



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, July 13, 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. **Commission Minutes: June 8, 2021, June 22, 2021 4:30 p.m. Executive Session, and June 22, 2021 6:00 p.m. Regular Meeting**
 - b. **Halloween Block Party Special Event Application**
 - c. **The Centre's SPB Croptoberfest Special Event Application**
 - d. **Amendment to Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement**
 - e. **Rowland FM 8 Construction Award**
4. Action Items
 - a. **City Clerk Contract and Annual Performance Review**
Review of the City Clerk's Performance and Contract

Action Request: Motion to approve that the City Clerk's annual salary be adjusted from \$69,000 to _____, effective on her anniversary date of August 17, 2021 and a contract extension until August 16, 2022.
5. Ordinances
 - a. **Final Reading Ordinance 2021-15: Floodplain Management Regulations**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE II – TECHNICAL CODES, AND ARTICLE V – FLOOD HAZARD MITIGATION REGULATIONS TO AMEND THE FLORIDA BUILDING CODE, TO PROVIDE CRITERIA FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS, PROVIDING FOR A FISCAL IMPACT STATEMENT, APPLICABILITY, CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERROR, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Request: Motion to adopt Ordinance 2021-15.

6. Items for Discussion
7. City Clerk, City Manager, City Attorney and City Commission Reports
8. 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.

DRAFT
City Commission Meeting
June 8, 2021
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Michelle Gonzalez, Community Development Director
Jennifer McMahon, Parks and Recreation Director
Brett Warner, Assistant Public Works Director

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

1. CHANGES TO THE AGENDA

No changes were made.

2. AUDIENCE COMMENTS

Bev Jackson, resident, addressed the continuing traffic issues along Sunset Way, more specifically along the areas of 27th to 30th Avenues. She had a recent conversation with the City Manager that asked about the installment of a cul-de-sac. Ms. Jackson spoke to some of the neighbors who are appreciative of the idea; however, are not a fan of this. The neighborhood would prefer reduced speed along that road as well as speed tables.

Kate Brass, resident, echoed Ms. Jackson's comments. She explained that the roadway is more unique than others, meaning that there are no sidewalks but several pedestrians. Homes are built very close to the road making residents traverse the roadways for exercise, leisure, and walking their pets. Ms. Brass expressed her concerns about the ongoing safety for the neighborhood and would really like to have reduced speed and speed tables.

Commissioner Pletcher thanked both residents for coming to speak. She reminded everyone of their length of residency, so they are very educated on the growth over the years and the stress this has pushed onto the roadways, especially residential areas. She echoed their desire to find an appropriate solution.

Commissioner Grill would like to have more information on the State laws regarding local cities reducing speed limits.

Discussion ensued regarding several issues with traffic that do cause the impact to Sunset Way. Soon there will be parking sensors installed that will allow the public to be notified when there is no available parking spaces in Pass-A-Grille so that people do not turn there looking and, in essence, affect the traffic in other areas of the City.

3. CONSENT

- a. Commission Minutes: May 11 and May 25

Motion: Commissioner Pletcher moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to approve the June 8, 2021 Consent Agenda as presented by the City Manager.

4. ACTION ITEMS

a. Creative Sign Designs Bid Proposal

City Manager Rey discussed this item and the proposal received. He reminded the Commission of the designs presented by George F. Young who used Creative Sign Designs to provide the specifications and visuals. Due to Creative Sign Designs demonstrating expertise and knowledge, staff is recommending a non-competitive procurement process to build and install the placemaking signs at the entrance from South Pasadena, Blind Pass, Corey Avenue (east/west) and City Hall. Additional signs will be placed at the Community Center, Public Works, Horan Park, McKenney Park, Egan Park, Hurley Park, and Pass-A-Grille Park.

The Commission appreciated the cohesive design; however, does not want the TripAdvisor tag on the signs. Commissioner Pletcher is more in favor of the minimalistic look, not as many colors as shown in the Agenda packet presentation. The Commission agreed and would like all signs to have the same look and feel throughout.

Vice Mayor Friszolowski expressed concern with the name being too close to the bottom on some of the signs, stating that if there is foliage planted near the base of the sign, it could block that part. Ms. McMahon agreed and will speak to the consultant about this.

Motion: Commissioner Pletcher moved, Commissioner Grill seconded, and the motion carried 5-0 to accept the bid proposal with Creative Sign Designs in the amount of \$186,629.00 for placemaking entrance and facility signs and authorize the City Manager to enter into the Agreement.

b. Rowland Inc. 36th Avenue Baffle Box Installation

Brett Warner, Assistant Public Works Director, discussed the scope of work with Rowland for this project that will include excavation of the existing roadway, installation of the proposed baffle box on the existing Florida Department of Transportation (FDOT) outfall pipe, backfill and restoration of the roadway. In addition to this project, FDOT has a parallel project that has been awarded to install a tidal check valve immediately downstream from the City's baffle box. The valve installed by FDOT will prevent tidal water from backflowing through the baffle box, reducing its sediment retention capabilities. He stated that the City's installment of this baffle box will satisfy the obligation to perform an in-kind project in response to the assessment of stipulated penalties under the City's existing Consent Order OGC File No. 14-0021.

Motion: Vice Mayor Friszolowski moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the cost estimate from Rowland Inc. under the existing On-Call Civil & Large Pipeline Contractor Services Agreement, in the amount of \$147,833.74, for the installation of the 36th Avenue Baffle Box.

c. Rowland – Change Order #1 – Belle Vista & Mangrove Stormwater

Mr. Warner outlined the following four change order requests that are combined as one single Change Order. They are as follows:

- #1: Purchase and installation of a tidal check valve on the intersection's stormwater outfall to combat Sea

Level Rise and saltwater flooding of the intersection.

- #2: Repair of existing damage to a sanitary sewer lateral and reclaimed water lateral found during construction.
- #3: Re-appropriates the costs associated with the relocation of a ten-inch reclaimed water main that is in conflict with the proposed stormwater pipes and structures.
- #4: Covers the cost to install a sanitary sewer/stormwater conflict structure.

Motion: Commissioner Graus moved, Vice Mayor Friszolowski moved to approve Change Order 01, 02, and 03 to the work order with Rowland, Inc. for the Belle Vista Drive and Mangrove Point Stormwater Improvements in the amount of \$74,903.00.

Commissioner Grill pointed out that the motion is for three Change Orders, but the Agenda Memorandum indicates that there are four, combined, to make one Change Order. Mr. Warner confirmed that is correct.

Commissioner Graus amended the motion as follows: “moved to approve Change Order 01, to the work order with Rowland, Inc. for Belle Vista Drive and Mangrove Point Stormwater Improvements in the amount of \$74,903.00” Vice Mayor Friszolowski agreed to the amendment. The amended motion carried 5-0.

5. ITEMS FOR DISCUSSION

No items for discussion.

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

Amber LaRowe, City Clerk—announced that this is the final week of qualifying for the Special Election in August for District 2.

Alex Rey, City Manager—the bid opening for the stormwater/seawall repair for the Don CeSar Place Neighborhood is Friday; the information will be on the June 22nd Agenda for Commission approval of award.

He updated the Commission on red tide, stating that there are very low levels at this time; the County is monitoring and ready to deploy to the City if they need to.

Mr. Rey discussed the 4th of July Fireworks. There is no barge available for rent; therefore, fireworks will be displayed off of Upham Beach safely. The City will be considering the purchase of a small barge in the future as the cost compared to renting one every year is not too different, and the barge can be used for other needs in the City.

FEMA provided feedback to the City on the recent Ordinance adopted for the Substantial Improvements. They requested some minor changes be made; these changes will be brought to the Commission on the June 22nd Agenda for a first read. The City is required to show proof to FEMA by end of July of adopting their recommendations.

Mr. Rey will be on vacation beginning June 11th to return June 21st.

Attorney Dickman—requested an Executive Session on June 22 at 4:30 p.m. to discuss Pass-A-Grille Community Church litigation.

Commissioner Pletcher—will be attending the Tourist Development Council meeting on Friday.

Vice Mayor Friszolowski—thanked the Fire Department for rescuing nine people off Boca Ciega Isle recently.

Mayor Johnson—commented on the number of visitors on Pass-A-Grille Beach on Memorial Day weekend versus this past weekend.

Mayor Johnson adjourned the meeting at 7:07 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
City Commission Special Meeting
Executive Session
June 22, 2021
4:30 PM

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Alex Rey, City Manager
Amber LaRowe, City Clerk—(left after the close of the public portion and returned upon the reopening)
Andrew Dickman, City Attorney

Mayor Johnson called the meeting to order at 4:35 p.m. followed by the Pledge of Allegiance.

Attorney Dickman announced that the meeting today is an Executive Session, closed meeting, pursuant to Section 286.011(8), Florida Statutes, to discuss the litigation with Pass-A-Grille Community Church, Case No. 8:20-cv-1952-TPB-SPF; Middle District of Florida.

Attorney Dickman stated that the court reporter will transcribe the meeting today; a copy of this transcription will be available as public record at the conclusion of the litigation with Pass-A-Grille Community Church.

Mayor Johnson closed the meeting to the public at 4:37 p.m.

Mayor Johnson reopened the public portion of the meeting at 5:17 p.m.

There being no further discussion, Mayor Johnson adjourned the meeting at 5:18 p.m.

MINUTES APPROVED:

AMBER M. LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
City Commission Meeting
June 22, 2021
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Vince Tenaglia, Assistant City Manager
Bill Palmer, Building Official
Wesley Wright, Planning Manager

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

1. CHANGES TO THE AGENDA

Vice Mayor Friszolowski requested that item 5.e. be moved to the first of the Ordinances due to the consultant being present.

City Manager Rey requested item 5.d. be moved after 5.e. (first of the Ordinances) due to Duke Energy being present and the removal of item 3.a. Fire Engine Repair.

Commissioner Grill requested the addition of two discussion items; 5.b. City Clerk Evaluation and 5.c. Election Districts.

2. AUDIENCE COMMENTS

No comments.

3. CONSENT

- a. ~~Fire Engine 22 Emergency Repair~~ removed

4. ACTION ITEMS

- a. **2021 Seawall & Stormwater Improvements – Don CeSar Place Neighborhood**

City Manager Rey reminded the Commission of the Request for Bid (RFB) that was issued this month. Three bids were received for the project from qualified contractors. The base bid from Construct Company, Inc. was the lowest responsible bid at \$627,246.00 and has been determined to meet all the requirements outlined in the issued solicitation. Mr. Rey stated that construction is estimated to take 150 calendar days for completion and is expected to begin in July. The approval of this Agreement includes a 15 percent contingency.

Motion: Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to approve the Services Agreement with Construct Company, Inc. for 2021 Seawall Improvements – Don CeSar Place Neighborhood, in the amount of \$721,332.90.

5. ORDINANCES

e. First Reading Ordinance 2021-13: Updating Wastewater Connection Fees

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO APPENDIX A –WASTEWATER CONNECTION FEES OF THE CODE OF ORDINANCES; IMPLEMENTING A WASTEWATER CONNECTION FEE INCREASE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Vince Tenaglia, Assistant City Manager, gave a brief timeline and history of the wastewater connection fee. Staff has been working with consultants over the last year to re-evaluate the wastewater connection fees; the current fee was developed in early 2017. The recommendation is to re-evaluate these fees every three to five years, especially as development expectations or capital needs change; both are the current circumstances in the City.

Mr. Tenaglia stated that the intent of the connection fees is to recover the costs of conveyance facilities allocated to new users, providing for an equitable payment distribution between current and future rate payers. Based on the costs associated with expanding the wastewater collection system’s capacity, the new connect fees are proposed at \$3,242 per Equivalent Residential Unit (ERU), an increase of 21.5 percent. The report attached to the Agenda, and made a part of the record, has been provided by the consultant Raftelis and details the methodology utilized to derive the new fee.

Commissioner Pletcher questioned if it was equitable for new development to be the only ones responsible to pay the upfront fees. Discussion ensued regarding what ERUs mean; that is a unit of measurement used on the impact on an improvement to be provided in the assessment area. A further definition can be found in the City’s Comprehensive Plan; Mr. Rey communicated that it is applicable to multi-family, commercial, and public use property.

Commissioner Grill commented on the bar graph as attached to the Agenda that includes a comparison with surrounding municipalities. His inquiry was related to Treasure Island and their methodology for the recoupment of user fees. Discussion ensued on their model compared to that of St. Pete Beach and the recoupment of fees up front versus an ongoing user payment fee. Mr. Tenaglia is unsure what Treasure Island’s specific methodology is and commented on the different growth characteristics and infrastructure variations throughout the communities that were depicted on the comparison.

