309,257</u>	<u>309,257</u>
Total Present Value				
Accrued Benefits (PVAB)	21,660,006	21,660,006	20,705,257	20,705,257
Funded Ratio (MVA / PVAB)	75.9%	75.9%	76.7%	76.7%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:				
Plan Amendments	0			
Assumption Changes	0			
Plan Experience	0			
Benefits Paid	0			
Interest	0			
Other	<u>0</u>			
Total	0			

	New Benefits Member Funded	Old Benefits Member Funded	New Benefits City Funded	Old Benefits City Funded
Valuation Date	10/1/2020	10/1/2020	10/1/2020	10/1/2020
Applicable to Fiscal Year Ending	<u>9/30/2022</u>	<u>9/30/2022</u>	<u>9/30/2022</u>	<u>9/30/2022</u>
E. Pension Cost				
Normal Cost (with interest) % of Total Annual Payroll ²	22.7	22.8	16.7	14.9
Administrative Expenses (with interest) % of Total Annual Payroll ²	2.3	2.3	2.5	2.5
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2020, with interest) % of Total Annual Payroll ²	35.3	35.3	35.1	34.1
Minimum Required Contribution % of Total Annual Payroll ²	60.3	60.4	54.3	51.5
Expected Member Contributions % of Total Annual Payroll ²	11.0	13.9	4.0	4.0
Expected City and State Contribution % of Total Annual Payroll ²	49.3	46.5	50.3	47.5

¹ The asset values and liabilities include accumulated DROP Plan Balances as of 9/30/2020.

² Contributions developed as of 10/1/2020 are expressed as a percentage of total annual payroll at 10/1/2020 of \$2,149,699 after changes.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubS.H-2010 (Below Median) for Employees, set forward one year. Prior year assumption: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year. Prior year assumption: RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year. Prior year assumption: RP2000 Generational, 100% Annuitant White Collar, Scale BB.

Male: PubS.H-2010 for Healthy Retirees, set forward one year. Prior year assumption: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB.

Beneficiary Lives:

Female: PubG.H-2010 for Healthy Retirees. Prior year assumption: RP2000 Generational, 100% Annuitant White Collar, Scale BB.

Male: PubG.H-2010 for Healthy Retirees, set back one year. Prior year assumption: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

Prior year assumption (Female): 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale

Prior year assumption (Male): 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2019 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

90% of active deaths are assumed to be service-incurred.

Interest Rate

7.50% (previously 7.55%) per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

<u>Service</u>	<u>Increase Rate</u>
<1	5.5%
1-5	5.0%
6-10	4.5%
11+	4.0%
11+	4.0%

This is based on the results of an actuarial experience study issued January 18, 2017.

Payroll Growth

1.38% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$46,894 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Amortization Method

New UAAL amortization bases are amortized over 30 Years.

Termination Rates

<u>Service</u>	<u>Termination Rate</u>
<1	15.0%
1-4	9.0%
5-9	4.0%
10-14	3.0%
15+	2.0%
15+	2.0%

This is based on the results of an actuarial experience study issued January 18, 2017.

Disability Rates

<u>Age</u>	<u>Disability Rate</u>
20	0.03%
30	0.04%
40	0.07%
50	0.18%

Taken from 1201. This is based on the results of an actuarial experience study issued January 18, 2017.

Retirement Age

For Members eligible for Normal Retirement on January 1, 2013 or hired before January 1, 2003: Earlier of age 56 or the completion of 26 years of service. Also, any member who has reached Normal Retirement Age is assumed to continue employment for one additional year. This is based on the results of an actuarial experience study issued October 20, 2008.

For all other Members: Earlier of age 60 with 10 years of service or the completion of 30 years of service for Old Benefits column and Earlier of age 52 with 25 years of service or the age 55 with 10 years of service for the New Benefits columns. Also, any member who has reached Normal Retirement Age is assumed to continue employment for one additional year. This is based on the results of an actuarial experience study issued October 20, 2008.

Early Retirement

Commencing at the member's eligibility for Early Retirement, members are assumed to retire with an immediate, subsidized benefit at the rate of 5.00% per year. In the Old Benefits column this was only for Members eligible for Normal Retirement on January 1, 2013. This is based on the results of an actuarial experience study issued October 20, 2008.

Cost-of-Living Adjustment
Funding Method

3.00% per year commencing 7 years after retirement.
Entry Age Normal Actuarial Cost Method.

Actuarial Asset Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric four-year average Market Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Market Value of Assets.

SUMMARY OF CURRENT PLAN
(Through Ord. No. 2017-16)

ORIGINAL EFFECTIVE DATE October 1, 1960.

LATEST AMMENDMENT October 10, 2017.

Please note that Members who had attained Age 55 or 25 years of Credited Service on December 31, 2012 continue to make contributions and receive benefits based upon the provisions that were in effect on December 26, 2012.

ELIGIBILITY Full-time employees who are classified as full-time Firefighters shall participate in the System as a condition of employment.

CREDITED SERVICE Total years and fractional parts of years of employment with the City as a Firefighter.

SALARY For Salary earned prior to January 1, 2013: W-2 earnings, including all tax-deferred, tax sheltered and tax exempt income and up to 300 hours of overtime per year, but excluding accrued sick leave and vacation pay.

For Salary earned after January 1, 2013: Base Compensation.

AVERAGE FINAL COMPENSATION (AFC) Average Salary for the best 5 years during the 10 years immediately preceding retirement or termination (Frozen at December 31, 2012 for “frozen benefit”).

MEMBER CONTRIBUTIONS 13.90% (13.50% for fiscal 2021) of Salary. This will be re-determined in conjunction with the annual actuarial valuation report.

CITY AND STATE CONTRIBUTIONS Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII of Florida Statutes, Chapter 112. In no event will the City’s contribution be less than 2.00% of the total Salary of the Members.

NORMAL RETIREMENT
 “Frozen” Piece
 Date

Earlier of 1) Age 55, or 2) the completion of 25 years of Credited Service, regardless of Age.

Benefit

3.40% of Average Final Compensation times Credited Service.

“Future Service” Piece
Date

At least 10 Years of Credited Service on December 31, 2012: Earlier of 1) Age 55, or 2) the completion of 25 years of Credited Service, regardless of Age.

Less than 10 years of Credited Service on December 31, 2012: Earlier of 1) Age 55 with 10 years of Credited Service, 2) Age 52 with 25 years of Credited Service, or 3) the completion of 30 years of Credited Service, regardless of Age.

Benefit

3.40% of Average Final Compensation times Credited Service.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

Maximum Benefit

The maximum combined benefit is 100% of Average Final Compensation. If a Member’s accrued benefit as of January 1, 2013 is greater than or equal to 75% of Average Final Compensation, the benefit percentage may not be reduced.

EARLY RETIREMENT

“Frozen” Piece
Date

Earlier of age 50 and 10 years of Credited Service or the completion of 20 years of Credited Service, regardless of age.

Benefit Amount

Accrued benefit, reduced 3.00% for each year commencement of benefits precedes Normal Retirement Date.

“Future Service” Piece
Date

Age 50 and 10 years of Credited Service.

Benefit Amount

Accrued benefit, reduced 3.00% for each year commencement of benefits precedes age 55.

COST OF LIVING INCREASES

Retirees receive a 3.00% per year cost-of-living adjustment commencing 7 years after retirement.

VESTING

Schedule

100% after 10 years of Credited Service (“frozen” piece uses old vesting schedule).

Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.
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DISABILITY

Eligibility	Total and permanent after 10 years of Credited Service (non-service incurred) or from date of hire (service incurred).
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Waiting Period	Board approval.
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Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in the military, etc.
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Benefit	Benefit accrued to date of disability but not less than 42% of AFC if service incurred.
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Duration	Payable for life with 10 years certain, or until recovery (as determined by the Board). Optional forms of payment available.
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DEATH BENEFITS

Pre-Retirement	If vested, the value of the accrued benefit is payable on a monthly basis to the beneficiary for 10 years. If not vested, member contributions are refunded.
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Post-Retirement	Benefits payable to beneficiary in accordance with option selected at retirement.
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DEFERRED RETIREMENT OPTION PLAN

Eligibility	Only those Members who were Age 55 or had completed 25 years of Credited Service on December 31, 2012. There is no DROP for other Members.
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Participation	Not to exceed 60 months.
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Rate of Return	At the Member's election: (1) 7.50% annual rate, or (2) actual net rate of investment return (total return net of brokerage commissions, management fees, and transaction costs), credited each fiscal quarter.
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Form of Distribution	Cash lump sum (options available) at termination of employment.
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St. Pete Beach City Commission Agenda Report

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

Date: April 27, 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 non-refundable \$1,000.00 that will be applied to the total amount due. The overall fee to the renter does not change, but deposit policy will change to non-refundable and require 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 Memorandum of Understanding (MOU) with the Suntan Art Center that outlines the City is now renting the facility, staff recommends 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 centered opened in 2007. Staff is recommending admission fees increase \$1.00 for each category. The pool admission fees are not included in the fee ordinance and staff is recommending adding it.

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

Funding: NA

Requested Motion: I move to adopt Ordinance 2021-07.

Attachments:

1. Ordinance 2021-07 Appendix A
2. Appendix A - Fee Schedule

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 hours)	50.00

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
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	100.00
Over 50 people	500.00
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.	
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	20.00

Condominium and Raymar Apartments and Starlight Towers Condominium and 70th Avenue	
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

;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 3/4"\$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)

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

Issue Considered: Final Reading Ordinance 2021-04: Miramar Resort

Date: April 27, 2021

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: Ordinance 2021-04, Providing for the allocation of 15 additional units of the Temporary Lodging Pool from the Boutique Hotel / Condo District. This Ordinance was first heard and passed on February 10, 2021. This Ordinance is a companion item to Resolution 2021-04.

Funding: N/A

Requested Motion: "I move to adopt Ordinance 2021-04. "

Attachments:

1. Ordinance 2021-04 - Relating to 15 units from the BH-C Density Pool

Ordinance 2021-04

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR THE ALLOCATION OF 15 UNITS OF TEMPORARY LODGING DENSITY UNDER THE PROVISIONS OF THE BOUTIQUE HOTEL/CONDO TEMPORARY LODGING UNIT DENSITY POOL, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN, TO PROPERTY LOCATED AT 4200 GULF BOULEVARD (MIRAMAR RESORT); PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to facilitate the preservation of independent tourist lodging facilities in areas of the City with an appropriate tradition of such use; and

WHEREAS, the applicant held a noticed public community meeting on September 23, 2020 in the Boca Ciega Ballroom of the St. Pete Beach Recreation Center where the initial redevelopment proposal was presented and comments were solicited; and

WHEREAS, the applicant made application for a Conditional Use Permit on November 9, 2020 to the Community Development Department in order to redevelop the subject property; and

WHEREAS, the application for the Conditional Use Permit was reviewed by the Technical Review Committee on December 2, 2020, and the recommended conditions appropriate to mitigate potential impacts imposed by the use were determined and are outlined in the associated Conditional Use Permit staff report submitted to the City Commission; and

WHEREAS, the application for the Conditional Use Permit was reviewed by the Planning Board sitting as the Local Planning Agency on December 14, 2020, and the recommended conditions appropriate to mitigate potential impacts imposed by the use were determined and are outlined in the associated staff report submitted to the City Commission; and

WHEREAS, the City Commission finds that the subject proposed redevelopment has met the City's merit-based criteria for the awarding of units from the Boutique Hotel/Condo District Temporary Lodging Unit Density Pool; and

WHEREAS, notice of this Ordinance has been provided in accordance with applicable law.

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. Kevin Bowden, Managing Partner for Miramar Resort St. Pete LLC, desires to redevelop the 0.78 buildable acre site at 4200 Gulf Boulevard with 54 temporary lodging units and a building height of 76 feet with a non-habitable overrun not to exceed 86 feet. The property is permitted up to 39 temporary lodging units with a Conditional Use Permit, and an additional 15 temporary lodging units from the Boutique Hotel/Condo Temporary Lodging Unit Density Pool as established in the Comprehensive Plan of the City of St. Pete Beach, Florida.

SECTION 3. Upon this Ordinance becoming effective, there shall be 110 tourist lodging units remaining in the Boutique Hotel/Condo Temporary Lodging Unit Density Pool.

SECTION 4. The 15 units awarded by this ordinance shall revert back to the density pool should a building permit not be obtained within one (1) year of the date of the passage of this Ordinance, or should "continual construction" as defined in Division 2 of the Land Development Code cease, unless extended by resolution of the City Commission.

SECTION 5. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 6. 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 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: 02/10/2021
PUBLISHED: 04/14/2021
SECOND READING: 04/27/2021
PUBLIC HEARING: 04/27/2021

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 LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

Density Pool Information			
<i><u>District</u></i>	<i><u>Total Units Available</u></i>	<i><u>Total Units Utilized</u></i>	<i><u>Total Units Remaining</u></i>
Boutique Hotel/Condo	125	0 15	125 110
Town Center Core	50	0	50
Upham Beach Village	175	0*	175
Town Center Core – Corey Circle	325	64	261
Town Center Core – Coquina West			
Activity Center			
Bayou Residential			
Total	675	64 79	611 596

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

Issue Considered: Resolution 2021-04 Miramar Conditional Use

Date: April 27, 2021

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The Miramar Beach Resort is requesting approval to demolish and redevelop the 1.15 acre site to construct a new seven-story transient accommodation hotel. The new temporary lodging use proposed is a 54-room hotel, with 64 parking spaces, interior lobby, amenity and dining area, and a rooftop bar and pool. 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. The maximum height of the proposed structure is 76 feet.

The request requires a conditional use permit for:

- (1) the new temporary lodging use to exceed 50 feet in height,
- (2) a density greater than 30 units per acre,
- (3) to allocate 15 additional units from the B/HC density pool and
- (4) a roof dining and drink area, pursuant to Section 39.6(p) and Section 46.4(c) of the Land Development Code (LDC).

Previously, a Variance had been requested from the required parking spaces along with a valet program. The request has since been withdrawn. Additional on-site parking is only required for the density and intensity increase of the redevelopment over that of the existing site. The existing Miramar Beach Resort provides for 18 parking spaces. The increased density and intensity that is proposed with the redevelopment site requires an additional 46 parking spaces for a total of 64 parking spaces. A total of 64 parking spaces are proposed and a variance is not required.

Funding: NA

Requested Motion: I move to adopt Resolution 2021-04.

Attachments:

1. Sign-In Sheet 9.23.20 Miramar Community Meeting
2. Community Comment Cards 9.23.20 Miramar Community Meeting
3. 20090 CUP Application
4. 20091 Var Application
5. Staff Report
6. Miramar Hotel - Site Plan
7. Miramar Hotel - Landscape Rendering
8. Miramar Hotel - Landscape Plan
9. Traffic Assessment 12-21-20
10. Resolution 2021-04

MIRAMAR COMMUNITY MEETING

9/23/2020 10:00

4200 GULF BLVD. ST PETE BEACH

NAME	ADDRESS	Would you like more information?
RON Gallant	4200 Gulf Blvd St Pete Beach FL	NO
Kevin Bowden	" " " "	NO
Istvan Peteranecz	2430 Terminal Drive South St. Pete, FL	NO
Ram Manquum	8500 Wimerton Largo FL 33771	yes
WESLEY WRIGHT	Comm. Dev. SPB	NO
Brandon Berry	Comm Dev SPB	NO
Alex Key	157 Cary Ave	NO
CHRISTY KELLY	3820 GULF BLVD SPB	NO
KEN+NANCY NEIMO	4000 GULF BLVD SPB #203, 204, 304	YES
Kristen Maddox	4100 Belle Vista Dr.	NO YES
Joanne Melodayo	4151 Belle Vista Dr	NO
Frank Quilla	4160 Belle Vista Dr	NO
TOM MELODAYO	4151 BELLE VISTA DR.	NO
PERRIN ALBERTSON	4000 GULF BLVD.	YES
Bob Cochran	4450 Gulf Blvd	NO
Kathy Cochran	"	I
WARD FRISZOLOWSKI	3566 Belle Vista Dr. E, St. Pete Beach	YES
AL JOHNSON	9375 BLIND PASS RD., SPB	YES
Carol Sherburne	4215 Gulf Blvd SPB	Yes
Doug Izzo	7050 Sunset way	YES
Amanda Page	6990 Gulf Blvd.	Yes
Stewart Heath	6100 Gulf Blvd	NO
Andrew Dehaug	4300 Gulf Blvd	NO
Jessia Whistler	4220 Gulf Blvd	YES
Dobres Morris	4220 " "	NO
Miles Gifford	4220 Gulf Blvd	Yes
JOE BENDER	6111 2nd ST EAST #20	YES
Amber Larone	City Clerk SPB	NO

City of St. Pete Beach

Community Meeting - - Miramar Beach Resort

September 23, 2020 1 P.M.

4200 Gulf Blvd, St. Pete Beach

Comments

NAME: Jeanne Melodsky

727
PHONE: 686-5815

EMAIL: Jomellord@aol.com

ADDRESS: 4151 Belle Vista Dr, SPB, FL

COMMENTS: Currently Miramar has 27 rooms - plans for 54 units

According to SPB Land Development Code, the number of parking
spaces required would be 79.1 for guests, employees to include
Restaurant patrons, etc. IS planning to park parking could cause a
congestion on Gulf Blvd. Based on plans to fit SPB LD (land
development code with no variances would need to
decrease project

City of St. Pete Beach

Community Meeting - - Miramar Beach Resort

September 23, 2020 1 P.M.

4200 Gulf Blvd, St. Pete Beach

Comments

NAME: Louise Melodays

727

PHONE: 686-5815

EMAIL: Tomello@AOL.com

ADDRESS: 4151 Belle Vista Dr

COMMENTS: Assurance that the Miramar would remain as a
hotel not a condominium project

City of St. Pete Beach

Community Meeting - - Miramar Beach Resort

September 23, 2020 1 P.M.

4200 Gulf Blvd, St. Pete Beach

Comments

NAME: Lance Melodays

727

PHONE: 686-5845

EMAIL: To mellow @ AOL.com

ADDRESS: 451 Belle Vista Dr

COMMENTS: Will there be room for landscaping

in front - do not want to look like an asphalt

CR045D

City of St. Pete Beach

Community Meeting - - Miramar Beach Resort

September 23, 2020 1 P.M.

4200 Gulf Blvd, St. Pete Beach

Comments

NAME: Loanne Melodays

PHONE: 727 686-5815

EMAIL: Loanne@ed.com

ADDRESS: 4131 Belle Vista Dr STB

COMMENTS: Who comprises the investors of

Miramar Front Investors LLC

Could not find on Sunbiz

City of St. Pete Beach

Community Meeting - - Miramar Beach Resort

September 23, 2020 1 P.M.

4200 Gulf Blvd, St. Pete Beach

Comments

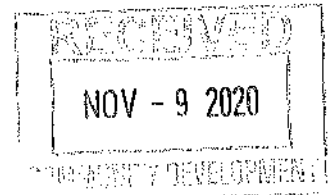
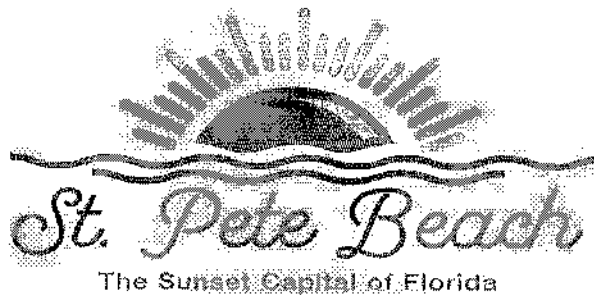
NAME: Kristen Maddox

PHONE: (813) 956-8113

EMAIL: St1993ucity@yahoo.com

ADDRESS: 400 Belle Vista Dr., 33706

COMMENTS: Please email drawings of the hotel.



CONDITIONAL USE APPLICATION

Case Number: 20040

PROPERTY OWNER: Miramar Resort ST. Pete LLC APPLICANT/AGENT (Attach agent authorization form)

Name: Kevin Bowden, Managing Partner Name: _____

Address: 4729 Rue Bordeaux Address: _____

City: Lutz State: FL City: _____ State: _____

Zip: 33558 Telephone: 2072513815 Zip: _____ Telephone: _____

Email: kbowden077@gmail.com Email: _____

SUBJECT PROPERTY:

Address: 4200 Gulf Blvd Current Name of Business: Miramar Resort ST. Pete

Parcel ID: 073216073800000120 Name of Project: Miramar Resort

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

The request is for an eight story (above parking), 54 Unit transient accommodation development. The proposed building consists of 78 parking spaces (under a valet parking scheme), 1 truck loading space solid waste area, on the ground floor,
6,700 SF of amenities on the second floor
five stories of transient units,
and an amenity 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) requested from the density pool. Total proposed density is 69.2 DU/Acre.

[Signature]
Signature of Applicant/Agent

11/9/20
Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. LDC Sec 4.4(a)(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

The proposed development is in the B/HC Boutique Hotel District. The B/HC zone permits transient accommodations, anticipates heights up to 76 feet for temporary lodging (within required setbacks), and permits additional density(, up to 20 additional Density units, from a base of 50 DU/Acre), from the density pool.

2. LDC Sec 4.4(a)(2)a-d Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:

- a. Whether the overall appearance and function of the area will be significantly affected. consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

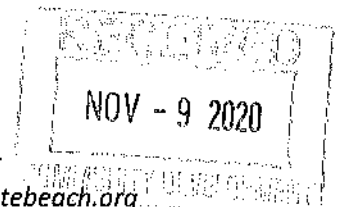
The proposed development is in character with the scale and uses within it's immediate neighborhood, and within the requirements and intent of the B/HC Boutique Hotel district. The immediate neighbors, to the south, are 4-8 Stories above garage.

