



## **CITY COMMISSION MEETING CITY OF ST. PETE BEACH**

155 Corey Avenue  
St. Pete Beach, FL 33706

Tuesday, July 27, 2021  
6:00 PM

Call to Order  
Pledge of Allegiance  
Roll Call

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### **REGULAR MEETING**

1. Changes to the Agenda
2. Audience Comments - **Comments shall be limited to 3 minutes per person**
3. Consent
  - a. **July 13, 2021 City Commission Minutes**
  - b. **Minor League Baseball Field at Egan Park**
  - c. **Updated Placemaking Entrance and Facility Sign Improvements**
  - d. **Citywide Seawall Evaluation and Masterplan**
  - e. **Public Works Campus Improvements Design**
  - f. **18th and 19th Avenues Alleyway Improvements**

4. Action Items

- a. **Sovereignty Submerged Lands Lease #520026983-- Merry Pier**

Authorization for the Mayor to sign a Sovereignty Submerged Lands Lease Renewal and Modification for Merry Pier.

**Action Request: Motion to authorize the Mayor to sign a Sovereignty Submerged Lands Lease, #520026983, from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.**

5. Ordinances

**a. First Reading of Ordinance 2021-09: Communication Towers**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR THE REPEAL OF ORDINANCE 1997-18 and ORDINANCE 2000-44 RELATED TO WIRELESS COMMUNICATION TOWERS AND ANTENNAS AND CHAPTER 131 – WIRELESS COMMUNICATION TOWERS AND ANTENNAS IN ITS ENTIRETY; THE AMENDMENT OF CODE OF ORDINANCES CHAPTER 132 - COMMUNICATION FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; SECTION 132-1 – PURPOSE; SECTION 132-2 – DEFINITIONS; SECTION 132-3 – REGISTRATION; SECTION 132-4 – PERMIT FOR ANTENNA OR TOWER IN CITY RIGHTS-OF-WAY; SECTION 132-5 – PERMITTING REQUIREMENTS FOR SMALL WIRELESS FACILITIES; SECTION 132-6 – PERMITTING REQUIREMENTS FOR NEW COMMUNICATIONS FACILITIES, WIRELESS FACILITIES, AND WIRELESS SUPPORT STRUCTURES; AND SECTION 132-7 – ACCESSORY EQUIPMENT; PROVIDING FOR THE ADOPTION OF CODE OF ORDINANCES SECTION 132-8 – DISRUPTION, OR TEMPORARY RELOCATION OF COMMUNICATION FACILITIES IN THE RIGHT-OF-WAY; SECTION 132-9 – ABANDONED FACILITIES; SECTION 132-10 – CONSTRUCTION AND RESOTRATION; SECTION 132-11 – PROVISION AND FILING OF AS-BUILT SURVEYS; SECTION 132-12 – ENFORCEMENT OF PERMIT OBLIGATIONS; SECTION 132-13 – INSPECTIONS, ENFORCEMENT, STOP WORK ORDERS, AND REVOCATION OF PERMIT; SECTION 132-14 – GENERAL RESTRICTIONS ON CITY; SECTION 132-15 – PERMITS REQUIRED AND DURATION; SECTION 132-16 – PERMIT PROCEDURES; SECTION 132-17 – DESIGN STANDARDS; SECTION 132-18 – WAIVER OF OBJECTIVE DESIGN STANDARDS FOR SMALL WIRELESS FACILITIES; SECTION 132-19 – ADMINISTRATIVELY APPROVED USES; SECTION 132-20 – APPEALS; SECTION 132-21 – INSURANCE; SECTION 132-22 – CONSTRUCTION BOND; SECTION 132-23 – INDEMNIFICATION; SECTION 132-24 – RESERVATION OF RIGHTS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

**Action Request: Motion to approve the first reading of Ordinance 2021-09.**

**b. First Reading of Ordinance 2021-17: Reducing the Speed Limit on Sunset Way**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES CHAPTER 82 – TRAFFIC AND VEHICLES, ARTICLE II – SPECIFIC STREET REGULATIONS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

**Action Request: Motion to approve the first reading of Ordinance 2021-17.**

**c. First Reading of Ordinance 2021-18: Amending the Code of Ordinances, Chapter 86 – Utilities.**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 86 – UTILITIES, ARTICLE IV – RECLAIMED WATER SYSTEM; AMENDING DIVISION 1 – GENERALLY, SECTIONS 86-99 – 86-125 – RESERVED; RENUMBERING DIVISION 2 – RECLAIMED WATER USE SECTIONS 86-126 THROUGH SECTION 86-146; AND ADOPTING DIVISION 3 – YEAR-ROUND RECLAIMED WATER CONSERVATION MEASURES; PROVIDING FOR SECTION 86-133 – INTENT AND PURPOSE; SECTION 86-134 – DEFINITIONS; SECTION 86-135 – APPLICABILITY; SECTION 86-136 YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES; SECTION 86-137 – EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULES; SECTION 86-138 – ADDITIONAL REQUIREMENTS; SECTION 86-139 – DECLARATION OF WATER SHORTAGE OR WATER SHORTAGE EMERGENCY; SECTION 86-140 – ENFORCEMENT; SECTION 86-141 – PENALTIES; SECTIONS 86-142 – 86-146 – RESERVED; PROVIDING FOR CODIFICATION;

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

**Action Request: Motion to approve the first reading of Ordinance 2021-18.**

6. Resolutions

**a. Resolution 2021-14: Establish Fiscal Year 2022 Proposed Millage Rate and Schedule Public Hearings for Adoption**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE FISCAL YEAR 2022 PROPOSED MILLAGE RATE; SCHEDULING PUBLIC HEARING DATES FOR BUDGET ADOPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Action Request: Motion to adopt Resolution 2021-14.**

7. Items for Discussion

**a. Monthly Town Hall Meeting at Community Center**

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

9. Adjournment

**APPEAL:** In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**AMERICANS WITH DISABILITIES ACT (ADA):** In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

**PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:**

The City has made accommodations for those who cannot be physically present, or do not feel comfortable appearing in person, due to COVID-19. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 5:00 p.m. on the day of the meeting at [cityclerk@stpetebeach.org](mailto: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](http://www.stpetebeach.org).**

**DRAFT**  
**City Commission Meeting**  
**July 13, 2021**  
**6:00 p.m.**

**ELECTED OFFICIALS PRESENT:**

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

**ELECTED OFFICIALS EXCUSED ABSENCE:**

Mark Grill, Commissioner, District 2

**STAFF PRESENT:**

Alex Rey, City Manager  
Andrew Dickman, City Attorney  
Amber LaRowe, City Clerk

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**

No audience comments.

**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 Commission Meeting
- b. Halloween Block Party Special Event Application
- c. The Centre's SPB Crotoberfest Special Event Application
- d. Amendment to Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement
- e. Rowland FM 8 Construction Award

**Motion:**        **Vice Mayor Friszolowski moved, Commissioner Graus seconded, and the motion carried 4-0 to approve the July 13, 2021 Consent Agenda as presented by the City Manager.**

**4. ACTION ITEMS**

- a. **City Clerk Contract and Annual Performance Review**

Each elected official provided feedback on the performance of the City Clerk since August of last year. She was recognized for her teamwork, positive attitude, progressive work on keeping records current, preservation of records, and organization. They were all happy with the hiring transition from the prior City Clerk to Mrs. LaRowe; it has been a seamless transition overall.

**Motion:**        **Commissioner Pletcher moved, Mayor Johnson seconded, and the motion carried 4-0 to approve that the City Clerk's annual salary be adjusted from \$69,000 to \$75,000, 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.

**Motion: Commissioner Graus moved, Vice Mayor Friszolowski seconded, and the motion carried 4-0 to adopt Ordinance 2021-15.**

## 6. ITEMS FOR DISCUSSION

No items for discussion.

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

**Amber LaRowe, City Clerk**—informed the Commission that the City Clerk's Office will be in a training tomorrow in Largo from 11:00 a.m. to return around 1:30 p.m. The training is on the update to the noticing requirements effective 2022.

**Alex Rey, City Manager**—discussed the recent letter that was sent out last week to residents in the Boca Ciega Isle neighborhood. The letter summarized the improvements discussed at the Community Meeting last month. Staff plans to bring final recommendations to the next meeting after compiling any comments received. There will be a similar meeting on August 26<sup>th</sup> to discuss Gulf Winds Drive.

Mr. Rey sent an email out to the Commission identifying non-conforming signs at abandoned businesses in the City. Discussion ensued specifically on the sign code and the review. Vice Mayor Friszolowski asked for staff to visit the Shell Gas Station and determine if their signs meet the Code.

City Manager Rey stated that he would like to have a workshop in the next few months to discuss upcoming development and procedures and processes that go along with that. He will work with the City Clerk and the City Attorney to identify a few dates and reach out to the Commission to schedule.

**Commissioner Graus**—recent coyote sightings have occurred in his District.

He thanked everyone for their efforts in trying to keep red tide cleaned up.

**Vice Mayor Friszolowski**—is looking forward to the completion of the sewer project. He stated that it does appear the tide flex valves are working well.

He echoed the red tide cleanup efforts. The Commission continued to discuss the red tide issues and cleanup process. There is information made available to the public on the City's website. The County is taking the lead

on this and has several boats out cleaning day and night to keep it at bay as best as they can. The liaison for the City is Mandy Edmunds who can be reached at 727.363.9245.

**Commissioner Pletcher**—is so thankful to all those out there working to clean up red tide, especially during the heat of the day.

**Mayor Johnson**—discussed an email he received about an upcoming webinar for the American Rescue Plan Recovery Act. He will forward it to staff to distribute to the Commission and would like to have at least one person from the City be a part of the webinar.

The City was invited by the Sheriff's Office to the annual award ceremony on July 29<sup>th</sup>; he will attend and if he cannot make it, he will let the Commission know so an alternative can be present on behalf of the City.

There is a four-hour ethics webinar tomorrow by the Florida League of Cities; he encouraged others to attend.

Mayor Johnson discussed the recent Surfside condo collapse. Mike Twitty, Property Appraiser, recently presented at the BIG-C and provided a spreadsheet of all buildings in the County along with their height and age. There are seven in the City that are considered high rises and built 1980 or earlier. Discussion ensued. City Manager Rey stated that, more than likely, something will be coming from the State for legislative changes due to this tragedy. If not, the counties will probably be the next step. He opined that the City should wait to see how the State and/or County handle this before doing anything right now.

Mr. Rey informed the Commission that he was recently subpoenaed for a hearing next week in South Florida. He plans to be gone for a day.

Mayor Johnson adjourned the meeting at 6:53 p.m.

MINUTES APPROVED:

AMBER LAROWE  
CITY CLERK

ALAN JOHNSON  
MAYOR

# **CITY COMMISSION MEETING CITY OF ST. PETE BEACH**

## **Agenda Report**

**Issue Considered:** Minor League Baseball Field at Egan Park

**Date:** July 27, 2021

**Prepared By:** Jennifer McMahon, Parks and Recreation Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** Funding from the bridge project earlier this year became available for small projects in the City. One of those projects is the improvement to the minor league field at Egan Park. This improvement would remove existing sod, grading, adding clay and Bermuda grass to include a grass infield.

Based on an equivalent scope of work and identical schedule of values, staff recommends waiving the bid requirements and awarding the contract to Athletic Turf Care Solutions in the amount of \$32,325.00.

**Funding:** 301-8000-590-0043

**Requested Motion:** I move to accept the proposal with Athletic Turf Care Solutions in the amount of \$32,325 to renovate the minor league field at Egan Park.

**Attachments:** 1. Egan Park Field Renovation

**Athletic Turf Care Solutions  
P.O. Box 340392  
Tampa, Fl 33694**

**City of St Pete Beach  
DATE: November 4, 2020  
Submitted To: Mandy Edmunds-Parks Supervisor  
Project: Egan Ball field renovations**

**Proposal**

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**Scope of work for Minor League Field**

- apply non selective herbicide to existing grass
- Check irrigation for 100% operation/repair non working by CSPB
- Flag irrigation heads and valve boxes
- Sod cut old grass and remove approximately 29,425 sq ft
- Dispose of grass in Dumpsters supplied by CSPB
- Add 2 loads (36yds) of topsoil
- Spread topsoil and laser grade for surface drainage
- Apply soil amendments and pre plant fertilizer
- Add 2 loads (36yds) of 80/20 red cannon clay
- Roto till new clay with old, Laser grade for surface drainage
- Sod with Big roll Certified Tif-Tuff Bermuda grass and roll
- 30 day maintenance included
- Cost- 32,325

# **CITY COMMISSION MEETING CITY OF ST. PETE BEACH**

## **Agenda Report**

**Issue Considered:** Updated Placemaking Entrance and Facility Sign Improvements

**Date:** July 27, 2021

**Prepared By:** Kathy Kapusta, Procurement Manager

**Through:** Vincent Tenaglia, Assistant City Manager

**Summary of Issue:** The Creative Sign Designs proposal was approved by the Commission on June 8, 2021, for placemaking entrance and facility signage. This was a non-competitive procurement process to build and install the placemaking signs at the entrance of South Pasadena, Blind Pass, Corey Ave (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 vendor requested several changes to the agreement, and staff is requesting authorization due to the changes taking effect after the City Commission's original approval.

Section changes:

- #5 - Add "subject to force majeure."
- #7 - Modify amount from \$500 to \$50.
- #10 - Modify warranty to 12 months.
- #11 - Modify to non-conforming contract documents.
- #12 - Modify warranty to 12 months.
- #16 - Strike "whether caused in part by City or not."

Exhibit "B" - needs to state that M.O.T. is not included in the pricing.

The requested changes have been reviewed and approved by the City Attorney.

**Funding:** N/A

**Requested Motion:** I move to authorize the requested changes to the

Agreement.

**Attachments:**

1. Creative Sign Designs Agreement

**CITY OF ST. PETE BEACH, FLORIDA**  
**PURCHASE AGREEMENT**

Placemaking Improvements

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This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Creative Sign Designs (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](mailto: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 5/31/2022 ("completion date"), subject to force majeure.

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 \$50 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 12 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

11. City reserves the right to reject any goods that are not in conformity with contract documents, 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 12 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.

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

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

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

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



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

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

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

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

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

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

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

**As to Vendor:**

Creative Sign Design  
P.O Box 17299  
Clearwater, FL 33762-0299

**As to City:**

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

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

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

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

**[SIGNATURE PAGE TO FOLLOW]**

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

**Creative Sign Designs**

**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)**



CONSULT. DESIGN. FABRICATE. INSTALL.  
P.O. Box 17299, Clearwater, FL 33762-0299

## PROPOSAL

### Proposal #: 37197

Proposal Date: 07/22/21  
Customer #: 7501  
Page: 1 of 8

| SOLD TO:                                                                                                 | JOB LOCATION:                                                                                          |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| CITY OF ST. PETE BEACH<br>155 COREY AVE.<br>ST. PETE BEACH FL 33706<br><br>Proposed By: Logan Cottingham | City of St. Pete Beach<br>155 Corey Ave.<br>St. Pete Beach 33706<br><br>REQUESTED BY: Kathleen Kapusta |

## SCOPE OF WORK

CREATIVE SIGN DESIGNS (HEREINAFTER CALLED "CREATIVE") PROPOSES TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

| QTY | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | UNIT PRICE  | TOTAL PRICE |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1   | QUOTE #203497B<br>City of St. Pete Beach- Exterior Illuminated Facility Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |             |
| 1   | QUOTE #203497A<br>INSTALLATION: TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$27,150.00 | \$27,150.00 |
| 10  | QUOTE #203497C<br>S/F Monument - 4' OAH Manufacture - Single faced monument sign 4' x 5', fabricated aluminum clad with Faux wood panels, Sun, waves, "St. Pete Beach" copy, and pill elements to be push thru acrylic with vinyl overlays, Illumination to be internal with white LED. Location ID cabinets to be fabricated aluminum with digitally printed wood grain, copy to be 1/2" thick white push thru acrylic back lit with white LED. Installation - Install new concrete footer with 66" x 18" x 4" deep mow pad, direct burial steel column, set sign, make final connection to existing electrical service. Installation assumes excavation into unobstructed soil conditions. Removals to be done by others. Relocation of existing electrical service, water, sewer, or other underground utilities is to be by others. | \$7,599.00  | \$75,990.00 |
| 1   | QUOTE #203497C1<br>M.O.T.is not included in our pricing and that if determined to be needed there would be a cost unless the City will provide all M.O.T                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.00      | \$0.00      |
| 1   | QUOTE #203497D<br>General Conditions: Project coordination, design, shop drawings, equipment and delivery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$7,730.00  | \$7,730.00  |
| 1   | QUOTE #203497E<br>Engineering                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$260.00    | \$260.00    |
| 1   | QUOTE #203497F<br>Permit Acquisitions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$550.00    | \$550.00    |
| 1   | QUOTE #203497G                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00      | \$0.00      |

CUSTOMER INITIALS \_\_\_\_\_

CSD INITIALS \_\_\_\_\_





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## PROPOSAL

### Proposal #: 37197

Proposal Date: 07/22/21  
Customer #: 7501  
Page: 2 of 8

Permit Fee - Estimated, To be billed at cost on final invoice.