Motion: Commissioner Pletcher moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2021-13.

f. First Reading Ordinance 2021-14: Duke Energy Non-Exclusive Agreement

AN ORDINANCE OF THE CITY OF ST. PETE BEACH FLORIDA GRANTING TO DUKE ENERGY FLORIDA, LLC D/B/A DUKE ENERGY, A NON-EXCLUSIVE UTILITY RIGHT OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF ST. PETE BEACH, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR CONFLICTS;

SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

City Manager Rey informed the Commission that the City's Franchise Agreement with Duke Energy expires this month. The attached proposed Agreement is for ten years with similar provisions to the current Agreement and is consistent with other Agreements that other jurisdictions recently entered into with Duke. He stated that the franchise fees paid to the City are estimated to be \$1.1M for fiscal year 2021.

Commissioner Pletcher discussed consistency with lighting in the City, especially with the LED lighting and the shields to be placed on light poles after the LED lighting is installed.

Motion: Vice Mayor Friszolowski moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2021-14.

a. Final Reading Ordinance 2021-08: Modifying the Basis for Height Measurement

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING LAND DEVELOPMENT CODE DIVISION 2 – DEFINITIONS, SECTION 2.1 – WORDS, TERMS, AND PHRASES DEFINED BY MODIFYING THE BASIS FOR HEIGHT MEASUREMENTS FOR RESIDENTIAL STRUCTURES IN THE RU-1, RU-2, RLM-1, RLM-2, RM, AND PAG DISTRICTS AS WELL AS ACCESSORY STRUCTURES, AND ADDING A DEFINITION FOR DESIGN FLOOD ELEVATION AND FREEBOARD; AMENDING DIVISION 20 – PAG PASS-A-GRILLE OVERLAY DISTRICT, SECTION 20.02 – DEFINITIONS, SECTION 20.15 – PERMITTED BUILDING TYPES, AND SECTION 20.17 – BUILDING HEIGHT TO REFLECT NEW HEIGHT MEASUREMENTS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

City Manager Rey discussed the recent County presentation at the BIG-C Meeting last month. The County is working with a model that takes into account storms up to 2018; FEMA only takes into account storms up to 2012. The maps that the County is planning to implement are very similar to the old FEMA maps. The City has the choice to implement the FEMA maps or the County maps. This will be a discussion at a later time; however, he is of the opinion that adopting this Ordinance will not change whether the City plans to adopt FEMA maps or County maps.

No public comment.

Motion: Commissioner Pletcher moved, Commissioner Graus seconded, and the motion carried 5-0 to adopt Ordinance 2021-08.

b. Final Reading Ordinance 2021-12: Accessory Structure Amendments

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING LAND DEVELOPMENT CODE DIVISION 2 – DEFINITIONS, SECTION 2.1 – WORDS, TERMS AND PHRASES DEFINED TO PROVIDE A DEFINITION FOR PATIO AND DECK; AMENDING DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.13 – RESIDENTIAL ACCESSORY STRUCTURES TO REDUCE REAR AND WATERFRONT SETBACKS TO POOLS AND SPAS, PROHIBIT REAR SETBACK VARIANCES FOR POOL SCREEN ENCLOSURES, AND PARTITION AND SPECIFY SETBACKS FOR DECKS AND PATIOS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Wesley Wright, Planning Manager, discussed the changes made to the Ordinance since the first reading. He stated that the regulation of screened pool enclosures was moved to Section 6.13 and paved walkways and sidewalks on private property will now be treated as patios.

Discussion ensued regarding the regulation of paved walkways and sidewalks on private property. The intent is to be considerate of neighbors and not have sidewalks/walkways abutting each other nor have excessive rainwater being pushed into a neighbor's yard because of the size of the walkway/sidewalk.

Betty Rzewnicki, resident, was thankful to see the regulation of walkways and sidewalks on private property because of the issues it can cause for neighbors and flooding due to an excessively large paved area on a neighboring home.

Motion: Commissioner Pletcher moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to adopt Ordinance 2021-12.

c. Final Reading Ordinance 2021-11: Building Fee Structure Amendment

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING APPENDIX "A" OF THE CODE OF ORDINANCES, PERTAINING TO THE FEE SCHEDULE, TO SET FLAT FEES FOR CERTAIN PROJECT TYPES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

City Manager Rey discussed the revised fee schedule as attached to the Agenda. The Single-Family Dwelling Building Permit Fee is \$6,400 for the first 2,500 square feet, then \$1,000 per additional 1,000 square feet or fraction thereof. The reinspection fee is \$150.00, and windows, doors, and shutters are a flat fee of \$300.00 to include one inspection.

No public comment.

Mayor Johnson asked that the word "than" be changed to "then" in the verbiage that states "if a plan review fails than an additional..."; staff acknowledged this change.

Motion: Commissioner Grill moved, Commissioner Graus seconded, and the motion carried 5-0 to adopt Ordinance 2021-11.

d. First Reading Ordinance 2021-15: Floodplain Management Regulations

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE II – TECHNICAL CODES, AND ARTICLE V – FLOOD HAZARD MITIGATION REGULATIONS TO AMEND THE FLORIDA BUILDING CODE, TO PROVIDE CRITERIA FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS, PROVIDING FOR A FISCAL IMPACT STATEMENT, APPLICABILITY, CODIFICATION, CONFLICTS, SEVERABILITY, SCRIVENER'S ERROR, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Bill Palmer, Building Official, discussed the reason for this Ordinance. After adoption of the Ordinance in February, a letter was received from the State National Flood Insurance Program (NFIP)/State Floodplain Manager indicating that certain changes needed to be corrected. Until those corrections are made, the State will

be unable to advise FEMA that the City meets the minimum requirements for the NFIP. The areas requested to change are:

- Section 98-33-add additional language for clarification
- Flood openings required in breakaway walls
- Modification to eliminate “living space” below base flood elevation
- Modify substantial improvement in Sections 98-5 and 98-36
- Add/revise definitions for accessory structure, market value, and substantial improvement
- Addition of accessory structures in Division 10
- Removal of roofs and certain ancillary equipment from 98-122.4

Motion: Commissioner Graus moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2021-15.

6. ITEMS FOR DISCUSSION

a. Florida League of Cities Voting Delegate

Motion: Mayor Johnson moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to designate Commissioner Mark Grill as the voting delegate for the City of St. Pete Beach at the Florida League of Cities Annual Conference in August.

b. City Clerk Evaluation Procedures (*added*)

Commissioner Grill discussed the recent email from the City Clerk with a review template and list of accomplishments. He inquired how the review process should go. Discussion ensued.

It was determined that the City Clerk would proceed with one on one evaluations with the Commissioners to provide feedback on the forms as provided within two to three weeks; this will then be placed on the July 13th Agenda for discussion and renewal of her Agreement. Also, the consensus of the Commission was to have the template as the Clerk created to be applied to the City Manager and City Attorney positions for review going forward.

c. Election Districts Discussion (*added*)

Commissioner Grill was recently reviewing the City Code and identified that the City is to review the boundaries every two years compared to election data. Discussion ensued with the determination being that the City Clerk will provide the Commission with the data as produced by the Supervisor of Elections to allow the Commission to determine if any changes should be made (every two years).

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

Amber LaRowe, City Clerk—congratulated Commissioner Grill for successfully winning the qualification, there were no other candidates, therefore, no special election in August. Commissioner Grill will be sworn in at the first Commission meeting in September to fulfill the term until the March 2023 election.

Alex Rey, City Manager—congratulated Commissioner Grill.

Attorney Dickman, City Attorney—discussed a recent webinar he attended hosted by the Florida Shore and Beach Preservation Association. He encouraged the Commission to watch it. Mrs. McMahon, Parks and

Recreation Director, forwarded the email with the video link to the Commission.

Commissioner Graus—reminded everyone of the Corey Avenue Community Meeting tomorrow at the Community Center to discuss development; it is at 5:30 p.m.

Commissioner Grill—development in District 2 is still ongoing. He commented on the Saint Hotel with the ribbon cutting next week. In regard to the sewer project along Gulf Boulevard, it is continuing to progress with movement to 55th Avenue.

Vice Mayor Friszolowski—commented on the recent Belle Vista Community Meeting; the first one since the pandemic. It was a great turnout with lots of conversation and comments. There was discouragement in the movement to 55th Avenue for the sewer project instead of continuing on directly to Belle Vista; however, he is understanding of the reasons for the change in project timeline right now. He encouraged residents to continue being patient and understanding of the reasons behind the change.

Commissioner Pletcher—discussed the email that was forwarded to the Commission on the Pass-A-Grille Channel and the water quality impact. The Tierra Verde Group presented to the County Commission the assessment of the dredging costs and the impacts. Commissioner Pletcher encouraged the Commission review the email and talk to the County Commission.

Mayor Johnson—announced the BIG C meeting next week to be held at Treasure Island City Hall. There will be a presentation by Mike Twitty, Property Appraiser, and a discussion of micro-transit and the consistency through all the barrier island communities. There is an ongoing renourishment project that will also be discussed.

Mayor Johnson adjourned the meeting at 7:48 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Halloween Block Party Special Event Application

Date: July 13, 2021

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: Resident Sarah Wheaton is requesting to block off Belle Vista Drive from 44th Ave to 42nd Ave. The street closure would be October 30, 2021 from 7pm to 10pm. All street closures must receive approval from Commission. Staff recommends that if there are no changes to the event other than the date in the future, then this approval will apply to those future event dates with staff still reviewing the Event Application at each occurrence.

Funding: N/A

Requested Motion: “I move to authorize the approval of Special Event Application and street closure for October 30, 2021.”

Attachments: 1. Halloween 2021 Belle Vista Application



City of St. Pete Beach Event Application 2020

Applicant

Name of Applicant: Sarah Wheaton Title (if applicable): _____

Name of Organization (if applicable): _____

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

Mailing Address: 4302 Belle Vista Dr, St Pete Beach, FL 33706

Cell Phone: 727-430-3740

Email: wheaton9401@gmail.com

Event Information

Event Title: Belle Vista Halloween Block Party 2021 Event/Organization Web Address: _____

Event Location(s): Block Party Between 44th Ave - 42nd Ave

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

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>10/30/2021</u>	<u>Saturday</u>	<u>7pm</u>	<u>11pm 10pm</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 10/30/2021 Time(s) 6:30pm to 7pm

Cleanup Date(s): 10/30/2021 Time(s) 11pm 10pm to 12am 11pm

Description of Event: Neighborhood Halloween Block Party.

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 10/2022

Event Logistics

Estimated Attendance

200

200

(includes event crew, participants, and spectators)

This Year

Last Year (if Applicable)

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

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours): \$50.00

Special event fire vehicle per hour per vehicle (minimum of 3 hours): \$25.00

List all event activities: Live DJ, Staffed Bar (checking ID's and over 21 will have wrist band), Dancing, Live Performers.

Electricity Needed ☐ Yes ☒ No Source:

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

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)

How Many? Size: Installation Date: Removal Date:

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) Live Dj, Stilt Walkers

Parking Plan (please be detailed and include on site map): Parking along 44th 43rd Ave. Most people live within walking distance and we will suggest UBER, LYFT and Free Beach Rides.

Food and Beverage:

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

Will there be food trucks? ☐ Yes ☒ No

If yes, please list the truck/trailer vendors

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

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

Other Food Vendors that are not a truck or trailer

N/A

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

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

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

N/A

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

One Stage for DJ - 10' x 12'

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

Vehicle on the Beach Permits

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

☐ Yes

☒ No

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

Street Closures

Does Event require any Road or Sidewalk Closures?



Yes



No

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

Road	Start Intersection	End Intersection	Date	Times
<u>Belle Vista Dr</u>	<u>44th Ave</u>	<u>42nd Ave</u>	<u>10/30/2021</u>	<u>6:30pm - 11pm</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

N/A

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

Yes Barricades

 Cones

6-8 Trash Bins

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

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

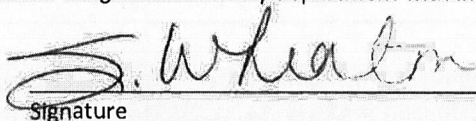
If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement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

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

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

Sarah Wheaton

Print Name


Signature

06/08/2021

Corporation Name (if applicable)

Date

EVENT APPLICATION FEES

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

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

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

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

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

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

OTHER FEES

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

Vehicle on the Beach permits is \$15.