Please see Exhibit B for more detail.

- b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);

N/A - There are no historic scenic, or cultural resources on site.

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



- c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

The development is proposed as a 76 foot high condo-hotel development. The adjacent buildings are of similar height and are a mix of condominiums, condo-hotels, and transient accommodations. The architectural styles of the street vary greatly, from mid-century hotels to more modern condominium buildings. The primary style of the proposed project is a modernized take on mid-century modern, in keeping with the area.

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

The proposed project maintains will not adversely impact the livability or usability of the nearby area. The proposed uses are similar to the existing hotel uses and in keeping with the uses, intensity and type, of the adjacent properties.

Please See Exhibit C for more detail.

3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);

Gulf Boulevard has been upgraded recently and the proposed project adds very few additional daily trips to the area.

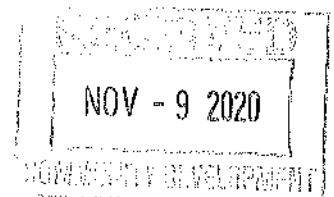
Please See Exhibit D for more detail.

4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);

The current property has 24 parking spaces, trash dumpsters are adjacent to the public sidewalk, and loading is accommodated in the front access drives. The proposed design accommodates the required 78 parking spaces, within the ground floor of the building. We are requesting a variance in the parking via a valet parking program.

The One deliveries space and trash pick-up are behind the front building face and will be shielded from the adjacent properties.

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

The project will be constructed to all current building, ADA, and life-safety codes and standards.

6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and

Applicant has more than forty years of hospitality experience and recently completed a 125 room upscale hotel in Madeira Beach, FL. Our team of investors are financially strong + stable.

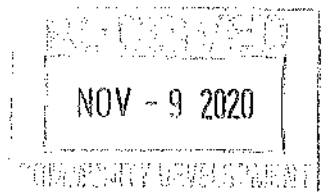
7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

In the planning of the proposed development, the applicant has worked with the City to ensure compliance with all local requirements and mandates.

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

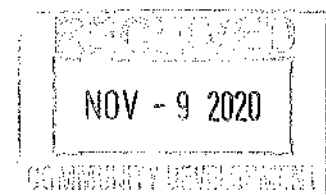
Please See Exhibit A

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.
2. Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.
3. Hydrological features and storm water management infrastructure.
4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.
5. Site landscaping, open space provision and impervious surface limitations.



CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.
7. Fire suppression and facility security.
8. Emergency management and hurricane evacuation provisions.
9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:
 - a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and
 - b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.



CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

Exhibit A

Sec. 4.12

(1) We are aware the city is completing a upgrade to the sewer system that will service the property. We will not begin construction of said project until we can confirm the sewer project will be completed on time, and would not prevent us from receiving a C.O.

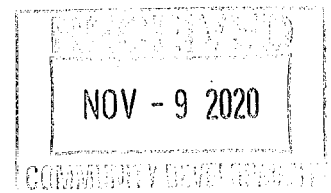
(2) The Site Plan calls for a 10 ft sidewalk for ingress and egress over the property.

(3) Applicant will be submitting a more detailed site plan at a later date, and all storm water drainage requirements

will be met.

(4) We have committed to building a aesthetically pleasing hotel that features both modern amenities and versatility, and is compliant with all building requirements regarding design and appearance.

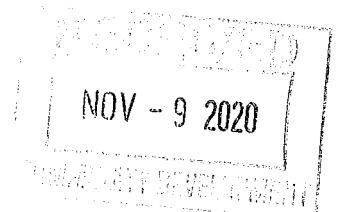
(5) We are aware that we are limited to 85% of impervious surfaces. And we are committed to providing a landscaping plan ~~throughout~~ throughout the property that meets all requirements of the Land Development Code.



(6) We pride ourselves on being good neighbors to the surrounding community. We are prepared to operate the facility within the rules and guidelines provided by the Land Development Code.

(7) We are prepared to follow and adhere to all fire suppression requirements and guidelines, as well as 24 hour camera surveillance security at every level of the building.

(8) We are prepared to enact an emergency management & hurricane evacuation plan that meets all local, state & federal laws.



(9)

(A) We have engineered and designed a hotel building that meets all setback requirements, and gave careful consideration to balcony placement ~~so~~ as to maximize sunlight and views without unnecessarily negatively impacting our neighbors to both the north and south.

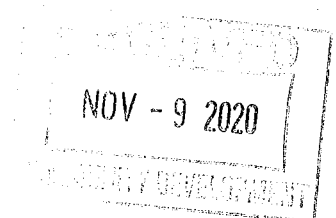
(B) The site plan layout and dimensions are in compliance with all zoning ordinances concerning the BHC. We designed a building that would reap the benefits of beautiful gulf views, while being careful + mindful not to obstruct open waterfront views of our adjacent neighbors.

NOV - 9 2020

Exhibit B

2 (b)

(a) ... and 2 stories above garage to the north. The proposed hotel building is stepped back on the south side with balcony views to preserve gulf views for both our guests and our immediate neighbor to the south. The north side of the building will be landscaped with cascading palm trees that do not impede views of the gulf.



2 (da)

Exhibit C

We recently opened a five story hotel in Madeira Beach that has a rooftop pool + bar. We were careful to choose lighting and paint colors that did not create glare issues, but yet provided safe, ambient lighting.

We have acoustic live entertainment on the roof from 6pm - 10pm Thursday through Saturday, and have had no noise complaints or issues with our surrounding neighbors. We are also controlling crowd size to mitigate potential noise issues.

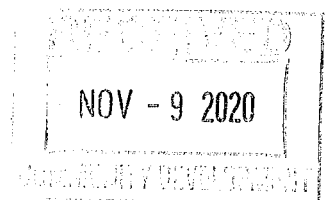


Exhibit D

(3) Although we are doubling the current number of units, from 27 to 54, several of the surrounding properties with similar uses are much larger.

If a traffic study is required of us then we will accommodate that request.

Additionally, we are happy to have discussions regarding expanding the width of the public beach access onto our property to improve public access.

The proposed building's parking needs and impact on the site are addressed under the Variance Application submitted more date.

NOV - 9 2020

CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

KB I understand that the City will not accept or process an incomplete application.

KB I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.

KB On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.

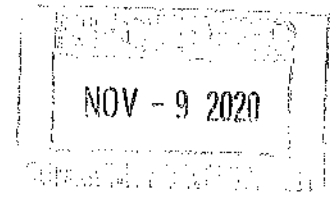
KB I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.

KB I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

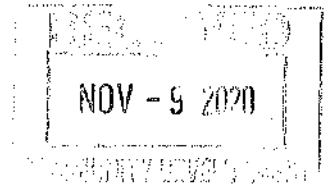
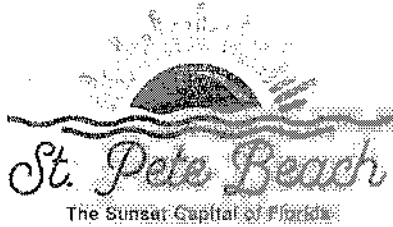
KB I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages

X [Signature] 11/9/20
Signature of Applicant Date



CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, Margaret Lasot + St Pete LLC, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): Kevin Bowden

Address: 4729 Rue Bordeaux Lot 2 FL 33558

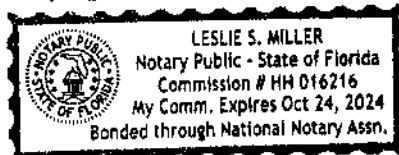
Signature: [Signature] Date: 11/9/20

STATE OF FLORIDA)
PINELLAS COUNTY) SS:

The foregoing instrument was acknowledged before me this 9th day of November 20 20 by Kevin Bowden, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission expires: 10/24/2024

NOTARY: Leslie S. Miller
Print Name: Leslie S. Miller
Notary Public, State of Florida
(Notarial Seal)



CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

CASE #: 20011

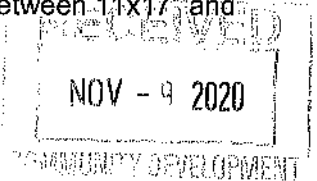
PARCEL #: _____

SUBMITTAL DATE: 11/4/2020 AMOUNT DUE: \$260.00 PAYMENT DATE: 11/4/2020

UNNECESSARY AND UNDUE HARDSHIP VARIANCE APPLICATION

The following items are to be submitted, along with this application, at least 30 days prior to the public hearing:

- Two (2) copies of the property survey, completed in the last ten years, which contains the legal description, land area, and existing improvements on the site that has been signed and sealed by a surveyor licensed in the State of Florida;
- Seven (7) copies of a site plan showing the request, drawn to scale, of size between 11x17" and 36x48";
- Emailed copy of the survey and site plan to bberry@stpetebeach.org.
- The Application Fee, payable to the City of St. Pete Beach (non-refundable)

**OWNER/AGENT INFORMATION:**

Identification	Name	Address	Phone #
Owner	Miramar Resort ST. Pete LLC	4729 Rue Bordeau Lutz FL 33558-5368	2072513815
Applicant/ Agent	Kevin Bowden	Same as above	Same
Owner Email Address:		Applicant/Agent Email Address:	
Kbowden077@gmail.com		Kbowden077@gmail.com	

PROPERTY FOR PROPOSED VARIANCE:

Zoning Designation	Future Land Use Designation	Lot Area
BHC	BHC	.78 AC
Legal Description: Sec 3, Surney		
Address: 4200 Gulf Blvd ST. Pete Beach FL 33706		
Explanation of Request: Request for the approval of a valet parking plan to accommodate 78 parking spaces within the ground level of the proposed building. The valet spaces shall be accommodated totally within the proposed parking structure. Current number of parking spaces at the resort do not meet the hotel's parking needs @ full capacity.		

Findings Necessary for Granting Request: In order for an application for an unnecessary and undue hardship variance to be approved or approved with conditions, the Board of Adjustment must make a positive finding with regard to each of the provisions below, which are also located in Division 3 of the Land Development Code. The applicant has the burden of proof demonstrating that the application for the variance complies with each of these requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

The B/HC zone allows for 54 units on the site. Per code 78 parking spaces are required. The width of the site does not permit ground level parking and an access ramp to additional levels of parking.

2. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

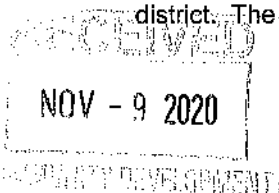
The proposed valet parking plan will satisfy the intent of the City's "parking space" requirement of having individually painted parking spots.

3. Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;

We have maximized the space on the ground floor. Given the height restrictions provided under the B/HC, whereby we can only sustain one level of parking, the proposed valet parking plan allows us to achieve our parking needs.

4. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Comprehensive Plan or the Land Development Code, nor will it permit an increase in development density;

The proposed development is in compliance with the allowances and constraints of the B/HC Boutique district. The proposed density is within the parameters of the code.



5. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

We have not proposed the valet parking plan to gain financial rewards. We have maximized the space on the ground floor level, and the valet plan would allow compliance with density and height requirements. Additionally, several other properties have been granted a valet parking allowance, and the plan allows for on site guest parking.

6. Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

Several other properties have been granted a valet parking allowance. This allows for good use of the properties and limits off site parking.

7. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

The valet plan parking request allows for reasonable use of the land and minimizes the potential scale and bulk of the building. (If additional levels of parking could be accommodated.)

8. The requested variance is in harmony with the general intent and purpose of the Comprehensive Plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

The use of a valet plan, to accommodate the parking, keeps parking within the site and minimizes potential overflow to adjoining streets.

Signature of Applicant

Date

Signature of Authorized Agent

Date

VARIANCE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

KB I understand that the City will not accept or process an incomplete application.

KB I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a variance. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a variance.

KB On all variances except for administrative (de-minimis) variances, a majority vote is required. Action on this application by the BOA/City Commission may be continued to a later meeting.

KB I understand that if a variance is approved by the BOA, City Commission or City Manager, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval becomes voided.

KB I understand that if any application filed under the provisions of this Code is denied, no subsequent application seeking substantially the same or similar approval shall be filed within six months of the final decision on the original application.

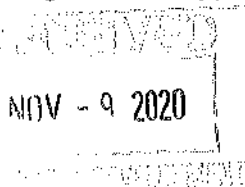
KB I understand that any person aggrieved by the final decision of the Board of Adjustment or City Commission has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Appeals of decisions made by the City Manager for administrative variances are to a hearing officer designated by the City Commission and must be made within 30 days from the date of the final administrative decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

KB I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application if applicable.

After acknowledgement of these conditions, complete the application form on the following pages.

X [Signature]
Signature of Applicant

11/9/20
Date





PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, Micamas Resort St Pete LLC, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing for unnecessary or undue hardship variances and practical difficulty variances, or seven (7) days in advance of the final administrative decision for administrative (de-minimis) variances, and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

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Applicant/Agent (must fill out agent authorization form):

Name(print): Kevin Bowden

Address: 4729 Rue Bordeaux Lot 2 FL 33558

[Signature] 11/9/20
Signature Date

STATE OF FLORIDA)
PINELLAS COUNTY) SS:

The foregoing instrument was acknowledged before me this 9th day of November, 2020 by: Kevin Bowden who appeared before me, and is personally known to me, or has produced as identification, and did take an oath.

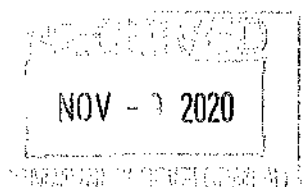
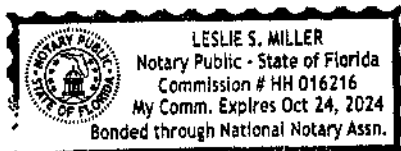
My commission Expires: 10/24/2024

NOTARY:

Print Name: Leslie S. Miller Notary

Public, State of Florida

(Notarial Seal)



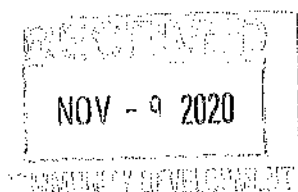
DEAR APPLICANT:

PLEASE COMPLETE THE ATTACHED AFFIDAVIT WHEN FINAL DATES HAVE BEEN DETERMINED FOR YOUR APPLICATION. PRESENT THE COMPLETED NOTARIZED AFFIDAVIT TO COMMUNITY DEVELOPMENT AND YOU WILL BE GIVEN THE SIGN(S) TO POST ON THE SUBJECT PROPERTY.

It is your responsibility to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the public hearing for unnecessary and undue hardship variances or final administrative decision for administrative variances. The sign(s) must remain in place until the requested action has been heard and decided by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board, City Manager, or withdrawn. Multiple sign postings cannot be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

You must maintain the sign(s) in good readable condition. If the said sign is destroyed, lost, or becomes unreadable, you or your representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's representative not later than 24 hours following the final decision by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board, or City Manager.

A Notary Public is available in City Hall; 155 Corey Avenue.





MIRAMAR RESORT ST. PETE, LLC CONDITIONAL USE APPLICATION STAFF REPORT

APPLICATION NUMBER: CU #20090

OWNER: Kevin Bowden, Managing Partner of Miramar Resort St. Pete, LLC

PREPARED BY: Community Development Staff

MEETING DATE: April 27, 2021

This application is a request for a Conditional Use Permit:

REQUEST:	The Miramar Beach Resort is requesting approval to demolish and redevelop the site to construct a new seven-story transient accommodation hotel. The request requires a conditional use permit for (1) the new temporary lodging use to exceed 50 feet in height, (2) a density greater than 30 units per acre, (3) to allocate additional units from the B/HC density pool and (4) a roof dining and drink area, pursuant to Section 39.6(p) and Section 46.4(c) of the Land Development Code (LDC). The new temporary lodging use proposed is a 54-room hotel, with 64 parking spaces, interior lobby, amenity and dining area, and a rooftop bar and pool. The maximum height of the proposed structure is 76 feet.
LOCATION:	4200 Gulf Blvd; BELLEVISTA BEACH LOTS 12 & 13 & LAND TO MHW & RIP RTS LESS RD; Parcel ID # 07-32-16-07380-000-0120.
ACREAGE:	Approximately 1.15 acres, of which 0.78 acres is landward of the Coastal Construction Control Line
EXISTING ZONING	BHC – Boutique Hotel/Condo District, landward of the Coastal Construction Control Line (CCCL), with P – Preservation District seaward of the CCCL
SURROUNDING ZONING and FUTURE LAND DESIGNATIONS:	North – BHC – Boutique Hotel/Condo District South – BHC – Boutique Hotel/Condo District East – Gulf Boulevard and BR – Bayou Residential District West – Beach and Gulf of Mexico
SURROUNDING EXISTING USES:	North – Mariner Beach Club (Resort Condominiums) South – Vistas on the Gulf (Resort Condominiums) East – Bank, Stores and Apartments West – Beach and the Gulf of Mexico

BACKGROUND

The property contains the existing Miramar Beach Resort that was constructed in 1953 according to Pinellas County Property Appraiser records. This temporary lodging use contains 27 rooms and an office, with 18 parking spaces.

The applicant held a public community meeting on September 23, 2020 in the Boca Ciega Ballroom of the St. Pete Beach Recreation Center where the hotel proposal was presented and discussed

with approximately twenty members of the community. Comments were received concerning the height of the hotel and rooftop bar, setbacks, parking and queuing arrangements, temporary lodging standards, hotel design, landscaping, and the hotel investors, among others.

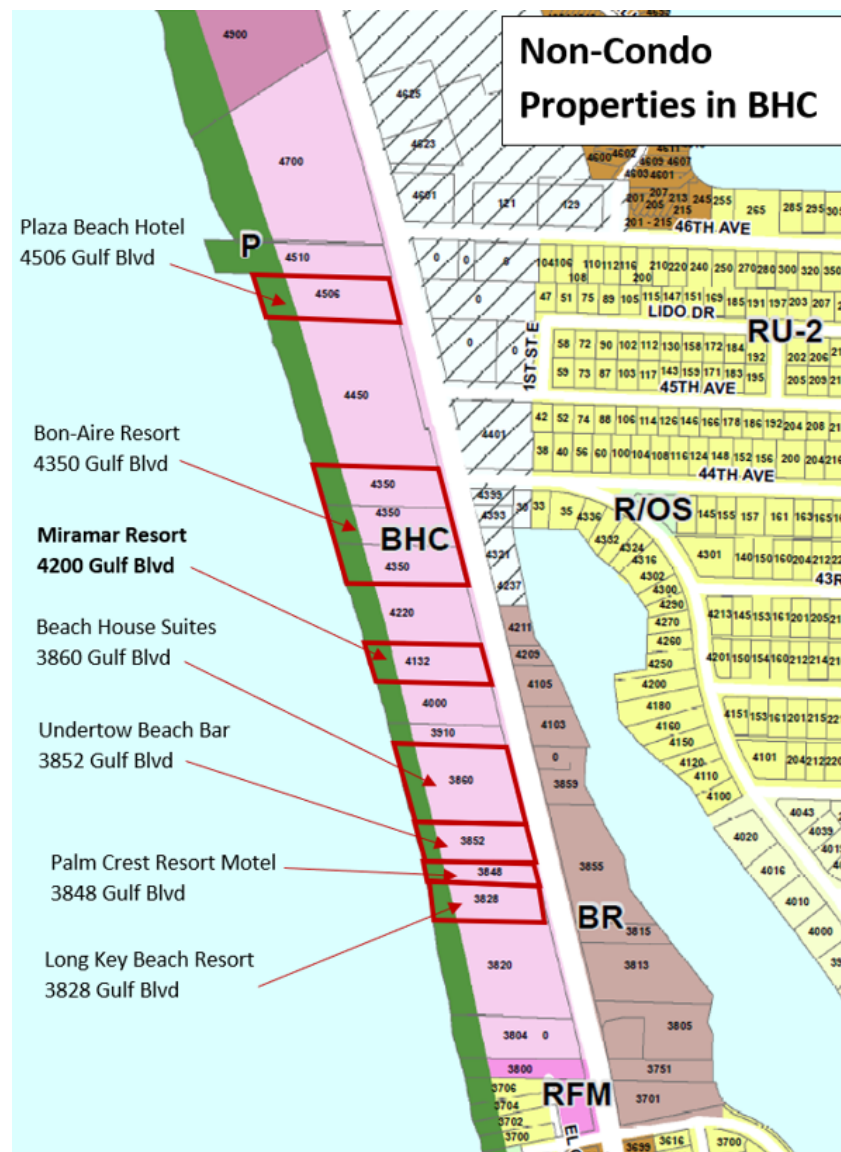
The applications for a conditional use permit and variance were submitted to the Community Development Department on November 9, 2020. The case was reviewed at the December 2, 2020 Technical Review Committee meeting, where staff provided comments on site improvements, operational restrictions, and other items which have been made conditions of this report. The conditional use permit application was presented to the Planning Board on December 14, 2020, where the Board made a positive recommendation to the City Commission with the condition that the development contain sufficient on-site bike and scooter parking. The variance application has since been withdrawn.

ANALYSIS

The applicant is seeking a density of 39 temporary lodging units pursuant to LDC Sec. 46.6(b), and an additional density of 15 temporary lodging units from the Boutique Hotel/Condo density pool pursuant to LDC Sec. 46.4(c), for a total site density of 54 hotel units. As presented, the proposal meets the City's standards for height, setbacks, lot coverage, density, amenity and lodging unit floor area ratio, and other standards to which variances cannot be sought under the City's Comprehensive Plan. The average lodging unit floor area presented on the conceptual site plan is 750 square feet, the exact maximum permitted for the property should all 54 units requested be awarded to the project. Should the property receive fewer units, the floor area ratio of the building dedicated to lodging units shall be reduced by 750 square feet for every one fewer unit received.