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |             |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1 | QUOTE #203501B<br>City of St. Pete Beach- Exterior Illuminated Wayfinding Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |             |
| 1 | QUOTE #203501A<br>INSTALLATION: TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$12,715.00 | \$12,715.00 |
| 2 | QUOTE #203501C<br>D/F Monument - 6' OAH Manufacture - Double faced monument sign 6' x 7' 4", fabricated aluminum clad with Faux wood panels, Sun, waves, and pill elements to be push thru acrylic with vinyl overlays, (4) "Corey Avenue" cabinets to be fabricated aluminum with digitally printed wood grain, copy to be push thru acrylic. All illumination to be internal with white LED. Installation - Install new concrete footer with direct burial steel column, set sign, make final connection to existing electrical service. Installation assumes excavation into unobstructed soil conditions. removal and dispoal of existing sign structure and found is by others. Relocation of existing electrical service, water, sewer, or other underground utilites is to be by others.                                         | \$11,526.00 | \$23,052.00 |
| 1 | QUOTE #203501C1<br>Monument Retro Fit- 6' OAH Manufacture - Single faced sign cabinet 6' x 8' 4", fabricated aluminum clad with Faux wood panels, Sun, waves, " St. Pete Beach",and pill element to be push thru acrylic with vinyl overlays, "City Hall" cabinet to be fabricated aluminum with digitally printed wood grain, copy to be push thru acrylic. All illumination to be internal with white LED. The rear and (2) side faces to have Faux wood cladding and aluminum elements to provide the appearance of a single cabinet. (1) 15" x 18" placard with digitally printed copy and graphics. Installation - Remove and dispose of existing EMC's and sign elements from existing wall. Install new Single faced cabinet along with cladding onto the other (3) sides, make final connection to existing electrical service. | \$8,970.00  | \$8,970.00  |
| 2 | QUOTE #203501C2<br>D/F Monument - 10' OAH Manufacture - Double faced monument sign 10' x 4' 7", fabricated aluminum clad with Faux wood panels, Sun, waves, "Welcome to The", and pill element to be push thru acrylic with vinyl overlays, (2) "St. Pete Beach" cabinets to be fabricated aluminum with digitally printed wood grain, copy to be push thru acrylic. All illumination to be internal with white LED. Installation - Install new concrete footer with direct burial steel column, set sign, make final connection to customer supplied electrical service.                                                                                                                                                                                                                                                               | \$12,281.00 | \$24,562.00 |
| 1 | QUOTE #203501C3<br>M.O.T. is not included in our pricing and that if determined to be needed there would be a cost unless the City will provide all M.O.T                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$0.00      | \$0.00      |
| 1 | QUOTE #203501D<br>General Conditions: Project coordination, design, shop drawings, and delivery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$4,100.00  | \$4,100.00  |
| 1 | QUOTE #203501E<br>Engineering                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$1,000.00  | \$1,000.00  |
| 1 | QUOTE #203501F                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$550.00    | \$550.00    |

CUSTOMER INITIALS \_\_\_\_\_

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CONSULT. DESIGN. FABRICATE. INSTALL.  
P.O. Box 17299, Clearwater, FL 33762-0299

# PROPOSAL

## Proposal #: 37197

Proposal Date: 07/22/21  
Customer #: 7501  
Page: 3 of 8

### Permit Acquisitions

|   |                                                     |        |        |
|---|-----------------------------------------------------|--------|--------|
| 1 | QUOTE #203501G                                      | \$0.00 | \$0.00 |
|   | Permit Fee - To be billed at cost on final invoice. |        |        |

**TOTAL PROPOSAL AMOUNT: \$186,629.00**

The labor, material and equipment required for this job will be furnished by **Creative Sign Designs, LLC** for the Total Proposal Amount listed above.

Payment to be made as follows: 50.0% Due Upon Receipt

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price. Our workers are fully covered by Workmen's Compensation insurance. Unless otherwise specified, Contractor's work carries a one (1) year limited workmanship warranty. The Contract Documents consist of this proposal, the terms and conditions and all documents referenced therein are incorporated herein by reference.

**This proposal will be subject to withdrawal if not accepted within 30 days.**

**I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.**

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are Satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

*Respectfully submitted,*

**CREATIVE SIGN DESIGNS, LLC**

**CITY OF ST. PETE BEACH**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### TERMS AND CONDITIONS

- General.** This proposal is subject to change without notice and is automatically withdrawn on the 30<sup>th</sup> day following its date of issue if not accepted in writing and a copy of this proposal returned to **Creative Sign Designs, LLC** ("Contractor"). If Customer cancels the Agreement prior to the start of work, Customer is liable for 15% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to work start to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical, mathematical or tax calculation error, or the proposal is marked "budget". As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa.
- Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law.
- Access.** Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure.
- Consent to Use of Images.** Customer agrees to allow Contractor to use images of work product provided to customer in promotional materials.

CUSTOMER INITIALS \_\_\_\_\_

CSD INITIALS \_\_\_\_\_





CONSULT. DESIGN. FABRICATE. INSTALL.  
P.O. Box 17299, Clearwater, FL 33762-0299

# PROPOSAL

## Proposal #: 37197

Proposal Date: 07/22/21  
Customer #: 7501  
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5. **Site Conditions.** Should concealed or unknown conditions in an existing structure or installation site be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.
6. **Payment Terms.** Creative requires a deposit (as outlined above) to begin work. Payment of the balance is due upon completion of the scope of work, unless payment terms have been previously established. By signing this Agreement, Customer gives Contractor the right to obtain a credit check on the signatory. Contractor reserves the right to require a deposit of 50%, and Customer hereby agrees to waive the requirements of Florida Statute 489.126. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. At Contractor's sole discretion, Contractor may accept payments over time. If payments are accepted over time, Customer agrees that Contractor may lien the property for the amounts unpaid as of the date the lien is recorded, and Customer is liable for all costs associated with the creation and filing of the lien. Once all amounts are paid in full, the lien shall be released. Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms. If there is an increase in the price of the products charged to the Contractor in excess of 5% subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Customer. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract. The contract sum shall be increased by the amount of contractor's reasonable costs of shut-down delay and start-up.
7. **Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder notwithstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.
8. **Customer Protection of Property.** Due to the nature of the construction to be done at Customer's request, the Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, landscaping, appurtenances, person(s) or real or personal property at the job location. Contractor is not liable for damage to person or property caused by nails, and Customer agrees that it will take the appropriate precautions to avoid said damage. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. The cost for testing/abatement for asbestos is the sole responsibility of the Customer.
9. **Indemnification.** For and in consideration of \$10 given by Contractor to Customer and already reflected in the Agreement price, the Customer shall defend, indemnify, and hold the Contractor, its officers, directors, agents, and employees (individually "indemnitee," collectively, the "indemnitees") harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorney's fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement (collectively "Losses") incurred or to be incurred by Contractor, arising out of, relating to, or resulting from (1) personal injury, (2) wrongful death, or (3) property damages; including claims for those damages caused partly or wholly as a result of the negligence or wrongful acts of any of the indemnitees if the damages claimed relate to or arise out of, or are connected with the Agreement or the actions necessary to perform same. The Customer's duty under this provision is limited to a total of ONE MILLION AND NO/100 (\$1,000,000) DOLLARS for all damages, including costs and attorney's fees per occurrence for any single claim or suit. The parties also agree that this provision satisfies the requirements of Florida Statute §725.06 so that the indemnification provisions are valid and binding upon Customer.
10. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be Hillsborough County, Florida, unless the parties agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, Contractor shall be entitled to recover from the Customer all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
11. **Waiver of Jury Trial.** THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
12. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.
13. **Warranties.** Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
14. **Claims.** It is Customer's duty to notify Contractor in writing within 3 days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.
15. **Acts of God.** Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, delays in transportation, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control, including delays caused by any act or neglect of Customer, by any separate contractor employed by the Customer, or by changes ordered by the Customer in the work. Customer shall obtain prior to construction fire, tornado, flood, builder's risk and other necessary insurance for this project.

CUSTOMER INITIALS \_\_\_\_\_

CSD INITIALS \_\_\_\_\_





CONSULT. DESIGN. FABRICATE. INSTALL.  
P.O. Box 17299, Clearwater, FL 33762-0299

## PROPOSAL Proposal #: 37197

Proposal Date: 07/22/21  
Customer #: 7501  
Page: 5 of 8

16. **Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties.
17. **Working Hours.** The proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.
18. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer.
19. **Fire Safety & Building Evacuation.** With regard to any fire safety, building evacuation, or other such emergency related signs, it shall be customers' obligation to determine and notify Contractor of the existence of any requirements or restrictions at the job location, including but not limited to issues pertaining to ingress or egress, which might relate to or affect same. It shall also be the sole obligation of the Customer to obtain approval by the applicable local and/or state authority of any and all fire safety, building evacuation, or other emergency related signs and materials provided to it by Contractor. Contractor shall have no liability or responsibility for any non-conformity with applicable fire or safety laws, ordinances, codes, restrictions, or requirements. In the event that state, county, or municipal codes or regulations require modification(s) to any fire safety, building evacuation, or other such emergency related signs, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. Customer agrees to indemnify, defend and hold harmless Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the foregoing.
20. **Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. Customer acknowledges that it has read/agreed to all incorporated documents and exhibits.

CITY OF ST. PETE BEACH

Creative Sign Designs, LLC:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_

CSD INITIALS \_\_\_\_\_





Return all correspondence to:  
12801 Commodity Place, Tampa, FL 33626

# DEPOSIT INVOICE

Invoice #: DP37197

Inv Date: 07/22/21  
Customer #: 7501  
Page: 6 of 8

| SOLD TO:                                                            | JOB LOCATION:                                                                                          |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| CITY OF ST. PETE BEACH<br>155 COREY AVE.<br>ST. PETE BEACH FL 33706 | City of St. Pete Beach<br>155 Corey Ave.<br>St. Pete Beach 33706<br><br>REQUESTED BY: Kathleen Kapusta |

| ORDERED BY       | PO NUMBER | SALESPERSON      | ORDER DATE | PAYMENT TERMS          | DUE DATE |
|------------------|-----------|------------------|------------|------------------------|----------|
| Kathleen Kapusta |           | Logan Cottingham | 05/20/21   | 50.0% Due Upon Receipt | 12/15/21 |

| QTY | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | UNIT PRICE  | TOTAL PRICE |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1   | QUOTE #203497B<br>City of St. Pete Beach- Exterior Illuminated Facility Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |             |
| 1   | QUOTE #203497A<br>INSTALLATION: TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$27,150.00 | \$27,150.00 |
| 10  | QUOTE #203497C<br>S/F Monument - 4' OAH Manufacture - Single faced monument sign 4' x 5', fabricated aluminum clad with Faux wood panels, Sun, waves, "St. Pete Beach" copy, and pill elements to be push thru acrylic with vinyl overlays, Illumination to be internal with white LED. Location ID cabinets to be fabricated aluminum with digitally printed wood grain, copy to be 1/2" thick white push thru acrylic back lit with white LED. Installation - Install new concrete footer with 66" x 18" x 4" deep mow pad, direct burial steel column, set sign, make final connection to existing electrical service. Installation assumes excavation into unobstructed soil conditions. Removals to be done by others. Relocation of existing electrical service, water, sewer, or other underground utilities is to be by others. | \$7,599.00  | \$75,990.00 |
| 1   | QUOTE #203497C1<br>M.O.T.is not included in our pricing and that if determined to be needed there would be a cost unless the City will provide all M.O.T                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.00      | \$0.00      |
| 1   | QUOTE #203497D<br>General Conditions: Project coordination, design, shop drawings, equipment and delivery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$7,730.00  | \$7,730.00  |
| 1   | QUOTE #203497E<br>Engineering                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$260.00    | \$260.00    |
| 1   | QUOTE #203497F<br>Permit Acquisitions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$550.00    | \$550.00    |
| 1   | QUOTE #203497G<br>Permit Fee - Estimated, To be billed at cost on final invoice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$0.00      | \$0.00      |
| 1   | QUOTE #203501B<br>City of St. Pete Beach- Exterior Illuminated Wayfinding Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |             |

PLEASE PAY THIS DEPOSIT AMOUNT: Continued



Return all correspondence to:  
12801 Commodity Place, Tampa, FL 33626

# DEPOSIT INVOICE

Invoice #: DP37197

Inv Date: 07/22/21  
Customer #: 7501  
Page: 7 of 8

| SOLD TO:                                                            | JOB LOCATION:                                                    |
|---------------------------------------------------------------------|------------------------------------------------------------------|
| CITY OF ST. PETE BEACH<br>155 COREY AVE.<br>ST. PETE BEACH FL 33706 | City of St. Pete Beach<br>155 Corey Ave.<br>St. Pete Beach 33706 |
|                                                                     | REQUESTED BY: Kathleen Kapusta                                   |

| ORDERED BY       | PO NUMBER | SALESPERSON      | ORDER DATE | PAYMENT TERMS          | DUE DATE |
|------------------|-----------|------------------|------------|------------------------|----------|
| Kathleen Kapusta |           | Logan Cottingham | 05/20/21   | 50.0% Due Upon Receipt | 12/15/21 |

| QTY | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | UNIT PRICE  | TOTAL PRICE |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1   | QUOTE #203501A<br>INSTALLATION: TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$12,715.00 | \$12,715.00 |
| 2   | QUOTE #203501C<br>D/F Monument - 6' OAH Manufacture - Double faced monument sign 6' x 7' 4", fabricated aluminum clad with Faux wood panels, Sun, waves, and pill elements to be push thru acrylic with vinyl overlays, (4) "Corey Avenue" cabinets to be fabricated aluminum with digitally printed wood grain, copy to be push thru acrylic. All illumination to be internal with white LED. Installation - Install new concrete footer with direct burial steel column, set sign, make final connection to existing electrical service. Installation assumes excavation into unobstructed soil conditions. removal and dispoal of existing sign structure and found is by others. Relocation of existing electrical service, water, sewer, or other underground utilites is to be by others.                                          | \$11,526.00 | \$23,052.00 |
| 1   | QUOTE #203501C1<br>Monument Retro Fit- 6' OAH Manufacture - Single faced sign cabinet 6' x 8' 4", fabricated aluminum clad with Faux wood panels, Sun, waves, " St. Pete Beach", and pill element to be push thru acrylic with vinyl overlays, "City Hall" cabinet to be fabricated aluminum with digitally printed wood grain, copy to be push thru acrylic. All illumination to be internal with white LED. The rear and (2) side faces to have Faux wood cladding and aluminum elements to provide the appearance of a single cabinet. (1) 15" x 18" placard with digitally printed copy and graphics. Installation - Remove and dispose of existing EMC's and sign elements from existing wall. Install new Single faced cabinet along with cladding onto the other (3) sides, make final connection to existing electrical service. | \$8,970.00  | \$8,970.00  |
| 2   | QUOTE #203501C2<br>D/F Monument - 10' OAH Manufacture - Double faced monument sign 10' x 4' 7", fabricated aluminum clad with Faux wood panels, Sun, waves, "Welcome to The", and pill element to be push thru acrylic with vinyl overlays, (2) "St. Pete Beach" cabinets to be fabricated aluminum with digitally printed wood grain, copy to be push thru acrylic. All illumination to be internal with white LED. Installation - Install new concrete footer with direct burial steel column, set sign, make final connection to customer supplied electrical service.                                                                                                                                                                                                                                                                | \$12,281.00 | \$24,562.00 |

PLEASE PAY THIS DEPOSIT AMOUNT: Continued





CONSULT. DESIGN. FABRICATE. INSTALL.