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

City of St. Pete Beach Event Application Checklist

Please Include:

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

Please send completed application to:

City of St. Pete Beach

Jennifer McMahon, Parks and Recreation Director

155 Corey Ave

St. Pete Beach, FL 33706

Or email to: Rddirector@stpetebeach.org

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

2021 Halloween Block Party Event Plan

Road Closure – Belle Vista Dr from 44th Ave to 42nd Ave (same as 2019 and 2020)

- Fire Truck at Belle Vista Dr and 44th Ave Intersection
- Police officer and car at Belle Vista Dr and 42nd Ave intersection.
- 2 Vehicles along Belle Vista Dr blocking 43rd Ave
 - In the event of an emergency the fire truck, ambulance, EMT etc will have full access to Belle Vista Dr. There will be nothing set-up on the road

Detour –

- Drivers can use 44th Ave as a Detour to Moody Street and Poinsettia Dr to access all streets in Belle Vista.

Parking –

- Most attendants in 2019 and 2020 were neighbors and came to the block party on foot, if needed we could have vehicles park on the north side of 43rd Street.

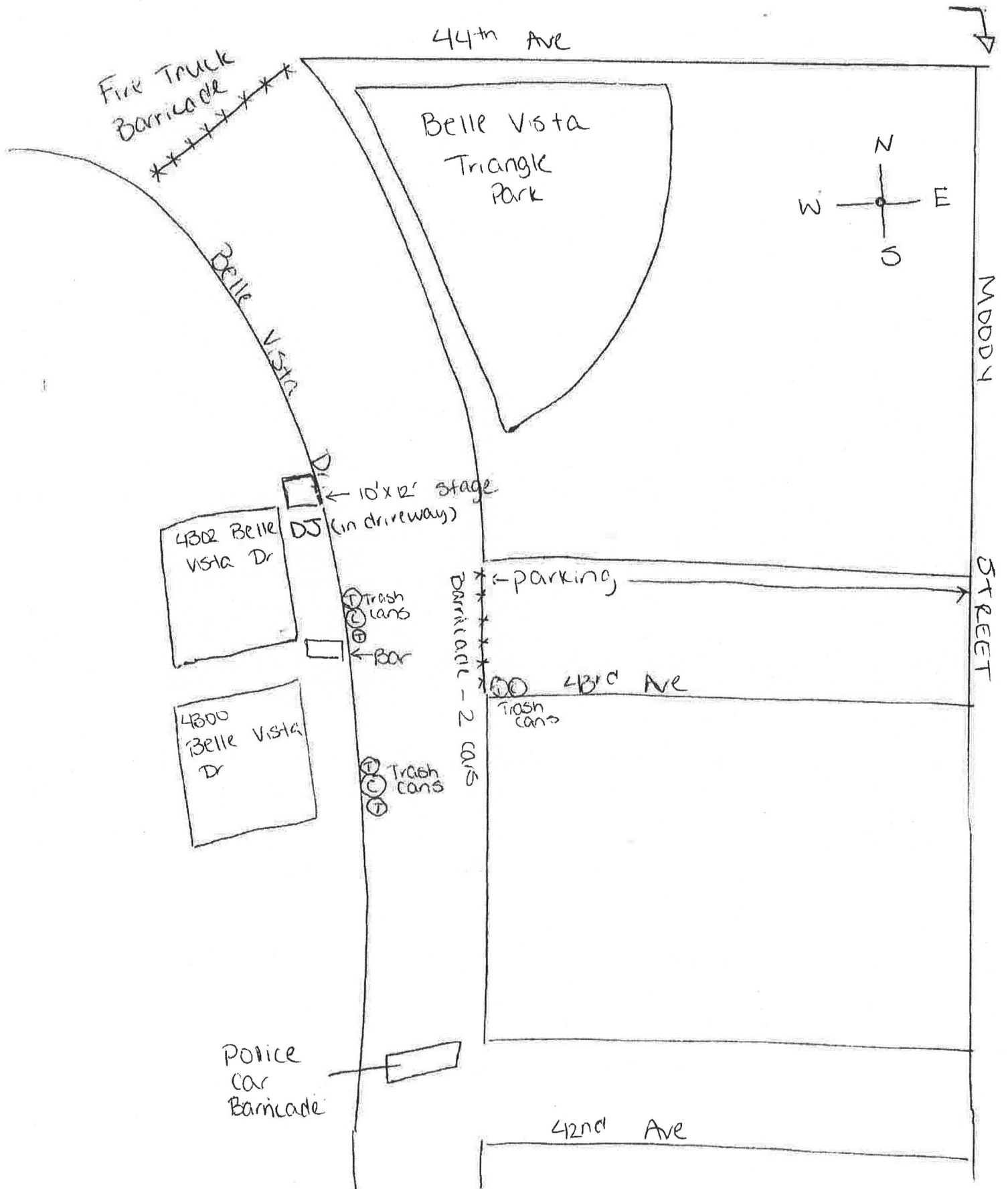
Public Health Plan –

- There will be a couple hand sanitizer stations one on both ends of the driveway – hand sanitizer will contain at least 60% alcohol.
- Signs for hand sanitizer station and social distancing will be displayed
- Trash can lids will remain off or in the open position the entire time.

Bar –

- Bar will have soft drinks, water, juices, liquor and beer.
- 2 Bartenders serving drinks
- Over 21 will be required to show id and wear a wristband in order to get alcoholic beverages.

→ Detour Belle Vista Dr. Traffic to Moody street



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: The Centre's SPB Croptoberfest Special Event Application

Date: July 13, 2021

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: Quality of Life Community Services is requesting to close 76th Avenue from Blind Pass Road to the west side of the Walgreens drive way. The street closure would be October 16, 2021 from 9am-7pm. All street closures must receive approval from Commission. Staff recommends that if there are no changes to the event other than the date in the future, then this approval will apply to those future event dates with staff still reviewing the Event Application at each occurrence.

Funding: N/A

Requested Motion: "I move to authorize the approval of Special Event Application and street closure for October 16, 2021."

Attachments: 1. The Centre 10-16-21 Application



City of St. Pete Beach Event Application 2020

Applicant

Name of Applicant: Cari Florez Title (if applicable): Business Administrator

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

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

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

Cell Phone: 813-376-0135 Email: cflorez@aioan.com

Event Information

Event Title: The Centre @ SPB Coptoberfest Event/Organization Web Address: thecentrespb.com

Event Location(s): The Centre @ SPB 7525 Blind Pass Rd, St. Pete Beach, FL 33706
If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>10/16/21</u>	<u>Saturday</u>	<u>12pm</u>	<u>5pm</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Set Up Date(s): 7/10/21 Time(s) 9am to 12pm
 Cleanup Date(s): 7/10/21 Time(s) 5pm to 7pm

Description of Event: The Centre @ SPB is hosting a Family Friendly Road Festival in celebration of Oktoberfest

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 9/17/2022

Event Logistics

Estimated Attendance

(includes event crew, participants, and spectators)

501-999

This Year

500 inside & out
throughout the day

N/A

Last Year (if Applicable)

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

The EMS and fire vehicle fees are listed below:

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

List all event activities: Corn Hole, Vendors, Beer, Photo Booth, German Food and music, german traditional dance troupe, Educational talks on horticulture.

Electricity Needed ☐ Yes ☒ No Source: _____

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

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

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

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

Also the parking lot for Winn Dixie next door we are in the process of obtaining approval.

Vendors will load and unload from the east side entrance of 76th Ave from the hours of 9am-11am and breakdown from 5pm to 7pm

Food and Beverage:

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

Will there be food trucks? ☒ Yes ☐ No

If yes, please list the truck/trailer vendors

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

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

Other Food Vendors that are not a truck or trailer

St. Pete Popcorn Company

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

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

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

10 10x10 tents, 1 30x20 tent for VIP

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

N/A

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

Vehicle on the Beach Permits

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

☐

Yes

☒

No

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

Street Closures

Does Event require any Road or Sidewalk Closures?

☒

Yes

☐

No

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

Road	Start Intersection	End Intersection	Date	Times
76th Ave	Blind Pass Rd and 76th Ave	76th Ave and Walgreens Parking Lot	10/16/21	9am-7pm

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

N/A

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

4 Barricades

4 Cones

4 Trash Bins

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

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

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

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

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

Cari Florez

Print Name

Quality of Life Community Services

Corporation Name (if applicable)

Signature

Date



5/12/21

EVENT APPLICATION FEES

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

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

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

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

OTHER FEES

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

Vehicle on the Beach permits is \$15.

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

North

Winn Dixie Parking lot

Sidewalk

10' x 10'

10' x 10'

10' x 10'

Grass 10' x 10'

10' x 10'

10' x 10'

Trash can

Barricades

Sanitation station

Vendors

10 x 10

Table & chairs

76th Ave.

Barricades

OPEN PEDESTRIAN AREA

EMG OPEN ACCESS

Beer storage

Barricades

Beer, wine, Soda
POS POS

Trash

Barricades

Food Truck

Trash can

Big trash bin

Trash can

10' x 10'

10' x 10'

The Centre SPB outdoor seating

10' x 10'

The Centre SPB parking

10' x 10'

Dumpster

Sidewalk

The Centre SPB

Walgreens Parking Lot

Walgreens

Blind Pass Rd.

Fire Lane

Public Health Plan for Events @ The Centre

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

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



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248132325
June 08, 2010 LTR 4168C E0
59-2201196 000000 00

00017404

BODC: TE

QUALITY OF LIFE COMMUNITY SERVICES
INC

5900 CENTRAL AVE STE J
ST PETERSBURG FL 33707

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

Dear Taxpayer:

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

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

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

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

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
QUALITY OF LIFE COMMUNITY SERVICES, INC.

Filing Information

Document Number 763910
FEI/EIN Number 59-2201196
Date Filed 06/24/1982

State FL

Status ACTIVE

Last Event AMENDMENT AND NAME
CHANGE

Event Date Filed 10/30/2009

Event Effective Date NONE

Principal Address

7525 Blind Pass Road
St. Pete Beach, FL 33706

Changed: 06/11/2020

Mailing Address

7525 Blind Pass Road
St. Pete Beach, FL 33706

Changed: 06/11/2020

Registered Agent Name & Address

COLE, STEPHEN O
625 COURT STREET
2ND FLOOR
CLEARWATER, FL 33756

Name Changed: 10/30/2009

Address Changed: 10/30/2009

Officer/Director Detail

Name & Address

Title Chairman

Moses, Michael J
7525 Blind Pass Road
St . Pete Beach, FL 33706

Title Director

Castellano, Nancy
625 Court Street
Attn: Stephen Cole

2nd Floor
Clearwater, FL 33756

Title Director

Donahue, Anne
625 Court Street
Attn: Stephen Cole
2nd Floor
Clearwater, FL 33756

Title Director

Weaver, Charles T
7525 Blind Pass Road
St. Pete Beach, FL 33706

Annual Reports

Report Year	Filed Date
2019	02/01/2019
2020	01/11/2020
2020	06/11/2020

Document Images

[06/11/2020 -- AMENDED ANNUAL REPORT](#)

[01/11/2020 -- ANNUAL REPORT](#)

[02/01/2019 -- ANNUAL REPORT](#)

[04/30/2018 -- ANNUAL REPORT](#)

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04/29/2012 -- ANNUAL REPORT	View image in PDF format
04/14/2011 -- ANNUAL REPORT	View image in PDF format
02/11/2010 -- ANNUAL REPORT	View image in PDF format
10/30/2009 -- Amendment and Name Change	View image in PDF format
04/27/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
04/28/2006 -- ANNUAL REPORT	View image in PDF format
11/21/2005 -- Name Change	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
04/30/2004 -- ANNUAL REPORT	View image in PDF format
05/01/2003 -- ANNUAL REPORT	View image in PDF format
06/03/2002 -- ANNUAL REPORT	View image in PDF format
05/04/2001 -- ANNUAL REPORT	View image in PDF format
05/04/2000 -- ANNUAL REPORT	View image in PDF format
03/17/1999 -- ANNUAL REPORT	View image in PDF format
09/14/1998 -- ANNUAL REPORT	View image in PDF format
03/09/1998 -- ANNUAL REPORT	View image in PDF format
06/25/1997 -- AMENDMENT	View image in PDF format
06/25/1997 -- REINSTATEMENT	View image in PDF format

City of St. Pete Beach Event Application Checklist

Please Include:

- ☒ Site Plan: Maximum Size of 8.5" x 11" including the following information
 - ☒ Location of food vendor area (s)
 - ☒ Tent locations and sizes
 - ☒ Location of food truck/trailers
 - ☒ Location of stage
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- ☒ Tax Exempt Documentation (if applicable)
- ☒ Non-Profit Documentation (if applicable)

Please send completed application to:

City of St. Pete Beach

Jennifer McMahon, Parks and Recreation Director

155 Corey Ave

St. Pete Beach, FL 33706

Or email to: Rddirector@stpetebeach.org

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

Jennifer McMahon

From: Michael Moses Jr. <moses@aioan.com>
Sent: Tuesday, June 15, 2021 10:03 AM
To: Jennifer McMahon
Subject: RE: New Head of Business Development at The Centre @ SPB
Attachments: Layout of street closure 06152021.pdf

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

Jennifer, Good Tuesday Morning:

Please find my answers, if you have additional questions let me know. As we do these events we will have them be more time efficient for you. My comments are type as this **MM:** _____

Below are the issues that need to be addressed from the Fire Marshal.