Density Pool Information			
District	Total Units Available	Total Units Utilized	Total Units Remaining
Boutique Hotel/Condo	125	0 15	125 110
Town Center Core	50	0	50
Upham Beach Village	175	0*	175
Town Center Core – Corey Circle	325	64	261
Town Center Core – Coquina West			
Activity Center			
Bayou Residential	675	64 79	611 596
Total			

Miramar Beach Resort is one of seven non-condominiumized properties in the Boutique Hotel/Condo District. City records indicate that these seven properties collectively comprise 7.76 buildable acres, which provides a deficit of 28 bonus units should all properties seek to redevelop with the maximum number of bonus units requestable based on their site area.



Site Name	Address	Buildable Lot Size Estimate	Density Pool Units Requestable
Long Key Beach Resort	3828 Gulf Blvd	0.76 ac	15
Palm Crest Resort Motel	3848 Gulf Blvd	0.46 ac	9
Undertow Beach Bar	3852 Gulf Blvd	0.81 ac	16
Beach House Suites	3860 Gulf Blvd	1.63 ac	32*
Miramar Resort	4200 Gulf Blvd	0.78 ac	15
Bon-Aire Resort	4350 Gulf Blvd	2.45 ac	49
Plaza Beach Hotel	4506 Gulf Blvd	0.87 ac	17
Total Density Pool Units Requestable			153
Total Density Pool Units Available			125
*Note: Beach House Suites has recently undergone renovations.			

The applicant had initially applied for a variance to permit an under-building valet arrangement. The proposal for this arrangement has since been withdrawn. As the use is not changing, pursuant to LDC Sec. 23.3(d), additional on-site parking is only required for the density and intensity increase of the redevelopment over that of the existing site. This is detailed in the table below.

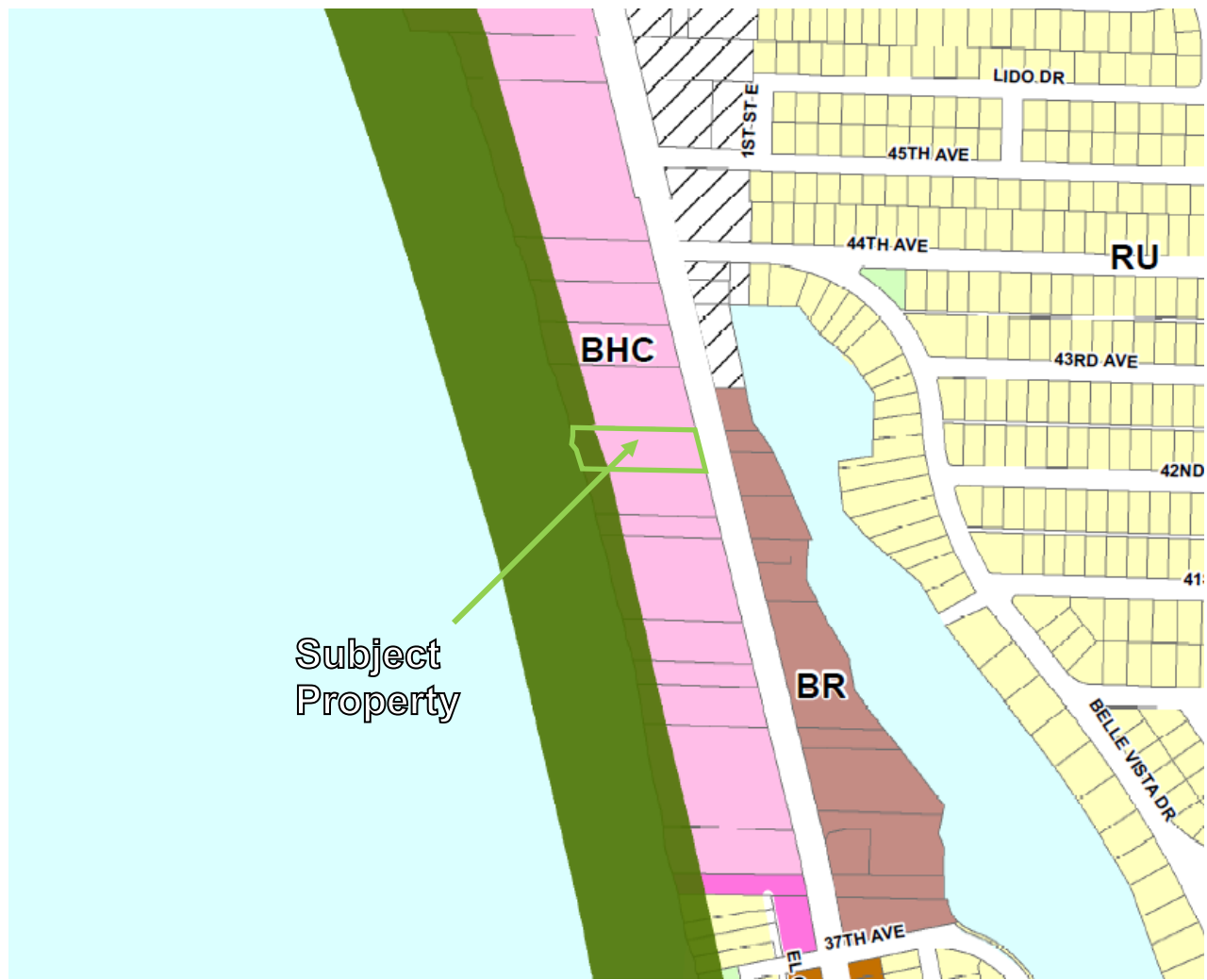
Existing Parking Conditions			
Use	Parking Standard	Units/Square Footage	Required Spaces
Temporary Lodging Unit	1.1 spaces per unit	27 units	30
Office	1 space per 300 SF	<300 SF	1
Total Spaces Required			31
Total Spaces Provided			18
Difference			-13

Redevelopment Parking Conditions			
Use	Parking Standard	Units/Square Footage	Required Spaces
Temporary Lodging Unit	1.1 spaces per unit	54 units	60
Lobby/Conference/Fitness	1 space per 1000 SF	4,372 SF	5
Retail/Restaurant	1 space per 200 SF	1,823 SF	10
Office	1 space per 300 SF	595 SF	2
Subtotal			77
Accounting for Existing Difference			-13
Total Spaces Required			64
Total Spaces Provided			64

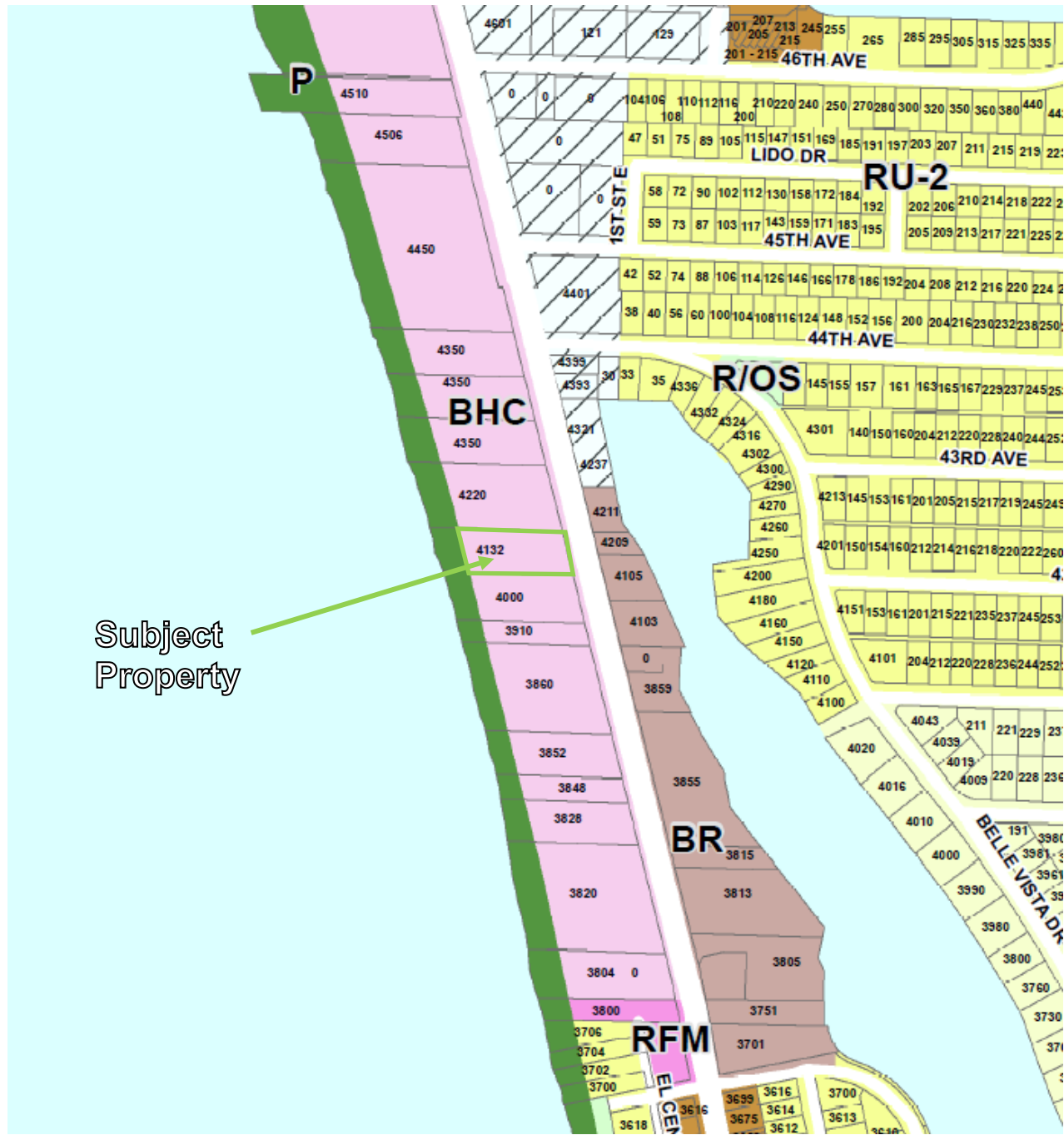
The applicant is providing 64 parking spaces where 64 spaces are required. A variance is not required to the City's minimum parking standards.

Prior to the issuance of building permits, the applicant will be required to submit a final site plan that complies with the minimum standards of LDC Division 5 -SITE PLAN APPROVAL PROCEDURES. Any requirements upon which approval is made conditional will be required to be reflected on the site plan, as applicable. The applicant will have to further comply with Code of Ordinances Chapter 106 – FLOOD CONTROL related to drainage, and supply concurrency statements and a transportation management plan as required.

FUTURE LAND USE MAP



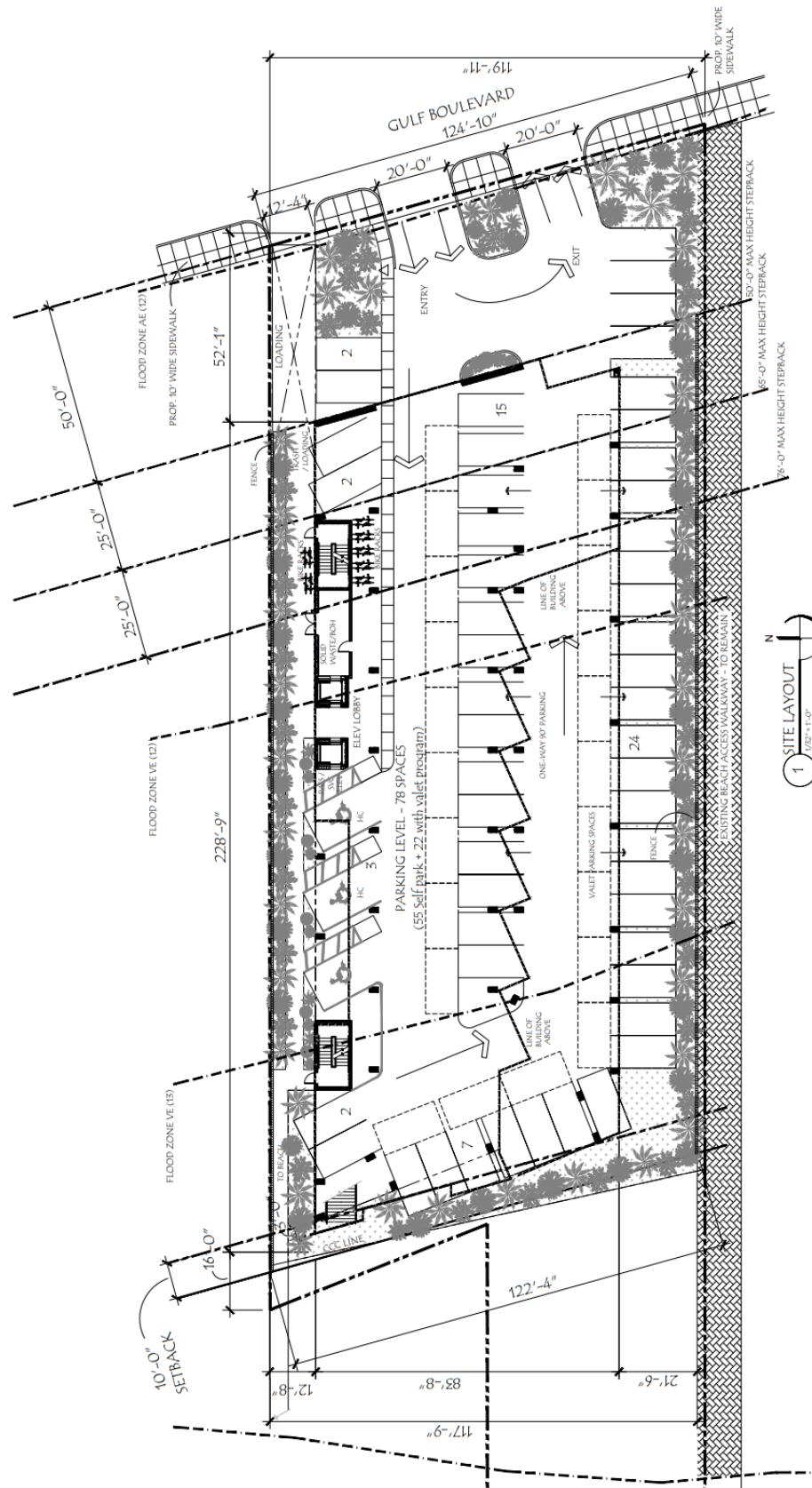
ZONING MAP



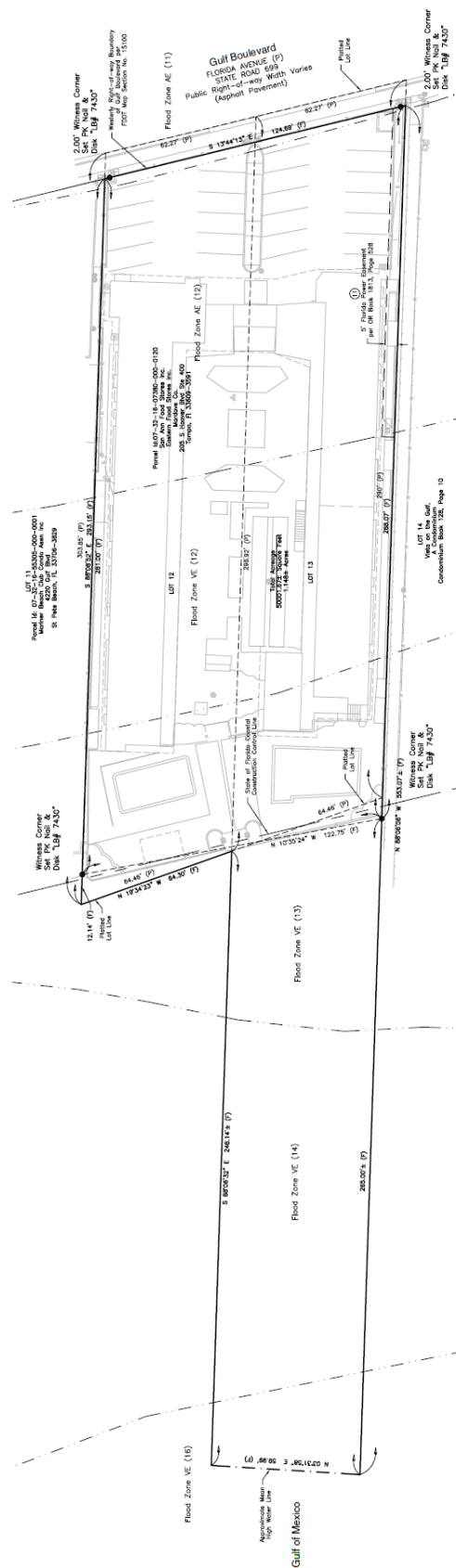
AERIAL MAP



SITE PLAN



SURVEY



CONDITIONAL USE PERMITS- 4.4 STANDARDS FOR REVIEW

When considering an application for approval of a conditional use, the City Commission review shall consider the following standards:

- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;**

The conditional use request is consistent with the Comprehensive Plan in the following ways:

FUTURE LAND USE ELEMENT:

Quality Community - Planning To Stay (General Provisions)

- (c) Citywide Land Use Goals, Objectives and Policies. In furtherance of the overall goals, objectives, and policies contained in the Comprehensive Plan, the land use categories and their descriptions, beginning on the next page, are hereby adopted for the purpose of serving as the guide for the City of St. Pete Beach in continuing its heritage of quality residential living complemented by resort facilities that support a tourist-based economy by creating a vision for the City's future that ensures that the City will remain a desirable place to live and visit that includes overall quality land management and emphasis on strict management of redevelopment in designated strategic core areas of the City.

II. Future Land Use Plan Element

Future Land Use Policies - Green Practices, Residential Character and Introduction to Land Use Categories

GOAL 2:

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

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

Objective 2.1

The integrity and quality of life throughout the City, including existing residential neighborhoods, as well as core commercial and resort areas, will be maintained through the enforcement of the land development regulations and shall be encouraged to be improved, and for those properties experiencing blighting conditions such as deterioration, degradation, and distress shall be encouraged to redevelop through the use of land development regulations and other incentives, in accordance with the Future Land Use Element.

Objective 2.13

The City shall promote the preservation and redevelopment of temporary lodging uses.

Special Designation – Community Redevelopment District (CRD)

C. Gulf Boulevard Redevelopment District

Goals, Objectives and Policies for the Gulf Boulevard Redevelopment District

GOAL 1:

Gulf Boulevard shall be a place that attracts people for living, employment and recreation. The City shall encourage the revitalization of Gulf Boulevard through commercial and temporary lodging redevelopment that will attract residents and visitors to the Gulf Boulevard core resort area as a recreation, entertainment, resort and shopping destination.

Objective 1.6

Public beach access will be preserved and expanded through redevelopment of temporary lodging uses.

GOAL 3:

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

Objective 3.3

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

Policies

Policy 3:

The design of all projects in the Gulf Boulevard Redevelopment District shall make meaningful contributions to a safe and comfortable pedestrian environment through site and building design, internal connections between adjacent properties, and external connections to and along Gulf Boulevard.

Policy 11:

A Transportation Management Plan (TMP) shall be required on all development and redevelopment that increases density or intensity of development on a site. Physical and operational improvements and strategies should be considered as part of any project Transportation Management Plan.

Boutique Hotel/Condo District (B-HC)

Policies

Policy 3:

All development and redevelopment projects may be required to provide an easement to the City for unimproved public access landward of the mean high water line to provide a continuous, uninterrupted pedestrian beach system.

Policy 4:

Professional landscaping and design standards consistent with the standards contained in the LDC shall be the minimum required on the entire building site for new development that exceeds 75% of the buildable site, with particular emphasis on the Gulf Boulevard frontage and screening from any adjacent low-rise residential use that may include landscaping and privacy walls. Landscape design, including the type and quantity of plant material as well as creative tropical hardscape designs, shall be consistent with the quality and character of a high quality tropical resort destination

Policy 5:

Increased building setbacks from Gulf Boulevard shall be required for increases to building height allowed for temporary lodging uses.

(2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:

- a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;**

The proposed hotel has a greater number of stories (seven stories) than either abutting property, with the property to the south having four stories above parking and the property to the north having two total stories. The property to the south appears to have a higher density per acre compared to that of the subject site, while the property to the north appears to have a lower density per acre. Staff find that the overall function of the area will not be significantly affected, given that the district and vicinity has historically featured boutique hotels and the three properties to the immediate south of the subject property feature structures of four-to-six stories above parking. Staff find that revitalization of temporary lodging properties in this district is a goal of the City and find the project would have a positive impact should potential concerns be mitigated.

- b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;**

This application does not impact any known city, state or federally designated historic, scenic, archaeological, or cultural resources.

- c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features.**

The building contains more stories than the buildings to the north and south, although it meets the City's step-back height standards for developments in the district as well as required setbacks from abutting properties as proposed. The applicant has indicated that landscaping will be installed along the southern end of the site, and limited landscaping will be installed along the northern side.

The building is set more toward the northern end of the site than the south, and the southern side of the building only has a portion in which all five floors extend to the minimum setback; the remainder of the building is recessed, with only an elevated deck present at the minimum setback. The northern side extends to the minimum setback of 10% of the lot width, although this side does contain insets which somewhat recesses the upper stories of the building near the rear of the lot.

- (3) **Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety;**

Staff are recommending conditions to mitigate noise from outdoor eating and drinking areas proposed for the resort and will require during the final site plan review that all vehicular areas are screened from adjacent properties through a fence, wall, or landscaping.