Return all correspondence to:  
12801 Commodity Place, Tampa, FL 33626

## DEPOSIT INVOICE

Invoice #: DP37197

Inv Date: 07/22/21

Customer #: 7501

Page: 8 of 8

| SOLD TO:                                                            | JOB LOCATION:                                                                                          |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| CITY OF ST. PETE BEACH<br>155 COREY AVE.<br>ST. PETE BEACH FL 33706 | City of St. Pete Beach<br>155 Corey Ave.<br>St. Pete Beach 33706<br><br>REQUESTED BY: Kathleen Kapusta |

| ORDERED BY       | PO NUMBER | SALESPERSON      | ORDER DATE | PAYMENT TERMS          | DUE DATE |
|------------------|-----------|------------------|------------|------------------------|----------|
| Kathleen Kapusta |           | Logan Cottingham | 05/20/21   | 50.0% Due Upon Receipt | 12/15/21 |

| QTY                                                   | DESCRIPTION                                                                                                                                               | UNIT PRICE | TOTAL PRICE  |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 1                                                     | QUOTE #203501C3<br>M.O.T. is not included in our pricing and that if determined to be needed there would be a cost unless the City will provide all M.O.T | \$0.00     | \$0.00       |
| 1                                                     | QUOTE #203501D<br>General Conditions: Project coordination, design, shop drawings, and delivery                                                           | \$4,100.00 | \$4,100.00   |
| 1                                                     | QUOTE #203501E<br>Engineering                                                                                                                             | \$1,000.00 | \$1,000.00   |
| 1                                                     | QUOTE #203501F<br>Permit Acquisitions                                                                                                                     | \$550.00   | \$550.00     |
| 1                                                     | QUOTE #203501G<br>Permit Fee - To be billed at cost on final invoice.                                                                                     | \$0.00     | \$0.00       |
| TOTAL PROPOSAL AMOUNT                                 |                                                                                                                                                           |            | \$186,629.00 |
| *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION *** |                                                                                                                                                           |            |              |

PLEASE PAY THIS DEPOSIT AMOUNT: \$93,314.50

# **CITY COMMISSION MEETING CITY OF ST. PETE BEACH**

## **Agenda Report**

**Issue Considered:** Citywide Seawall Evaluation and Masterplan

**Date:** July 27, 2021

**Prepared By:** Mike Clarke, Public Works Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** The City requested a Task Order from Cardno, Inc. to categorize, map, inspect, evaluate, and prepare a master plan for all City-owned seawall structures. There are 55 City Owned seawalls, totaling approximately 3,000 LF, throughout the City of St. Pete Beach, many of which are in need of repair or replacement. This task order will allow the City to program out, year by year, the seawall repairs in order of priority and allow the City to precisely budget the proper funds needed to maintain these assets.

**Funding:** CIP - Asset Management (301-8000-590-0045)

**Requested Motion:** I move to approve the Task Order under the Continuing Engineering Services Contract with Cardno, Inc. in the amount of \$39,895.00 for Citywide Seawall Evaluation and Masterplan.

**Attachments:** 1. Task Order from Cardno, Inc.





**Exhibit "B"**

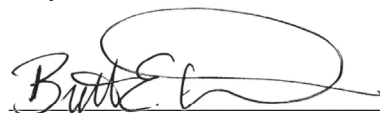
**TASK ORDER FORM - CONTINUING CONTRACT FOR  
PROFESSIONAL DESIGN SERVICES**

|                                                          |                                                                                                                                           |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Date of Task Order Request</i>                        | June 10 <sup>th</sup> , 2021                                                                                                              |
| <i>Firm Selected for Task</i>                            | Cardno, Inc.                                                                                                                              |
| <i>Task (Project) Name</i>                               | Citywide Seawall Evaluation and Masterplan                                                                                                |
| <i>Task Description<br/>(and other relevant details)</i> | The intent of this task is to categorize, map, inspect, evaluate, and prepare a master plan for all of the City-owned seawall structures. |
| <i>Task Budget</i>                                       | \$39,895.00                                                                                                                               |
| <i>Task Proposal Due Date</i>                            | June 27 <sup>th</sup> , 2020                                                                                                              |

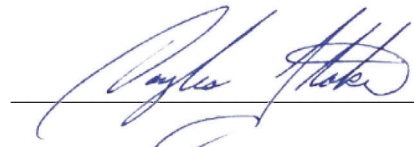
Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Works Department at 727.363.9243.

Acknowledgement of Task Order:

\_\_\_\_\_  
Alex Rey  
City Manager  
City of St. Pete Beach

 7/13/2021

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

  
\_\_\_\_\_  
Doug Stoker, PE  
Vice President  
Cardno, Inc.



## SCOPE OF SERVICES

### Citywide Seawall Evaluation and Masterplan

---

#### **1.0 PROJECT OBJECTIVE**

The City of St. Pete Beach ("City") wishes for the Cardno ("Consultant") to categorize, map, inspect, evaluate, and prepare a master plan for all of the City-owned seawall structures.

#### **2.0 PROJECT SCOPE OF WORK**

This Scope of Services includes the following tasks. These assumptions are based on a total of 55 seawall locations within the City with a total combined length of approximately 3,000 linear feet.

##### **Task 1: Inventory, Identification, and Mapping**

The scope of Task 1 includes a desktop review of all of the City-owned structures utilizing the latest aerial orthoimagery provided through the FDOT Aerial Photo Look Up System (APLUS) along with the Pinellas County Property Appraiser's parcel map viewer to obtain pertinent parcel geometric information. After the seawall locations are mapped and measured, they will be numbered for identification.

##### **Task 2: Inspection and Categorization**

The scope of Task 2 includes the inspection, categorization, and mapping of each applicable location as identified in Task 1. Work included to accomplish Task 2 shall include the following:

1. A physical measurement of length with accuracy to +/- 1.0 ft.
2. A hands-on inspection of each linear foot of shoreline protection with measurements, photographs, and locations of all deficiencies as well as notations for features such as utility pass-throughs and vegetation growth.
3. A categorization of each location based on type, materials, construction, and exposed height.

##### **Task 3: Evaluation and Recording**

The scope of Task 3 includes the evaluation and recording of each location inspected under Task 2. Inspection forms will be generated for each individual wall that can be utilized and updated in future inspections. The inspection form will include basic wall information along with descriptions, measurements, and photos of deficiencies and issued identified during the inspection. The form will also provide a condition code for individual sections of seawall based on the 0 (failed) to 9 (excellent) system outlined in the FDOT Bridge Management System Coding Guide.

##### **Task 4: Concept Development**

The Consultant shall develop feasible alternative concepts for seawall rehabilitation and/or replacements. Living Shoreline and Living Seawall alternatives will be evaluated for structural, geometric, and cost feasibility only.

##### **Task 5: Cost Estimating**

The scope of Task 5 includes Construction Cost Estimate estimates for seawall repairs and/or replacements.

##### **Task 6: Seawall Masterplan Report**

The Seawall Masterplan Report will include a seawall location map, a summarization of all methods and procedures, assessments and photographs of each seawall, recommendations of feasible alternative concepts for rehabilitation or replacement of each seawall if necessary, cost estimates for the rehabilitation

or replacement of each seawall, and a multi-year prioritization plan for the seawall rehabilitations and/or replacements.

#### **Task 7: GIS Data**

The Consultant will store wall properties and conditions into the City's GIS Database. Information will be stored at 50 ft increments along each wall greater than that length.

#### **Task 8: Meetings and Coordination**

Prior to the commencement of the wall evaluations, the Consultant will conduct a kick-off meeting with the City to discuss the timeline and logistics of the evaluations.

Subsequent to the submittal of a Draft Seawall Assessment Report, the Consultant will conduct a meeting with the City to review the report and receive comments.

### **3.0 WALL LOCATIONS**

Wall locations shall be those illustrated in Attachment A.

### **4.0 SERVICES NOT PROVIDED**

- Licensed survey and SUE services are not included in this scope of work
- Environmental Assessment
- The preparation of construction plans and specifications for repairs that would address the deficiencies discovered are not included in this scope of work

### **5.0 ADDITIONAL SERVICES**

Cardno will provide additional services whenever requested in writing by the City based on a negotiated lump sum or not-to-exceed allowance.

### **6.0 CITY RESPONSIBILITIES**

The City will provide available copies of all maps, plans, construction/rehabilitation dates, reports, and other information and data pertinent to the seawalls that the City may have in its possession.

The City will coordinate, as necessary, to provide access to the seawall locations.

### **7.0 PHASED SUBMITTALS**

The Consultant shall provide phased review submittals for the City's review followed by a final signed and sealed inspection report. The phased submittals will include:

- Task 1: Summary of Inventory, Identification, and Mapping
- Task 2: Summary of Inspection and Categorization
- Task 6: Draft Seawall Masterplan Report
- Task 6: Final Signed and Sealed Seawall Masterplan Report

### **8.0 DELIVERABLES**

The Consultant shall provide the following deliverables:

- Individual inspection forms for each wall in Microsoft Word format for the City's future use
- Electronic copies of the draft and final Seawall Masterplan Report (including cost estimate)

- Two (2) hard copies of the final signed and sealed Seawall Masterplan Report
- GIS files

## 9.0 PROJECT SCHEDULE

The scope of services identified above meet the following schedule

- |                                                   |         |
|---------------------------------------------------|---------|
| • Task 1: Summary of Inventory and Identification | 30 days |
| • Task 2: Summary of Categorization and Mapping   | 60 days |
| • Task 6: Draft Seawall Masterplan Report         | 30 days |
| • Task 6: Final Signed and Sealed Report          | 10 days |

|        |          |
|--------|----------|
| Total: | 130 days |
|--------|----------|

## 10.0 COMPENSATION

For the above-described SCOPE OF SERVICES, the City will compensate Cardno a lump sum amount of \$39,895. A detailed fee breakdown is included in Attachment B.



Attachment A  
Wall Location Map

City Owned Seawalls  
City of St. Pete Beach



**ATTACHMENT B**  
**Work Task Breakdown**  
**City of St. Pete Beach**  
**Citywide Seawall Inspection**

**I. Staffhour Estimate: All Tasks**

| Direct Labor Rates Classifications |                                        | Principal    | Project Manager 2 | Senior Engineer 1 | Engineer 1 | Designer  | Total Hours | Labor Cost          |
|------------------------------------|----------------------------------------|--------------|-------------------|-------------------|------------|-----------|-------------|---------------------|
| Task                               |                                        | Billing Rate |                   |                   |            |           |             |                     |
| 1                                  | Inventory, Identification, and Mapping |              | 2                 |                   | 4          | 8         | 14          | \$ 1,940.00         |
| 2                                  | Inspection and Categorization          |              | 4                 | 2                 | 32         | 32        | 70          | \$ 9,500.00         |
| 3                                  | Evaluation and Recording               | 2            | 8                 | 4                 | 16         | 16        | 46          | \$ 7,040.00         |
| 4                                  | Concept Developing                     | 1            | 2                 | 4                 | 8          | 15        | 30          | \$ 4,375.00         |
| 5                                  | Cost Estimating                        |              | 2                 | 4                 | 4          | 4         | 14          | \$ 2,200.00         |
| 6                                  | Seawall Assessment Report              | 2            | 4                 | 16                | 12         | 10        | 44          | \$ 7,230.00         |
| 7                                  | GIS Data                               | 1            | 2                 | 3                 | 8          | 4         | 18          | \$ 2,810.00         |
| 8                                  | Meetings and Coordination              | 2            | 12                | 6                 | 4          |           | 24          | \$ 4,600.00         |
| <b>Totals</b>                      |                                        | <b>8</b>     | <b>36</b>         | <b>39</b>         | <b>88</b>  | <b>89</b> | <b>260</b>  | <b>\$ 39,695.00</b> |

**II. Fee Calculation**

| Phase              | Labor Cost          | Expenses         | Subconsultant Services | Total Cost          |
|--------------------|---------------------|------------------|------------------------|---------------------|
| 1                  | \$ 1,940.00         | \$ -             | \$ -                   | \$ 1,940.00         |
| 2                  | \$ 9,500.00         | \$ 200.00        | \$ -                   | \$ 9,700.00         |
| 3                  | \$ 7,040.00         | \$ -             | \$ -                   | \$ 7,040.00         |
| 4                  | \$ 4,375.00         | \$ -             | \$ -                   | \$ 4,375.00         |
| 5                  | \$ 2,200.00         | \$ -             | \$ -                   | \$ 2,200.00         |
| 6                  | \$ 7,230.00         | \$ -             | \$ -                   | \$ 7,230.00         |
| 7                  | \$ 2,810.00         | \$ -             | \$ -                   | \$ 2,810.00         |
| 8                  | \$ 4,600.00         | \$ -             | \$ -                   | \$ 4,600.00         |
| <b>Grand Total</b> | <b>\$ 39,695.00</b> | <b>\$ 200.00</b> | <b>\$ -</b>            | <b>\$ 39,895.00</b> |

# **CITY COMMISSION MEETING CITY OF ST. PETE BEACH**

## **Agenda Report**

**Issue Considered:** Public Works Campus Improvements Design

**Date:** July 27, 2021

**Prepared By:** Mike Clarke, Public Works Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** The City requested a Task Order from Halff Associates, Inc. to develop a master site plan for improvements to the Public Works Department campus. The current campus is undersized for the number of staff and vehicles that use it, and efficient and environmentally sound stormwater containment. Using topographic survey and working with City Staff, Halff will develop a concept of the proposed improvements, including a yard expansion and new perimeter wall, waste collection facilities, vehicle wash station, and recycle drop off facilities.

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

**Requested Motion:** I move to approve the Task Order under the Continuing Engineering Services Contract with Halff Associates, Inc. in the amount of \$27,130.00 for Public Works Campus Conceptual Master Site Plan.

**Attachments:** 1. Task Order from Halff Associates, Inc.



June 15, 2021

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

**RE: Public Works Campus Site Master Plan**  
**TO #2021-09**  
**City of St. Pete Beach, Florida**

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order #2021-09 to provide the City of St. Pete Beach (CLIENT) with the professional engineering services to prepare the Public Works Campus Site Master Plan. These services and scope will be in compliance with our January 2021 Continuing Services Contract.