- By measuring the space on County GIS, the area is approximately 131x27. When you take that sqft, which does not account for area occupied by the beer/wine station food truck table/chairs, and divide by 7 (concentrated use without fixed seating) which is the occupant load factor in the Life Safety Code, the occupant load is **505**. If you account for the space taken by the beer/wine, table/chairs, food truck the occupant load will decrease.
 - Exit door from The Centre SPB shall be reflected on site plan. It appears that exit doors are being blocked by the tents.
 - **MM:**
 - I have added the doors on the attached original PDF. Note we have a set of double doors and a single door on the 76th Ave side.
 - The single door will be used to access the VIP tent
 - We will use the same 20 x 30 ft tent vendor for the tent that we used for our 4/18/21 event
 - The vendor pulled a permit from the City of St Pete Beach and it will comply
 - Do you need this in advance or is this statement satisfactory?
 - If Kelly wants or requires a pass through at the VIP tent we can do that as well
 - The 10 x 10 tents will **NOT** be up against the building
 - Occupant load for the 20x30 tent is **40** with tables/chairs. **MM: Confirmed**
 - Provide flame resistant certificate for 20x30 tent. Also if the 10x10 are up against the building, we will need these flame resistant certificates too.
 - **MM: We will use the same vendor for the tent that we used for our 4/18/21 event**
 - The vendor pulled a permit from the City of St Pete Beach and it will comply
 - Do you need this in advance or is this statement satisfactory?
 - If Kelly wants or requires a pass through at the VIP tent we can do that as well
 - The 10 x 10 will **NOT** be up against the building
- Food truck shall swap with beer/wine station location since now on the property there are (2) 420lb LP tanks next to the dumpster.
 - **MM: So I am clear in my understanding**
 - Due to the LP tanks the Food Truck must flip flop with the Beer Truck?
 - Yes or no

- Is there something I am not understanding!
- If it is a YES...
 - Just and FYI The (2) 420lbs Should be removed and Natural Gas should be connected by this date...

The application says 501-1000, how are you monitoring attendance? Selling tickets? Can you limit them?

- 1) **MM: I am not sure how to reply to this other than**
 - a. We anticipate that to be throughout the day
 - b. I comprehend your 505 count to be
 - i. Only the outdoor space.
 - ii. Capacity at a single point in time
 - c. The event also includes the interior of the Centre
 - d. We will be utilizing the interior so that would increase the number of people able to be present at one time
- 2) Yes, We will be selling tickets
- 3) This event is 5 hours
 - a. With our 4/18 event we ended up with a total of 425 guests and staff / Volunteers
 - b. Over 7 hours
 - c. We estimated no more than 75 were ever present at one time
- 4) We anticipate people coming and leaving

Please advise me:

is this is satisfactory and

what are the next steps so we can continue organizing and moving this forward.

As we fine tune our wishes for Veterans day event I will be back to you.

Call with questions Friday. I will be out most of the week next week or contact the fire marshal, Kelly, directly (363-9205)

From: Jennifer McMahon <rddirector@stpetebeach.org>
Sent: Tuesday, June 8, 2021 10:00 AM
To: Michael Moses Jr. <moses@aioan.com>
Subject: FW: New Head of Business Development at The Centre @ SPB

From: Jennifer McMahon
Sent: Wednesday, June 2, 2021 12:36 PM
To: Jonathan Beale <jonathan@theCentreSPB.com>
Cc: Ada Houk <ada@theCentreSPB.com>
Subject: RE: New Head of Business Development at The Centre @ SPB

Hi All,

Thanks for the email. I did email Heather regarding the October event application we received. Below is a copy of the email in red.

If you can take a look at those and respond, it would be helpful. Thanks, and welcome Ada!

Hi Heather,

Below are the issues that need to be addressed from the Fire Marshal.

- By measuring the space on County GIS, the area is approximately 131x27. When you take that sqft, which does not account for area occupied by the beer/wine station food truck table/chairs, and divide by 7 (concentrated use without fixed seating) which is the occupant load factor in the Life Safety Code, the occupant load is **505**. If you account for the space taken by the beer/wine, table/chairs, food truck the occupant load will decrease.
- Exit door from The Centre SPB shall be reflected on site plan. It appears that exit doors are being blocked by the tents.
- Occupant load for the 20x30 tent is **40** with tables/chairs.
- Provide flame resistant certificate for 20x30 tent. Also if the 10x10 are up against the building, we will need these flame resistant certificates too.
- Food truck shall swap with beer/wine station location since now on the property there are (2) 420lb LP tanks next to the dumpster.

The application says 501-1000, how are you monitoring attendance? Selling tickets? Can you limit them?

Call with questions Friday. I will be out most of the week next week or contact the fire marshal, Kelly, directly (363-9205)



Jennifer McMahon

Parks and Recreation Director

City Manager's Office | City of St. Pete Beach

☎ 727-363-9274
 ✉ rddirector@stpetebeach.org
 🌐 www.stpetebeach.org
 📍 155 Corey Avenue, St. Pete Beach FL 33706



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Amendment to Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement

Date: July 13, 2021

Prepared By: Jim Kilpatrick, Fire Chief

Through: Alex Rey, City Manager

Summary of Issue: In an effort to provide seamless, effective, and efficient ALS first response to emergency incidents in Pinellas County, the Pinellas County EMS Authority contracts to various municipalities to provide services. The current Agreement between the City of St. Pete Beach and the Authority expires on September 30, 2024, which the Commission approved in 2019.

The Agreement obligates the Authority to provide funding for the reasonable and customary costs associated with the provisions of emergency medical services. Due to a budget deficit, staff requested an increase of \$141,375 or 7.17% to bring compensation for FY21-22 to \$2,111,765. With the approval of the respective boards the Contractor (City) and the Authority (County) beginning on October 1, 2021, the Authority will compensate the City in the amount of the City's submitted budget for EMS.

Funding: N/A

Requested Motion: "I move to approve the Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement amendment with Pinellas County Emergency Medical Services (EMS) Authority, for FY21-22."

Attachments: 1. 2021 St. Pete Beach ALS - Amendment 1 (003)

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT
AMENDMENT NO. 1**

CITY OF ST. PETE BEACH

2021

**PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774**

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT
AMENDMENT NO. 1**

THIS FIRST AMENDMENT made this _____ day of _____ 2021 between the CITY OF ST. PETE BEACH, a Florida municipal corporation ("Contractor") and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

In consideration of the mutual benefits set forth below, the parties agree as follows:

1. Contractor currently contracts with the Authority to provide Advanced Life Support (ALS) First Responder Services. The Contractor and the Authority are currently parties to the Emergency Medical Services ALS First Responder Agreement, dated October 22, 2019, which contract is referred to herein as the "Agreement."
2. Section 701(f) of the Agreement provides for an extraordinary budget increase which must be negotiated and approved prior to the beginning of the next fiscal year in the event any proposed budget submitted by the Contractor should exceed three (3%) percent of the prior Fiscal Year's budget. The Contractor's funding for FY20-21 totaled \$1,970,390 and the FY21-22 budget request is \$2,111,765. The extraordinary cost increase is \$141,375 or 7.17%.
3. The Authority hereby agrees to and has funded and authorized the Contractor's budget request of \$2,111,765 for FY21-22, which change is reflected on Appendix A hereto.
4. Except as is otherwise set out herein, the Contractor and the Authority agree that upon approval by the respective Boards of the Contractor and the Authority and upon signing this Amendment, all terms of the Agreement will remain in full force and effect.
5. Contractor and Authority agree that the effective date is October 1, 2021.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2021.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of
County Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF ST. PETE BEACH, FLORIDA

by: _____
Mayor

by: _____
City Manager

Approved as to Form:

Attest:

by: _____
City Attorney

by: _____
City Clerk

Appendix A
ALS First Responder Profile

Contractor	St. Pete Beach
EMS District(s)	St. Pete Beach EMS District
Authority Funded Units	Medic 22 Rescue 23
Contractor Funded Units	Squad 22 Truck 23
EMS Coordination	EMS Coordinator – 1 FTE
FY21-22 Annual Compensation	FY21-22 = \$2,111,765 FY22-23 and Future Years = Per submitted budget.
Projected Capital	FY19-20 Rescue Unit - 1 FY20-21 None FY21-22 None FY22-23 None FY23-24 Medic Unit 1, Staff Vehicle - 1

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Rowland FM 8 Construction Award

Date: July 13, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City issued a Request for Bids (RFB) in May of 2021 for the Force Main 8 Replacement project. Sanitary Force Main 8 was evaluated during the City's FY18 Force Main Condition Assessment and was found to be at the end of its service life, prompting this main to be scheduled and prioritized for replacement. This force main starts at Lift Station 8 and runs approximately 1,350 feet along Clearview Way, 39th Avenue and Poinsettia Drive, discharging into a manhole at 40th Avenue. During this construction, the existing force main will be replaced with new 6-inch HDPE force main, installed via Direction Drilling and Open Trench.

The City also requested a bid alternate price to replace thirteen (13) reclaimed service laterals within the project area in locations where asphalt restoration will be performed. The total bid price for Rowland to include these reclaimed replacements in the project is \$24,030.

This approval includes 15% contingency in addition to the \$314,400.00 base bid and \$24,030.00 bid alternate amounts from Rowland, Inc. for a total authorization of \$389,194.50.

Funding: Wastewater Force Mains - 101-6107-535-5635

Requested Motion: I move to approve the Services Agreement with Rowland, Inc. for Force Main 8 Replacement, in the amount of \$389,194.50.

Attachments:

1. Services Agreement
2. Bid Tabulation
3. Bid from Rowland Inc

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

Force Main 8 Replacement

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (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.

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.

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 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 90 calendar days from contract execution. ("completion date").

6. This Agreement will remain in effect for a period of one (1) year from the Effective Date.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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")
- c. RFB (Exhibit "C")

21. 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.

22. 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.

23. 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.
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

24. 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.

25. 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.

26. 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.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in force main 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 "**Force Main 8 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.

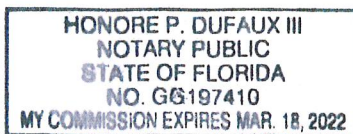
The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "**Force Main 8 Replacement**"

COMPANY: Rowland Inc. DATE: June 17, 2021
ADDRESS: 6855 102nd Ave. N, Pinellas Park, FL 33782 PHONE: (727) 545-3815
BIDDER: *K. D. Rowland* NAME: Kevin D. Rowland, President
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of June, 2021, by Kevin D. Rowland, who is personally known to me or has produced _____ as identification.