Customer areas at the resort appear to be relatively contained to elevated spaces, including an elevated deck, and staff do not anticipate issues with increased litter. With the exception of one unit per floor that is located on the northern side of the structure, the majority of lodging units are located along the southern enclosed end of the building which overlooks the on-site deck and parking lot rather than abutting properties.

The applicant submitted a traffic assessment prepared by a Professional Transportation Planner on December 23, 2020 which found the development would

generate 28 peak hour directional trips onto Gulf Blvd, which is lower than the 51 peak hour trips required to submit a Transportation Management Plan or detailed traffic study. However, the applicant shall pay multimodal impact fees for increased intensity and density at the site, or demonstrate through an independent fee analysis that said fees are not required. Staff do not anticipate any impacts from on-street parking, as no such parking is proposed or eligible to be reserved for resort use. The applicant will be required to install a ten-foot sidewalk with pedestrian-scale lighting, amenities and shade trees, and staff are recommending that a pathway be established from the sidewalk to the front of the building to provide additional pedestrian comfort.

The City currently operates a “Freebee” shuttle service which is available to all properties south of the County Beach Parking Lot, which includes the subject property.

- (4) Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely;**

The subject property is below the threshold required to provide an off-street loading area. The applicant has worked with FDOT on an approved frontage plan that will preserve visibility at the front of the site and substantially narrow access points, a goal of the City’s Comprehensive Plan. The frontage proposed would allow for a waste truck to access the site and safely access the site’s dumpster.

After the initial public hearing in February 2021, in which the case was continued, the applicant has modified their site plan to provide the minimum amount of required parking on site, and will not be pursuing a valet arrangement in this request. The site provides the minimum number of spaces at the City’s minimum dimensional standards.

- (5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;**

Staff are recommending conditions related to mitigation of noise associated with outdoor uses such as restaurants, prohibiting the conversion or operation of the temporary lodging use as a residential use, vehicular area screening, and landscaping maintenance. Other conditions that preserve the health, safety and/or welfare may be imposed by the City Commission in the approval of this project.

- (6) **Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation;**

The applicant states that they have more than forty years of hospitality experience and recently completed a 125-room upscale hotel in Madeira Beach. They further state they have a financially strong and stable team of investors.

- (7) **Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.**

Staff have been in contact with the applicant for several months and have discussed requirements imposed by the Land Development Code, many of which have been integrated into the conceptional site plan which accompanies this request. Staff will ensure that all criteria imposed by the Land Development Code, as well as any conditions of approval for this request, are evaluated and accepted at the appropriate time.

Sec. 4.12. - Criteria for review of conditional use applications.

(a) Conditional use applications within the community redevelopment district shall be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

- (1) Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services;**

The applicant understands that the Certificate of Occupancy for new construction will be delayed until such time as the sewer project currently underway has been completed, and has stated to Staff that they will time their construction completion to coincide with the completion of the sewer. The applicant will be responsible to pay for connection fees to defray the cost of their share of the sewer capacity to be consumed by this project. The applicant will be responsible for applicable fire, parks and library impact fees.

Staff has advised the applicant to coordinate the installation of the ten-foot sidewalk with the City. Coordination efforts will need to coincide with the sewer and electrical undergrounding projects along Gulf Boulevard.

Staff recommend a condition to require that the ten-foot sidewalk be installed along Gulf Boulevard, with the installation to occur at the discretion of the City. Any portion of the ten-

foot sidewalk that extends into the subject property shall be provided to the City as a permanent public pedestrian access easement prior to the approval of the final site plan.

(2) Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways;

The under-building arrangement has been modified to provide sufficient on-site parking for the proposed increase in density and intensity at the subject site. The applicant has also worked with the FDOT to eliminate a proposed third curb cut at the northern end of the frontage, which had originally been proposed for dumpster access, to allow for waste trucks to circulate within the main entrance.

Pedestrian amenities, as required by Code, shall be reflected on the final site plan.

(3) Hydrological features and storm water management infrastructure;

The applicant shall be required to adhere to the City's standards for flood control and site drainage as found in Code of Ordinances Chapter 106.

(4) Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas;

The applicant states they are committed to building an aesthetically pleasing hotel that features both modern amenities and versatility, and is compliant with all building requirements regarding design and appearance. The Land Development Code does not impose certain architectural styles on new developments within the Community Redevelopment District, but does provide select standards related to breaks in massing and building planes and requirements that elevations be covered in a certain percentage of windows or architectural decoration. Staff have indicated to the architect that these items will need to be affirmed on elevations provided during the site plan review process.

The building meets the height step-back standards imposed by the Land Development Code for the district, as well as required setbacks.

The applicant is proposing two signs per the elevation renderings which will be required to meet size and lighting standards as applicable. A maximum of three exterior signs are permitted for the site.

(5) Site landscaping, open space provision and impervious surface limitations;

The applicant shall be required to provide a minimum eight-foot-wide landscaping zone at the front of the property adjacent the expanded sidewalk except for where driveways cross property lines. As the property abuts resort condominiums and timeshares landscaping buffering is not required along the side property lines as a result of the use, but adequate landscape or barrier screening of the parking lot shall be required on both the southern and northern ends of the site.

The site is limited to an absolute maximum impervious surface ratio of 0.85, which the applicant acknowledges is not variable.

(6) Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance;

Staff have expressed to the applicant that the development shall comply with all local codes related to lighting, including marine turtle protection lighting standards imposed by both the city and county. The applicant shall be required to comply with operational and occupancy restrictions imposed by the Land Development Code, including the prohibition on conversion of units to residential at existing density and height, inability to use units for homesteading or home occupational licensing, and requirements for filing of covenants prohibiting conversion to permanent residential dwellings, as listed in the Land Development Code. Conditions for noise abatement have been proposed by staff. The applicant shall be responsible for facility upkeep as regulated in the Code of Ordinances.

(7) Fire suppression and facility security;

The applicant shall be required to follow site requirements for fire access to the structure, including provisions for an access road, a truck maneuverability exhibit, and other requirements of the Fire Marshal.

(8) Emergency management and hurricane evacuation provisions; and

The use shall comply with all county and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors prior to evacuation orders being issued for residents. The restrictions and procedures contained within the hurricane closure and evacuation plan shall apply to all on-site workforce living accommodations, as applicable.

(9) For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

- a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and**

The building is proposed at a 12'-8" side setback on the northern side, and a 23'-6" side setback on the southern side, which complies with the BHC District standard of a combined side yards measurement of 30% of the lot width. As lot width is defined as "the average distance between the property lines connecting the front and rear zoning lot lines at each side of the zoning lot", the setback is slightly lesser (about half a foot) than it would be had the front and rear lot lines been completely perpendicular.

b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

The proposed rear setback of the structure from the CCCL, with 10' required to the building face and 7' to any open stairs or balconies, appears to be similar to the structure to the south and appears to encroach to a greater degree toward the CCCL than the structure to the north. However, the slant of the properties relative to the beach means that the impact on waterfront views of a property to the north appears to be lesser than one to the south, all else equal.

(b) Any of the foregoing elements may be omitted from the conditional use application upon agreement of the city commission.

(c) Content additional to the foregoing may be included in the application, so long as such content is consistent with the applicable requirements of this Code.

In addition per LDC Division 4, Conditional Use Permits, Section 4.11, Conditional uses in designated community redevelopment district:

It is the intent of the city that the aesthetic and functional characteristics of new development shall be regulated to insure consistency with the stated objectives of city redevelopment policy and that all new development is undertaken in a manner consistent with the best interests of the community. In instances of development projects which are of significant density or intensity, the complexity of the construction and operation of such projects require a higher than usual level of public security and technical review prior to permitting, and necessitate the articulation of specific requirements on the part of both the developer and the city to ensure that such developments are in harmony with community character and consistent with the policies of the community redevelopment plan. The provisions of this section are intended to supplement the stated requirements of this division and other divisions of the Land Development Code and provide for the incorporation of provisions into conditional use approvals which address issues of public concern.

(d) The allocation of temporary lodging from the B/HC density pool established in the Comprehensive Plan shall be by ordinance. To be awarded units from the density pool, the City Commission shall evaluate any proposal to draw from the density pool on a merit basis to include, but not be limited to, the provision of public benefits such as the following:

- (1) Surplus on-site parking to be reserved for the public, and/or public or private multimodal transportation enhancements; *None.*

- (2) Public beach access with an easement made to the City for beachfront properties that are not otherwise required to provide access, or wider or multiple public beach accesses for properties required to provide access;

The applicant is proposing that the existing public beach access located to the south will be expanded to 10 feet in width along the southern border of the subject property. A permanent pedestrian access easement will be provided to the City for the portion of this beach access that expands onto the applicant's property.

- (3) Additional public art or amenities; *Staff recommends the applicant consider incorporating additional public art or amenities into the site plan design.*

- (4) Public boat slips; *N/A.*

- (5) Workforce housing; *N/A.*

- (6) Integration of additional green building principles, or other principles such as wellness, into new development or redevelopment projects;

The applicant is proposing to incorporate at least two (2) of the eight (8) energy and environmental design features into the construction project. Other emerging green building standards, and other certifications for building design such as wellness, may be considered in lieu of the criteria listed in the LDC.

- (7) For Gulf-front properties not otherwise required to provide such, an unimproved public access easement landward of the mean high water line;

The applicant is proposing to dedicate to the City an unimproved public access easement landward of the mean high water line for the portion of their private property which extends to said line. This unimproved public access easement shall be a minimum of 10 feet in width and run north and south.

- (8) Additional landscaping above and beyond existing Land Development Code requirements.

Staff recommends the applicant consider incorporating additional landscaping, above and beyond the minimum code requirements, into the site plan design.

- (9) Other public benefits proposed by citizens or the applicant at community meetings, which may be considered by the City Commission.

Staff recommends the applicant consider incorporating free meeting room space for homeowner association groups to benefit the citizens of St. Pete Beach.

It is the intent of the city that requests for public benefits such as those listed above be considered within the contexts of the scale of the development proposal, the local and citywide impact of the proposal, the size and proportion of the density pool request, and the degree to which the benefits proposed and development itself advance the goals, objectives and/or policies of the district specifically and the Community Redevelopment District generally. This list is not considered to be exhaustive, nor is any one benefit or set of benefits required to be included in a proposal unless said benefit(s) are made condition(s) of development approval by the City Commission.

STAFF RECOMMENDATION

It has been determined that the reviewing body (City of St. Pete Beach City Commission) is empowered under the LDC to grant a Conditional Use for application #20090.

Staff is recommending approval for the following conditional uses:

- (1) **the new temporary lodging use to exceed 50 feet in height;** *The maximum height of the proposed structure is 76 feet. The Comprehensive Plan indicates that increased building setbacks from Gulf Boulevard shall be required for increases to building height allowed for temporary lodging uses. The proposed building design implements the City's step-back height standards outlined in the BH/C District.*
- (2) **a density greater than 30 units per acre;** *The Vista on the Gulf, to the south of the subject property, has a higher density per acre compared to that of the subject site. Staff find that the overall function of the area will not be significantly affected, given that the BH/C District and vicinity has historically featured boutique hotels and the three properties to the immediate south of the subject property feature structures of four-to-six stories above parking. The revitalization of temporary lodging properties in this district complies with the goals of the City and the project would have a positive impact should potential concerns be mitigated.*
- (3) **to allocate additional units from the B/HC density pool;** *Staff find that the development meets the merit-based criteria adopted by the City for allocation of density pool units by (1) enhancing the existing public beach access from Gulf Boulevard to the Gulf of Mexico, by (2) integrating green building principles, or other principles into the redevelopment project and by (3) establishing a north/south public access easement landward of the MHWL.*
- (4) **a roof dining and/or drinking areas;** *Staff are recommending hours of operation and reduced music levels for the roof dining and/or drinking area to mitigate noise complaints to the adjacent properties to the north and south.*

Granting the requests will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district provided the conditions as proposed by staff are adhered to. Should the City Commission grant the Conditional Use, the applications should be subject to the following conditions:

Administrative Approval Conditions

1. The number of temporary lodging units permitted on the subject property shall be contingent on final action on companion Ordinance 2021-04 which allocates up to fifteen (15) temporary lodging units from the Boutique Hotel/Condo Density Pool to the subject property. Any temporary lodging units awarded from the Density Pool shall be returned to the Pool should a building permit not be obtained within one (1) year of the date of the passage of companion Ordinance 2021-04, or should "continual construction" as defined in Division 2 of the Land Development Code cease, unless extended by resolution of the City Commission;
2. Should the subject property receive fewer than the 54 temporary lodging units sought through this Conditional Use Permit and companion Ordinance 2021-04, the floor area ratio (FAR) of the structure shall be reduced in compliance with the equation listed in LDC Sec. 46.6(c);

3. The structure's temporary lodging unit FAR shall be based on the whole-unit density awarded from the density pool to the property when combined with base conditional density, rather than any fractional maximum;
4. The conceptional site plan submittal to accompany this application shall be in substantially the same as the final site plan presented to the City. Any major deviations, as determined by the City Manager at his own discretion, may result in the loss of the conditional use approval.

Property Frontage & Public Amenity Requirements

5. The existing sidewalk along the Gulf Boulevard frontage of 4200 Gulf Blvd shall be removed and replaced at the applicant's expense to accommodate a ten-foot-wide sidewalk that allows for safe, unobstructed and efficient pedestrian flow in front of the property. Any portion of the ten-foot sidewalk that extends into the subject property shall be provided to the City as a permanent public pedestrian access easement. The owner shall provide a cost estimate for the sidewalk and letter of credit or bond to the City prior to issuance of any site plan approval for this request, and the sidewalk shall be installed prior to issuance of a Certificate of Occupancy for the subject development. The City at its discretion will determine when the sidewalk expansion work will commence. The owner agrees to provide an electrical utility easement, if necessary, for the electrical undergrounding project.
6. The applicant shall submit a unified landscaping plan reflecting, at the time of submittal of the final site plan which meets or exceeds the landscape shown in the conceptual site plan.
7. If viable, the existing public beach access located adjacent the subject property to the south shall be expanded to a minimum of ten (10) feet in total width along the entirety of the southern portion of the subject property between Gulf Blvd and the beach. A permanent pedestrian access easement shall be supplied to the City for the portion of this beach access that expands onto the applicant's property, and the easement shall be approved by the City Attorney prior to the issuance of any site plan approval associated with this request;
8. The Applicant shall dedicate to the City an unimproved public access easement landward of the mean high water line for any portion of private property which extends to said line. This unimproved public access easement shall be a minimum of 10 feet in width. This unimproved public access easement shall be dedicated to the City prior to the issuance of any site plan approval for the redevelopment. The form and contents of the public access easement shall be acceptable to the City Attorney;
9. The applicant shall provide a pedestrian pathway that links the expanded front sidewalk with the front of the building. The pathway shall be constructed with a distinctive and visually appealing paving pattern such as pavers or stamped concrete, and the design shall be approved by the Community Development Department prior to site plan approval;
10. A minimum of ten bicycle and/or scooter parking spaces shall be installed in a location near the front entryway to the building, and shall be located so as to not cause conflicts with drive lanes or pedestrian access;

Coastal Protection and Conservation

11. The applicant is required to design and construct, in accordance with the requirements of the Florida Department of Environmental Protection, a dune on any portions of the Gulf-front property where no dunes exists. Additionally, any portions of the Gulf-front property where there is an existing dune or where such proposed development would alter any portion of the dune, the applicant shall file a plan in accordance with the requirements of the Florida Department of Environmental Protection for dune restoration. Any new design or restoration of the dune system shall be completed prior to the issuance of a certificate of occupancy.

Additional Landscaping & Irrigation Requirements

12. All vehicular use areas viewable from adjacent property shall be screened in accordance with the landscaping standards of LDC Sec. 22.7(b), with interior landscaping provided in accordance with LDC Sec. 22.7(c)&(d). The expanded pedestrian beach walkway specified in condition #8 may be credited toward the required width of the landscaping buffer located along the southern end of the site. However, under no circumstance shall the landscape portion of said buffer be reduced below three (3) feet in width, unless the parking is screened by an intervening structure such as a fence or wall. When hardship exists, interior landscaped areas of the site can be consolidated and/or relocated with the approval of the Community Development Department, but under no circumstances shall the total required area of interior landscaped areas be reduced below the total required for the site;

Operational & Construction Requirements

13. All amplified music shall be come from the onsite installed equipment and speakers. Amplified music will have no bass. Live music or bands shall be prohibited on the dining deck and rooftop area. The Music Level Limits (dBA) shall not exceed the following levels:
 - Rooftop Location: 83 dBA between (7:00 a.m. – 10:00 p.m.),
73 dBA between (10:00 p.m. – 11:00 p.m.),
50 dBA between (11:00 p.m. – 1:00 a.m.), and
No amplified music after 1:00 a.m.

The Sound Level Limitations outlined in Section 46-132 are in addition to the limits set above.

14. Construction of the temporary lodging use shall incorporate at least two (2) of the eight (8) energy and environmental design features listed in LDC Sec. 39.9 as are appropriate to this use. Other emerging green building standards, and other certifications for building design such as wellness, may be considered in lieu of those listed following review and approval by the Community Development Department;
15. All impact fees and the wastewater connection fees, as may be applicable to this project at the time of building permit issuance, shall be collected prior to issuance of any building permit approval associated with this subject development. The density and intensity of the existing use at this site may be credited against the collection of any new impact fees if provided for in the law regulating such fee(s);

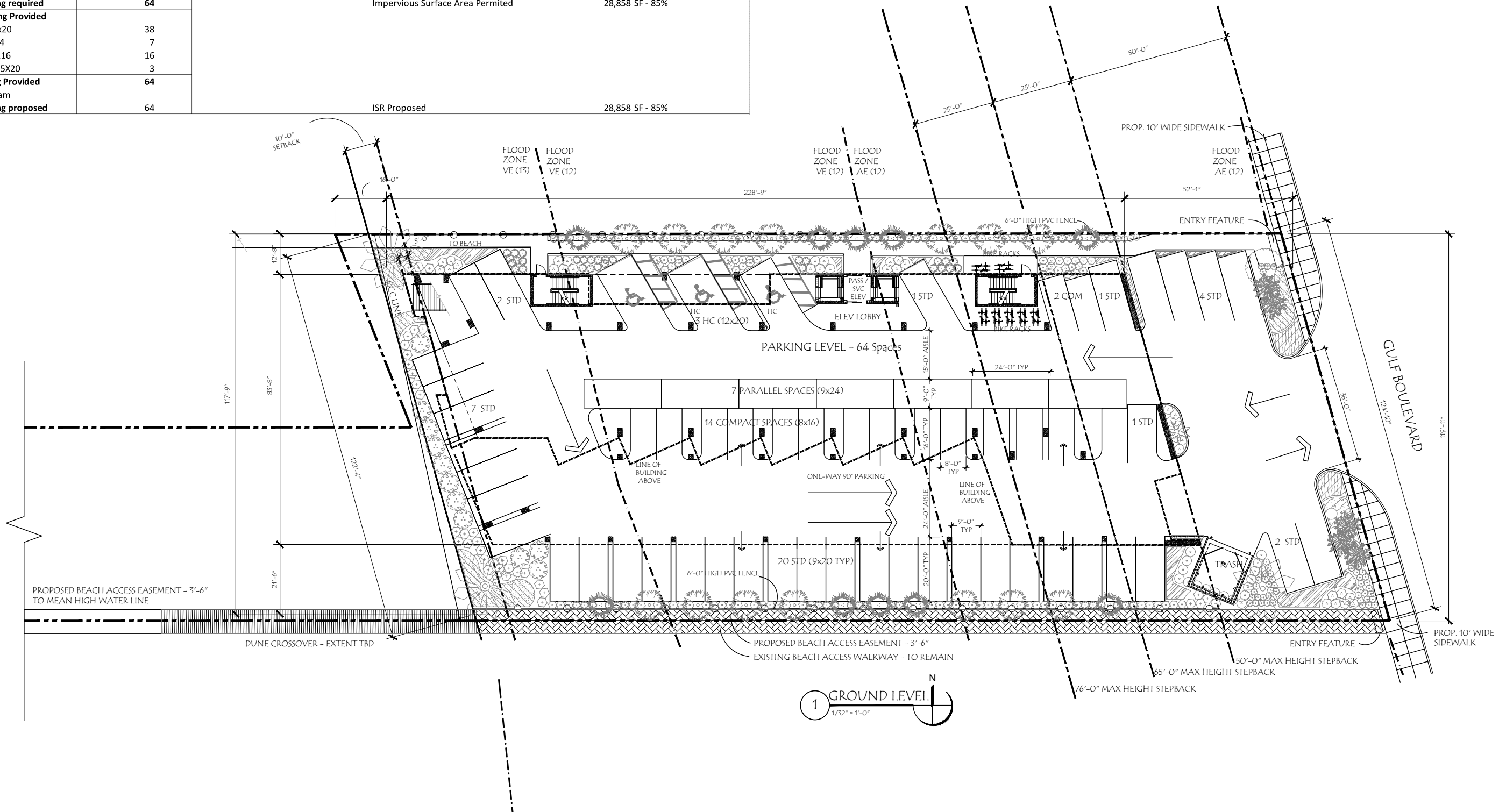
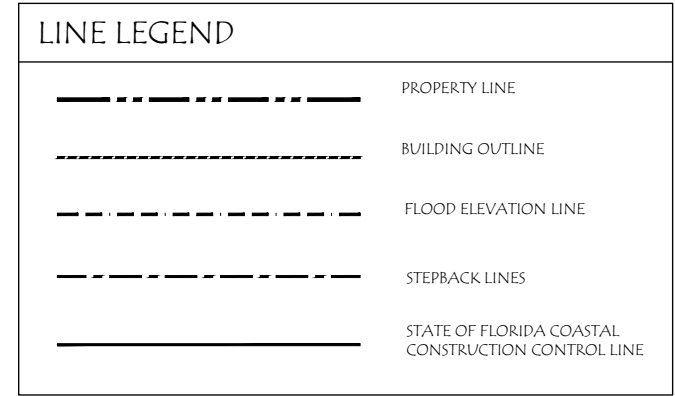
Concurrency Management Requirements