To assist with this task Halff will be retaining:

1. Dennis J. Benham Professional Survey and Mapper

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

Sincerely,

**HALFF ASSOCIATES, INC.**

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

H. Phillip Keyes, PE  
Vice President, Public Infrastructure

Attachments

Cc: 042109.009





**Exhibit "B"**

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

|                                   |              |
|-----------------------------------|--------------|
| <i>Date of Task Order Request</i> | May 15, 2021 |
|-----------------------------------|--------------|

|                               |                        |
|-------------------------------|------------------------|
| <i>Firm Selected for Task</i> | Halff Associates, Inc. |
|-------------------------------|------------------------|

|                            |                                                        |
|----------------------------|--------------------------------------------------------|
| <i>Task (Project) Name</i> | <b>Public Works Campus Conceptual Master Site Plan</b> |
|----------------------------|--------------------------------------------------------|

|                                                          |                                                                                                                                                                                                                                            |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Task Description<br/>(and other relevant details)</i> | The tasks included in the scope of work include:<br>1. Subconsultant Coordination<br>2. Topography Survey<br>3. Utility Coordination<br>4. Conceptual Site Master Plan<br>5. Opinion of Probable Construction Cost<br>6. Permitting Review |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                    |             |
|--------------------|-------------|
| <i>Task Budget</i> | \$27,130.00 |
|--------------------|-------------|

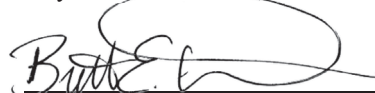
|                               |               |
|-------------------------------|---------------|
| <i>Task Proposal Due Date</i> | June 15, 2021 |
|-------------------------------|---------------|

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order: 2021-09

\_\_\_\_\_  
Alex Rey  
City Manager  
City of St. Pete Beach

\_\_\_\_\_  
Date



7/13/2021

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

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

6/15/21  
\_\_\_\_\_  
Date

H. Phillip Keyes, PE

\_\_\_\_\_  
Vice President – Public Infrastructure

\_\_\_\_\_  
Halff Associates, Inc.



**Halff Associates, Inc.**  
**Agreement for Continuing Contract for Professional Engineering Services**  
**Task Order #2021-09**

Mr. Brett E. Warner, PE  
Assistant Public Works Director  
Public Works Department  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706  
[bwarner@stpetebeach.org](mailto:bwarner@stpetebeach.org)

June 15, 2021  
042109.009

**RE: Public Works Campus Conceptual Master Site Plan**

Site Location

|           |                 |            |          |
|-----------|-----------------|------------|----------|
| County:   | Pinellas County | State:     | Florida  |
| Latitude: | 27.7443         | Longitude: | -82.4792 |

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order #2021-09 which is to provide the City of St. Pete Beach (CLIENT) with the professional engineering services required to prepare Public Works Campus Conceptual Master Site Plan. This Task Order will be consistent with the terms and conditions associated with our January 2021 Continuing Services Contract for Subconsultant Professional Design Services.

**1. Subconsultant Coordination**

Halff will coordinate the services of the subconsultants identified in this scope. Subconsultant Professional Service Fees are included in this budget.

**2. Topography Survey**

A design level special purpose survey will be developed for the project area identified in Attachment A. The survey will be at a vertical accuracy necessary to provide an understanding of the direction of existing surface drainage patterns. This survey will also identify all visible above grade indicators of existing utilities as well as invert/size/material of gravity piping (when accessible). This scope is based on the understanding that the City will field located and mark its facilities and request the same from any utility franchises located within the project limits prior to initiation of field survey.

This survey will be performed under the direct supervision of a Licensed Florida Professional Surveyor and Mapper. Surveys will be prepared in accordance with the Standards of Practice per the Florida Board of Professional Surveyors and Mappers. The survey will be prepared in State Plane Coordinates (NAD 83) and NAVD 88 vertical datum. The topographic survey sub consultant proposal is attached.

### **3. Utility Coordination**

Coordinate with other public and private utility owners including cable and power regarding the location of their facilities in the project area. Note, it may be possible that not all utility providers will respond in a timely manner, in which the City will be notified and be able to direct Halff accordingly.

### **4. Conceptual Master Site Plan**

Using the Topographic Survey and working with City Staff, develop a concept of the proposed Public Works Campus site improvements which includes the following:

- Yard Expansion Wall
- Waste Collection Facilities
- Vehicle Wash Station
- Recycle Drop Off Facilities

Upon City review and approval of the Preliminary Concept, the Final Conceptual Master Site Plan will be developed along with the Opinion of Probable Construction Cost.

This Task also includes two onsite coordination meetings.

### **5. Opinion of Probable Construction Cost (OPCC)**

An OPCC will be prepared utilizing most recent readily available data, concurrent with the Conceptual Master Site Plan construction plan set submittals. Note, that pricing of supplies and labor are reflective of the market conditions and the OPCC will be subject to change.

### **6. Permitting Review**

Conduct preliminary permit review with the Southwest Florida Water Management District and the Florida Department of Transportation to determine potential permits that may be required to develop the site.

## **Deliverables**

- a. Topographic Survey (pdf)
- b. Preliminary and Final Conceptual Master Site Plan (pdf of the Concept) (pdf and CAD of the Final)

## **Schedule**

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

| Description                                       | Weeks After NTP |
|---------------------------------------------------|-----------------|
| Task 1 – Subconsultant Coordination               | 2               |
| Task 2 – Topographic Survey-Subconsultant         | 4               |
| Task 3 – Utility Coordination                     | 6               |
| Task 4a – Preliminary Conceptual Master Site Plan | 12              |
| Task 4b – Final Conceptual Master Site Plan       | 16              |
| Task 5 - OPCC                                     | 16              |
| Task 6 – Permit Review                            | 16              |

## Fee

The fee breakdown for developing the project is as follows:

| Task                       | Description                             | Sr. Project Manager | Project Engineer | Engineering Intern | Designer | Administrative Assistant | Cost        |
|----------------------------|-----------------------------------------|---------------------|------------------|--------------------|----------|--------------------------|-------------|
| 1                          | Sub Consultant Coordination             | 2                   | 4                | 0                  | 0        | 2                        | \$1,180.00  |
| 2                          | Topographic Survey-(Subconsultant)      |                     |                  |                    |          |                          | \$4,200.00  |
| 3                          | Utility Coordination                    | 2                   | 8                | 0                  | 0        | 2                        | \$1,760.00  |
| 4                          | Conceptual Master Site Plan             |                     |                  |                    |          |                          |             |
| 4a                         | Preliminary Conceptual Master Site Plan | 8                   | 20               | 16                 | 8        | 2                        | \$7,170.00  |
| 4b                         | Final Conceptual Master Site Plan       | 8                   | 12               | 12                 | 8        | 2                        | \$5,590.00  |
| 5                          | OPCC                                    | 4                   | 16               | 16                 | 0        | 2                        | \$5,050.00  |
| 6                          | Permitting Review                       | 2                   | 4                | 8                  | 2        | 2                        | \$2,180.00  |
| Reimbursable Fees Included |                                         |                     |                  |                    |          |                          |             |
| Total                      |                                         |                     |                  |                    |          |                          | \$27,130.00 |

## Notes:

- The proposed fees are only valid if this Agreement is signed by both parties within 30 days from the date of transmittal and all work is authorized within 90 days.
- Items indicated as "If Necessary" are phases that may be omitted based upon the CLIENT and/or agency.
- The Lump Sum Fee will not exceed \$27,130 without City written approval.

## Supplemental Services

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

## Halff Associates, Inc.



H. Phillip Keyes, PE  
Vice President, Public Infrastructure

6/15/21  
Date



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

6/15/21  
Date

## Accepted By:

CLIENT Signature

Date

Typed/Printed Name and Title



## Attachment A



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



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



0 25 50 100 FEET

1 IN. = 100 FT.

## Attachment A Location Map

Public Works Center

## **Subconsultant Backup**



DENNIS J. BENHAM  
PROFESSIONAL SURVEYOR AND MAPPER

June 9, 2021

Mr. Alistair Brice, P.E.  
Halff Associates, Inc.  
1000 N. Ashley Drive  
Suite 900  
Tampa, Florida 33601

RE: Land Surveying Proposal  
Public Works Campus Site  
City of St. Petersburg Beach, Florida

Alistair,

In response to your request for land surveying services, the following proposal has been prepared.

Scope of Services

1. Set GPS Control Points for the project. A minimum of two (2) control points will be set. Control points will relative to the Florida state Plane Coordinate System, West Zone, 1983-2011 adjustment and relative to the North American Vertical Datum (NAVD) of 1988.
2. Topographic data will be collected at a fifty foot (50') cross section interval throughout the limits of survey. In addition, all "break lines" such as edge of pavement, back of curb, top of bank etc will be delineated.
3. Locate all improvements within the limits of survey. This will include the location of buildings, fences, pavement, sidewalks, curbing etc.
5. Locate trees five inches (5") in diameter and greater within the limits of survey.
6. Locate above ground evidence of utilities. This will include the location of utility poles, telephone markers, water valves etc.
7. Locate sanitary sewer and storm sewer structures. Pipe sizes and invert elevations will be obtained.
8. Upon completion, a survey drawing will be prepared. Digital files in PDF and DWG format will be supplied.

Lump Sum Fee: \$4,200.00

Don't hesitate to contact me if you have any questions concerning this proposal.

Sincerely,

*Dennis J Benham*

Dennis J. Benham, P.S.M.  
11921 Wandsworth Drive  
Tampa, Florida 33626  
Mobile: (813) 403-0220



# **CITY COMMISSION MEETING CITY OF ST. PETE BEACH**

## **Agenda Report**

**Issue Considered:** 18th and 19th Avenues Alleyway Improvements

**Date:** July 27, 2021

**Prepared By:** Mike Clarke, Public Works Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** The City requested a Task Order from Halff Associates, Inc. to develop design documents for the eastern alleyway running between 18th Avenue and 19th Avenue and the connecting alleyway to the west. This group of alleyways has undergone significant deterioration, causing the ponding of water during normal rain events and requires a topographic survey and design to identify and correct the drainage issues. The resulting design will include standardized details that the City will use to improve other shell alleyways throughout the City without needing additional design effort.

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

**Requested Motion:** I move to approve the task order under the Continuing Engineering Services Contract with Halff Associates, Inc. in the amount of \$26,430.00 for 18th and 19th Avenue Alleyway Improvements.

**Attachments:** 1. Task Order from Halff Associates, Inc.



June 2, 2021

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

**RE: 18th and 19th Avenues Alleyway Improvements  
TO #2021-10  
City of St. Pete Beach, Florida**

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order #2021-10 to provide the City of St. Pete Beach (CLIENT) with the professional engineering services to prepare the Alleyway Improvements between 18th and 19th Avenues. These services and scope will be in compliance with our January 2021 Continuing Services Contract.

To assist with this task Halff will be retaining:

1. Dennis J. Benham Professional Survey and Mapper

Please review, and if there are no questions, sign and return the attached Task Order Form.

Sincerely,

**Halff Associates, Inc.**

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

H. Phillip Keyes, PE  
Vice President, Public Infrastructure

Attachments

Cc: 042109.010



**Exhibit "B"**

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

|                                   |              |
|-----------------------------------|--------------|
| <i>Date of Task Order Request</i> | May 03, 2021 |
|-----------------------------------|--------------|

|                               |                        |
|-------------------------------|------------------------|
| <i>Firm Selected for Task</i> | Halff Associates, Inc. |
|-------------------------------|------------------------|

|                            |                                                    |
|----------------------------|----------------------------------------------------|
| <i>Task (Project) Name</i> | <b>18th and 19th Avenues Alleyway Improvements</b> |
|----------------------------|----------------------------------------------------|

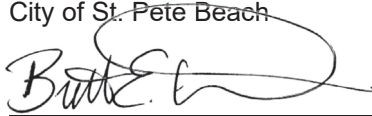
|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Task Description<br/>(and other relevant details)</i> | <p>The tasks included in the scope of work include:</p> <ol style="list-style-type: none"> <li>1. Onsite Inspection</li> <li>2. Subconsultant Coordination</li> <li>3. Topographic Survey</li> <li>4. Design Drawing &amp; Opinion of Probable Construction Cost               <ol style="list-style-type: none"> <li>a. 30% Plan Submittal/OPCC</li> <li>b. Final Plan Submittal/OPCC</li> </ol> </li> <li>5. Design Specifications – City of St. Pete Beach</li> <li>6. Utility Coordination</li> <li>7. SWFWMD Coordination</li> </ol> |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                    |             |
|--------------------|-------------|
| <i>Task Budget</i> | \$26,430.00 |
|--------------------|-------------|

|                               |              |
|-------------------------------|--------------|
| <i>Task Proposal Due Date</i> | June 4, 2021 |
|-------------------------------|--------------|

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Task Order: 2021-10

\_\_\_\_\_  
 Alex Rey  
 City Manager  
 City of St. Pete Beach  
  
 \_\_\_\_\_  
 Brett Warner  
 Assistant Public Works Director  
 City of St. Pete Beach

\_\_\_\_\_  
 Date  
 7/13/2021  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature  
 H. Phillip Keyes, PE  
 \_\_\_\_\_  
 Vice President – Public Infrastructure  
 \_\_\_\_\_  
 Halff Associates, Inc.

\_\_\_\_\_  
 Date  
 6/2/21  
 \_\_\_\_\_  
 Date



**Halff Associates, Inc.**  
**Agreement for Continuing Contract for Professional Engineering Services**  
**Task Order #2021-10**

Mr. Brett E. Warner, Assistant Public Works Director  
Public Works Department  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706  
[bwarner@stpetebeach.org](mailto:bwarner@stpetebeach.org)

June 2, 2021  
042109.010

**RE: 18<sup>th</sup> and 19<sup>th</sup> Avenues Alleyway Improvements**

Site Location

|           |                 |            |          |
|-----------|-----------------|------------|----------|
| County:   | Pinellas County | State:     | Florida  |
| Latitude: | 27.6954         | Longitude: | -82.7361 |

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit the following Task Order #2021-10. This task order is to provide the City of St. Pete Beach (City) with the professional engineering services required to prepare the 18<sup>th</sup> and 19<sup>th</sup> Avenues Alleyway Improvements. This task order will be consistent with the terms and conditions associated with the January 2021 Continuing Services Contract for Professional Design Services. Between the City and Halff.

The City has requested Halff to develop design plans and technical specifications to address alleyway deterioration at the intersection between 18<sup>th</sup> and 19<sup>th</sup> Avenues. From our discussions, a combination of crushed shell and geogrid fabric, in conjunction with ribbon curb appears to be the design direction from the City. The project area limits are shown on Attachment A.

**Scope/Intent and Extent of Services**

**1. Onsite Inspection**

Attend an onsite field review to note, observe and obtain site-specific information and review the site relative to the existing conditions.

**2. Subconsultant Coordination**

Halff will coordinate the services of the subconsultants identified in this scope, during the design and permitting process. Subconsultant Professional Service Fees are included in this budget.

**3. Topographic Survey**

A design level special purpose survey will be developed for the project area identified in Attachment A. The survey will be within street rights-of-way and easements at a vertical accuracy necessary to provide an understanding of the direction of existing surface drainage patterns. This survey will also identify all visible above grade indicators of existing utilities as well as invert/size/material of gravity piping (when accessible). This scope is based on the understanding that the City will field locate and mark its facilities



and request the same from any utility franchises located within the project limits prior to initiation of field survey.

This survey will be performed under the direct supervision of a Licensed Florida Professional Surveyor and Mapper. Surveys will be prepared in accordance with the Standards of Practice per the Florida Board of Surveyors and Mappers. The survey will be prepared in State Plane Coordinates (NAD 83) and NAVD 88 vertical datum. The topographic survey sub consultant proposal is attached.

**Deliverables:**

A copy of the survey in AutoCAD will be provided.

**4. Design Drawings & Opinion of Probable Construction Cost**

Halff will prepare the appropriate design drawings and technical specifications for construction of crushed shell and Geogrid Fabric and associated ribbon curb, on the Alleyway between 18<sup>th</sup> and 19<sup>th</sup> Avenue, as shown on Attachment A. A list of anticipated drawing sheets are as follows:

- a. Cover Sheet
- b. General Notes
- c. Technical Specifications
- d. Existing Conditions Plan
- e. Demolition/Erosion Control Plan
- f. Paving & Grading Plan
- g. Detail Sheet

**Deliverables**

Halff will provide 30% and Final plans to the City for review. Comments from the 30% review will be incorporated in the Final submittal. One (1) PDF electronic copy will be provided for each submittal. The final submittal documents will be signed and sealed. An OPCC will be provided along with the 30% Plan Submittal as well as with the Final Plan Submittal. The CAD file of the plans will also be provided with the final submittal.

**5. Design Specifications – City of St. Pete Beach**

Creation of Design/Technical Crushed Shell and Geogrid Fabric Section Specification that can be included in the City of St. Pete Beach Design Manual.