(SEAL)



Honore P. DuFaux III
Notary Public – State of Florida
Honore P. DuFaux III
(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

BID FORM
CITY OF ST. PETE BEACH
FORCE MAIN NO. 8 REPLACEMENT

No.	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
1	Mobilization	1	LS	25,720.00	25,720.00
2	Maintenance of Traffic	1	LS	3,920.00	3,920.00
3	Erosion and Sediment Control	1	LS	4,360.00	4,360.00
4	As-Built Drawings	1	LS	1,570.00	1,570.00
5	10" HDPE DR 11 Force Main HDD	600	LF	97.00	58,200.00
6	8" PVC C900-16 DR 18 (Open Cut) Including Excavation and Restraints	920	LF	93.00	85,560.00
7	8" DI Fittings - 22.5 Degree	3	EA	690.00	2,070.00
8	8" DI Fittings - 45 Degree	4	EA	690.00	2,760.00
9	8" DI Fitting - 90 Degree	4	EA	740.00	2,960.00
10	8" DI Fittings - 11.25 Degree	5	EA	610.00	3,050.00
11	10"x8" DI Reducer with HDPE to MJ Adapter	4	EA	890.00	3,560.00
12	8" DI Plug Valve	3	EA	3,010.00	9,030.00
13	Connection to Existing Valve Vault	1	EA	1,350.00	1,350.00
14	Connection to Existing Manhole	1	EA	1,570.00	1,570.00
15	Grout and Abandon Existing Force Main	20	CY	280.00	5,600.00
16	Pavement Repair and Road Restoration - Subgrade, Base, and Asphalt	620	SY	47.00	29,140.00
17	Pavement Repair and Road Restoration - Mill and Resurface	2400	SY	19.00	45,600.00
18	Concrete Driveway Replacement	35	SY	160.00	5,600.00
19	Sodding	450	SY	9.00	4,050.00
20	Landscaping Restoration	1	LS	6,530.00	6,530.00
21	2" S.S. 316 Air Release Valve (Aboveground)	2	EA	6,100.00	12,200.00
SUBTOTAL					314,400.00
TOTAL					314,400.00
ALTERNATE BID					
22-A	Remove and Replace - Short Reclaimed Service Lateral Including Restoration (Length: 0 - 25 FT)	7	EA	1,530.00	10,710.00
23-A	Remove and Replace - Long Reclaimed Service Lateral Including Restoration (Length 25 - 50 FT)	6	EA	2,220.00	13,320.00
TOTAL WITH ALTERNATE BID					338,430.00

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: Kevin D. Rowland, President
(Print individual's name and title)

for: Rowland Inc.
(Print name of entity submitting sworn statement)

at: 6855 102nd Ave. N, Pinellas Park, FL 33782
(Business address)

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

59-0978899
(FEIN)

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

(SSN)

by the individual signing this sworn statement:

K. D. Rowland
(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).
X 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 Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of June, 2021, by Kevin D. Rowland, who is personally known to me or has produced _____ as identification.

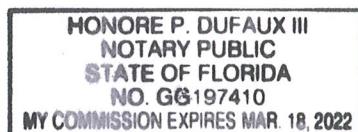
(SEAL)



Notary Public – State of Florida

Honore P. DuFaux III

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



VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Pinellas

I state that I Kevin D. Rowland, President of Rowland Inc.,
(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. Rowland Inc., 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.

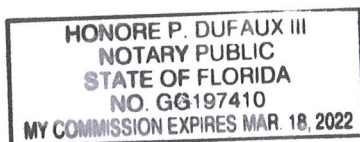
Name of Organization: Rowland Inc.

Signed By: K. O. Rowland

Print Name: Kevin D. Rowland

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of June, 2021, by Kevin D. Rowland, who is personally known to me or has produced _____ as identification.

(SEAL)



Honore P. DuFaux III
Notary Public – State of Florida

Honore P. DuFaux III
(Print, Type, Stamp, or Commissioned Name of Notary Public)

Valerin

Westra Construction Corp.

Q: Bid Form Change

A: New form attached

Q: Please provide as-built for tie in location.

A: See attached drawings

Acknowledge receipt of this addendum by initialing and including this page with the submittal.

Initial KOR

References

Company Name: Pinellas County Utilities
Company Address: 14 S. Ft. Harrison Ave.
Clearwater, FL 33756
Contact Person: Dennis Simpson
Contact Email Address: dsimpson@co.pinellas.fl.us
Contact Phone Number: (727) 464-4223
Nature of Contact: Annual Sanitary Sewer Repair &
Extension
Dollar Value of Contract: \$4,315,619.80 +/-
Start and End Dates of Contact: 09/01/2019 - present

Company Name: City of Clearwater
Company Address: 100 S. Myrtle Ave.
Clearwater, FL 33756
Contact Person: Todd Kuhnel
Contact Email Address: todd.kuhnel@myclearwater.com
Contact Phone Number: (727) 562-4798
Nature of Contact: 2018 Sewer Point Repair &
Improvements Project
Dollar Value of Contract: \$12,600,000.00 +/-
Start and End Dates of Contact: 09/06/2018 - present

Company Name: City of St. Pete Beach
Company Address: 155 Corey Avenue
St. Pete Beach, FL 33706
Contact Person: Brett Warner
Contact Email Address: bwarner@stpetebeach.org
Contact Phone Number: (727) 363-9254
Nature of Contact: Wastewater System Point Repairs
Dollar Value of Contract: \$4,800,000.00 +/-
Start and End Dates of Contact: 12/12/2016 - present

Company Name: City of St. Petersburg
Company Address: One Fourth Street N.
St. Petersburg, FL 33701
Contact Person: Matthew C. Wilson
Contact Email Address: Matthew.Wilson@stpete.org
Contact Phone Number: (727) 892-5658
Nature of Contact: WRD Miscellaneous Services FY20
(Unscheduled Repairs)
Dollar Value of Contract: \$3,750,000.00 +/-
Start and End Dates of Contact: 5/21/2021 - Present

Company Name: City of Largo
Company Address: 201 Highland Avenue, Bldg. 1
Largo, FL 33779
Contact Person: Chuck Mura P.E.
Contact Email Address: cmura@largo.com
Contact Phone Number: (727) 587-6713 ext. 4414
Nature of Contact: Sanitary Sewer, Reclaimed Water and
Stormwater Repair
Dollar Value of Contract: \$8,932,100.00 +/-
Start and End Dates of Contact: 10/16/2018 - present

Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROWLAND, KENNETH DEAN

ROWLAND INC
6855 102ND AVE N
PINELLAS PARK FL 33782

LICENSE NUMBER: CUC052617

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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 12485 - 28th Street North Saint Petersburg, FL 33716 727 327-7070	CONTACT NAME: Michelle Jandola	
	PHONE (A/C, No, Ext): 9417821880	FAX (A/C, No): 8886328459
	E-MAIL ADDRESS: mjandola@mcgriff.com	
INSURED Rowland Inc 6855 102nd Avenue N Pinellas Park, FL 33782	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great American Assurance Company	NAIC #: 26344
	INSURER B: Travelers Property Casualty InsuranceCo	36161
	INSURER C: Great American Insurance Co of NY	22136
	INSURER D: Westchester Surplus Lines Insurance	10172
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:			GLP376329303	10/01/2020	10/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒			CAP376329203	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10000			ZUP16N251282	10/01/2020	10/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	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	WC376330202	10/01/2020	10/01/2021	☒ 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
D	Pollution Liability			G71152613003	10/01/2020	10/01/2021	Each Condition: \$2M Aggregate: \$4M Deductible: \$2,500

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

City of St. Pete Beach is an Additional Insured with a Waiver of Subrogation as regards the General Liability when required by written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of St Pete Beach
155 Corey Avenue
Saint Petersburg 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

T. J. ...

EXHIBIT “C”

(Place RFB behind this page)



City of St Pete Beach Request for Bid

FORCE MAIN 8 REPLACEMENT

**Bids due on or before
June 17, 2021 at 10:00 AM EST (Deadline)
City Hall, St. Pete Beach, FL**

I. CONTENTS

I.	CONTENTS	2
II.	CONTRACTOR’S BID SUBMITTAL	3
III.	FEE SCHEDULE	4
IV.	GENERAL CONTRACT TERMS.....	6
V.	REFERENCES & MINIMUM QUALIFICATIONS.....	25
VI.	PUBLIC ENTITY CRIMINAL AFFIDAVIT	26
VII.	NON-COLLUSION AFFADAVIT	28
VIII.	TECHNICAL SPECIFICATIONS.....	29
IX.	PROJECT PLANS.....	30

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in force main 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 "**Force Main 8 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 "**Force Main 8 Replacement**"

COMPANY:	_____	DATE:	_____
ADDRESS:	_____	PHONE:	_____
BIDDER:	_____	NAME:	_____
	(SIGNATURE)		(PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2021, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(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. FEE SCHEDULE

CITY OF ST. PETE BEACH FORCE MAIN NO. 8 REPLACEMENT					
No.	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Erosion and Sediment Control	1	LS		
4	As-Built Drawings	1	LS		
5	10" HDPE DR 11 Force Main HDD	600	LF		
6	8" PVC C900-16 DR 18 (Open Cut) Including Excavation and Restraints	920	LF		
7	8" DI Fittings - 22.5 Degree	3	EA		
8	8" DI Fittings - 45 Degree	4	EA		
9	8" DI Fitting - 90 Degree	4	EA		
10	8" DI Fittings - 11.25 Degree	5	EA		
11	10"x8" DI Reducer with HDPE to MJ Adapter	4	EA		
12	8" DI Plug Valve	3	EA		
13	Connection to Existing Valve Vault	1	EA		
14	Connection to Existing Manhole	1	EA		
15	Grout and Abandon Existing Force Main	20	CY		
16	Pavement Repair and Road Restoration - Subgrade, Base, and Asphalt	620	SY		
17	Pavement Repair and Road Restoration - Mill and Resurface	2400	SY		
18	Concrete Driveway Replacement	35	SY		
19	Sodding	75	SY		
20	Landscaping Restoration	1	LS		
21	2" S.S. 316 Air Release Valve (Aboveground)	2	EA		
SUBTOTAL					
TOTAL					

ALTERNATE BID					
22-A	Remove and Replace - Short Reclaimed Service Lateral Including Restoration (Length: 0 - 25 FT)	7	EA		
23-A	Remove and Replace - Long Reclaimed Service Lateral Including Restoration (Length 25 - 50 FT)	6	EA		
TOTAL WITH ALTERNATE BID					

AWARD WILL BE BASED ON BASE BID

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified contractor to perform force main replacement.

LOCATIONS

Force Main 8 currently runs from Lift Station No. 8 for approximately 1350 LF along 39th Ave and Poinsettia Dr and discharges to the existing gravity sewer at MH-297 at the intersection of 40th Ave and Poinsettia Dr. Access to the work sites shall be over streets, and walkways.

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, , References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (kkapusta@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on **May 27, 2021 at 10:00 AM EST** via Zoom Video conference/Teleconference. Please contact the City's Procurement Manager (kkapusta@stpetebeach.org) for a meeting invitation and Zoom Meeting instructions.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **4:00 PM EST on June 9, 2021**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until June 17, 2021 at 10:00 AM EST (Deadline). No bids shall be accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: **"Force Main 8 Replacement"**

CONTACT INFORMATION

Kathy Kapusta – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9251

E-mail - kkapusta@stpetebeach.org

SCOPE OF WORK

The Contractor shall furnish all labor, superintendence, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, shop drawings, working drawings and other means of construction necessary or proper for performing and completing the work. The Contractor is responsible for obtaining all required permits necessary for the work, including all applications and review fees, other than those permits which may have already been obtained. The Contractor shall perform and complete the work in a speedy and efficient manner consistent with safety of life and property and to the satisfaction of the City, and in strict accordance with the Contract Documents. The Contractor shall repair or restore all structures and property damaged or disturbed during performance of the work.

The cost of incidental work described in this General Section, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. The Contractor shall be solely responsible for the means and methods of construction and the adequacy of his workmanship, materials and equipment.

The Contractor shall be solely responsible for the means and methods of construction and the adequacy of the workmanship, materials and equipment.

DETAILED SPECIFICATIONS

- The Contractor shall carefully examine the City ROW and be familiar with the work required for the project. Investigate all site conditions that may affect execution of the work as detailed in the bid documents. Contact the City's Public Works Department for changes or alterations before proceeding. Contractor is responsible for field measurement and review of existing conditions.
- Contractor is responsible for all utility locates through Sunshine One-Call.
- Site and surrounding properties must be kept free of debris and thoroughly cleaned upon completion.
- All work to be completed within City Property or City Right-Of-Way or City Easements.
- Equipment left on site must be approved by the Public Works Department.

- Barricades, cones, and/or traffic control activities, ALL MOT requirements are the responsibility of the Contractor. Public Notification (via door hanger or mailings) are the responsibility of the Contractor.
- Contractor is to use details and specifications as noted on the plans.
- Contractor is responsible for field measurement.

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector.

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Public Works Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Contractor shall, within ten (10) business days after receipt of the Notice of Award and before commencement of any operations hereunder, execute the Agreement. Additionally, the Contractor shall, within twenty (20) business days after receipt of the Notice of Award, provide all required documentation to the City. The Contractor must commence construction activities within thirty (30) business days of Agreement execution. Any change to the start date or the work schedule included with this bid must be submitted in writing to and approved by the City Manager or designee.

COMPLETION OF WORK

The work will be completed and ready for final inspection within 90 calendar days from contract execution. The project shall be considered eligible for final acceptance by the City when all required work to be performed as outlined in this Agreement is complete and accepted by the City.

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES

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

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

The Contractor shall furnish a combined performance and payment bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This bond is to be delivered to the City along with the executed Agreement.

The expense of this bond shall be borne by the Contractor. If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full Contractor shall furnish within ten (10) business days after receipt of written notice to do so.

Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form force and effect on the date of the bond. The form of the bond shall be subject to approval by the City.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice, and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory

costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.
- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications, and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent (10%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and

conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work not remedied
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims
- c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid
- e) Damage to another Contractor
- f) Failure of the Contractor to keep their work progressing in accordance with their time schedule

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions

therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability

insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site, including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the

character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense

to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this

Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance

with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINT REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

- 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 Agreement.
- Subcontractors (i) Contractor 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 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 Agreement.
- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- 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. 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 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

FISCAL NON-FUNDING

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

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

V. REFERENCES & MINIMUM QUALIFICATIONS

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

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

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

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

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

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

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

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

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

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

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

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

(FEIN)

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

(SSN)

by the individual signing this sworn statement:

(Signature)

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

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

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

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

STATE OF FLORIDA
COUNTY OF _____

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

(SEAL)

Notary Public – State of Florida

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

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(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. _____, 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: _____

Signed By: _____

Print Name: _____

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

(SEAL)

Notary Public – State of Florida

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

VIII. TECHNICAL SPECIFICATIONS
Available on the City web site

IX. PROJECT PLAN
Available on the City web site

CITY OF ST. PETE BEACH
RFB - FORCE MAIN 8 REPLACEMENT
Bid Opening Date: June 17, 2021 10:00AM
Bid Tabulation

Firm	Date Received/Via	Bid Estimate
Southern Underground Industries	6/16/21- Fedex 10:42 AM	\$506,695.00
Amici Engineering Contractors	6/17/2021 - Hand Delivered 8:57 AM	\$423,675.00
Harris-McBurney Company	6/17/2021 - Hand Delivered 9:01 AM	\$406,440.91
Harbor Contracting LLC	6/17/2021 - Hand Delivered 9:20 AM	\$335,000.00
Metro Equipment Service	6/17/2021 - Hand Delivered 9:34 AM	\$493,415.00
Rowland Inc	6/17/2021 - Hand Delivered 9:39 AM	\$314,400.00
Timm Group Stucco Inc	6/17/2021 - Hand Delivered 9:48 AM	\$788,440.00
Kamminga & Roodvoets Inc	6/17/2021 - Hand Delivered 8:50 AM	\$413,471.00
Westra Construction Corp.	6/17/2021 - Hand Delivered 8:43 AM	\$520,325.00

Adjourned: 10:06 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in force main 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 "**Force Main 8 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.

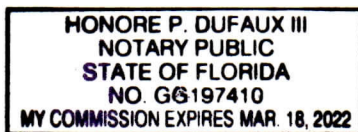
The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "**Force Main 8 Replacement**"

COMPANY: Rowland Inc. DATE: June 17, 2021
ADDRESS: 6855 102nd Ave. N, Pinellas Park, FL 33782 PHONE: (727) 545-3815
BIDDER: K. D. Rowland NAME: Kevin D. Rowland, President
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of June, 2021, by Kevin D. Rowland, who is personally known to me or has produced _____ as identification.

(SEAL)



Honore P. DuFaux III
Notary Public – State of Florida
Honore P. DuFaux III
(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

**BID FORM
CITY OF ST. PETE BEACH
FORCE MAIN NO. 8 REPLACEMENT**

No.	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
1	Mobilization	1	LS	25,720.00	25,720.00
2	Maintenance of Traffic	1	LS	3,920.00	3,920.00
3	Erosion and Sediment Control	1	LS	4,360.00	4,360.00
4	As-Built Drawings	1	LS	1,570.00	1,570.00
5	10" HDPE DR 11 Force Main HDD	600	LF	97.00	58,200.00
6	8" PVC C900-16 DR 18 (Open Cut) Including Excavation and Restraints	920	LF	93.00	85,560.00
7	8" DI Fittings - 22.5 Degree	3	EA	690.00	2,070.00
8	8" DI Fittings - 45 Degree	4	EA	690.00	2,760.00
9	8" DI Fitting - 90 Degree	4	EA	740.00	2,960.00
10	8" DI Fittings - 11.25 Degree	5	EA	610.00	3,050.00
11	10"x8" DI Reducer with HDPE to MJ Adapter	4	EA	890.00	3,560.00
12	8" DI Plug Valve	3	EA	3,010.00	9,030.00
13	Connection to Existing Valve Vault	1	EA	1,350.00	1,350.00
14	Connection to Existing Manhole	1	EA	1,570.00	1,570.00
15	Grout and Abandon Existing Force Main	20	CY	280.00	5,600.00
16	Pavement Repair and Road Restoration - Subgrade, Base, and Asphalt	620	SY	47.00	29,140.00
17	Pavement Repair and Road Restoration - Mill and Resurface	2400	SY	19.00	45,600.00
18	Concrete Driveway Replacement	35	SY	160.00	5,600.00
19	Sodding	450	SY	9.00	4,050.00
20	Landscaping Restoration	1	LS	6,530.00	6,530.00
21	2" S.S. 316 Air Release Valve (Aboveground)	2	EA	6,100.00	12,200.00
SUBTOTAL					314,400.00
TOTAL					314,400.00
ALTERNATE BID					
22-A	Remove and Replace - Short Reclaimed Service Lateral Including Restoration (Length: 0 - 25 FT)	7	EA	1,530.00	10,710.00
23-A	Remove and Replace - Long Reclaimed Service Lateral Including Restoration (Length 25 - 50 FT)	6	EA	2,220.00	13,320.00
TOTAL WITH ALTERNATE BID					338,430.00

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: Kevin D. Rowland, President
(Print individual's name and title)

for: Rowland Inc.
(Print name of entity submitting sworn statement)

at: 6855 102nd Ave. N, Pinellas Park, FL 33782
(Business address)

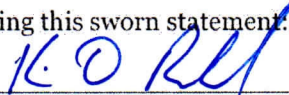
and (if applicable), its Federal Employer Identification Number (FEIN):

59-0978899
(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.

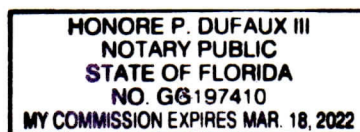
5. I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods 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).
X 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 Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of June, 2021, by Kevin D. Rowland, who is personally known to me or has produced _____ as identification.

(SEAL)



Honore P. DuFaux III

Notary Public – State of Florida

Honore P. DuFaux III

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

VII. NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Pinellas

I state that I Kevin D. Rowland, President of Rowland Inc.,

(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. Rowland Inc., 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.

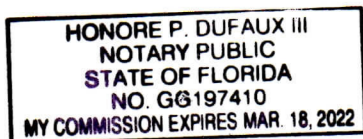
Name of Organization: Rowland Inc.

Signed By: K. O. Rowland

Print Name: Kevin D. Rowland

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of June, 2021, by Kevin D. Rowland, who is personally known to me or has produced _____ as identification.

(SEAL)



Honore P. DuFaux III
Notary Public – State of Florida

Honore P. DuFaux III

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

Valerin

Westra Construction Corp.

Q: Bid Form Change

A: New form attached

Q: Please provide as-built for tie in location.

A: See attached drawings

Acknowledge receipt of this addendum by initialing and including this page with the submittal.

Initial KOR

References

Company Name: Pinellas County Utilities
Company Address: 14 S. Ft. Harrison Ave.
Clearwater, FL 33756
Contact Person: Dennis Simpson
Contact Email Address: dsimpson@co.pinellas.fl.us
Contact Phone Number: (727) 464-4223
Nature of Contact: Annual Sanitary Sewer Repair &
Extension
Dollar Value of Contract: \$4,315,619.80 +/-
Start and End Dates of Contact: 09/01/2019 - present

Company Name: City of Clearwater
Company Address: 100 S. Myrtle Ave.
Clearwater, FL 33756
Contact Person: Todd Kuhnel
Contact Email Address: todd.kuhnel@myclearwater.com
Contact Phone Number: (727) 562-4798
Nature of Contact: 2018 Sewer Point Repair &
Improvements Project
Dollar Value of Contract: \$12,600,000.00 +/-
Start and End Dates of Contact: 09/06/2018 - present

Company Name: City of St. Pete Beach
Company Address: 155 Corey Avenue
St. Pete Beach, FL 33706
Contact Person: Brett Warner
Contact Email Address: bwagner@stpetebeach.org
Contact Phone Number: (727) 363-9254
Nature of Contact: Wastewater System Point Repairs
Dollar Value of Contract: \$4,800,000.00 +/-
Start and End Dates of Contact: 12/12/2016 - present

Company Name: City of St. Petersburg
Company Address: One Fourth Street N.
St. Petersburg, FL 33701
Contact Person: Matthew C. Wilson
Contact Email Address: Matthew.Wilson@stpete.org
Contact Phone Number: (727) 892-5658
Nature of Contact: WRD Miscellaneous Services FY20
(Unscheduled Repairs)
Dollar Value of Contract: \$3,750,000.00 +/-
Start and End Dates of Contact: 5/21/2021 - Present

Company Name: City of Largo
Company Address: 201 Highland Avenue, Bldg. 1
Largo, FL 33779
Contact Person: Chuck Mura P.E.
Contact Email Address: cmura@largo.com
Contact Phone Number: (727) 587-6713 ext. 4414
Nature of Contact: Sanitary Sewer, Reclaimed Water and
Stormwater Repair
Dollar Value of Contract: \$8,932,100.00 +/-
Start and End Dates of Contact: 10/16/2018 - present



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROWLAND, KENNETH DEAN

ROWLAND INC
6855 102ND AVE N
PINELLAS PARK FL 33782

LICENSE NUMBER: CUC052617

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.



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 12485 - 28th Street North Saint Petersburg, FL 33716 727 327-7070	CONTACT NAME: Michelle Jandola PHONE (A/C, No, Ext): 9417821880 FAX (A/C, No): 8886328459 E-MAIL ADDRESS: mjandola@mcgriff.com														
INSURED Rowland Inc 6855 102nd Avenue N Pinellas Park, FL 33782	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great American Assurance Company</td> <td>26344</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty InsuranceCo</td> <td>36161</td> </tr> <tr> <td>INSURER C: Great American Insurance Co of NY</td> <td>22136</td> </tr> <tr> <td>INSURER D: Westchester Surplus Lines Insurance</td> <td>10172</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: Great American Assurance Company	26344	INSURER B: Travelers Property Casualty InsuranceCo	36161	INSURER C: Great American Insurance Co of NY	22136	INSURER D: Westchester Surplus Lines Insurance	10172	INSURER E:		INSURER F:	
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INSURER D: Westchester Surplus Lines Insurance	10172														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		GLP376329303	10/01/2020	10/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒		CAP376329203	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000		ZUP16N251282	10/01/2020	10/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC376330202	10/01/2020	10/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Liability		G71152613003	10/01/2020	10/01/2021	Each Condition: \$2M Aggregate: \$4M Deductible: \$2,500

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

City of St. Pete Beach is an Additional Insured with a Waiver of Subrogation as regards the General Liability when required by written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of St Pete Beach
 155 Corey Avenue
 Saint Petersburg 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

TJ

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: City Clerk Contract and Annual Performance Review

Date: July 13, 2021

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: I have completed my first year as the City Clerk. It has been a fun year, with many new ideas, different approaches, and new software to help the City run more smoothly with public records requests and agenda management. I am proud of the work that I and my staff have put into this year and feel that there are still many things to accomplish over the next year as well. I have enjoyed getting to know each staff member and Commissioner and I look forward to continue to deepen those relationships and add value to the team. I appreciate the individual meetings to discuss the performance of myself and the Clerk Department, and am thankful that each of you took the time to provide feedback.

My employment agreement provides for the Commission to consider an annual salary adjustment. I respectfully request and would appreciate the Commission's consideration of a salary adjustment that would be effective on my anniversary date of August 17, 2021 and a contract extension until August 16, 2022.

Funding: 001-5101-512-5120

Requested Motion: I move to approve that the City Clerk's annual salary be adjusted from \$69,000 to _____, effective on her anniversary date of August 17, 2021 and a contract extension until August 16, 2022.

Attachments:

1. City Clerk Accomplishments
2. City Clerk Agreement - 2020



MEMORANDUM

To: City Commissioners

From: Amber LaRowe
City Clerk

Date: June 9, 2021

To accompany the annual performance evaluation, I have prepared a list of accomplishments that my staff and I have made since I was invited to be a part of the team in August 2020. I am very proud of Team Clerk and the strides we have made since onboarding.