16. Concurrency Management Statements shall be submitted for potable water, sanitary sewer, solid waste, transportation facilities, and stormwater, and a Transportation Management Plan shall be submitted, prior to building permit approval. Approval of these statements and plan shall take place prior to issuance of any site plan associated with this request;

Violation of Stated Conditions

17. Any violation of these conditions shall entitle the City Commission to modify or revoke the Conditional Use Permit.

MIRAMAR HOTEL TABULATIONS																			
	AMENITY	UNIT A	UNIT B	UNIT C	UNIT D	UNIT E	UNIT F	UNIT G	UNIT H	UNIT I	UNIT J	UNIT K	UNIT L	Temporary Lodging UNIT - M	Units per Level	TOTAL			
ROOF LEVEL - POOL AMENITY																0			
LEVEL 6		714	709	723	723	723	723	723	723					1,040	9	6,801			
LEVEL 5		714	709	723	723	723	723	723	723					1,040	9	6,801			
LEVEL 4		714	709	723	723	723	723	723	723	723	732	760	990		12	8,966			
LEVEL 3		714	709	723	723	723	723	723	723	723	732	760	990		12	8,966			
LEVEL 2		714	709	723	723	723	723	723	723	723	732	760	990		12	8,966			
Unit Subtotal		3,570	3,545	3,615	3,615	3,615	3,615	3,615	3,615	2,169	2,196	2,280	2,970	2,080		40,500			
LEVEL 1 - LOBBY, AMENITY	6,790															6,790			
GROUND LEVEL - PARKING																0			
UNIT TOTAL	6,790	5	5	5	5	5	5	5	5	3	3	3	3	2	54	47,290			
PARKING																			
Transient Accommodations										Flood Zone:								VE (13), VE (12), AE (12)	
1.1 per Unit										Lot Area				33,950 SF				0.78 AC	
Lobby, Conference, Fitness										Units Permitted								54.00 Units	
1 per 1000 SF										Unit Area Permitted								40,500 SF	
Retail and restaurant										Unit Area Proposed								40,500 SF	
1 per 200 SF										Amenity Area Permitted									
Office Space										0.2 FAR								6790 SF	
1 per 300 SF										Total Building Area Permitted								47,290 SF	
Space allowance per existing conditions										Total Building Proposed								47,290 SF	
total parking required																		64	
Total Parking Provided										Impervious Surface Area Permitted								28,858 SF - 85%	
Standard 9x20																		38	
Parallel 9x24																		7	
Compact 8x16																		16	
HC 12x20 + 5X20																		3	
Self Parking Provided																		64	
Valet Program																			
total parking proposed										ISR Proposed								28,858 SF - 85%	





ISTVAN L. PETERANECZ
AR94533
FLORIDA

MIRAMAR
BEACH RESORT
4200 GULF BOULEVARD
ST. PETERSBURG, FLORIDA 33706

ISSUED DRAWING LOG:

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PROJECT NO: 19.

ISSUE DATE: 04.07.20

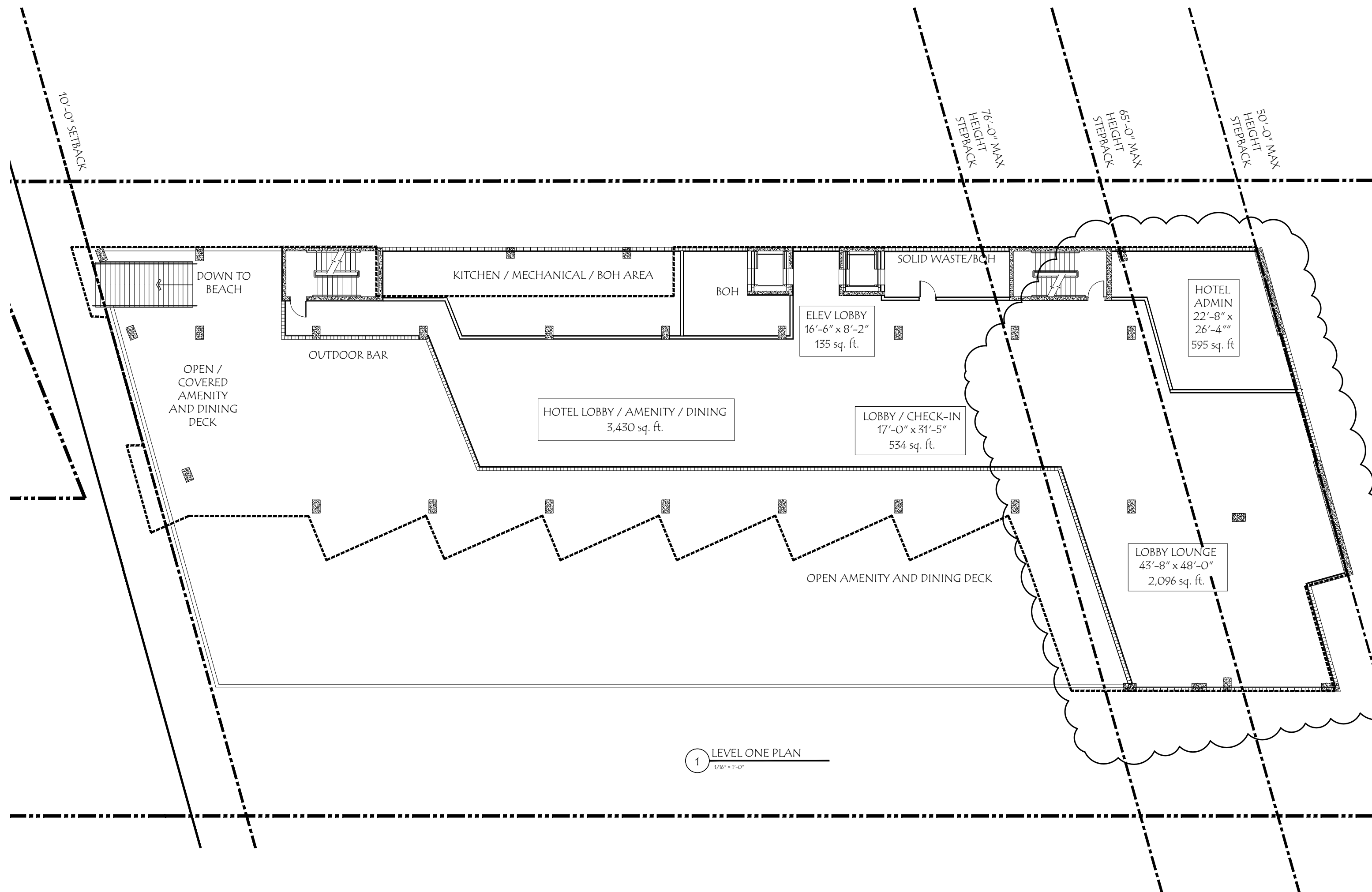
DRAWING TITLE:

LEVEL ONE PLA

SHEET NUMBER:

A-10

EDITION:





STVAN L. PETERANECZ
AR94533
FLORIDA

**MIRAMAR
BEACH RESORT**
4200 GULF BOULEVARD
ST. PETERSBURG, FLORIDA 33706

PROJECT NO: 19.11

ISSUE DATE: 04.07.2021

DRAWING TITLE:

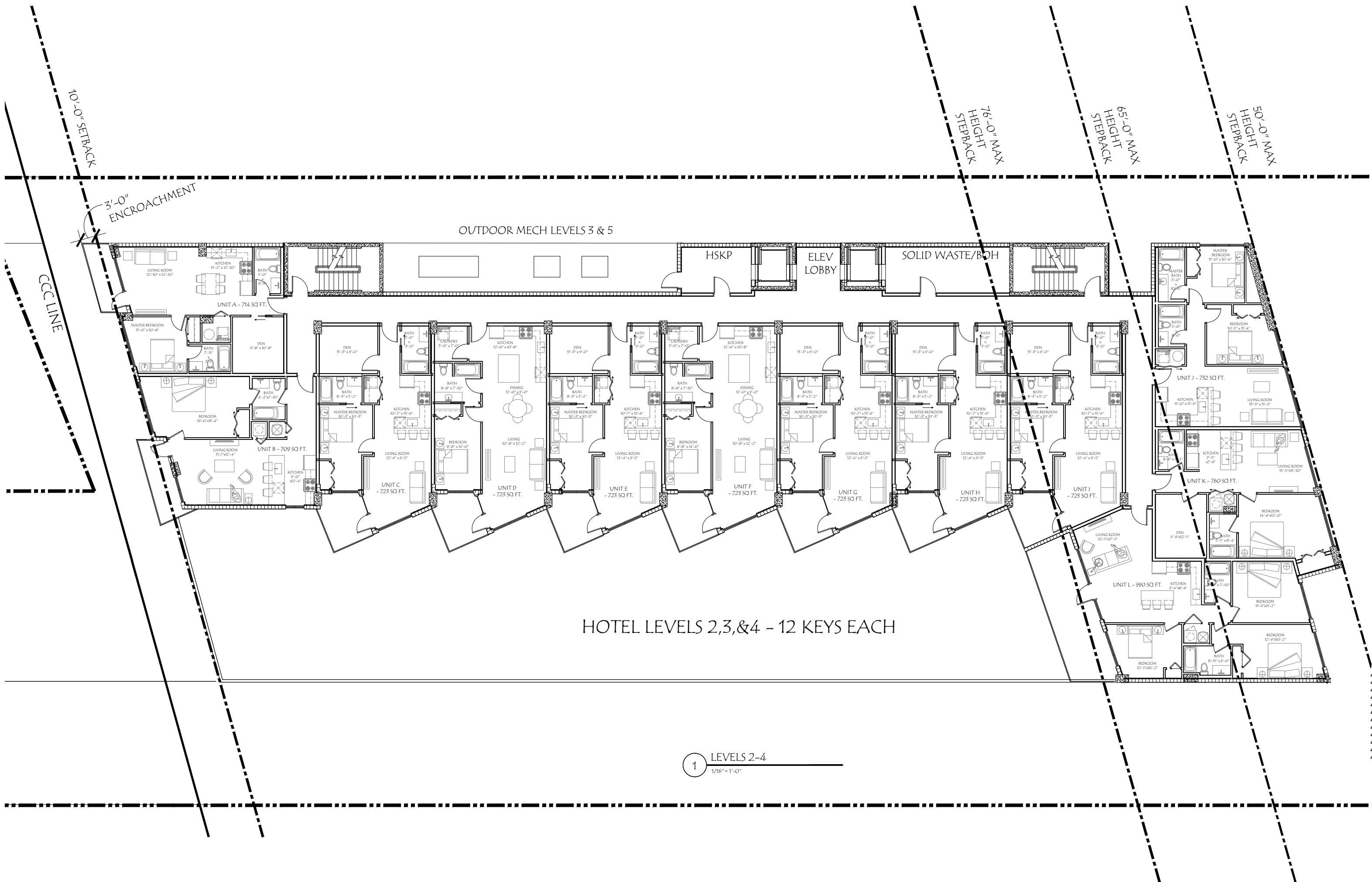
LEVELS 2-4

SHEET NUMBER: _____

A-103

EDITION:

Page 299 of 329





BeharPeteranecz
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2430 TERMINAL DRIVE SOUTH | ST. PETERSBURG, FLORIDA 33712
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MIRAMAR
BEACH RESORT
4200 GULF BOULEVARD
ST. PETERSBURG, FLORIDA 33706

ISSUED DRAWING LOG:

04.05.2021	Landscape Updates
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PROJECT NO: 19.11

ISSUE DATE: 04.07.2021

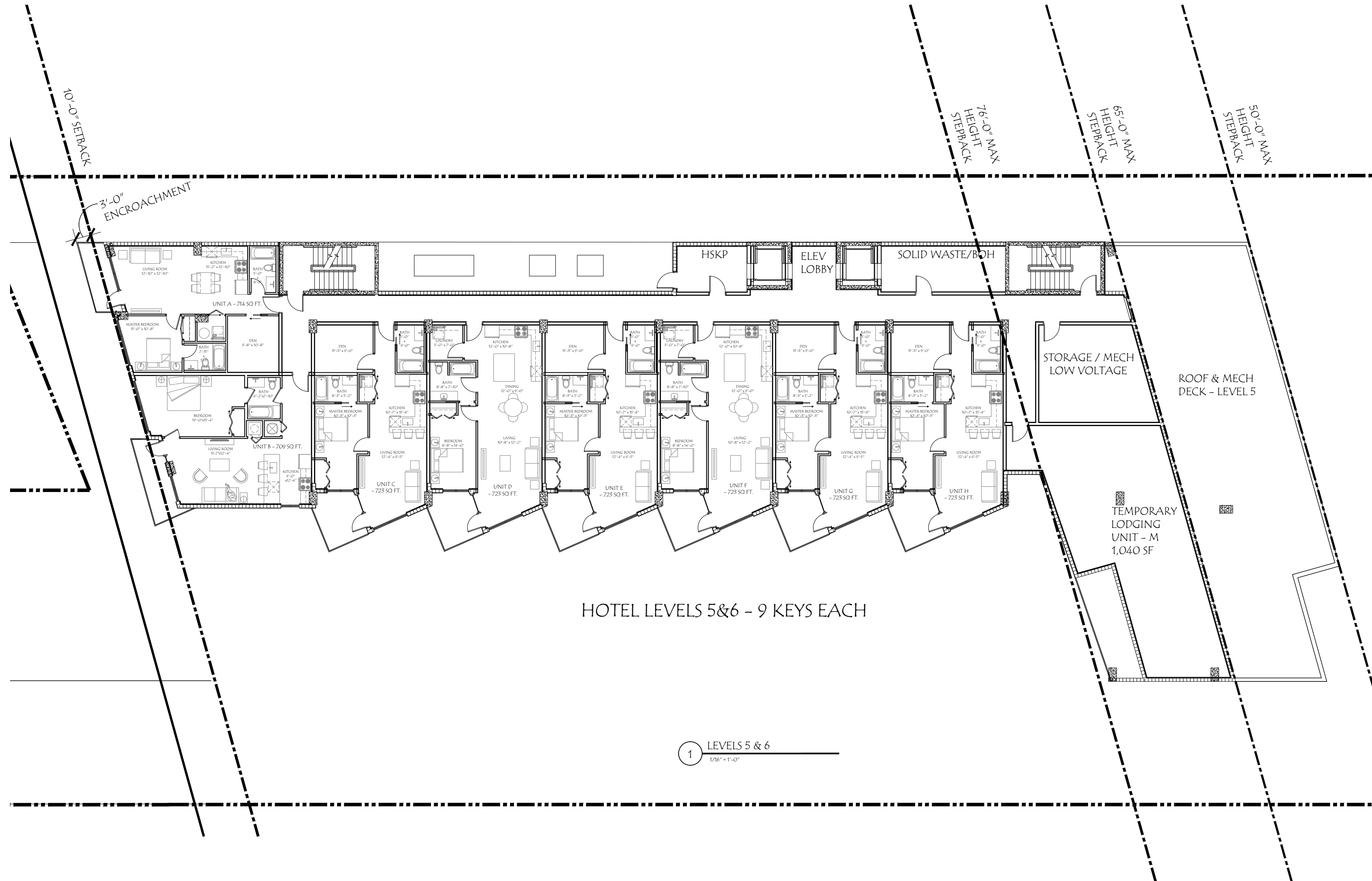
DRAWING TITLE:

LEVELS 5 & 6

SHEET NUMBER:

A-104

EDITION:





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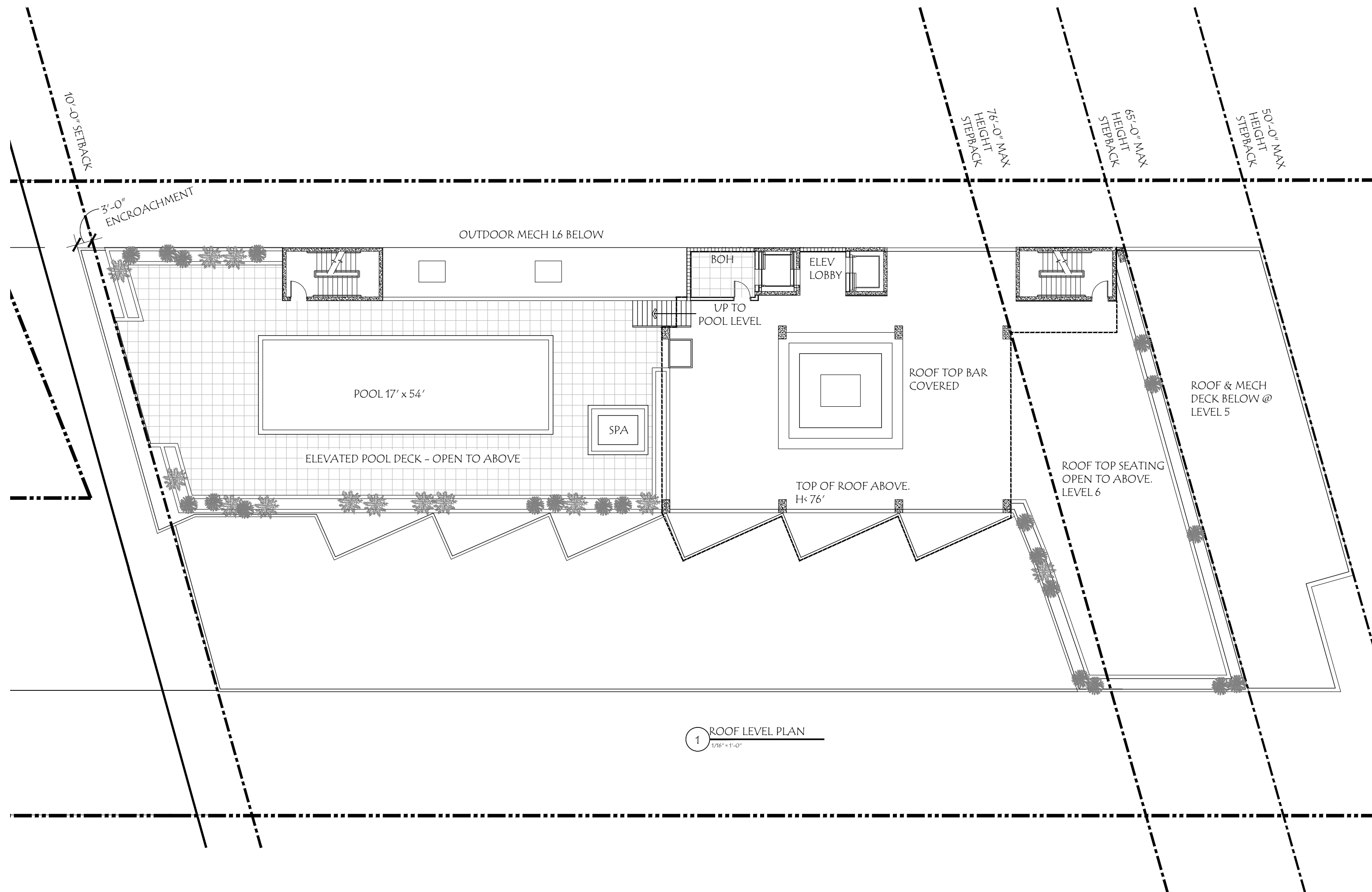
04.05.2021 Landscape Updates