**Deliverables**

Halff will provide Final Design Specification Detail, on 8½" x 11" (City of St. Pete Beach Title Block) to the City for review. One (1) PDF electronic copy and CAD file will be provided.

**6. Utility Coordination**

Coordinate with other public and private utility owners including cable and power regarding the location of their facilities in the project area. Note, it may be possible that not all utility providers will respond in a timely manner, in which the City will be notified and be able to direct Halff accordingly.

## 7. SWFWMD Coordination

This scope is based on the understanding that an Environmental Resource Permit will not be required for this project. Halff will submit a set of final design drawings to SWFWMD in order to obtain verification of exemption status. Any other permitting efforts are excluded from the scope of work.

The City is responsible for direct payment of any permit review fees, public noticing cost, or any other direct regulatory cost for acquiring permits and permit exemption verifications.

### Deliverables

PDF's of any permit agency correspondence will be provided.

### Schedule

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

| Description                                                      | Weeks After NTP |
|------------------------------------------------------------------|-----------------|
| Task 1 - Onsite Inspection                                       | 1               |
| Task 2 - Subconsultant Coordination                              | 20              |
| Task 3 - Topographic Survey                                      | 5               |
| Task 4 - Design Drawings & Opinion of Probable Construction Cost |                 |
| a) 30% Plan Submittal & OPCC                                     | 12              |
| a) Final Plan Submittal & OPCC                                   | 20              |
| Task 5 - Design Specification – City of St. Pete Beach           | 20              |
| Task 6 - Utility Coordination                                    | 10              |
| Task 7 - SWFWMD Coordination                                     | 16              |

### Fee

The fee breakdown for developing the project is as follows:

| Task | Description                                      | Sr. Project Manager | Project Engineer | Engineering Intern | Designer | Administrative Assistant | Cost        |
|------|--------------------------------------------------|---------------------|------------------|--------------------|----------|--------------------------|-------------|
| 1    | On Site Inspection                               | 4                   | 4                | 0                  | 0        | 2                        | \$1,610.00  |
| 2    | Subconsultant Coordination                       | 2                   | 4                | 0                  | 0        | 2                        | \$1,160.00  |
| 4a   | 30% Construction Plans & OPCC                    | 2                   | 40               | 24                 | 16       | 2                        | \$10,000.00 |
| 4b   | Final Construction Plans & OPCC                  | 2                   | 8                | 8                  | 8        | 2                        | \$3,200.00  |
| 5    | Design Specification                             | 2                   | 8                | 8                  | 12       | 2                        | \$3,520.00  |
| 6    | Utility Coordination                             | 2                   | 8                | 8                  | 16       | 2                        | \$3,840.00  |
| 7    | Environmental Permitting Application & Submittal | 2                   | 2                | 4                  | 0        | 2                        | \$1,300.00  |
|      | Engineering Services Subtotal                    | 16                  | 74               | 52                 | 52       | 14                       | \$24,630.00 |
|      | Subconsultant Fees                               |                     |                  |                    |          |                          |             |
| 3    | Topographic Survey                               |                     |                  |                    |          |                          | \$1,800.00  |
|      | Reimbursable Fees                                |                     |                  |                    |          |                          | \$0.00      |
|      | Total                                            |                     |                  |                    |          |                          | \$26,430.00 |

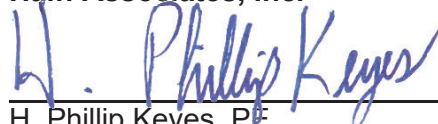
Notes:

1. *The proposed fees are only valid if this Agreement is signed by both parties within 30 days from the date of transmittal and all work is authorized within 90 days.*
2. *Items indicated as "If Necessary" are phases that may be omitted based upon the City and/or agency.*
3. *The Lump Sum Fee will not exceed \$26,430.00 without City written approval.*

**Supplemental Services**

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

**Halff Associates, Inc.**

  
\_\_\_\_\_  
H. Phillip Keyes, PE  
Vice President, Public Infrastructure

6/2/21  
Date

  
\_\_\_\_\_  
Bruce T. Kaschyk, AICP  
Sr. Vice President  
Tampa Operations Manager

6/2/21  
Date

**Accepted By:**

\_\_\_\_\_  
City Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name and Title

## **Attachment A**





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



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



0 25 50 100 FEET

1 IN. = 100 FT.

## Attachment A Location Map

### 18th-19th Avenues Alleyway Improvements

## Attachment B



DENNIS J. BENHAM  
PROFESSIONAL SURVEYOR AND MAPPER

Ma 12, 2021

Mr. Alistair Brice, P.E.  
Halff Associates, Inc.  
1000 N. Ashley Drive  
Suite 900  
Tampa, Florida 33601

RE: Land Surveying Proposal  
` 18th & 19th Avenue Alleyway  
City of St. Petersburg Beach, Florida

Alistair,

In response to your request for land surveying services, the following proposal has been prepared.

Scope of Services

1. Set GPS Control Points for the project. A minimum of two (2) control points will be set. Control points will relative to the Florida state Plane Coordinate System, West Zone, 1983-2011 adjustment and relative to the North American Vertical Datum (NAVD) of 1988.
2. Topographic data will be collected at a fifty foot (50') cross section interval from the center line of the alley to approximately ten feet (10') beyond the right of way line. In addition, all "break lines" such as edge of pavement, back of curb, top of bank etc will be delineated.
3. Locate all improvements within the limits of survey. This will include the location of buildings, fences, pavement, sidewalks, curbing etc.
4. Locate trees five inches (5") in diameter and greater within the limits of survey.
5. Locate above ground evidence of utilities. This will include the location of utility poles, telephone markers, water valves etc.
6. Locate sanitary sewer and storm sewer structures. Pipe sizes and invert elevations will be obtained.
7. Determine the location of right of way lines.
8. Upon completion, a survey drawing will be prepared. Digital files in PDF and DWG format will be supplied.

Lump Sum Fee: \$1,800.00

Don't hesitate to contact me if you have any questions concerning this proposal.

Sincerely,

*Dennis J Benham*

Dennis J. Benham, P.S.M.  
11921 Wandsworth Drive  
Tampa, Florida 33626  
Mobile: (813) 403-0220

# CITY COMMISSION MEETING CITY OF ST. PETE BEACH

## Agenda Report

**Issue Considered:** Sovereignty Submerged Lands Lease #520026983—  
Merry Pier

**Date:** July 27, 2021

**Prepared By:** Jennifer McMahon, Parks and Recreation Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** This is a request to authorize the mayor to sign a Sovereignty Submerged Lands Lease Renewal and Modification, #520026983, from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida allowing the City to continue to operate a 10-slip commercial docking facility at Merry Pier.

The lease agreement is effective through January 1, 2025. The initial annual lease fee is \$2,222.36 plus sales tax, pursuant to Section 212.031, Florida Statutes, and is payable within 30 days of the fully executed lease.

**Funding:** 001-5401-515-5310

**Requested Motion:** I move to authorize the Mayor to sign a Sovereignty Submerged Lands Lease, #520026983, from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

**Attachments:** 1. Submerged Lands Lease Renewal July 2021

This Instrument Prepared By:

Sue Jones

Action No. 43502

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

---

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL  
AND MODIFICATION TO REFLECT CURRENT STRUCTURES AND  
SQUARE FOOTAGE WITH UPDATED SURVEY

BOT FILE NO. 520026983

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of St. Pete Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 19,  
Township 32 South, Range 16 East, in Boca Ciega Bay,  
Pinellas County, Florida, containing 12,234 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated March 24, 2021.

TO HAVE THE USE OF the hereinabove described premises from March 25, 2021, the effective date of this modified lease renewal, through January 1, 2025, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 10-slip commercial docking facility with a non-water dependent bait and snack store to be used exclusively for recreational vessels, commercial fishing vessels, and tour boats in conjunction with an upland marina office, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$2222.36 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

[02/07]



3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

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

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities except as authorized in this lease and conditioned by Special Lease Condition No. 29 A, are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. SPECIAL LEASE CONDITIONS:

A. Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore the structure to a safely useable condition. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor.

B. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

(SEAL)

BY: \_\_\_\_\_

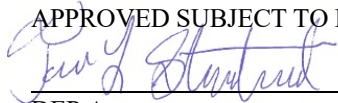
Brad Richardson, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the  
State of Florida.

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

  
\_\_\_\_\_  
DEP Attorney

5/18/2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_



WITNESSES:

City of St. Pete Beach, Florida (SEAL)

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Typed/Printed Name of Witness

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Typed/Printed Name of Witness

BY: \_\_\_\_\_  
Original Signature of Executing Authority

Alan Johnson  
Typed/Printed Name of Executing Authority

Mayor  
Title of Executing Authority

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Alan Johnson as Mayor, for and on behalf of City of St. Pete Beach, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

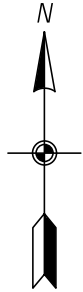
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

**MERRY PIER, SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST,  
CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA**

**LOCATION MAP:**

NOT TO SCALE



**PROJECT ADDRESS:**

MERRY PIER  
(ALSO KNOWN AS  
8TH AVENUE PIER)  
ST. PETE BEACH, FL 33706



**SHEET LAYOUT:**

1. LOCATION MAP
2. CERTIFICATION AND GENERAL NOTES
3. LEGAL DESCRIPTION
4. SUBMERGED LAND LEASE BOUNDARY
5. LESS OUT BOUNDARY
6. LINE TABLE, LEGEND & ABBREVIATIONS
7. EXISTING TOPOGRAPHIC SURVEY AND TIES
8. IMPROVED CONDITIONS
9. AERIAL EXHIBIT

Attachment A  
Page 8 of 17 Pages  
SSLL NO. 520026983

**SHEET 1 OF 9**

DATE: 12/03/2020  
PROJECT NUMBER: 190017  
DRAWN: D. HEATH  
CHECKED: J. SCHWARTZ

**MERRY PIER  
ST. PETE BEACH,  
PINELLAS COUNTY, FLORIDA**



CRIBB PHILBECK WEAVER GROUP, INC. (CPWG)  
3918 N. HIGHLAND AVENUE, TAMPA, FL 33603  
PHONE: (813) 361-2644, FAX: (813) 223-2469  
PROFESSIONAL SURVEYOR & MAPPER  
BUSINESS LICENSE NUMBER: LB8232

**MERRY PIER, SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST,  
CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA**

**CERTIFIED TO:**

THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA  
CITY OF ST. PETE BEACH

**GENERAL NOTES:**

1. THIS IS A FIELD SURVEY. THIS SPECIAL PURPOSE FIELD SURVEY WAS PREPARED FOR THE CITY OF ST. PETE BEACH, 155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706. LAST DATE OF FIELD SURVEY: JULY 20, 2020.

2. LINEAR FOOTAGE OF APPLICANTS SHORELINE: 137 FEET ±. SHORELINE VEGETATION: CONCRETE SEAWALL, NO OBSERVED VEGETATION

3. POINT OF COMMENCEMENT IS THE NORTHEAST CORNER OF LOT 1, BLOCK 5, MOREY BEACH, PLAT BOOK 1, PAGE 102 BEING A FOUND 5"X5" CONCRETE MONUMENT WITH 5/8" IRON ROD, NO IDENTIFICATION

LATITUDE: 27°41'19.0259", LONGITUDE: -82°44'10.3909" PER FIELD SURVEY (GPS LOCATION)

POINT OF BEGINNING COORDINATES:

LATITUDE: 27°41'17.2759", LONGITUDE: -82°44'09.8797" PER FIELD SURVEY (GPS LOCATION)

4. NO UPLAND STRUCTURES. OVER WATER STRUCTURES ARE A 24.3'X24.3' WOOD ONE STORY BUILDING (STORE), TWO 4'X6' WOODEN BOOTHS/KIOSKS, WOOD DOCKS, COMPOSITE DOCKS, ONE BOAT LIFT AND PILINGS AS SHOWN ON THE SURVEY.

5. NORTH, SOUTH AND EAST ADJOINERS ARE THE BOCA CIEGA BAY, WEST ADJOINER IS PASS-A-GRILLE WAY, A PUBLIC RIGHT OF WAY.

6. MEAN HIGH WATER ELEVATION IS 0.34 FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED ON TIDAL STATION 872-6428, DATED 12/08/2015. ELEVATIONS SHOWN HEREON WERE OBTAINED IN THE FIELD RELATIVE TO NAVD88 VERTICAL DATUM. THE APPROXIMATE MEAN HIGH WATER LINE IS AT THE SEAWARD FACE OF THE EXISTING SEAWALL.

7. UPLAND PROPERTY: PASS-A-GRILLE WAY, PUBLIC RIGHT OF WAY (WEST OF SEAWALL).

8. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11), WEST ZONE, WITH THE EAST LINE OF BLOCK 5, MOREY BEACH, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, HAVING A BEARING OF SOUTH 05°53'27" WEST.

9. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.

10. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD.

11. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

12. THIS SURVEY MAY HAVE BEEN REPRODUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION.

13. ADDITIONS OR DELETIONS TO THIS SURVEY AND/OR GENERAL NOTES BY ANY OTHER THAN THE SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE, ARE PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE.

**REVISIONS:**

1. 12/11/2020: REVISED PROPOSED CONDITIONS ON SHEET 08
2. 01/13/2021: REVISED PER FDEP COMMENTS
3. 03/22/2021: REVISED PER COMMENTS

I HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES AND THAT THE SKETCH HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND NOTATIONS SHOWN.

**Jeffrey Schwartz**

Digitally signed by Jeffrey Schwartz  
Date: 2021.03.24 16:20:15 -04'00'

JEFFREY M. SCHWARTZ, PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER: LS6618  
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB8232

Attachment A  
Page 9 of 17 Pages  
SSLL NO. 520026983

**SHEET 2 OF 9**

DATE: 12/03/2020

PROJECT NUMBER: 190017

DRAWN: D. HEATH

CHECKED: J. SCHWARTZ

**MERRY PIER  
ST. PETE BEACH,  
PINELLAS COUNTY, FLORIDA**



CRIBB PHILBECK WEAVER GROUP, INC. (CPWG)  
3918 N. HIGHLAND AVENUE, TAMPA, FL 33603  
PHONE: (813) 361-2644, FAX: (813) 223-2469  
PROFESSIONAL SURVEYOR & MAPPER  
BUSINESS LICENSE NUMBER: LB8232

**MERRY PIER, SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST,  
CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA**

**SUBMERGED LAND LEASE DESCRIPTION:**

THAT PART OF THE SOVEREIGNTY LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED TRACT:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 5 OF MOREY BEACH, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA: THENCE SOUTH 05°53'27" WEST ALONG THE EAST LINE OF BLOCK 5 OF SAID PLAT, A DISTANCE OF 163.40 FEET TO A POINT; THENCE SOUTH 84°34'53" EAST, A DISTANCE OF 63.49 FEET TO A POINT; THENCE SOUTH 10°17'47" WEST, A DISTANCE OF 8.60 FEET TO THE FACE OF A CONCRETE HEADWALL AND THE MEAN HIGH WATER LINE (MHWL) OF BOCA CIEGA BAY, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 85°10'47" EAST, A DISTANCE OF 114.13 FEET TO A POINT; THENCE SOUTH 06°08'43" WEST, A DISTANCE OF 93.92 FEET TO A POINT; THENCE NORTH 83°51'17" WEST, A DISTANCE OF 6.05 FEET TO A POINT; THENCE SOUTH 07°51'34" WEST, A DISTANCE OF 59.17 FEET TO A POINT; THENCE NORTH 77°18'45" WEST, A DISTANCE OF 24.38 FEET TO A POINT; THENCE NORTH 09°34'57" EAST, A DISTANCE OF 13.70 FEET TO A POINT; THENCE NORTH 78°52'30" WEST, A DISTANCE OF 71.13 FEET TO A POINT; THENCE SOUTH 13°35'43" WEST, A DISTANCE OF 11.90 FEET TO A POINT; THENCE NORTH 76°09'11" WEST, A DISTANCE OF 24.21 FEET TO A POINT; THENCE NORTH 13°45'42" EAST, A DISTANCE OF 42.95 FEET TO A POINT; THENCE NORTH 12°27'57" EAST, A DISTANCE OF 25.68 FEET TO A POINT; THENCE NORTH 10°35'55" EAST, A DISTANCE OF 16.50 FEET TO A POINT; THENCE NORTH 10°14'51" EAST, A DISTANCE OF 51.94 FEET TO SAID CONCRETE SEAWALL (MHWL) AND THE POINT OF BEGINNING, ALL LYING IN BOCA CIEGA BAY IN SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, CONTAINING 16,145 SQUARE FEET OR 0.371 ACRES OF SUBMERGED LAND, MORE OR LESS