Most Significant:

- Taught staff how to use and organize Laserfiche Records Management Software
- Created an Elected Officials Guidebook
- Deployed JustFOIA public records platform
 - In the final stages of training, projected go live date in July
- Updated the public records manual for internal use
- Compiled two qualification books
 - Regular Election March 2021
 - Special Election August 2021
- Took over the Agenda Management/Publication responsibilities
- Provided legal with information on Municode's services for an entire Code update
- Found minutes not approved by Commission and took them for approval
- Found issues with Clerk of Court recording
- Implemented Simplifile for e-filing; this provides quicker turnaround for liens for both the City and the resident
- Manually unbound and digitized 14 Code books for the Pass-A-Grille discovery request
- Due to the above, researched a vendor to unbind and digitize the historical books located in the file room to help preserve their integrity and history
 - First project will begin in FY22
- Training with IT to assist with the recording of Board/Committee meetings; now in the rotation of meetings
- Took over as Secretary for the BIG-C for a two-year term
- Working with Legal and City Manager to prepare a lobbyist/lobbying in the City policy
- Developed a City Clerk Annual Evaluation Form

Public Records and Records Management:

As of June 8, 2021:

- The Clerk's Office received 207 Public Records Requests that were coordinated with various departments, then compiled and distributed to the requestor in a timely manner
- The Clerk's Office disposed of 13.11 GB of electronic records that met State retention requirements
- 15 cubic feet of paper records were disposed of according to the retention requirements
- 18 cubic feet of shelving were cleared in the Clerk's file room
 - Those paper records were either disposed of appropriately or were digitized for easier retrieval
- Cleaning of file room to digitize records for easy retrieval

Meeting Attendance:

As of June 8, 2021 the Clerk's Office has attended and completed minutes for 103 meetings. This includes City Commission, Advisory Boards and Committees, Procurement, and a Special Event Meeting (TripAdvisor).

Ads and Recording:

As of June 8, 2021:

- 82 ads were created and placed in the Tampa Bay Times and the Gabber
- 103 documents have been recorded with the Clerk of Court

Other Noteworthy Accomplishments:

- Before the end of the calendar year, I am projected to receive the Master Municipal Clerk (MMC) Certification from the Florida Association of City Clerks
- Deputy Clerk Ginny Bodkin is projected to receive her Certified Municipal Clerk (CMC) Certification in FY 22
- Hired and trained Ariana Wilson, Administrative Assistant
 - She has become a Notary Public and has completed trainings on public records law and records management
- Revised City Commission minute template for a more cohesive look
- Created an online public speaker's card for public meetings
- Creating an in-person speaker card to allow for accurate names in minutes, if provided, as well as a more organized public speaking process
- Took over the reading of Ordinance and Resolution titles at City Commission meetings
- Assisted with retrieval and collection of the Blocks M&N responses
- Conducted records audit with outside vendor
 - Determined that this was not a cost-effective approach for the City at this time
- Attended four trainings on leadership and management
- Scaled down the Elected Officials Guidebook to provide to the members of the advisory boards and committees
- Tinted the Chambers windows
- Working with City Manager's Office for a Chambers redecorating/update
- Working with IT to place a monitor inside the podium for easier presentations at meetings
- Managed City Commission and City Clerk Budgets

CITY CLERK EMPLOYMENT CONTRACT

THIS CONTRACT (hereinafter “Contract”) is made and entered into on the 17th day of August, 2020 (“Effective Date”), by and between the City of St. Pete Beach, Florida, a Florida municipal corporation, (the “City”) and Amber LaRowe, an individual, (“Employee” or “City Clerk”) (“City” and “Employee” collectively are the “Parties”) pursuant to the following terms and conditions:

RECITALS

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

WHEREAS, Sec. 4.05 of the City Charter gives the City Commission sole authority to hire the city clerk, and sole authority to discipline or discharge the city clerk; and

WHEREAS, Sec. 4.05 of the City Charter mandates that the city clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the city commission and shall carry out such additional duties as may be required by the commission; and

WHEREAS, Sec. 2-134 of the City Code of Ordinances establishes that the City Commission shall have the sole and exclusive authority to hire, to terminate and to discipline the city clerk; and

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

WHEREAS, Employee desires to accept employment as City Clerk pursuant to the terms of this Contract.

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

The above recitals are true and correct and are incorporated herein by reference. This Contract supersedes any previous Contract that may or may not exist between the Parties whether verbal, oral, implied or in writing.

ARTICLE I TERMS AND CONDITIONS - THE CITY

1.0 The City agrees as follows:

1.1 The City hereby appoints Employee as its City Clerk to exercise responsibilities and duties consistent with the terms, conditions and covenants of the Personnel Policies and Regulations (“PRR”), and the City Charter. Further, Employee shall be subject to the general direction, supervision and orders and the overall responsibility to the legislative, statutory duties and secretarial support needs of the City Commission. Employee agrees to accept appointment as City Clerk and agrees to exercise Employee’s best efforts in performing said duties.

1.2 The City will pay and compensate the Employee the base annual salary of \$69,000.00. The term of this Contract is for one year from the Effective Date. Each subsequent year for the term of this Contract, the City Commission shall complete review the Employee’s performance hereunder, no later than sixty (60) days prior to the Renewal Term expressed in section 3.0 herein. The City Commission may grant a salary increase that it deems appropriate, following the annual review. The compensation of the City Clerk shall be fixed by the Commission and shall not be reduced during her tenure, except as a part of a general salary cutback. Employee recognizes and acknowledges that she is an employee at will, and that this Contract provides any and all remedies available to Employee in the event it is terminated.

1.3 To provide Employee with the same benefits, as established by the City's PRR, and other management benefit plans for City Department Directors as may be amended from time to time by the City in its sole discretion.

1.4 To contribute an amount equivalent to 12% of Employee’s salary to a 401(a) Account for the Employee to be established through the City’s 401(a) Plan, or in an amount equal to the amount provided for other City Department Directors which is subject to change in the City’s sole discretion.

1.5 That the Employee is subject to paid time off (“PTO”) hours as expressed in the City’s PRR, and more specifically the equivalent of the Managerial, Administrative, Professional, Supervisory (“MAPS”) classification hours in the PRR dated and effective May 12, 2020, as depicted in the table below. Employee’s PTO shall not be reduced without prior mutual consent of the Parties.

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual	Max Accrual End of FY
0 to 59 Months	5.539 hours	144 hours/18 days	240 hours
60 to 119 Months	7.077 hours	184 hours/23 days	280 hours
120 + Months	8.616 hours	224 hours/28 days	320 hours

1.6 The City agrees to budget and pay for the reasonable professional dues, subscriptions and meetings/conferences to continue the professional development of Employee, including but not limited to International Institute of Municipal Clerks, Florida Association of City Clerks, Pinellas County Municipal Clerks Association, Certified Municipal Clerk designation, Master Municipal Clerk designation, Notary Public license.

1.7 Employee shall be evaluated annually by the City Commission based on written goals and objectives agreed upon by the Parties.

ARTICLE II TERMS AND CONDITIONS - CITY CLERK

2.0 The Employee agrees as follows:

2.1 To be employed by the City in the capacity of City Clerk of the City, subject to the overall direction, supervision and orders, and the overall responsibility to the legislative, administrative and statutory duties of the City Commission.

2.2 In addition to Employee's responsibilities referenced in Article 2.1 above, Employee agrees to fulfill the duties and responsibilities expressed in the City Charter and current 'City Clerk' job description, as amended from time to time by mutual consent of the Parties, maintained by the City's Human Resources office and other job duties reasonably assigned from time to time by the City Commission.

2.3 Employee shall fulfill the obligations and responsibilities that are customarily attributed to the position and title of City Clerk, shall perform all of the duties, work services and functions as set forth in the City position description for the position City Clerk and in this Contract. The Employee warrants that she possesses the requisite skills and background to perform as required hereunder.

2.4 The Employee shall coordinate and administer an adequate plan for the control and supervision of the City Clerk's office and shall serve as a Charter Officer and perform the customary duties of this office. Employee shall establish appropriate budgeting for the City Clerk's office and the City Commission. Employee shall have day-to-day supervision of the Clerk's Office and shall have the authority to hire and terminate staff of the City Clerk's office.

2.5 That the position of City Clerk is not and cannot be an hourly-type employment. This is an exempt position under the Fair Labor Standards Act. Hence, the Employee shall work all necessary hours and do all things necessary and required to be available to the City to attend various meetings of the City Commission and its various advisory, and charter established boards in addition to all other administrative and employment requirements. The City Commission shall provide a Deputy Clerk to assist the City Clerk in the performance of duties.

ARTICLE III TERM AND TERMINATION

3.0 Notwithstanding the authority granted to the City Commission by the City Charter, this Contract shall be automatically extended on the same terms and same conditions as herein provided for an additional period of one (1) year ("Renewal Term"). The Renewal Term of this Contract shall start on the first day on the annual anniversary of the Effective Date. Said Contract shall continue thereafter for periods of one (1) year unless either party hereto gives

written notice sixty (60) days prior to the expiration of the applicable Renewal Term. Upon mutual written agreement of both Parties, the length of the Renewal Term(s) may be modified.

3.1. In the event the Employee elects to voluntarily terminate this Contract prior to the expiration date, Employee shall provide the City with not less than sixty (60) days written notice to the City Commission indicating Employee's intention to discontinue employment.

3.2 In the event the City elects to terminate or not renew this Contract for any or no reason prior to the expiration hereof, the City shall pay to the Employee severance pay as expressed in the City's PRR, to wit "Section 4.04(B): Employees who have served in a position covered by Section 1.02(B) for more than three hundred sixty-five (365) consecutive days whose employment with the City is terminated will, subject to Subsections 4.04(C) and (D), be paid severance pay of one (1) week's pay for each year of continuous employment with the City but not less than eight (8) weeks nor more than twenty [20] weeks." Employee shall be entitled to accrued PTO as set forth in the PRR. Employee must execute a release satisfactory to the City as set forth in Section 4.04(C).

However the City shall have no obligation to pay severance whatsoever, in the event the Employee tenders her resignation or Employee is terminated because of Employee's misconduct as defined in F.S. 443.036(29) (or as misconduct is defined in the law applicable at the time of termination) or because of dishonesty in connection with City business, for violation of the City drug-free workplace and alcohol policy, sexual and other illegal or improper misconduct, violation of the harassment policy, failure to fully or truthfully cooperate in an investigation conducted by or at the direction of the City or conviction of any illegal act. An "illegal act" for purposes of this Contract, shall mean felony or crime involving moral turpitude or dishonesty; upon a finding that Employee committed an ethical violation by a court, administrative proceeding, the State of Florida Ethics Commission, or other body or court of competent jurisdiction; or upon other actions constituting gross misfeasance, malfeasance, gross incompetence, or illegal act involving personal gain in conjunction with Employee's position as City Clerk.

3.3 In addition to the above, the Parties may terminate this Contract at any time and on any agreed basis by mutual consent of both Parties provided same is reduced to writing and filed amongst the public records of the City.

ARTICLE IV NOTICE

When any of the Parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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

EMPLOYEE: Amber LaRowe
City Clerk
155 Corey Avenue
St. Pete Beach, FL 33706

ARTICLE V MISCELLANEOUS

5.0 The text herein shall constitute the entire Contract between the Parties. This Contract may only be amended in writing signed by both Parties.

5.1 Florida Law: This Contract is executed and is to be performed in the State of Florida and shall be governed by and construed with the laws of the State of Florida. Venue for any legal action shall be set in Pinellas County, Florida.

5.2 Litigation: In connection with any litigation arising out of this Contract including any administrative, trial level or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney fees.

5.3 Severability/Integration: If any clause, section or other part or application of this Contract shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

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

5.6 The employment provided for by this Contract shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute

either interference with or a conflict of interest with his or her responsibilities under this Contract. Any and all outside activities must be approved by the City Commission.

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

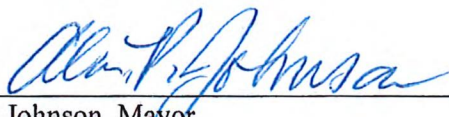
[Signature page to follow]

IN WITNESS WHEREOF, we, the Parties, have hereunto set our hands and have executed this Contract, which shall become effective on the date described herein.

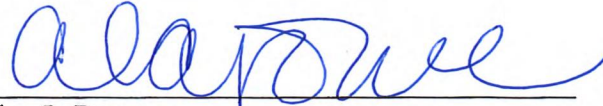
ATTEST:

CITY OF ST. PETE BEACH:


Ginny Keeter-Bodkin, Acting City Clerk


Alan Johnson, Mayor

EMPLOYEE:


Amber LaRowe

Approved as to form:


Andrew Dickman, City Attorney

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Final Reading Ordinance 2021-15: Floodplain Management Regulations

Date: June 22, 2021

Prepared By: Lynn Rosetti, Senior Planner

Through: Alex Rey, City Manager

Summary of Issue: In February, the City received a letter from the Federal Emergency Management Agency (FEMA) establishing a deadline of August 24, 2021, wherein Pinellas County and all its municipalities needed to demonstrate that their adopted floodplain management regulations complied with the minimum requirements of the National Flood Insurance Program (NFIP).