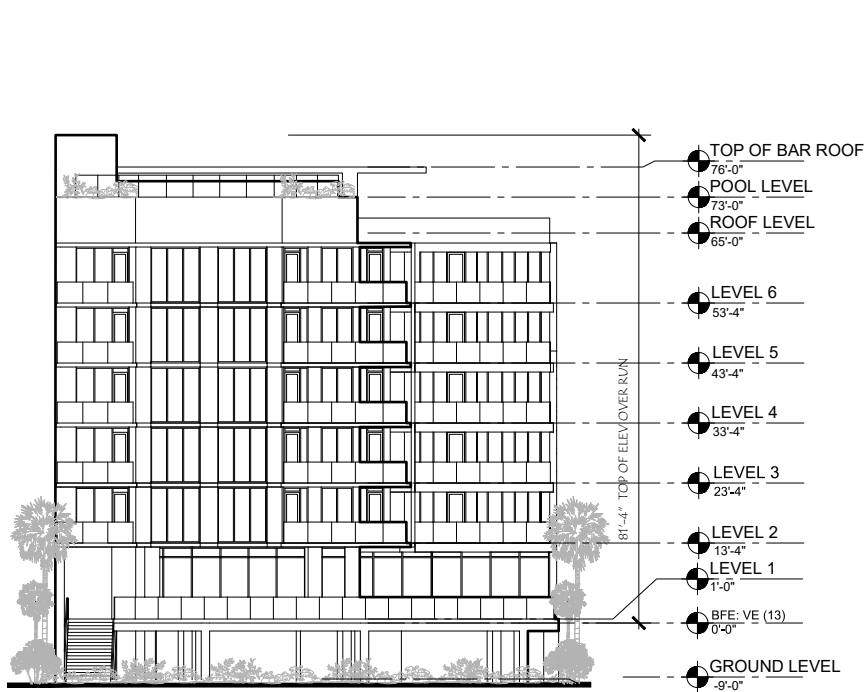
04.07.20

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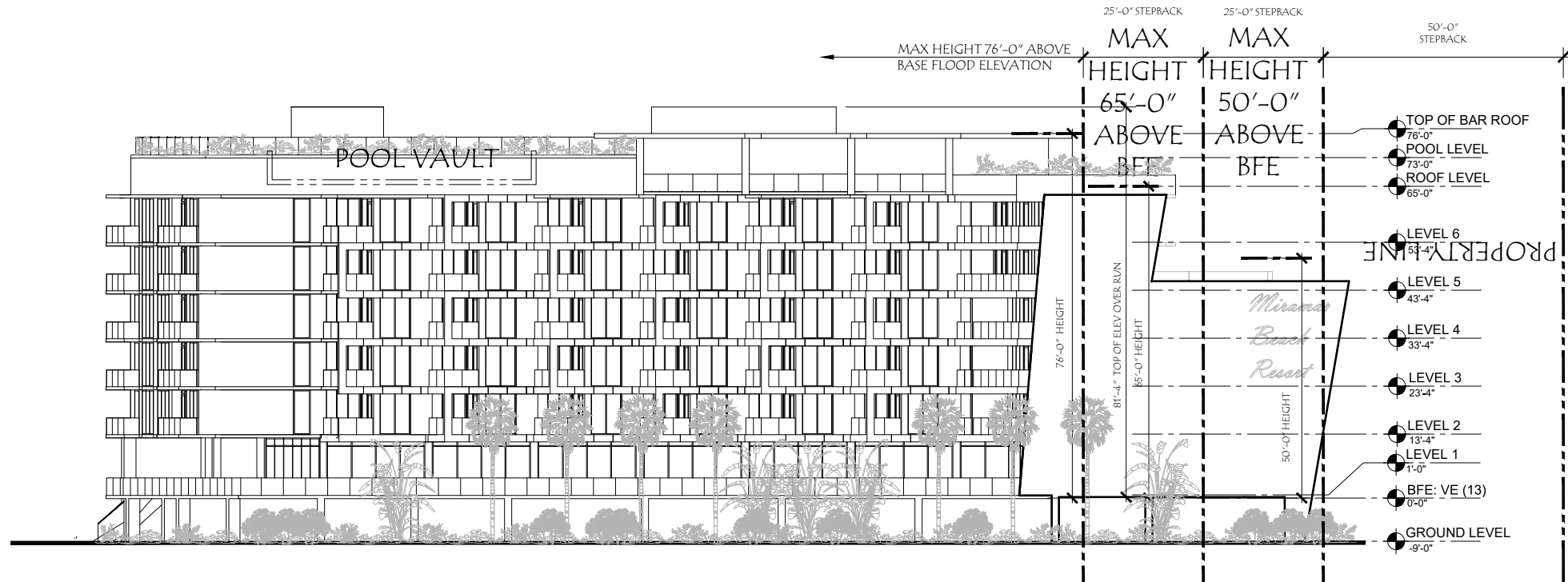
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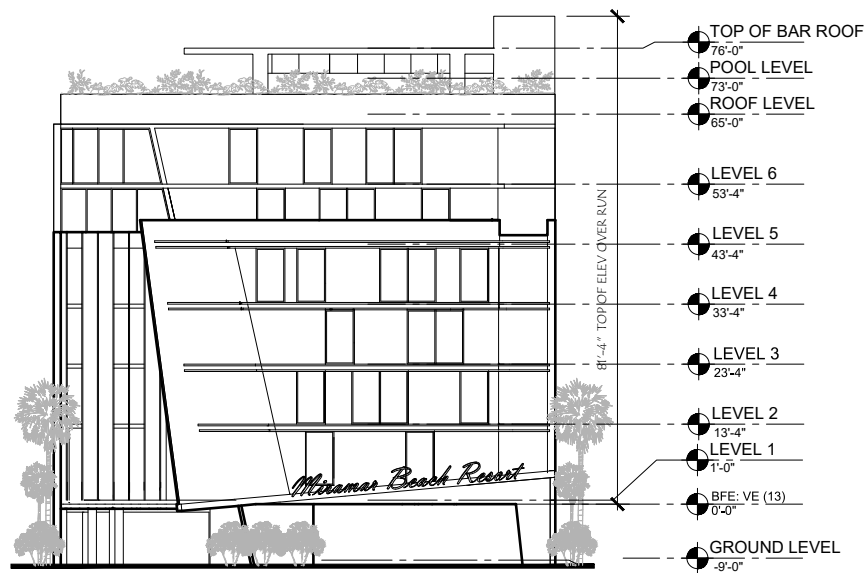
Page 301 of 329



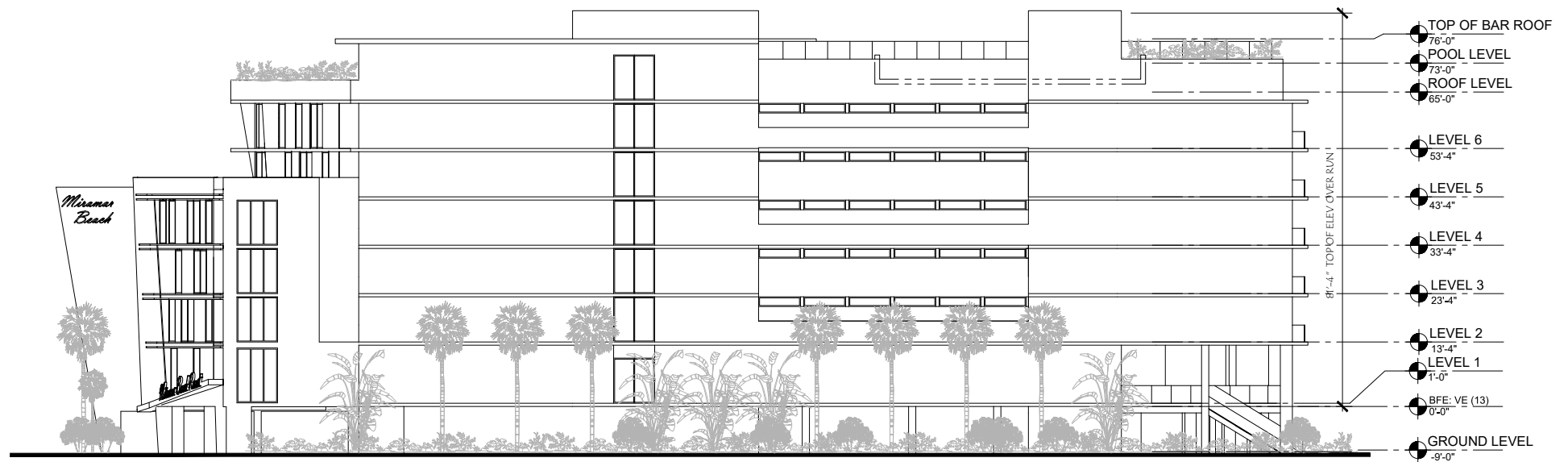
1 WEST ELEVATION
1/32" = 1'-0"



2 SOUTH ELEVATION
1/32" = 1'-0"



3 EAST ELEVATION
1/32" = 1'-0"



4 NORTH ELEVATION
1/32" = 1'-0"



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ST. PETERSBURG, FLORIDA 33706

ISSUED DRAWING LOG:

04.05.2021	Landscape Update
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PROJECT NO: 19.11

ISSUE DATE: 04.07.2021

DRAWING TITLE:

EXTERIOR
ELEVATION

SHEET NUMBER:

A-201

EDITION:



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ST. PETERSBURG, FLORIDA 33706

ISSUED DRAWING LOG:

04.05.2021	Landscape Updates	

PROJECT NO: 19.11

ISSUE DATE: _____

04.07.2021

DRAWING TITLE:

CONCEPTUAL IMAGES

SHEET NUMBER: _____

A-301

EDITION:



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ST. PETERSBURG, FLORIDA 33706

ISSUED DRAWING LOG:

[illegible]

PROJECT NO: 19.11

ISSUE DATE: 04.07.2021

DRAWING TITLE:

CONCEPTUAL IMAGES

SHEET NUMBER: _____

A-302

EDITION:



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BEACH RESORT
4200 GULF BOULEVARD
ST. PETERSBURG, FLORIDA 33706

ISSUED DRAWING LOG:

[illegible]

PROJECT NO: _____

ISSUE DATE:

DRAWING TITLE:

CONCEPTUAL IMAGES

SHEET NUMBER:

A-303

EDITION:



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MIRAMAR
BEACH RESORT
4200 GULF BOULEVARD
ST. PETERSBURG, FLORIDA 33706

ISSUED DRAWING LOG:

[illegible]

PROJECT NO: _____

ISSUE DATE: _____

DRAWING TITLE:

CONCEPTUAL IMAGES

SHEET NUMBER:

A-304

EDITION:



BeharPeteranecz
ARCHITECTURE | INTERIORS
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FLORIDA

MIRAMAR
BEACH RESORT
4200 GULF BOULEVARD
ST. PETERSBURG, FLORIDA 33706

ISSUED DRAWING LOG:

 Landscape Updates

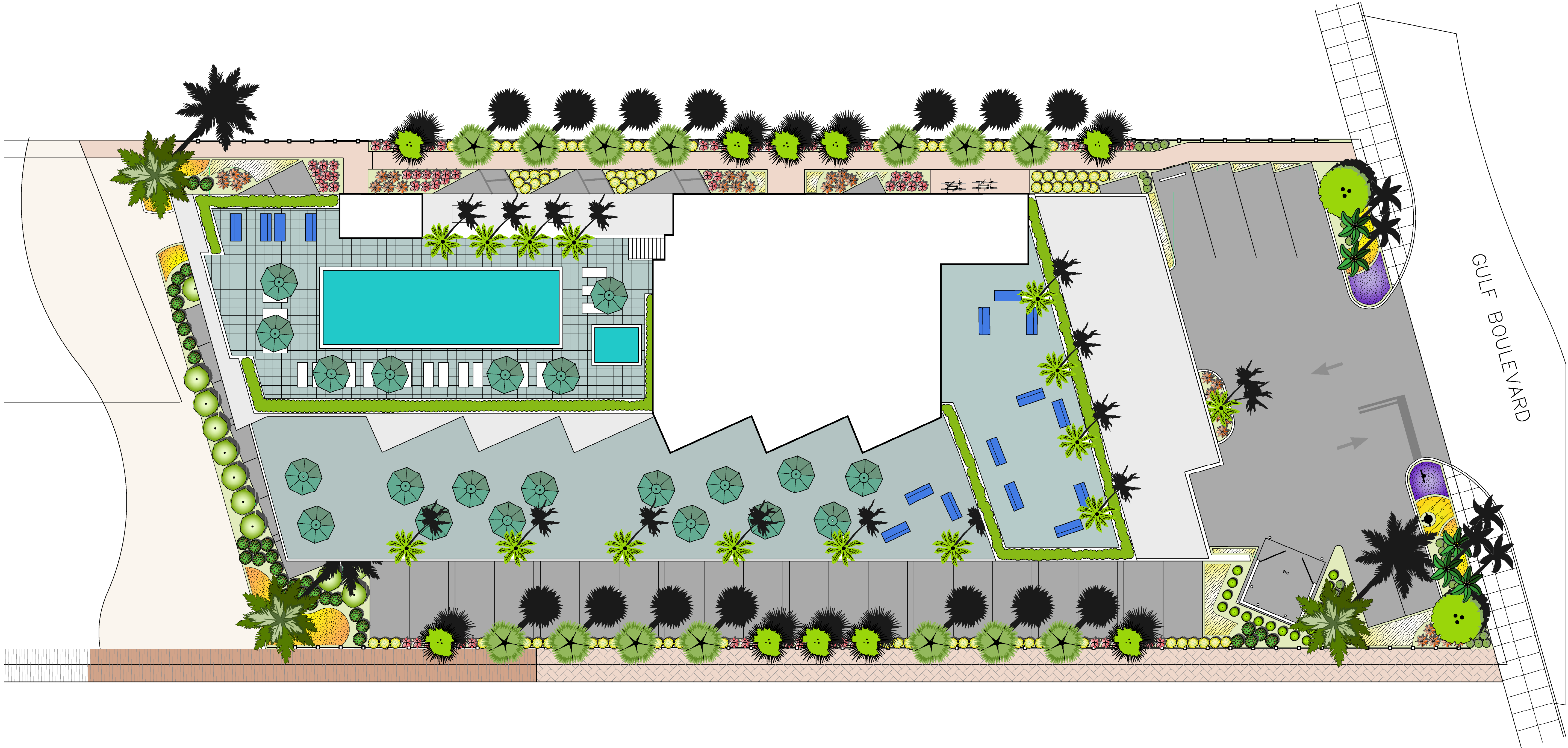
PROJECT NO: _____

ISSUE DATE: _____

DRAWING TITLE:

CONCEPTUAL
IMAGES

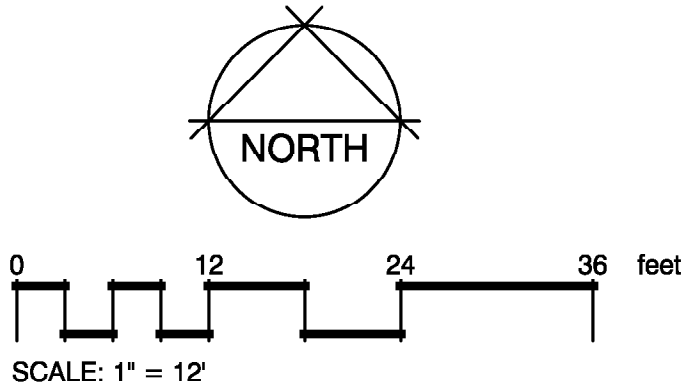
EDITION:



Greenspace Outside of 50' Front Setback

Greenspace Required: 440 SF

Greenspace Provided: 3,010.13 SF



ROBERSON RESOURCE GROUP
Landscape Architecture & Consulting
3192 Little Road, #125, Trinity, Florida 34685
Phone: 727-226-4236 Fax: 727-226-4236
Web: RRGLA.com
LA0001461 & LC00000287

CONSTRUCTION PLANS ARE
NOT VALID UNLESS SIGNED
& EMBOSSED WITH
LANDSCAPE ARCHITECT'S
SEAL

PATRICK D. ROBERSON
FLORIDA REGISTERED
LANDSCAPE ARCHITECT
NO. LA0001461

Project Title
MIRAMAR BEACH RESORT
St. Pete Beach, Florida

Project No.
21-011
Date
04/07/21
Sheet
LR1

Revision
Date



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SEAL

PATRICK D. ROBERSON
FLORIDA REGISTERED
LANDSCAPE ARCHITECT
NO. LA00001461

6			
5			
4			
3			
2			
1			
Revision			Date

Project Title





Gulf Coast Consulting, Inc.

Land Development Consulting

Engineering • Planning • Transportation • Permitting

ICOT Center

13825 ICOT Boulevard, Suite 605

Clearwater, FL 33760

Phone: (727) 524-1818

Fax: (727) 524-6090

December 21, 2020

Mr. Kevin R. Bowden, Managing Partner

Miramar Beach Resort, LLC

388 150th Avenue

Madeira Beach, FL 33708

Re: **Miramar Beach Resort – 4200 Gulf Blvd., St. Pete Beach Traffic Assessment**

This Traffic Assessment is being prepared for the proposed redevelopment of the Miramar Beach Resort at 4200 Gulf Blvd in St. Pete Beach. The proposed redevelopment will include a 54 room hotel with a 1,800 SF sit-down restaurant on the lobby level. Although hotels typically include small restaurants, the restaurant was evaluated separately for traffic purposes to be conservative.

According to the Forward Pinellas 2019 Level of Service Report, the adjacent segment of Gulf Boulevard (Pinellas Bayway – 75th Avenue) operates at LOS D carrying 25,357 vehicles per day AADT and 1,201 vehicles peak hour/peak direction. The LOS D peak hour directional capacity of this 4-lane divided roadway is 1,870 vehicles per hour, and the existing volume to capacity ratio (v/c) is 0.642.

The 54 room hotel and 1,800 SF restaurant would generate 653 daily trips, of which 50 trips would occur during the PM peak hour (28 entering/ 22 exiting. Excerpts from ITE Trip Generation, 10th Edition are attached. The addition of 28 peak hour directional trips onto Gulf Boulevard would slightly increase the peak hour/peak directional volume to 1,229 vehicles resulting in a 0.657 v/c ratio. Therefore ample capacity exists to support the proposed redevelopment.

According to the Pinellas County Multi-Modal Impact Fee Ordinance, development projects generating less than 51 peak hour trips are required to pay a multi-modal impact fee and are not required to submit a TMP plan or detailed traffic study.

Sincerely,

Robert Pergolizzi, AICP/PTP
Principal

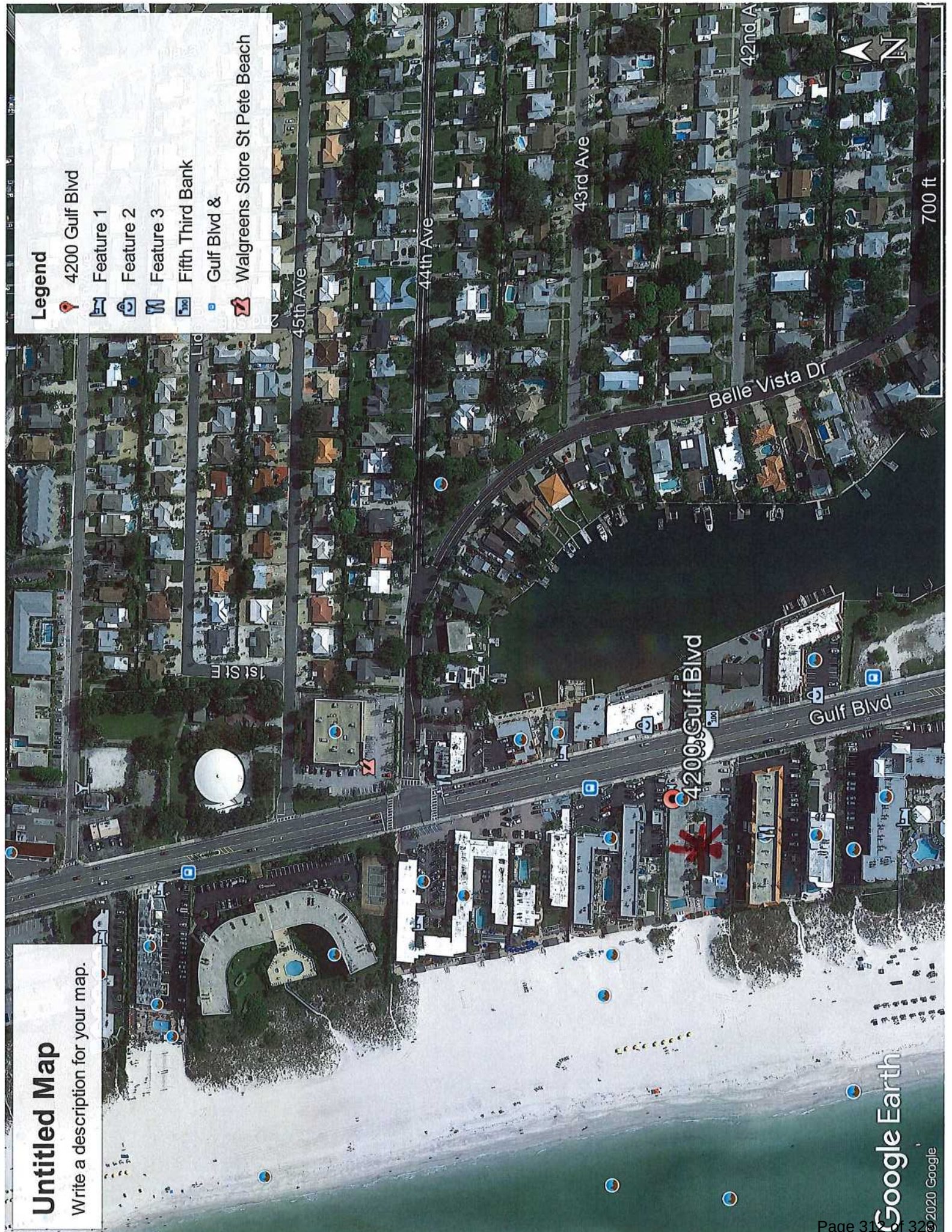
Cc: 20-098

Untitled Map

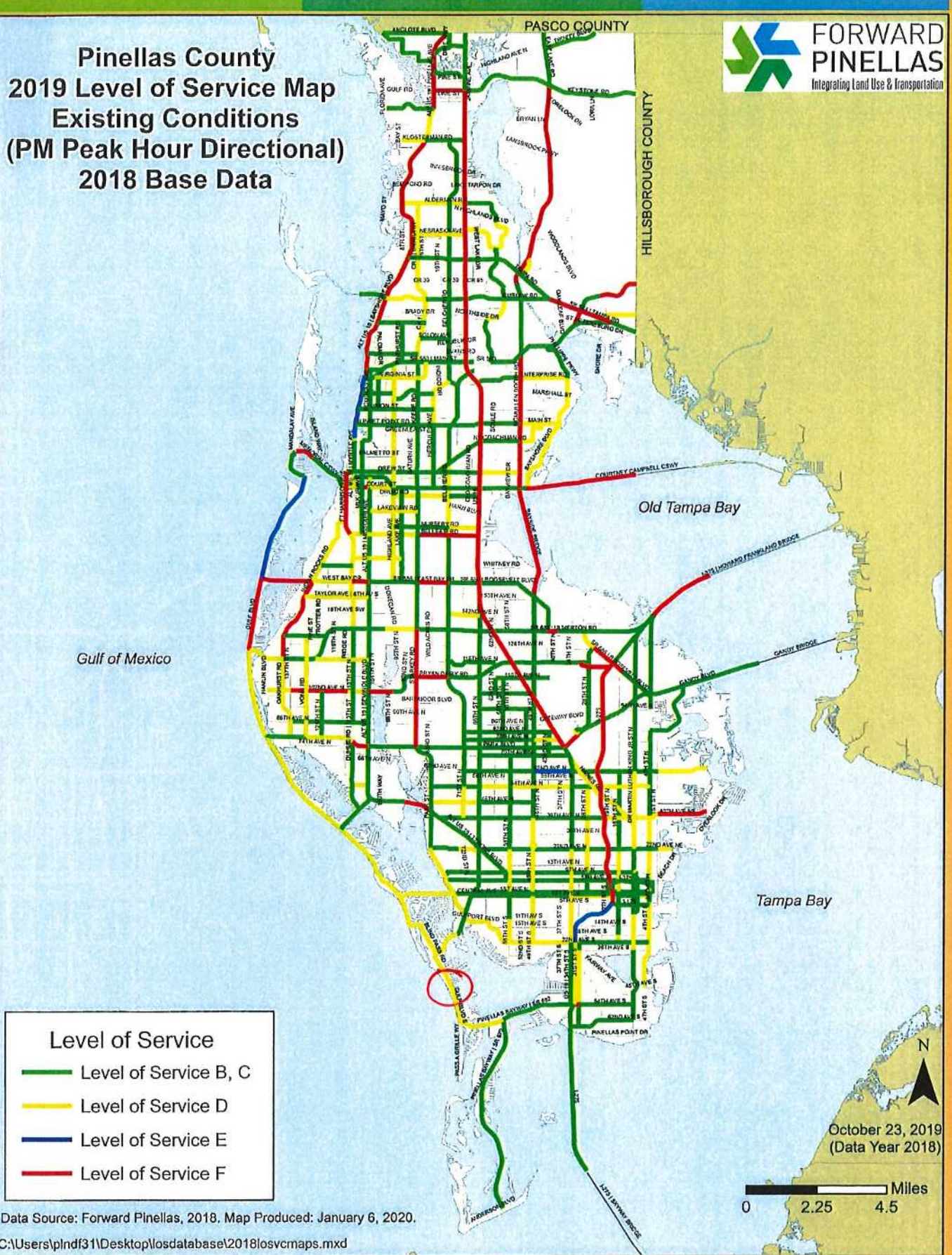
Write a description for your map.