**LESS OUT** 1951 PIER DESCRIPTION [NUMBER 41053(5990-52)] AS RECORDED IN OFFICIAL RECORDS BOOK 17437, PAGES 615-618 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

"COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 5 OF MOREY BEACH, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART: THENCE S03°54'08"W, ALONG THE EAST LINE OF BLOCK 5, 169.01 FEET; THENCE S86°34'12"E, 63.66 FEET TO THE FACE OF CONCRETE SEAWALL; THENCE ALONG SAID SEAWALL, S08°18'28"W, 57.86 FEET TO THE POINT OF BEGINNING; THENCE S86°38'29"E, 23.37 FEET; THENCE N02°28'35"E, 40.00 FEET; THENCE S86°38'29"E, 2.00 FEET; THENCE S02°28'35"W, 40.00 FEET; THENCE S86°38'29"E, 20.17 FEET; THENCE N02°24'28"E, 40.00 FEET; THENCE S86°38'29"E, 2.00 FEET; THENCE S02°24'26"W, 40.00 FEET; THENCE S86°38'29"E, 20.48 FEET; THENCE N03°44'54"E, 40.00 FEET; THENCE S86°38'29"E, 2.00 FEET; THENCE S03°44'54"W, 40.00 FEET; THENCE S86°38'29"E, 20.04 FEET; THENCE N04°38'46"E, 40.90 FEET; THENCE S85°21'14"E, 16.00 FEET; THENCE S04°38'46"W, 101.00 FEET; THENCE N85°21'14"W, 16.00 FEET; THENCE N04°38'46"E, 40.09 FEET; THENCE N86°38'29"W, 20.22 FEET; THENCE S03°46'01"W, 40.00 FEET; THENCE N86°38'29"W, 2.00 FEET; THENCE N03°46'03"E, 40.00 FEET; THENCE N86°38'29"W, 20.65 FEET; THENCE S04°39'42"W, 40.00 FEET; THENCE N86°38'29"W, 2.00 FEET; THENCE N04°39'42"E, 40.00 FEET; THENCE N86°38'29"W, 19.65 FEET; THENCE S04°59'50"W, 40.00 FEET; THENCE N86°38'29"W, 2.00 FEET; THENCE N04°59'50"E, 40.00 FEET; THENCE N86°38'29"W, 24.95 FEET TO FACE OF SAID CONCRETE SEAWALL; THENCE ALONG SAID SEAWALL, N08°43'04"E, 20.09 FEET TO THE POINT OF BEGINNING, ALL LYING IN BOCA CIEGA BAY IN SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, CONTAINING 3,911 SQUARE FEET OR 0.09 ACRES OF SUBMERGED LAND, MORE OR LESS."

**SUBMERGED LAND LEASE CONTAINS 12,234 SQUARE FEET OR 0.281 ACRES OF SUBMERGED LAND, MORE OR LESS.**

Attachment A  
Page 10 of 17 Pages  
SSLL NO. 520026983

**SHEET 3 OF 9**

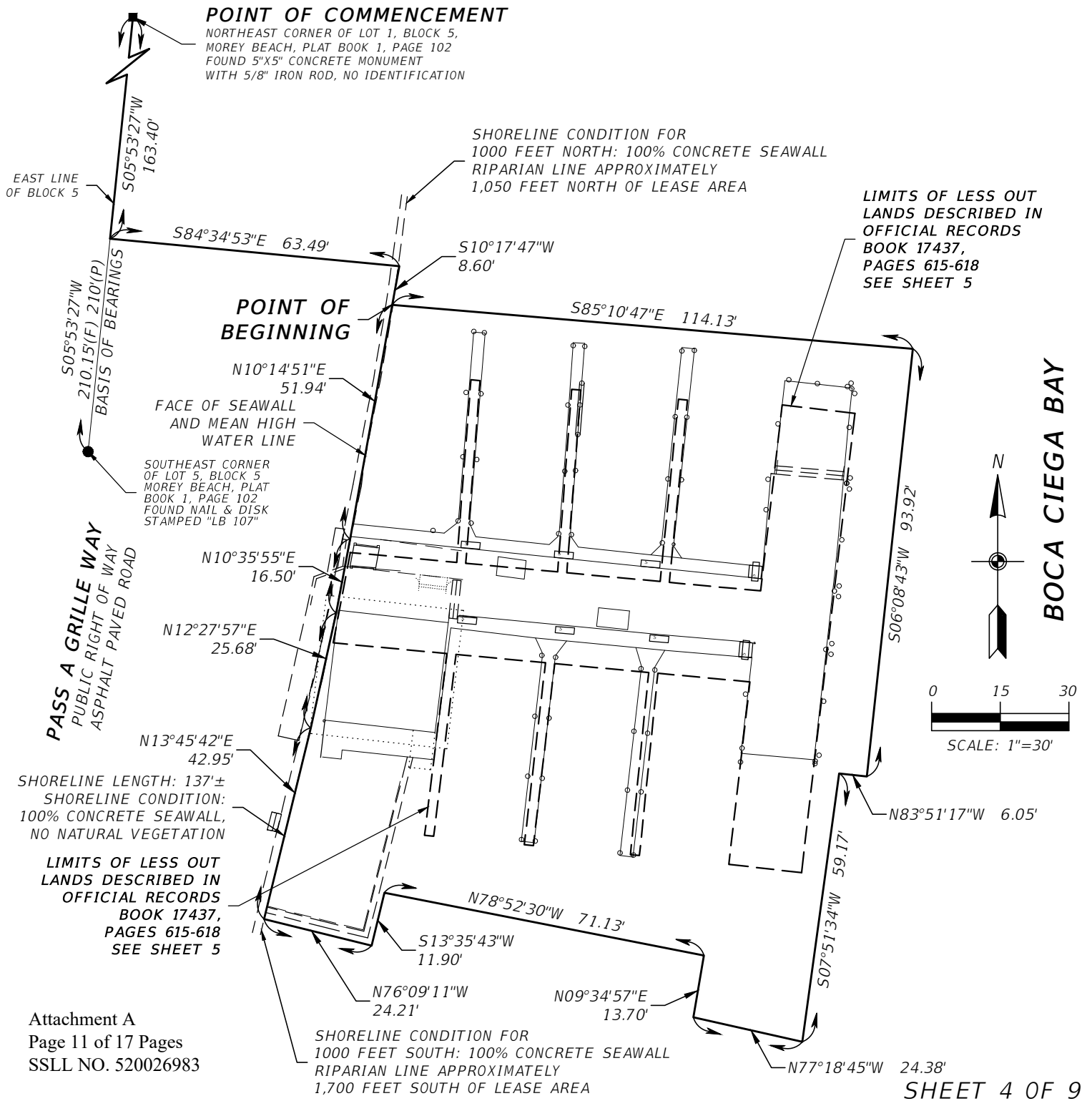
DATE: 12/03/2020  
PROJECT NUMBER: 190017  
DRAWN: D. HEATH  
CHECKED: J. SCHWARTZ

**MERRY PIER  
ST. PETE BEACH,  
PINELLAS COUNTY, FLORIDA**



CRIBB PHILBECK WEAVER GROUP, INC. (CPWG)  
3918 N. HIGHLAND AVENUE, TAMPA, FL 33603  
PHONE: (813) 361-2644, FAX: (813) 223-2469  
PROFESSIONAL SURVEYOR & MAPPER  
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**MERRY PIER, SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST,  
CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA**



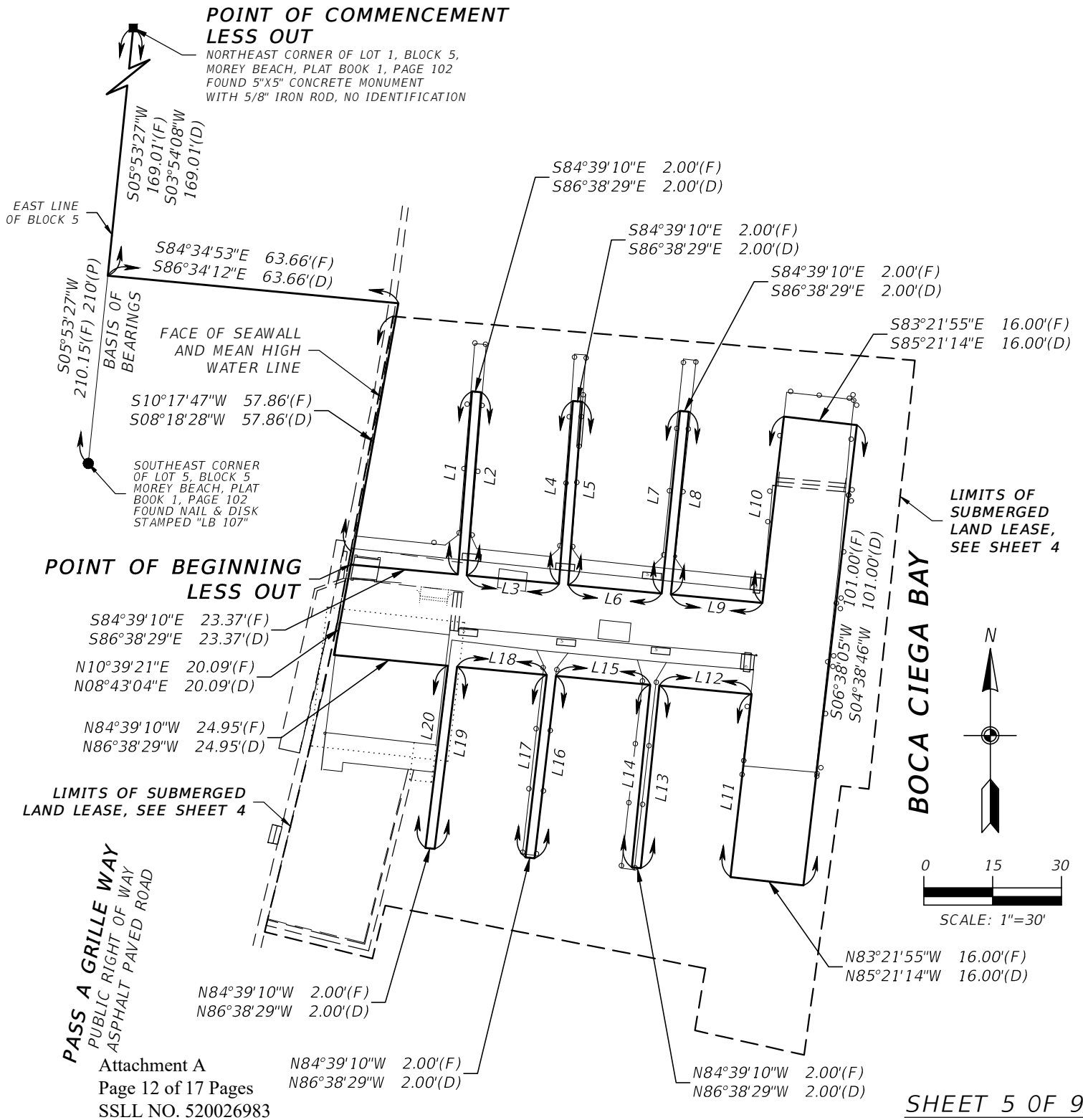
DATE: 12/03/2020  
PROJECT NUMBER: 190017  
DRAWN: D. HEATH  
CHECKED: J. SCHWARTZ

**MERRY PIER**  
**ST. PETE BEACH,**  
**PINELLAS COUNTY, FLORIDA**

**cpwg**  
AT THE READY.  
CRIBB PHILBECK WEAVER GROUP, INC. (CPWG)  
3918 N. HIGHLAND AVENUE, TAMPA, FL 33603  
PHONE: (813) 361-2644, FAX: (813) 223-2469  
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**MERRY PIER, SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST,  
CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA**



DATE: 12/03/2020  
PROJECT NUMBER: 190017  
DRAWN: D. HEATH  
CHECKED: J. SCHWARTZ

**MERRY PIER  
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**MERRY PIER, SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST,  
CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA**

**LINE TABLE**

|                 |           |             |           |
|-----------------|-----------|-------------|-----------|
| L1=N04°27'54"E  | 40.00'(F) | N02°28'35"E | 40.00'(D) |
| L2=S04°27'54"W  | 40.00'(F) | S02°28'35"W | 40.00'(D) |
| L3=S84°39'10"E  | 20.17'(F) | S86°38'29"E | 20.17'(D) |
| L4=N04°23'47"E  | 40.00'(F) | N02°24'28"E | 40.00'(D) |
| L5=S04°23'45"W  | 40.00'(F) | S02°24'26"W | 40.00'(D) |
| L6=S84°39'10"E  | 20.48'(F) | S86°38'29"E | 20.48'(D) |
| L7=N05°44'13"E  | 40.00'(F) | N03°44'54"E | 40.00'(D) |
| L8=S05°44'13"W  | 40.00'(F) | S03°44'54"W | 40.00'(D) |
| L9=S84°39'10"E  | 20.04'(F) | S86°38'29"E | 20.04'(D) |
| L10=N06°38'05"E | 40.90'(F) | N04°38'46"E | 40.90'(D) |
| L11=N06°38'05"E | 40.09'(F) | N04°38'46"E | 40.09'(D) |
| L12=N84°39'10"W | 20.22'(F) | N86°38'29"W | 20.22'(D) |
| L13=S05°45'20"W | 40.00'(F) | S03°46'01"W | 40.00'(D) |
| L14=N05°45'22"E | 40.00'(F) | N03°46'03"E | 40.00'(D) |
| L15=N84°39'10"W | 20.65'(F) | N86°38'29"W | 20.65'(D) |
| L16=S06°39'01"W | 40.00'(F) | S04°39'42"W | 40.00'(D) |
| L17=N06°39'01"E | 40.00'(F) | N04°39'42"E | 40.00'(D) |
| L18=N84°39'10"W | 19.65'(F) | N86°38'29"W | 19.65'(D) |
| L19=S06°59'09"W | 40.00'(F) | S04°59'50"W | 40.00'(D) |
| L20=N06°59'09"E | 40.00'(F) | N04°59'50"E | 40.00'(D) |

**LEGEND**

|                                                                                     |                              |
|-------------------------------------------------------------------------------------|------------------------------|
|  | = 12" WOODEN PILING          |
|  | = ANTENNA                    |
|  | = BENCH                      |
|  | = ELECTRIC METER             |
|  | = ELECTRICAL OUTLET          |
|  | = ELECTRICAL OUTLET AND PUMP |
|  | = STEP                       |

**ABBREVIATIONS**

|     |                   |
|-----|-------------------|
| (D) | = DEED DIMENSION  |
| EO  | = ELECTRIC OUTLET |
| EL  | = ELEVATION       |
| (F) | = FIELD DIMENSION |
| L#  | = LINE NUMBER     |
| (P) | = PLAT DIMENSION  |
| SWK | = SIDEWALK        |
| W/  | = WITH            |