On May 24th, the City received a letter from Conn H. Cole, MBA/PA, CFM who is the State NFIP Coordinator/State Floodplain Manager. Specifically, Mr. Cole, representing the State Department of Emergency Management (DEM), put the City on notice that certain changes need to be corrected that were adopted by Ordinance No. 2021-02 (substantial improvement and the 299 sq ft below the base flood elevation (BFE)). There are also additional sections in Chapter 98 of the Code of Ordinances that need revisions to be consistent with the new Florida Building Code.

Until the City's regulations are corrected, the State will be unable to advise FEMA that the City meets the minimum requirements for the NFIP. The City must adopt specified corrections and updates no later than mid-July, to avoid suspension from the NFIP on August 24th, 2021.

The City has been working diligently with the State DEM to correct and update Chapter 98 of the Code of Ordinances to meet the requirements of the NFIP. These changes are reflected in Ordinance No. 2021-15. The main changes involve:

- 299 square foot rule – added to Sec. 98-33 in R322.2.2 – adding additional language for better clarification;
- Flood openings required in breakaway walls in R322.5;
- 299 square feet in Section R322.3.6 modification to eliminate “living space” below the BFE;
- Add/modify substantial improvement in Sections 98-35 and 98-36;
- Add or revise definitions for accessory structure, market value (replicates the definition adopted by the County this past month), and substantial improvement;
- Addition of accessory structures in Division 10, Section 98-129.3; and
- Removal of roofs and certain ancillary equipment from 98-122.4; rolled into the Code additions relating to substantial improvement

Funding: N/A

Requested Motion: I move to adopt Ordinance 2021-15.

Attachments: 1. Ordinance 2021-15 Amending FBC, Technical Codes, and Flood Hazard Mitigation

Ordinance 2021-15

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE II – TECHNICAL CODES, AND ARTICLE V – FLOOD HAZARD MITIGATION REGULATIONS TO AMEND THE FLORIDA BUILDING CODE; TO PROVIDE CRITERIA FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS; PROVIDING FOR A FISCAL IMPACT STATEMENT; APPLICABILITY; CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has conferred upon local governments the authority to adopt regulations designed to promote the health, safety, and general welfare of its citizens.

WHEREAS, in February 2020, the Federal Emergency Management Agency (hereinafter “FEMA”) released Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures, providing clarity and technical assistance to the National Flood Insurance Program (hereinafter “NFIP”) State/Tribe/Territory Coordinators and local floodplain administrators regarding implementation of the NFIP design and performance standards for agricultural and accessory structures.

WHEREAS, the City Commission has determined it appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for wet floodproofing of accessory structures that are not larger than the sizes specified in the FEMA Policy.

WHEREAS, Section 553.73 (4), Florida Statutes, allows for local administrative and technical amendments to the Florida Building Code that provide for more stringent requirements than those specified in the Florida Building Code to implement the National Flood Insurance Program and incentives.

WHEREAS, the purpose of this Ordinance is for the City Commission to adopt a requirement for i) accumulation of costs of improvements and repairs of buildings, based on issued building permits, over a five-year period, ii) to limit the size and partitioning of enclosures below elevated dwellings in certain flood hazard areas, and iii) for the purpose of participating in the National Flood Insurance Program’s Community Rating System. These stated purposes are in compliance with Section 553.73 (5), Florida Statutes, and with the Florida Building Code.

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

WHEREAS, the City Commission has determined that it is in the City's best interest to adopt the proposed local administrative and technical amendments to the Florida Building Code. The proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, and are in compliance with Section 553.73 (4), Florida Statutes.

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

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

SECTION 2. The City of St. Pete Beach Code of Ordinances, Chapter 98 - Buildings and Building Regulations, Article II - Technical Codes is hereby amended as follows:

Sec. 98-33. - Florida Building Code, residential; amendments.

R322.2.2 Enclosed area below design flood elevation. Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Areas for access to elevated areas of the building shall be not more than 299 square feet in area. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawlspace) foundations.

Section ~~R322.3.5~~ R322.3.4 Walls below design flood elevation. Walls are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:

1. Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and
2. Are constructed with insect screening or open lattice; or
3. Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system.

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Such walls, framing and connections shall have a design safe loading resistance of not less than 10 (470 Pa) and no more than 20 pounds per square foot (958 Pa); or

4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:

4.1. The walls below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.

4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.

5. Walls intended to break away under flood loads as specified in Item 3 or 4 have flood openings that meet the criteria in Section R322.2.2, Item 2.

Section R322.3.6 ~~R322.3.5~~ Enclosed areas below the design flood elevation. Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. ~~A maximum of 299 square feet below the design flood elevation may be used for living space.~~ The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators. Areas for access to elevated areas of the building shall be not more than 299 square feet in area. ~~The limitation on partitions does not apply to crawlspace foundations.~~ Storage shall be limited to items which otherwise would be stored outside a building or items normally used outside (e.g., grill, lawn mower, folding chairs, etc.). Access to enclosed areas shall be the minimum necessary to allow for permitted uses and limited to garage door and standard single exterior doors and one double entry door; sliding doors are permitted. All utilities such as electrical, heating, plumbing, and air conditioning equipment and other services facilities (including ductwork) must be elevated or floodproofed to the required elevation.

Sec. 98-35. - Florida Building Code, building; technical amendment.

[The building code, as adopted in section 98-26 is modified or amended as follows:]

Modify Sec. 202 as follows:

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the

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.

structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to July 1, 2021. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(3) Solely for the purpose of accumulating costs, the following costs may be excluded provided the total cost of a project, including these costs and all other costs of all improvements and repairs undertaken at the same time, do not exceed 50 percent of the market value of the building or structure. Costs associated with horizontal additions and vertical additional shall not be excluded.

(a) Costs of additional, code-compliant building elements or alterations or replacements of materials or building elements whose express purpose is the mitigation of future wind or flood damage. Examples of code-compliant wind and flood mitigation measures include, but are not limited to, the installation or replacement of storm shutters; replacement of windows and doors with impact resistant glass; strengthening of roof attachments or exterior walls; replacing existing materials with wind and flood damage-resistant materials; elevating machinery and equipment; and installation of flood openings.

(b) Costs of additional, code-compliant energy efficiency retrofits whose express purpose is the improvement of energy efficiency of the building, provided the costs of such measure. Examples of code-compliant energy efficiency retrofits include but are not limited to application of insulation; replacement of windows and doors with insulated products; installation of geo-thermal climate control systems; installation of attic ventilation equipment; and the installation of solar energy systems.

(c) Costs for replacing existing mechanical equipment, water heaters, built-in appliances, or electrical panel.

Sec. 98-36. - Florida Building Code, existing building; technical amendment.

[The building code, as adopted in section 98-26 is modified or amended as follows:]

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

Modify Sec. 202 as follows:

SUBSTANTIAL IMPROVEMENT. For the purpose of determining compliance with the flood provisions of this code, any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to July 1, 2021. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(3) Solely for the purpose of accumulating costs, the following costs may be excluded provided the total cost of a project, including these costs and all other costs of all improvements and repairs undertaken at the same time, do not exceed 50 percent of the market value of the building or structure. Costs associated with horizontal additions and vertical additional shall not be excluded.

(a) Costs of additional, code-compliant building elements or alterations or replacements of materials or building elements whose express purpose is the mitigation of future wind or flood damage. Examples of code-compliant wind and flood mitigation measures include, but are not limited to, the installation or replacement of storm shutters; replacement of windows and doors with impact resistant glass; strengthening of roof attachments or exterior walls; replacing existing materials with wind and flood damage-resistant materials; elevating machinery and equipment; and installation of flood openings.

(b) Costs of additional, code-compliant energy efficiency retrofits whose express purpose is the improvement of energy efficiency of the building, provided the costs of such measure. Examples of code-compliant energy efficiency retrofits include but are not limited to application of insulation; replacement of windows and doors with insulated products; installation of geo-thermal climate control systems; installation of attic ventilation equipment; and the installation of solar energy systems.

(c) Costs for replacing existing mechanical equipment, water heaters, built-in appliances, or electrical panel.

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Secs. 98-37 ~~98-35~~—98-60. - Reserved.

SECTION 3. The City of St. Pete Beach Code of Ordinances, Chapter 98 - Buildings and Building Regulations, Article V - Flood Hazard Mitigation Regulations is hereby amended as follows:

Sec. 98-121.3. - Basis for establishing flood hazard areas.

The Flood Insurance Study for Pinellas County, Florida and incorporated areas dated August 24, 2021 ~~August 18, 2009~~, and all subsequent amendments and revisions, and the accompanying FIRMs, and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this section and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Community Development Department, Building Division, 155 Corey Ave, St. Pete Beach, Florida 33706.

Sec. 98-122.4. - Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator shall:

- (1) Require the applicant to obtain an appraisal of the current market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this section is required.

For the purpose of making this determination, the cost to perform the improvements and the cost to perform the repairs shall be cumulative over a five-year period from the issuance date of the permit. ~~Roofs and certain ancillary equipment, such as hot water heaters and AC systems, may~~

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~~be replaced as necessary as determined by the City's Floodplain Administrator.~~ Costs of improvements and costs of repairs shall include all costs attributed to a project and shall be determined:

- (1) By submission of a detailed cost estimate by a licensed contractor, provided such estimate includes all work required to complete the work described in the permit application;
- (2) By submission of a summation of the prevailing market cost for all materials and labor including all expenses normally charged or incurred if the work were performed by a contractor (e.g., construction supervision and management, insurance, overhead and profit, demolition, etc.); or
- (3) By the floodplain administrator if the applicant's submission and supporting data do not, in the opinion of the floodplain administrator, reasonably reflect the actual project cost; alternatively, the floodplain administrator may require submission of another estimate. If determined by the floodplain administrator the floodplain administrator may use (a) the most recent (at the start of construction) square foot valuation data for this area published by the International Code Council; (b) an estimated cost using current prices provided by Marshall and Swift; or (c) the replacement cost less the depreciation costs (at the start of construction) identified in a certified appraisal less than 12 months old.

Sec. 98-128.4. - Definitions.

Accessory structure. A structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~is the~~ may be established by a qualified independent appraiser, actual cash value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or the "Just Value" of the structure developed by the Pinellas County Property Appraiser's Office (PAO) for Ad Valorem taxation purposes, adjusted to approximate market value, as determined by the PAO. , or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

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Substantial improvement means any combination of repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to July 1, 2021. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include ~~either~~:

(1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(3) Solely for the purpose of accumulating costs, the following costs may be excluded provided the total cost of a project, including these costs and all other costs of all improvements and repairs undertaken at the same time, do not exceed 50 percent of the market value of the building or structure. Costs associated with horizontal additions and vertical additional shall not be excluded.

(a) Costs of additional, code-compliant building elements or alterations or replacements of materials or building elements whose express purpose is the mitigation of future wind or flood damage. Examples of code-compliant wind and flood mitigation measures include, but are not limited to, the installation or replacement of storm shutters; replacement of windows and doors with impact resistant glass; strengthening of roof attachments or exterior walls; replacing existing materials with wind and flood damage-resistant materials; elevating machinery and equipment; and installation of flood openings.

(b) Costs of additional, code-compliant energy efficiency retrofits whose express purpose is the improvement of energy efficiency of the building, provided the costs of such measure. Examples of code-compliant energy efficiency retrofits include but are not limited to application of insulation; replacement of windows and doors with insulated products; installation of geo-thermal climate control systems; installation of attic ventilation equipment; and the installation of solar energy systems.

(c) Costs for replacing existing mechanical equipment, water heaters, built-in appliances, or electrical panel.

DIVISION 10. - BUILDINGS AND STRUCTURES

Sec. 98-129.3. - Accessory structures.

Accessory structures are permitted below the base flood elevation provided the accessory structures are used only for parking or storage and:

- (1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential;
- (2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft;
- (3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads;
- (4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot; and
- (5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

SECTION 4. Fiscal Impact Statement. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible regarding the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 5. Applicability. For the purposes of jurisdictional applicability, this ordinance shall apply in St. Pete Beach, Florida. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 6. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

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

SECTION 8. 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 9. 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 10. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 11. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 12. 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.

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.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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