Legend

- 4200 Gulf Blvd
- Feature 1
- Feature 2
- Feature 3
- Fifth Third Bank
- Gulf Blvd &
- Walgreens Store St Pete Beach



**Pinellas County
2019 Level of Service Map
Existing Conditions
(PM Peak Hour Directional)
2018 Base Data**



Facility	Road	Juris	Length (miles)	Signals per Mile	LOS	AADT	Vol.	Physical Capacity	V:Cap Ratio	Def. Flag	Fac. LOS
691 - GANDY BLVD: (BRIGHTON BLVD -to- 4TH ST N)	4D	SR	0.74	0	T	26000	1358	3760	0.361	0	C
692 - GANDY BLVD: (4TH ST N -to- DR ML KING JR ST N)	4D	SR	0.54	0	T	31028	1621	3760	0.431	0	C
693 - GANDY BLVD: (DR ML KING JR ST N -to- I-275 EAST RAMP)	6D	SR	0.997	2.436	T	51500	2690	2830	0.951	0	C
694 - GANDY BLVD: (I-275 EAST RAMP -to- GRAND AVE/GANDY ACCESS)	6D	SR	1.137	0.911	T	59500	2690	2940	0.915	0	C
695 - GANDY BLVD: (GRAND AVE/ GANDY ACCESS -to- US 19)	4D	SR	0.619	0	T	67500	3526	3760	0.938	0	F
705 - GATEWAY EXPRESS/BRYAN DAIRY RD: (US 19 -to- 49TH ST N)	6D	CR	0.717	1.395	T	32000	1672	2646	0.632	0	C
706 - GATEWAY EXPRESS/ROOSEVELT BLVD: (ULMERTON -to- 49TH ST NB RAMP)	4D	SR	1.255	1.703	T	35000	1828	1960	0.933	0	C
711 - GRAND AVE: (N GANDY BLVD/FRONTAGE RD -to- GANDY BLVD)	4D	CR	0.147	6.789	T	14742	770	1530	0.503	0	D
715 - GREENBRIAR BLVD: (VIRGINIA AVE -to- BELCHER RD)	2U	CR	0.653	1.531	T	7536	393	572	0.687	0	D
718 - GULF BLVD: (W GULF BL -to- TREASURE ISLAND CSWY)	4U	SR	0.959	3.678	T	18700	977	1776	0.55	0	D
719 - GULF BLVD: (TREASURE ISLAND CSWY -to- MADEIRA BEACH CSWY)	4D	SR	2.95	1.758	T	23950	1065	1960	0.543	0	D
720 - GULF BLVD: (MADEIRA BEACH CSWY -to- PARK BLVD)	4D	SR	3.847	2.261	T	17658	872	1960	0.445	0	D
721 - GULF BLVD: (PARK BLVD -to- WALSHINGHAM RD)	2U	SR	2.89	0.791	T	11500	600	880	0.682	0	D
722 - GULF BLVD: (WALSHINGHAM RD -to- BELLEAIR CSWY)	2D	CR	2.36	0.424	T	14817	774	832	0.93	0	F
723 - GULF BLVD: (BELLEAIR CSWY -to- SAND KEY PARK)	2D	CR	2.861	0	T	13586	709	1512	0.469	0	E
724 - GULF BLVD: (SAND KEY PARK -to- GULFVIEW BLVD)	2D	CL	0.751	0	T	13586	709	1512	0.469	0	E
725 - GULF BLVD S: (BAYWAY -to- 75TH AVE)	4D	SR	2.403	5.079	T	25357	1201	1870	0.642	0	D
728 - GULFPORT BLVD: (PASADENA AVE -to- 58TH ST S)	4D	CR	1.753	3.068	T	15500	809	1683	0.481	0	D
729 - GULF-TO-BAY BLVD: (CLEVELAND ST -to- HIGHLAND AVE)	4U	CL	0.446	10.832	T	5100	266	1599	0.166	0	C
730 - GULF-TO-BAY BLVD: (HIGHLAND AVE -to- KEENE RD)	6D	SR	0.756	3.968	T	49833	2429	2830	0.858	0	C
731 - GULF-TO-BAY BLVD: (BAYSHORE BLVD -to- US 19)	6D	SR	1.51	5.431	T	56000	2926	2830	1.034	0	C
732 - GULF-TO-BAY BLVD: (KEENE RD -to- BELCHER RD)	6D	SR	1.026	3.242	T	53500	2795	2830	0.988	0	C
733 - GULF-TO-BAY BLVD: (US 19 -to- BELCHER RD)	6D	SR	0.988	2.705	T	53500	2795	2830	0.988	0	C
734 - GULFVIEW BLVD: (HAMDEN DR -to- GULF BLVD)	3U	CL	0.427	0	T	5624	293	3572	0.082	0	C
737 - HAINES RD: (DR ML KING JR ST N -to- 54TH AVE N)	2U	CR	1.851	2.159	T	9900	517	572	0.904	0	D
738 - HAINES RD: (54TH AVE N -to- US 19)	2U	CR	1.197	2.776	T	9900	517	559	0.925	0	D
744 - HERCULES AVE: (GULF-TO-BAY BLVD -to- DREW ST)	4U	CL	0.509	4.365	T	8200	428	1599	0.268	0	C
745 - HERCULES AVE: (DREW ST -to- RR TRACKS)	4D	CR	0.917	0	T	12500	653	3760	0.174	0	C
746 - HERCULES AVE: (RR TRACKS -to- CALUMET ST)	3U	CR	0.266	3.758	T	12500	653	1599	0.408	0	C
747 - HERCULES AVE: (CALUMET ST -to- SUNSET POINT RD)	4U	CR	0.331	3.024	T	12500	653	1599	0.408	0	C
748 - HERCULES AVE: (SUNSET POINT RD -to- VIRGINIA AVE)	2D	CR	1.01	1.974	T	10845	393	832	0.472	0	D
750 - HIGHLAND AVE: (EAST BAY DR -to- BELLEAIR RD)	2U	CR	1.527	2.591	T	10178	531	792	0.67	0	D
751 - HIGHLAND AVE: (BELLEAIR RD -to- DRUID RD)	2U	CR	1.255	1.991	T	9932	518	792	0.654	0	D
752 - HIGHLAND AVE: (DRUID ST -to- GULF-TO-BAY BLVD)	4U	CR	0.253	3.956	T	9932	518	1599	0.324	0	C
753 - HIGHLAND AVE: (GULF-TO-BAY -to- DREW ST)	2D	CL	0.506	4.364	T	11223	586	813	0.721	0	D
754 - HIGHLAND AVE: (DREW ST -to- SUNSET POINT RD)	2D	CL	1.512	2.431	T	11223	586	832	0.704	0	D
755 - HIGHLAND AVE: (SUNSET POINT RD -to- UNION ST)	2U	CL	0.504	1.984	T	8870	463	792	0.585	0	D
758 - HIGHLAND ST N: (9TH AVE N -to- DR ML KING JR ST N)	2O	SP	0.083	0	T	8049	764	4512	0.169	0	D
761 - HIGHLANDS BLVD: (US 19 -to- ALDERMAN RD)	2U	CR	2.335	0	T	11400	595	1440	0.413	0	D
766 - I-275: (I-275 -to- 4TH ST S)	4F	SR	1.303	0	T	35500	1048	4020	0.261	0	B
767 - I-275: (I-175 -to- 22ND AVE S)	6F	SR	1.932	0	T	113666	5779	6200	0.932	0	E
768 - I-275: (38TH AVE N -to- 22ND AVE N)	6F	SR	1.017	0	T	176000	9002	6200	1.452	0	F
769 - I-275: (SR 686/ROOSEVELT BLVD -to- GANDY BLVD)	6F	SR	1.851	0	T	139000	7109	6200	1.147	0	F
770 - I-275: (22ND AVE N -to- I-375)	8F	SR	1.314	0	T	175500	8976	8400	1.069	0	F
771 - I-275: (I-375 -to- I-175)	6F	SR	0.441	0	T	126500	6470	6200	1.044	0	F
772 - I-275: (PINELLAS SHORELINE -to- 4TH ST N)	8F	SR	2.203	0	T	165000	8439	8400	1.005	0	F
773 - I-275: (4TH ST N -to- SR 686 ROOSEVELT BLVD)	8F	SR	2.038	0	T	131750	5933	8400	0.706	0	C
774 - I-275: (GANDY BLVD -to- 54TH AVE N)	6F	SR	2.184	0	T	162500	8311	6200	1.34	0	F
775 - I-275: (54TH AVE N -to- 38TH AVE N)	8F	SR	1.001	0	T	167500	8567	8400	1.02	0	F
776 - I-275: (22ND AVE S -to- 54TH AVE S)	6F	SR	2.013	0	T	100000	5115	6200	0.825	0	D
777 - I-275: (54TH AVE S -to- PINELLAS SHORELINE)	4F	SR	5.41	0	T	49665	2540	4020	0.632	0	C

Hotel (310)

Vehicle Trip Ends vs: Rooms
On a: Weekday

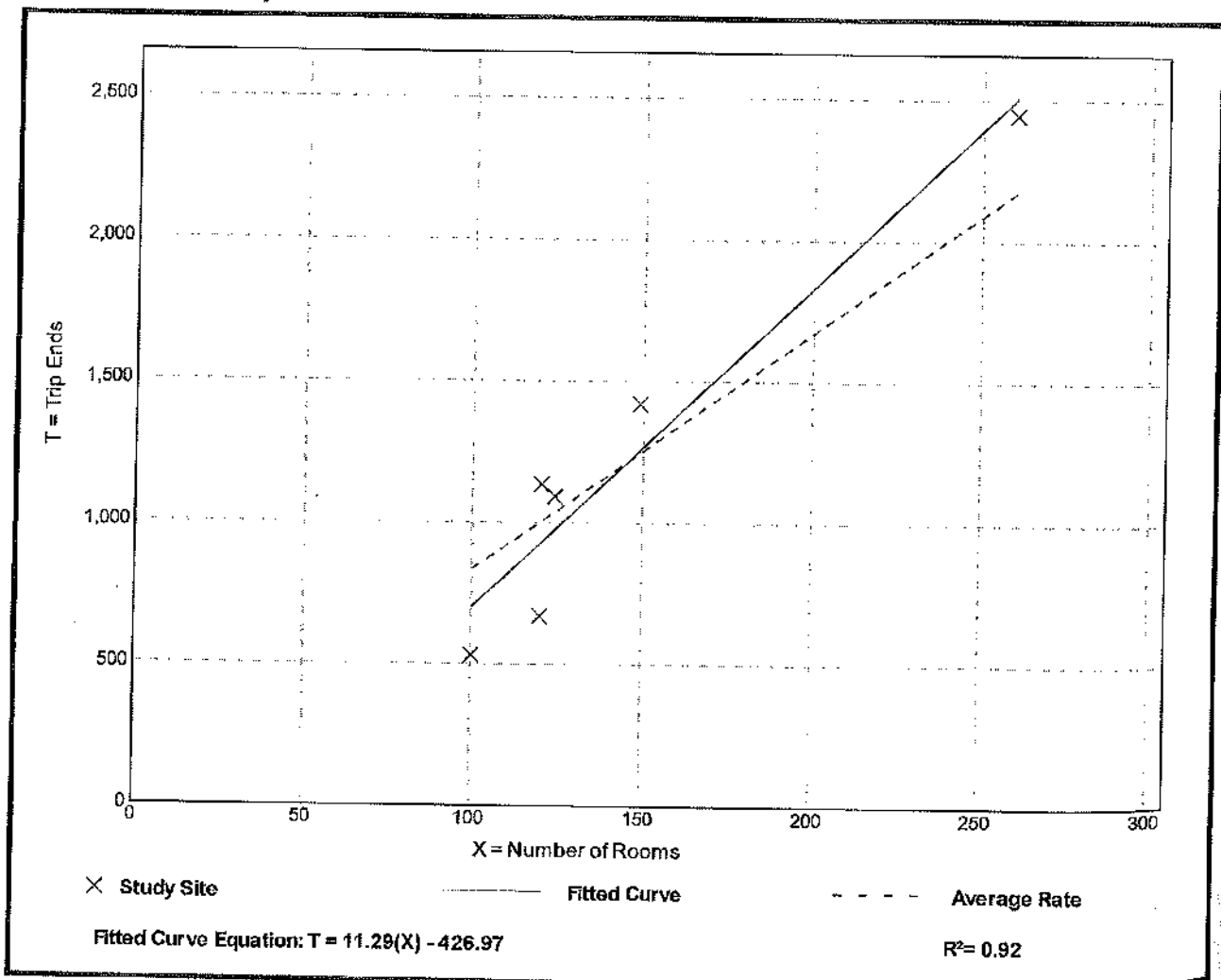
Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. Num. of Rooms: 146
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
8.36	5.31 - 9.53	1.86

54 Rooms x 8.36 = 451 daily

Data Plot and Equation



Hotel (310)

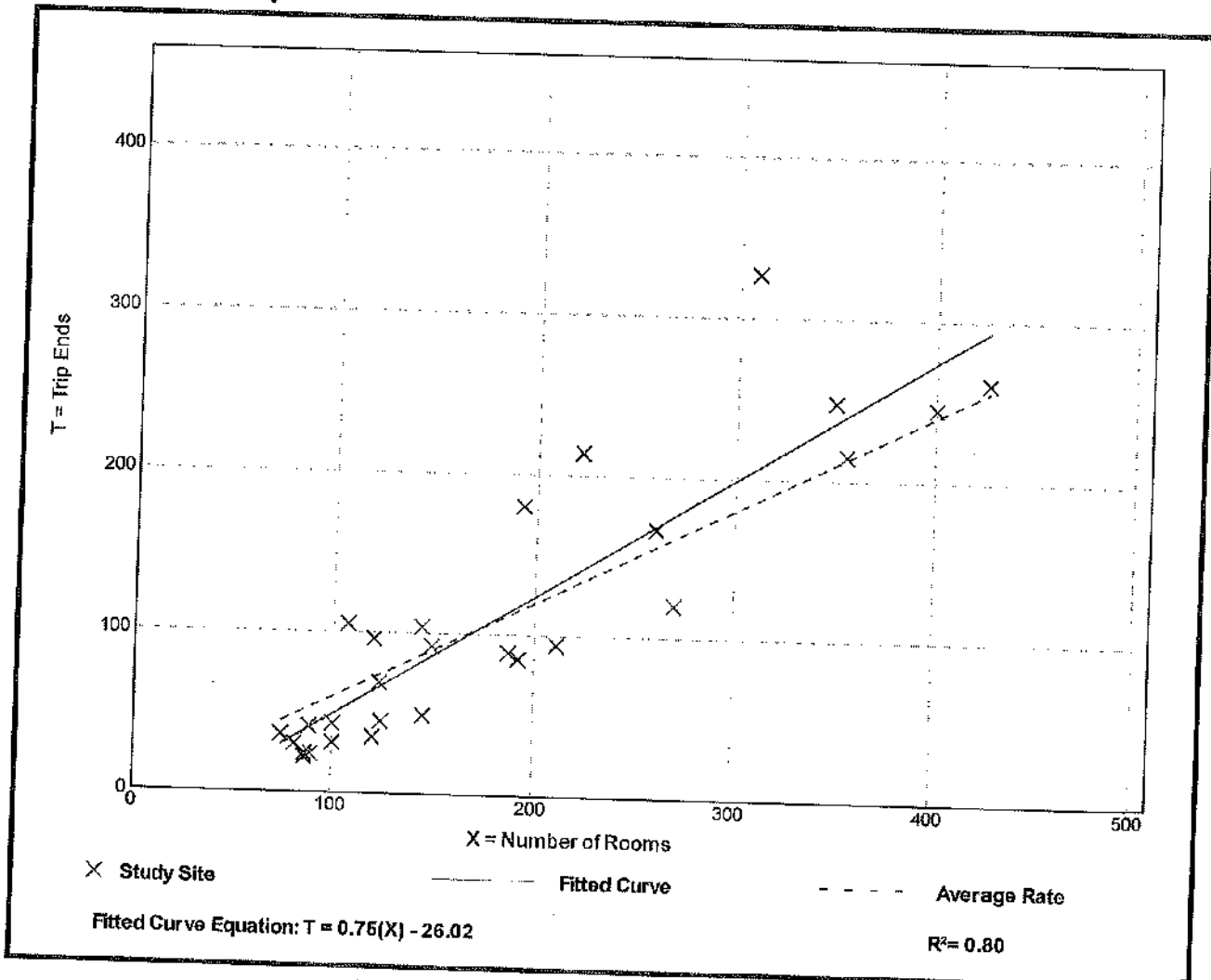
Vehicle Trip Ends vs: Rooms
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 28
 Avg. Num. of Rooms: 183
 Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.60	0.26 - 1.06	0.22

54 rooms * 0.60 = 32 Peak Hr (17/15)

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

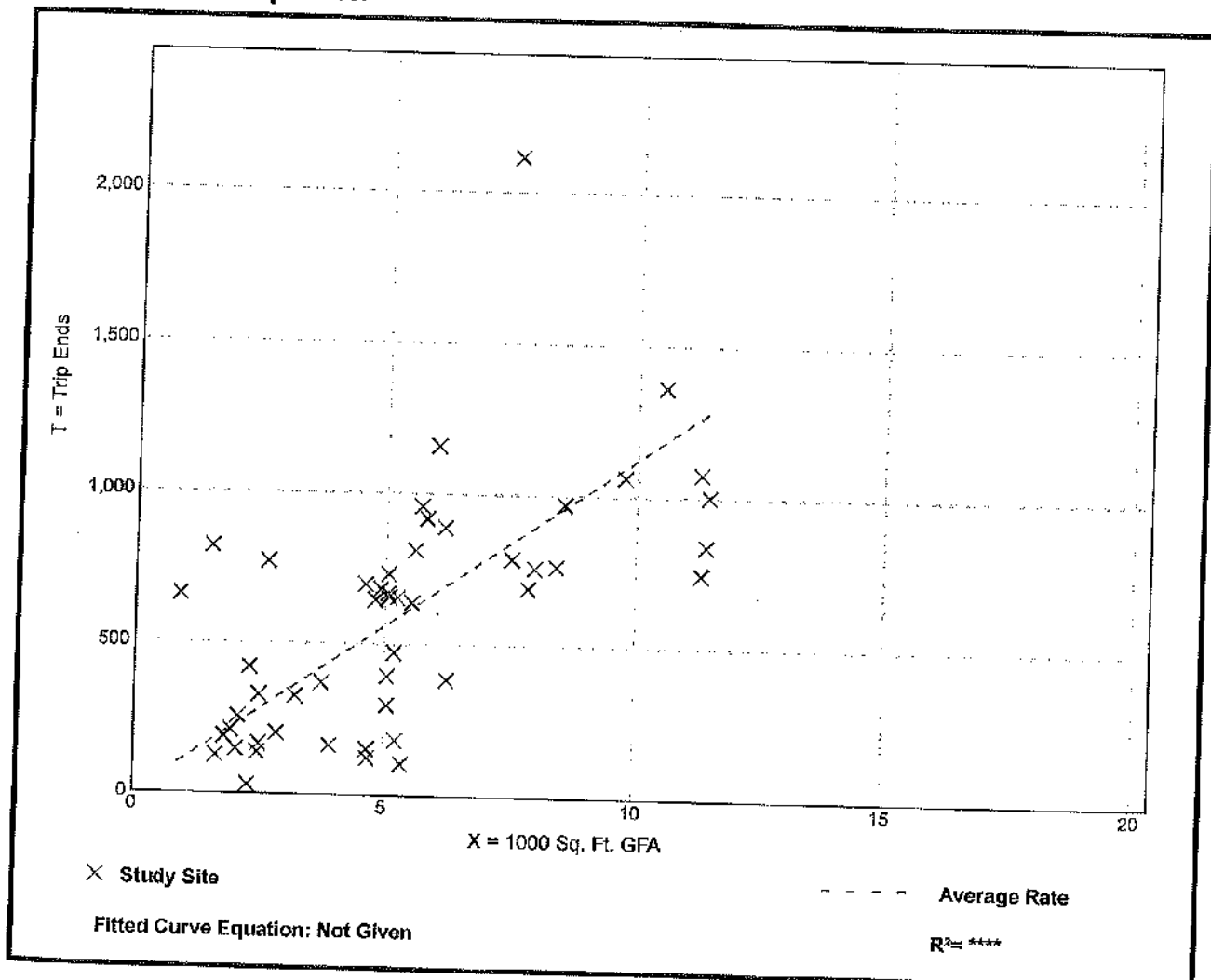
Setting/Location: General Urban/Suburban
Number of Studies: 50
1000 Sq. Ft. GFA: 5
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
112.18	13.04 - 742.41	72.51