Attachment A  
Page 13 of 17 Pages  
SSL. NO. 520026983

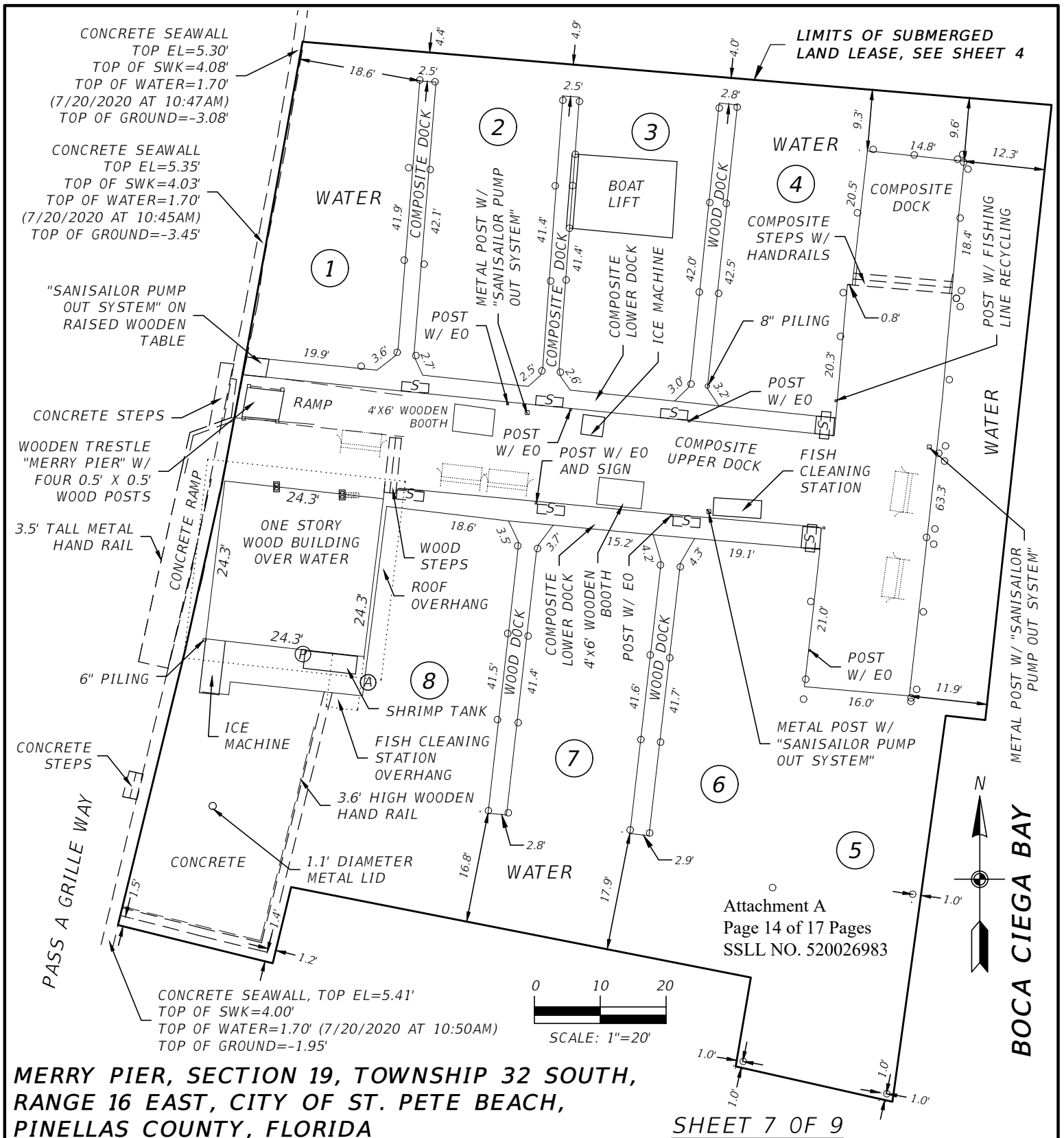
**SHEET 6 OF 9**

DATE: 12/03/2020  
PROJECT NUMBER: 190017  
DRAWN: D. HEATH  
CHECKED: J. SCHWARTZ

**MERRY PIER  
ST. PETE BEACH,  
PINELLAS COUNTY, FLORIDA**



CRIBB PHILBECK WEAVER GROUP, INC. (CPWG)  
3918 N. HIGHLAND AVENUE, TAMPA, FL 33603  
PHONE: (813) 361-2644, FAX: (813) 223-2469  
PROFESSIONAL SURVEYOR & MAPPER  
BUSINESS LICENSE NUMBER: LB8232



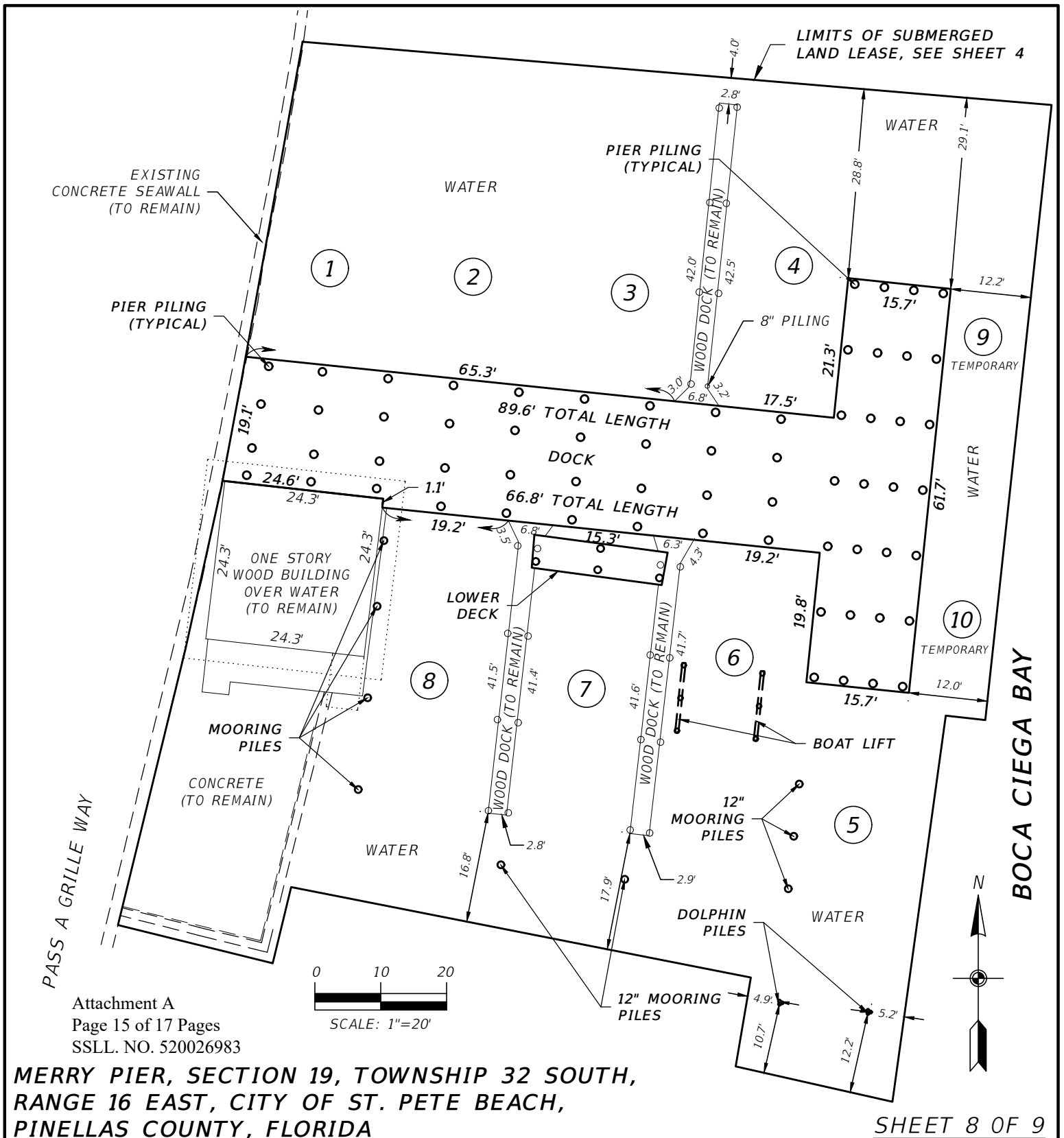
**MERRY PIER, SECTION 19, TOWNSHIP 32 SOUTH,  
RANGE 16 EAST, CITY OF ST. PETE BEACH,  
PINELLAS COUNTY, FLORIDA**

**SHEET 7 OF 9**

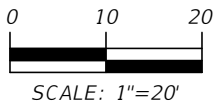
DATE: 12/03/2020  
PROJECT NUMBER: 190017  
DRAWN: D. HEATH  
CHECKED: J. SCHWARTZ

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PINELLAS COUNTY, FLORIDA**

**cpwg**  
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Attachment A  
Page 15 of 17 Pages  
SSLL NO. 520026983



**MERRY PIER, SECTION 19, TOWNSHIP 32 SOUTH,  
RANGE 16 EAST, CITY OF ST. PETE BEACH,  
PINELLAS COUNTY, FLORIDA**

**SHEET 8 OF 9**

DATE: 12/03/2020  
PROJECT NUMBER: 190017  
DRAWN: D. HEATH  
CHECKED: J. SCHWARTZ

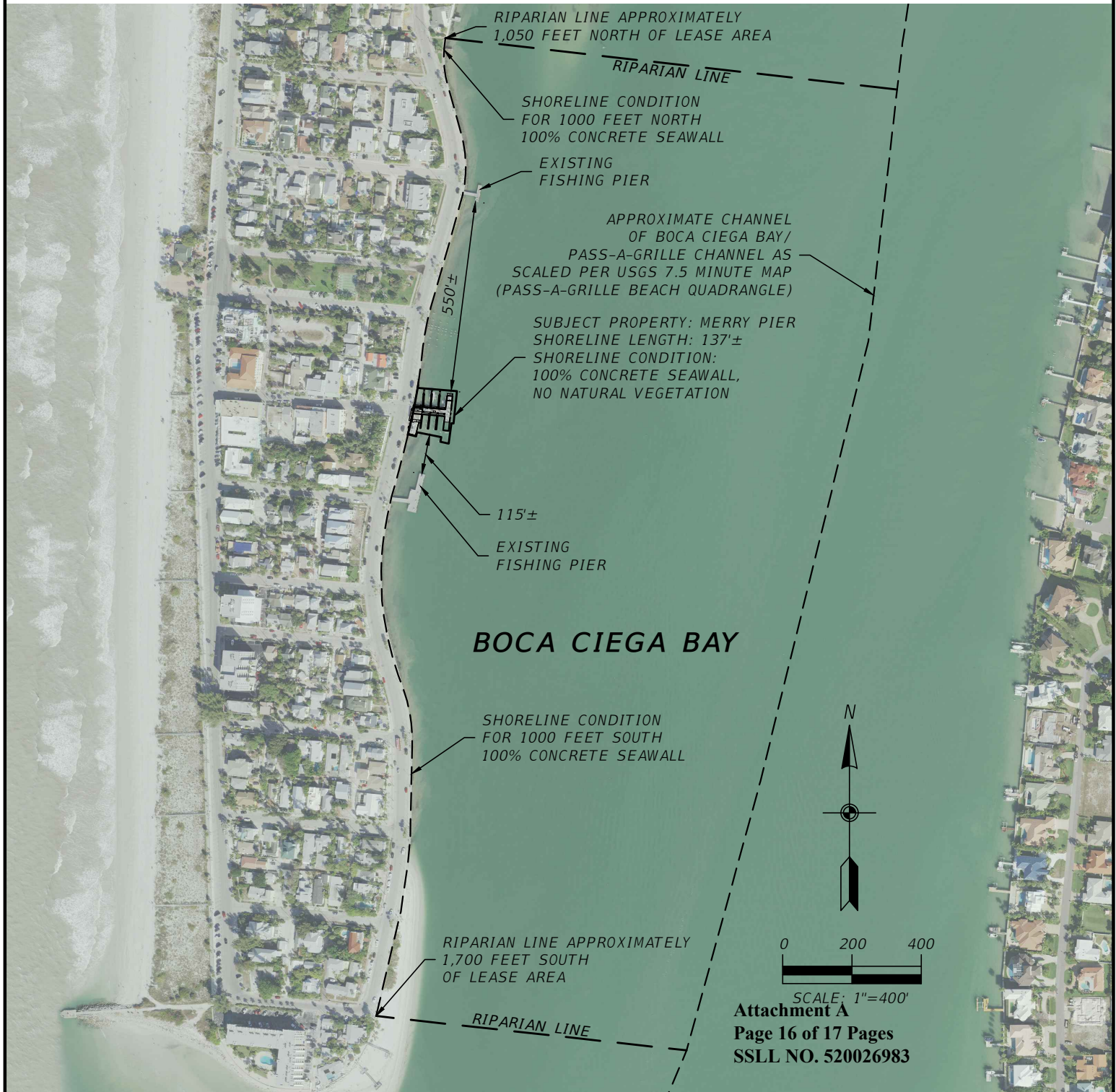
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**MERRY PIER, SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST,  
CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA**



**SHEET 9 OF 9**

DATE: 12/03/2020  
PROJECT NUMBER: 190017  
DRAWN: D. HEATH  
CHECKED: J. SCHWARTZ

**MERRY PIER  
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## This Indenture

O.R. 922 PAGE 447

Whereas said herein the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties herein, the use of the singular number shall include the plural, and the plural the singular, the use of any gender shall include all genders, and, if used, the term "and" shall include all the names herein described of more than one.

Made this 26th day of May A. D. 1960  
Between John L. Ott and Mary Louise Fanelli, as executors  
of the estate of Margaret K. Ott, deceased, and John L. Ott joined by  
his wife, Mary Jane Ott,

Oldham and State of Kentucky, of the County of  
and City of St. Petersburg Beach, a municipal corporation party of the first part,

Pinellas and State of Florida, of the County of  
Witnesseth, that the said party of the first part, for and in consideration of  
the sum of Ten Dollars and other valuable considerations ~~in hand~~  
in hand paid by the said party of the second part, the receipt whereof is hereby acknowl-  
edged, has remised, released and quitclaimed, and by these presents does remise,  
release and quitclaim unto the said party of the second part all the right, title, interest  
claim and demand which the said party of the first part has in and to the following  
described lot, piece or parcel of land, situate lying and being in the County of  
Pinellas State of Florida, to wit:

All their right, title and interest in and to a certain dock  
in front of and eastward from the east end of 7th Street in  
the Town of Pass-a-Grille Beach (now City of St. Petersburg  
Beach) extending outward into the waters of Boca Ciega Bay,  
said dock having been constructed pursuant to a contract made  
and entered into on the 22nd day of November, 1930 by and be-  
tween the Town of Pass-a-Grille Beach, a municipal corporation  
organized under the laws of the State of Florida, and Henry L.  
Ott, joined by his wife, Margaret K. Ott.

This conveyance is made pursuant to the terms of the aforesaid contract  
and is conditioned upon the City of St. Petersburg Beach holding the above  
described property as public property of the City for the general use of  
the public.

To Have and to Hold the same, together with all and singular the  
appurtenances therunto belonging or in anywise appertaining, and all the estate,  
right, title, interest and claim whatsoever of the said party of the first part, either in  
law or equity, to the only proper use, benefit and behoof of the said party of the second  
part.

In Witness Whereof, the said party of the first part has hereunto set his  
hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*  
At Executors of the Estate  
of Margaret K. Ott  
*[Signature]*  
*[Signature]* (Seal)

State of Florida, Kentucky  
County of Oldham

I HEREBY CERTIFY, That on this day personally appeared before me, an officer  
duly authorized to administer oaths and take acknowledgments,

John L. Ott, Mary Louise Fanelli and Mary Jane Ott, as executors  
and individually

to me well known to be the persons described in and who executed the foregoing  
instrument and they acknowledged before me that they  
executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at  
County of Oldham and State of Florida, this 3rd day of May, A. D. 1960.