$1,800 \text{ SF} \times 112.18 = 202 \text{ daily}$

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 107

1000 Sq. Ft. GFA: 6

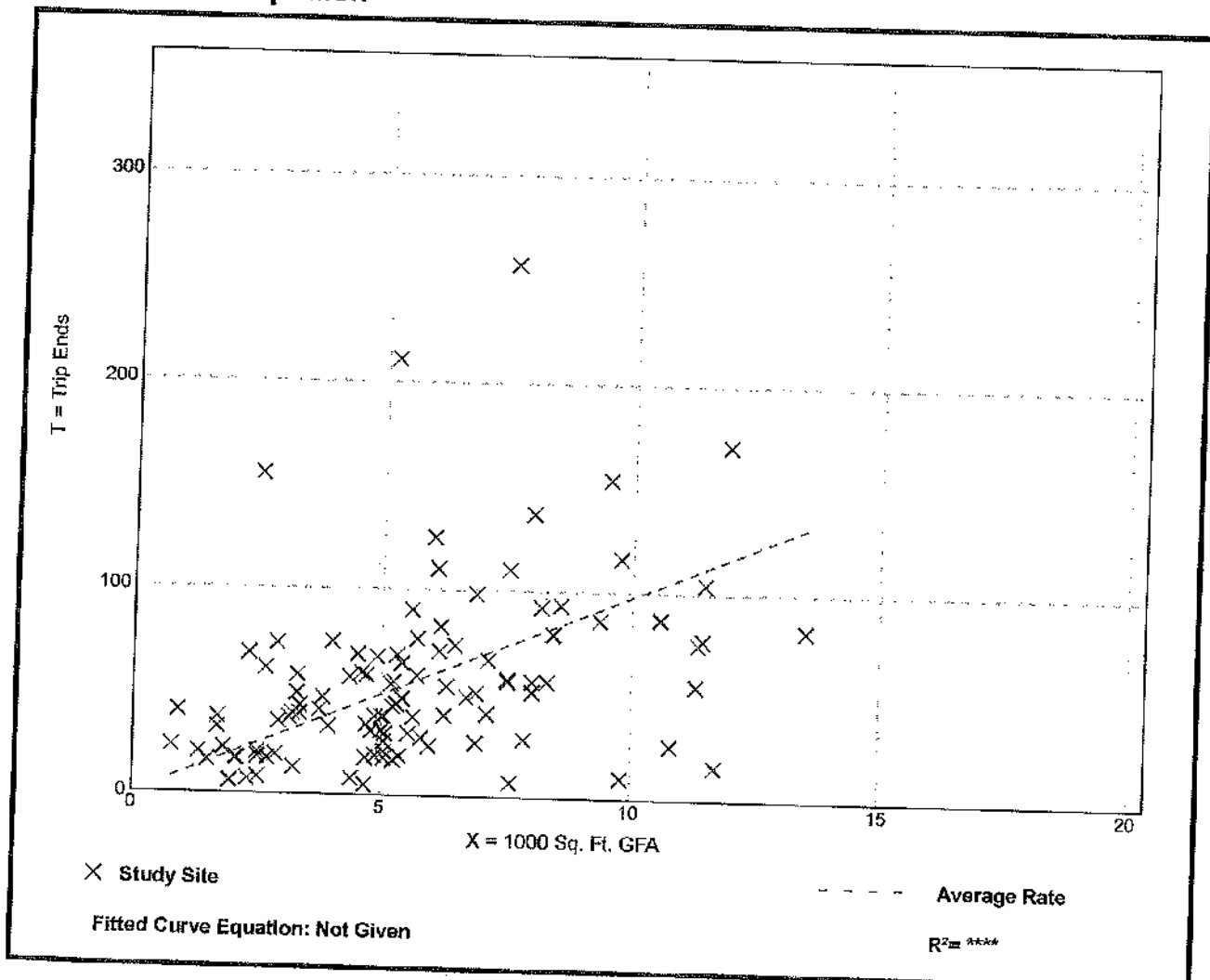
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.77	0.92 - 62.00	7.37

$$1,000 \text{ SF} \times 9.77 = 9,770 \text{ Peak Hour (11/7)}$$

Data Plot and Equation



- (d) Development projects that generate more than 300 new peak hour trips are designated as tier 2.
- (1) Developers of tier 2 projects within deficient road corridors are required to conduct a traffic study and submit an accompanying report. The report shall include the results of the traffic study and a transportation management plan identifying improvements necessary to address the impacts of the project.
 - (2) The cost of transportation management strategies implemented for tier 2 projects may be applied as credit toward the project's multimodal impact fee assessment or payment of the fee could be included as part of a transportation management plan.
- (e) Development projects that generate less than 51 new peak hour trips are required to pay a multimodal impact fee in accordance with chapter 150. Such development projects are not required to submit a transportation management plan or traffic study, unless otherwise warranted.
- (f) Development projects that generate more than 50 new peak hour trips on non-deficient roads shall be reviewed by Pinellas County or municipal staff to determine if the impacts to the project adversely affect the level of service of the surrounding road network. If it is determined that approval of the development project would diminish the level of service of the adjacent road(s) to peak hour level of service E or F or would cause the volume-to-capacity ratio to reach or exceed 0.9, a transportation management plan would be required. The applicant may submit a traffic study to verify whether their project would affect the level of service of the adjacent road(s). A transportation management plan would be required if the results of the study confirm the findings of the city or county staff. The transportation management plan for such developments shall comply with the requirements of tier 1 or tier 2 projects described in subsections 150-48(c) and (d) as appropriate and as determined by the presiding local government.
- (g) Determination of trip generation associated with an application for development shall be based on impact fee schedule A or B in section 150-40 or the latest edition of the Institute of Transportation Engineers Trip Generation Manual. As an alternative to the fee schedule and trip generation manual, the applicant may submit a trip generation study in accordance with section 150-40(d) and (e).
- (h) Deficient road corridors are identified in the following table and in exhibit K. The table and exhibit K do not include deficient roads with mitigating improvements scheduled within the next three years.

Deficient road corridors include the following:

RESOLUTION 2021-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE, PURSUANT TO SECTION 4.7 OF THE LAND DEVELOPMENT CODE FOR THE REDEVELOPMENT OF THE MIRAMAR RESORT LOCATED AT 4200 GULF BOULEVARD; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.7 of the City of St. Beach's Land Development Code allows the city commission to adopt conditional use permits by resolution.

WHEREAS, Kevin Bowden, Managing Partner for Miramar Resort St. Pete LLC applied for a conditional use permit for redevelopment of the 0.78 buildable acre site at 4200 Gulf Boulevard.

WHEREAS, the application requests 54 temporary lodging units, 39 units from the base density (50 du/acre) and 15 units (20 du/acre) from BH/C density pool through a companion ordinance and a building height of 76 feet with a non-habitable overrun not to exceed 85 feet.

WHEREAS, the applicant held a duly noticed public community meeting on September 23, 2020 in the Boca Ciega Ballroom of the St. Pete Beach Recreation Center where the initial redevelopment proposal was presented and comments were solicited.

WHEREAS, the applicant submitted an application for the subject Conditional Use Permit on November 9, 2020 to the Community Development Department.

WHEREAS, the application for the Conditional Use Permit was reviewed by the Technical Review Committee on December 2, 2020 and the recommended conditions appropriate to mitigate potential impacts imposed by the use were determined and set forth in Exhibit "A" attached hereto.

WHEREAS, the application for the Conditional Use Permit was reviewed by the Planning Board on December 14, 2020.

WHEREAS, the City Commission held a first reading of Ordinance 2021-04 on February 10, 2021, to consider the allocation of the requested 15 temporary lodging units from the Boutique Hotel/Condo Temporary Lodging Unit Density Pool as well as reviewed the Conditional Use Permit, in accordance with all the criteria listed in the City of St. Pete Beach Land Development Code.

WHEREAS, the City Commission held a final reading of Ordinance 2021-04 on April 27, 2021 to consider the allocation of the requested 15 temporary lodging units from the Boutique Hotel/Condo Temporary Lodging Unit Density Pool.

WHEREAS, while the Conditional Use Permit application was reviewed, pursuant to City Land Development Code, this Resolution is only for the Conditional Use Permit approval.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Effective Date. This resolution will become effective 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

Exhibit "A": Conditional Use Permit

Administrative Approval Conditions

1. The number of temporary lodging units permitted on the subject property shall be contingent on final action on companion Ordinance 2021-04 which allocates up to fifteen (15) temporary lodging units from the Boutique Hotel/Condo Density Pool to the subject property. Any temporary lodging units awarded from the Density Pool shall be returned to the Pool should a building permit not be obtained within one (1) year of the date of the passage of companion Ordinance 2021-04, or should "continual construction" as defined in Division 2 of the Land Development Code cease, unless extended by resolution of the City Commission;
2. Should the subject property receive fewer than the 54 temporary lodging units sought through this Conditional Use Permit and companion Ordinance 2021-04, the floor area ratio (FAR) of the structure shall be reduced in compliance with the equation listed in LDC Sec. 46.6(c);
3. The structure's temporary lodging unit FAR shall be based on the whole-unit density awarded from the density pool to the property when combined with base conditional density, rather than any fractional maximum;
4. The conceptional site plan submittal to accompany this application shall be in substantially the same as the final site plan presented to the City. Any major deviations, as determined by the City Manager at his own discretion, may result in the loss of the conditional use approval.

Property Frontage & Public Amenity Requirements

5. The existing sidewalk along the Gulf Boulevard frontage of 4200 Gulf Blvd shall be removed and replaced at the applicant's expense to accommodate a ten-foot-wide sidewalk that allows for safe, unobstructed and efficient pedestrian flow in front of the property. Any portion of the ten-foot sidewalk that extends into the subject property shall be provided to the City as a permanent public pedestrian access easement. The owner shall provide a cost estimate for the sidewalk and letter of credit or bond to the City prior to issuance of any site plan approval for this request, and the sidewalk shall be installed prior to issuance of a Certificate of Occupancy for the subject development. The City at its discretion will determine when the sidewalk expansion work will commence. The owner agrees to provide an electrical utility easement, if necessary, for the electrical undergrounding project.
6. The applicant shall submit a unified landscaping plan reflecting, at the time of submittal of the final site plan which meets or exceeds the landscape shown in the conceptual site plan.
7. If viable, the existing public beach access located adjacent the subject property to the south shall be expanded to a minimum of ten (10) feet in total width along the entirety of the southern portion of the subject property between Gulf Blvd and the beach. A

permanent pedestrian access easement shall be supplied to the City for the portion of this beach access that expands onto the applicant's property, and the easement shall be approved by the City Attorney prior to the issuance of any site plan approval associated with this request;

8. The Applicant shall dedicate to the City an unimproved public access easement landward of the mean high water line for any portion of private property which extends to said line. This unimproved public access easement shall be a minimum of 10 feet in width. This unimproved public access easement shall be dedicated to the City prior to the issuance of any site plan approval for the redevelopment. The form and contents of the public access easement shall be acceptable to the City Attorney;
9. The applicant shall provide a pedestrian pathway that links the expanded front sidewalk with the front of the building. The pathway shall be constructed with a distinctive and visually appealing paving pattern such as pavers or stamped concrete, and the design shall be approved by the Community Development Department prior to site plan approval;
10. A minimum of ten bicycle and/or scooter parking spaces shall be installed in a location near the front entryway to the building, and shall be located so as to not cause conflicts with drive lanes or pedestrian access;

Coastal Protection and Conservation

11. The applicant is required to design and construct, in accordance with the requirements of the Florida Department of Environmental Protection, a dune on any portions of the Gulf-front property where no dunes exists. Additionally, any portions of the Gulf-front property where there is an existing dune or where such proposed development would alter any portion of the dune, the applicant shall file a plan in accordance with the requirements of the Florida Department of Environmental Protection for dune restoration. Any new design or restoration of the dune system shall be completed prior to the issuance of a certificate of occupancy.

Additional Landscaping & Irrigation Requirements

12. All vehicular use areas viewable from adjacent property shall be screened in accordance with the landscaping standards of LDC Sec. 22.7(b), with interior landscaping provided in accordance with LDC Sec. 22.7(c)&(d). The expanded pedestrian beach walkway specified in condition #8 may be credited toward the required width of the landscaping buffer located along the southern end of the site. However, under no circumstance shall the landscape portion of said buffer be reduced below three (3) feet in width, unless the parking is screened by an intervening structure such as a fence or wall. When hardship exists, interior landscaped areas of the site can be consolidated and/or relocated with the approval of the Community Development Department, but under no circumstances shall the total required area of interior landscaped areas be reduced below the total required for the site;

Operational & Construction Requirements

13. All amplified music shall be come from the onsite installed equipment and speakers. Amplified music will have no bass. Live music or bands shall be prohibited on the dining deck and rooftop area. The Music Level Limits (dBA) shall not exceed the following levels:

- Rooftop Location: 83 dBA between (7:00 a.m. – 10:00 p.m.),
73 dBA between (10:00 p.m. – 11:00 p.m.),
50 dBA between (11:00 p.m. – 1:00 a.m.), and
No amplified music after 1:00 a.m.

The Sound Level Limitations outlined in Section 46-132 are in addition to the limits set above.

14. Construction of the temporary lodging use shall incorporate at least two (2) of the eight (8) energy and environmental design features listed in LDC Sec. 39.9 as are appropriate to this use. Other emerging green building standards, and other certifications for building design such as wellness, may be considered in lieu of those listed following review and approval by the Community Development Department;
15. All impact fees and the wastewater connection fees, as may be applicable to this project at the time of building permit issuance, shall be collected prior to issuance of any building permit approval associated with this subject development. The density and intensity of the existing use at this site may be credited against the collection of any new impact fees if provided for in the law regulating such fee(s);

Concurrency Management Requirements

16. Concurrency Management Statements shall be submitted for potable water, sanitary sewer, solid waste, transportation facilities, and stormwater, and a Transportation Management Plan shall be submitted, prior to building permit approval. Approval of these statements and plan shall take place prior to issuance of any site plan associated with this request;

Violation of Stated Conditions

17. Any violation of these conditions shall entitle the City Commission to modify or revoke the Conditional Use Permit.

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

Issue Considered: Resolution 2021-10: Moratorium Pass-A-Grille Overlay

Date: April 27, 2021

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The City Commission desires to review the method of calculation for the side and rear setbacks of the “building types” and “reduced setbacks for contributing structures granted a certificate of appropriateness” of the Pass-a-Grille Overlay District as they apply to waterfront residential construction. Implementing a temporary moratorium, not to exceed 180 days, on the review or approval of any application for a waterfront property to utilize the side or rear setbacks provided for in Land Development Code Section 20.10 or 20.15 will provide for the opportunity to correct the LDC implementation of these codes for residential waterfront construction.

During the length of this moratorium, any waterfront residential property in Pass-a-Grille is permitted to utilize the underlying zoning setbacks for additions, new construction, or other features for which setbacks are evaluated, and shall be eligible to apply for variances to these standards.

Funding: NA

Requested Motion: I move to adopt Resolution 2021-10.

Attachments:

1. SPB Resolution 2021-10 PAG Overlay District Moratorium
2. PAG District and Properties Adjacent to Waterfront

RESOLUTION 2021-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM FOR A PERIOD OF 180 DAYS FROM THE EFFECTIVE DATE OF THIS RESOLUTION OF THE ACCEPTANCE, REVIEW AND APPROVAL OF ANY DEVELOPMENT PERMITS, AS THE TERM IS DEFINED IN FLORIDA STATUTES SECTION 163.3164 (16), FOR ONLY THOSE WATERFRONT PROPERTIES LOCATED WITHIN THE PASS-A-GRILLE OVERLAY ZONING DISTRICT, THAT IMPLEMENT RESIDENTIAL REAR AND SIDE YARD SETBACK LAND DEVELOPMENT CODES OF THE PASS-A-GRILLE OVERLAY ZONING DISTRICT, TO DETERMINE THE CORRECT CALCULATION OF SAID SETBACKS AND MAKE AMENDMENTS TO THE LAND DEVELOPMENT CODE IF NECESSARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach (“City”) desires to review the calculation method for rear and side yard setback Land Development Codes (LDC) of the Pass-A-Grille Overlay Zoning District (LDC) for only those residential waterfront properties located in the Pass-A-Grille Overlay Zoning District and make any necessary amendments for the uniform application of the City’s LDC.

WHEREAS, the City Commission wishes to preserve the status quo by not accepting, reviewing and approving any development permit implementing any rear and side yard setback LDCs of the Pass-A-Grille Overlay Zoning District, for only those waterfront properties located within the Pass-A-Grille Overlay Zoning District, while reviewing and analyzing the LDC for said properties and initiating any LDC amendments as needed.

WHEREAS, the City Commission finds that a one hundred and eighty (180) days temporary moratorium on the acceptance, review and approval of any development permits implementing any rear and side yard setback LDCs of the Pass-A-Grille Overlay Zoning District for only those waterfront properties located within the Pass-A-Grille Overlay Zoning District is a reasonable period of time.

WHEREAS, the City Commission finds that a one hundred and eighty (180) days temporary moratorium will allow the City sufficient time to perform the aforementioned LDC review and identification and effectuation of necessary amendments.

WHEREAS, the City Commission finds it is in the best interest of the citizens of the City to ensure all development permits are uniformly applied and to quickly take steps to amend the LDC when the City determines that the LDC, as written, causes a significant arbitrary application of the LDC to properties within the same area.

WHEREAS, as seen in *WCI Communities, Inc. v. City of Coral Springs*, 885 So.2d 912 (Fla. 4th DCA 2004), a court will not interfere with the legislative act of establishing a

temporary moratorium where there is a rational relationship to the City's legitimate general welfare concern.

WHEREAS, moreover, a court should not set aside the determination of public officers in land use matters unless it is clear that their action has no foundation in reason and is a mere arbitrary or irrational exercise of power having no substantial relation to the public health, the public morals, the public safety of the public welfare in its proper sense. *Id.*; and *Smithfield Concerned Citizens for Fair Zoning v. Town of Smithfield*, 907 F.2d 239, 243 (1st Cir. 1990).

WHEREAS, the first step in ensuring a proper moratorium, is to ensure that the City's legislative has a rational basis and legitimate governmental purpose for the imposition of a moratorium.

WHEREAS, the second step is for the City Commission to establish a record that the moratorium would further the governmental purpose of correcting the LDC implementation for rear and side yard setback LDCs of the Pass-A-Grille Overlay Zoning District for only those waterfront properties located within the Pass-A-Grille Overlay Zoning District.

WHEREAS, it is well-settled that permissible bases for land use restrictions include concern about the different aspects of the general welfare. *WCI Communities, Inc.*, 885 So.2d at 915 and *Corn v. City of Lauderdale Lakes*, 997 F.2d 1369, 1375 (11th Cir. 1993).

WHEREAS, the City Commission finds that imposing a temporary moratorium until adequate review and/or inconsistencies of rear and side yard setback LDCs of the Pass-A-Grille Overlay Zoning District for only those waterfront properties located within the Pass-A-Grille Overlay Zoning District is in the best interest of the health, safety and general welfare of the community and the residents of the City.

WHEREAS, the City Commission desires to adopt a one hundred eighty (180) days moratorium.

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. Moratorium Imposed. The City Commission hereby declares a temporary building and zoning moratorium on the acceptance, review and approval of any development permits implementing rear and side yard setback LDCs of the Pass-A-Grille Overlay Zoning District for only those waterfront properties located within the Pass-A-Grille Overlay Zoning District.

SECTION 3. Duration of Moratorium. The temporary moratorium shall take effect immediately upon adoption of this resolution and shall terminate one hundred and eighty (180) days from the adoption of this resolution unless the City Commission rescinds or extends the moratorium by a subsequent resolution.

SECTION 4. Pass-A-Grille Zoning Overlay District. If a citizen chooses to submit an application for a development permit using the underlying zoning standards within the Pass-A-Grille Overlay Zoning District, the City may review, process and approve the application if the application adheres to the criteria as set forth within the applicable underlying LDC for that zoning district.

SECTION 5. 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

Water- & Gulf-front Residential Properties Eligible for 15' rear setback (PAG Overlay)

Gulf of Mexico



15' rear setback-eligible properties in red outline.