*[Signature]*  
Notary Public  
My Commission Expires 9/29/61

Attachment B

Page 17 of 17 Pages

SSLL NO. 520026983

# **CITY COMMISSION MEETING CITY OF ST. PETE BEACH**

## **Agenda Report**

**Issue Considered:** First Reading of Ordinance 2021-09: Communication Towers

**Date:** July 27, 2021

**Prepared By:** Matthew McConnell, Assistant City Attorney

**Through:** Dickman Law Firm, City Attorney

**Summary of Issue:** This Ordinance makes substantial modifications to the City's regulations pertaining to communication facilities, with the goal to achieve compliance with 2019 state modifications to the "Advanced Wireless Infrastructure Deployment Act" originally signed into law following the 2017 Florida legislative session. The text modifies existing local regulations on items where the 2019 law alters local regulatory control, prohibits permit fees in certain instances, and specifies limitations and prohibition over local registration and renewal processes, among others, to achieve compliance with state law. These proposed amendments also preserve the authority of the City to regulate the siting, location, aesthetics, and other features of specified communication facilities when they are necessary and permitted for management of the public rights-of-way. Amendments proposed in this ordinance preserve local control when permitted under state law, while achieving compliance with the amended Act.

The subject Ordinance repeals Code of Ordinances Chapter 131 – WIRELESS COMMUNICATION TOWERS AND ANTENNAS, in full, preserving regulations related to administratively-approved uses for antennas on non-tower structures within the replaced Chapter 132. Code of Ordinances Chapter 132 – COMMUNICATION FACILITIES IN THE PUBLIC RIGHTS-OF-WAY is repealed and replaced, including more detailed procedures on permitting and design standards, registration, fees, enforcement, construction bonds, and other items addressed under the 2019 state law modifications.

**Funding:** N/A

**Requested Motion:** I move to approve the First Reading of Ordinance 2021-09.

**Attachments:**            1.    Ordinance 2021-09

## **Ordinance 2021-09**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR THE REPEAL OF ORDINANCE 1997-18 and ORDINANCE 2000-44 RELATED TO WIRELESS COMMUNICATION TOWERS AND ANTENNAS AND CHAPTER 131 – WIRELESS COMMUNICATION TOWERS AND ANTENNAS IN ITS ENTIRETY; THE AMENDMENT OF CODE OF ORDINANCES CHAPTER 132 – COMMUNICATION FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; SECTION 132-1 – PURPOSE; SECTION 132-2 – DEFINITIONS; SECTION 132-3 – REGISTRATION; SECTION 132-4 – PERMIT FOR ANTENNA OR TOWER IN CITY RIGHTS-OF-WAY; SECTION 132-5 – PERMITTING REQUIREMENTS FOR SMALL WIRELESS FACILITIES; SECTION 132-6 – PERMITTING REQUIREMENTS FOR NEW COMMUNICATIONS FACILITIES, WIRELESS FACILITIES, AND WIRELESS SUPPORT STRUCTURES; AND SECTION 132-7 – ACCESSORY EQUIPMENT; PROVIDING FOR THE ADOPTION OF CODE OF ORDINANCES SECTION 132-8 – DISRUPTION, OR TEMPORARY RELOCATION OF COMMUNICATION FACILITIES IN THE RIGHT-OF-WAY; SECTION 132-9 – ABANDONED FACILITIES; SECTION 132-10 – CONSTRUCTION AND RESOTRATION; SECTION 132-11 – PROVISION AND FILING OF AS-BUILT SURVEYS; SECTION 132-12 – ENFORCEMENT OF PERMIT OBLIGATIONS; SECTION 132-13 – INSPECTIONS, ENFORCEMENT, STOP WORK ORDERS, AND REVOCATION OF PERMIT; SECTION 132-14 – GENERAL RESTRICTIONS ON CITY; SECTION 132-15 – PERMITS REQUIRED AND DURATION; SECTION 132-16 – PERMIT PROCEDURES; SECTION 132-17 – DESIGN STANDARDS; SECTION 132-18 – WAIVER OF OBJECTIVE DESIGN STANDARDS FOR SMALL WIRELESS FACILITIES; SECTION 132-19 – ADMINISTRATIVELY APPROVED USES; SECTION 132-20 – APPEALS; SECTION 132-21 – INSURANCE; SECTION 132-22 – CONSTRUCTION BOND; SECTION 132-23 – INDEMNIFICATION; SECTION 132-24 – RESERVATION OF RIGHTS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.**

**WHEREAS**, on July 15, 1997, the City Commission of the City of St. Pete Beach adopted Ordinance 97-18, which created Chapter 131 in the Code of Ordinances.

**WHEREAS**, on October 17, 2000, the City Commission adopted Ordinance 00-44 regarding administratively approved uses and special exception permits as it relates to wireless communication towers and antennas.

**WHEREAS**, the City Commission of the City of St. Pete Beach adopted Ordinance 2018-03 in June, 2018, to establish uniform standards and guidelines consistent with House Bill 687 “Advanced Wireless Infrastructure Deployment Act,” instituted through F.S. 337.401, which preserved authority of local governments to regulate the siting, location, aesthetics, and other matters with respect to Communication Facilities in the public rights-of-way while preventing local prohibition, regulation or charging for collocation of small wireless facilities or the installation, placement, maintenance or replacement of certain micro wireless facilities.

**WHEREAS**, Senate Bill 1000 “Communication Services” became effective in July, 2019, and made extensive changes to items instituted in F.S. 337.401, including altering items under which local governments may not exercise regulatory control, prohibiting election of permit fees in certain instances, specifying limitations and prohibitions over local registration and renewal processes. That bill also addresses the authority of municipalities to regulate the placement and maintenance of communication facilities in the public rights-of-way.

**WHEREAS**, these amendments preserve the authority of local governments to regulate the siting, location, aesthetics, and other matters with respect to specified Communication Facilities that are necessary to the management of the public rights-of-way, with certain alterations.

**WHEREAS**, the City Commission desires to establish uniform standards and guidelines, consistent with the revisions under Senate Bill 1000, for the siting, design, aesthetics and permitting of communication towers, communication antennas, and wireless communication facilities in the City and to establish review procedures to ensure that applications for same are acted upon consistent with state and federal law.

**WHEREAS**, the City Commission believes it is in the best interest of the City to update its Code regarding the wireless communication towers and antennas in order to be in compliance with the Florida Statutes.

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

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

SECTION 2. The Code of Ordinances, City of St. Pete Beach, Florida Chapter 131 is hereby repealed in its entirety.

SECTION 3. The City of St. Pete Beach Code of Ordinances, Chapter 132, Communication Facilities in the Public Rights-of-Way is hereby amended and attached hereto as Exhibit “A.”

SECTION 4. Codification. This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 5. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 6. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,



sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. 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 8. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 9. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 10. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_  
PUBLIC HEARING: \_\_\_\_\_

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

\_\_\_\_\_  
Alan Johnson, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Andrew Dickman, City Attorney

## Exhibit “A”

### Chapter 132 - COMMUNICATION FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

#### Sec. 132-1. – Purpose, ~~intent~~, and scope.

(a) The purpose of this chapter is to adopt specific regulations relating to the use of rights-of-way for the erection of telecommunication antennae or towers and any accessory equipment supporting the same within the city right-of-way, consistent with the Florida Statutes, as amended.

(b) It is the intent of this chapter to require all applicants seeking to obtain a city permit to erect any telecommunication antennae or towers and any accessory equipment supporting the same within the city right-of-way prior to commencing any construction and shall thereafter comply with all applicable terms therein.

(c) In furtherance of these objectives, City of St. Pete Beach shall give due consideration to the comprehensive plan, land development regulations, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas.

#### Sec. 132-2. - Definitions.

For purposes of this chapter, the following words and phrases shall have the meanings respectively set forth below, except where the context clearly indicates a different meaning:

*Abandonment* means the permanent cessation of all uses of a ~~utility~~ communications facility for a period of 90 or more consecutive days; provided that this term ~~shall~~ does not include cessation of all use of a ~~utility~~ communications facility within a physical structure where the physical structure continues to be used. By way of examples, and not limitation, cessation of all use of a cable within a conduit, where the conduit, continues to be used, ~~shall~~ will not be considered abandonment while the cessation of use of a small wireless facility collocated upon an active utility pole will be considered abandonment of the small wireless facility but not constitute abandonment of the active utility pole. Removal of all utilities, including small wireless facilities from a pole and leaving the pole, in whole or in part, will constitute abandonment of the utility pole.

*Antenna* means ~~any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital~~

~~signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals, communication equipment that transits or receives electromagnetic radio frequency signals used in providing wireless services.~~

Applicable codes means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by ordinance that may require a small wireless facility to meet reasonable location, context, color, stealth, and concealment requirements; however, such design standards may be waived by the city upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or that the design standards impose an excessive expense.

Applicant, owner, or permittee shall mean any person requesting a permit to place or maintain facilities in a right-of-way, or who has previously done so.

As-built survey means the final complete drawing(s) in hard copy signed and sealed by a professional surveyor and mapper, as defined in F.S. § 472.005, as amended, and the as-built survey in an electronic format suitable to the city. An as-built survey is a survey performed to obtain horizontal and vertical dimensional data to facilities/improvements in/on/through right(s)-of way and/or land.

\*\*\*

Authority utility pole shall mean a utility pole owned by the Authority in the city rights-of-way. The term does not include a utility pole owned by a municipal electric utility, a utility pole used to support municipally owned or operated electric distribution facilities, or a utility pole located in the city rights-of-way within a retirement community that is deed restricted as housing for older persons as defined in F.S. § 760.29(4)(b), as amended, has more than 5,000 residents, and has underground utilities for electric transmission or distribution.

City manager means the person appointed by the city commission as the chief administrative official for the city or the designated representative thereof.

Collocate, ~~or~~ collocation or co-location means to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. This term does not include the installation of a new utility pole or wireless support structure in the public right-of-way. Co-location upon an existing structure not providing telecommunication services does not convert the structure into a wireless facility.

Communication services shall have the meaning found in F.S. § 202.11, as ~~may be~~ amended-, which includes the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including video services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. The term includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance or routing without regard to whether such service is referred to as voice-over-internet-protocol services or is classified by the Federal Communications Commission as enhanced or value-added. The term does not include:

- (1) Information services.
- (2) Installation or maintenance of wiring or equipment on a customer's premises.
- (3) The sale or rental of tangible personal property.
- (4) The sale of advertising, including, but not limited to, directory advertising.
- (5) Bad check charges.
- (6) Late payment charges.
- (7) Billing and collection services.
- (8) Internet access service, electronic mail service, electronic bulletin board service, or similar online computer services.

\*\*\*

Equipment or facility means any line, conduit or duct, utility pole, transmission or distribution equipment (e.g., an amplifier, power equipment, optical or electronic equipment, a transmission station, switching or routing equipment), cabinet or pedestal, handhole, manhole,

---

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.

vault, drain, location marker, appurtenance, or other equipment or facility associated with communications services located in the city rights-of-way.

Facility means the equipment and property, including but not limited to, any and all such conduits, cables, poles, wires, supports, ducts, fiber, optics, antenna and other structures, equipment, appurtenances and pathways, including wireless facilities, small wireless facilities and micro-wireless facilities, as may be reasonably necessary to be used to provide communications services. Multiple cables, conduits, strands, or fibers located within the same conduit will be considered one communications facility for purposes of this subsection.

\*\*\*

Micro-wireless facility means a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

Monopole means a single self-supporting structure which contains no guy wires and no more than one support column.

Pass-through provider means any person who places or maintains a communications facility in the public rights-of-way and who does not remit tax pursuant to F.S. § 202.19, as amended.

Permit means the right-of-way utilization permit which must be obtained before a person may place or maintain any facility in a city right-of-way.

\*\*\*

Telecommunication antenna or antenna means a mounted ~~device~~ device used for the transmission of telecommunication services of communications services, including but not limited to traditional small cell technology.

\*\*\*

Wireless provider or provider means a wireless infrastructure or wireless service provider.

\*\*\*

Wireless support structure ~~shall~~ means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.



Sec. 132-3. - Registration.

(a) Registration required. Any communications services provider, wireless provider, or wireless infrastructure provider that places or seeks to place facilities in the city rights-of-way shall register with the city.

(b) Registration information. Any communications services provider, wireless provider, or wireless infrastructure provider shall provide the following information to the city in a format acceptable to the city:

- (1) ~~Name of the registrant;~~ The name of the provider under which it will transact business in the city;
- (2) ~~Name, address, telephone number, and electronic mail address of a contact person for the registrant;~~ The address and telephone number of the registrant's principal place of business in the State of Florida and any branch office located in the city or, if none, the name, address, and telephone number of the applicant's national headquarters and its registered agent in Florida;
- (3) ~~The number of the registrant's current certificate of authorization issued by the Florida Public Service Commission, the Federal Communications Commission, or the Department of State; and~~ The name, address, telephone number(s) and email address of the provider's primary contact person and the person to contact in case of an emergency, which telephone number(s) and/or electronic mail must be monitored 24 hours per day, 7 days per week;
- (4) ~~Proof of insurance or self-insuring status adequate to defend and cover claims.~~ The type of communications services that the provider intends to provide within or upon the city's rights-of-way (if more than one, state all that apply) and whether the provider remits tax pursuant to F.S. § 202.1, as amended. If no communication services are to be provided, the provider shall state whether it is a wireless infrastructure provider and/or pass-through provider (refer to section 132-8 for pass through-provider fees and charges);

- (5) A copy of both the provider's Florida Annual Resale Certificate and Certificate of Registration issued by the Florida Department of Revenue to engage in the business of providing communications services in the State of Florida;
- (6) A copy of the provider's certificate of authorization, public convenience and necessity or other similar certification issued by the Florida Public Service Commission, if applicable;
- (7) The number of the provider's certificate of authorization or license to provide communications services issued by the Florida Public Service Commission, the Department, the FCC, or other federal authority, if any;
- (8) A copy of the state corporation registration proving the ability to lawfully conduct business within the State of Florida;
- (9) Evidence of the provider's insurance coverage as required under this chapter;
- (10) Acknowledgment of the indemnity and other provisions of this chapter; and
- (11) Acknowledgment that, should the provider's contact information contained in subsection (b) above change, the provider shall immediately provide written notice to the city of the updated contact information, no later than 24 hours after the change occurs.

(c) The city shall review the information submitted by the provider. If it is found that the provider complied with the requirements in subsection (b) above, the registration will be effective and the city shall notify the provider of the effectiveness of registration in writing. If the city determines that the provider is not in compliance, the city shall notify the provider in writing of the non-effectiveness and denial of registration and the reasons therefore. Denial of registration does not preclude an provider from reapplying or filing subsequent applications for registration under the provisions of this section.

(d) Cancellation. A provider may cancel a registration upon written notice to the city stating that it will no longer place or maintain a facility in the city's right-of-way. A provider cannot cancel a registration if it intends to continue placing or maintaining facilities in the rights-of-way.

(e) Transfer of registration. If a provider transfers, sells or assigns its registration incident to the sale or transfer of the provider's communication facilities located in the public rights-of-way, the transferee, buyer or assignee shall comply with the provisions set forth in this chapter. Written notice of any such transfer, sale or assignment must be provided by the provider to the city within 30 days after the effective date of such transfer, sale or assignment. If the transferee, buyer or assignee is not currently registered with the city, then the transferee, buyer or assignee must register as provided in this section. If any applications for permits are pending under the provider's name as of the date the city receives written notice of the transfer, sale or assignment, then the city shall consider the transferee, buyer or assignee as the new applicant unless otherwise notified by the provider.

(f) Registration amendments. In the event of any change to the information required pursuant to this section, a provider shall advise the city in writing of such changes within 90 days of the effective date.

(g) Registration renewal. No later than October 1<sup>st</sup> of each year, each provider that has previously complied with the registration requirements of this chapter shall submit a registration renewal to the city on a form/format provided by the city every five (5) years.

(h) Involuntary termination of registration.

1. The city may terminate a registration if:

- a. A federal or state authority suspends, denies, or revokes a registrant's certification or license required to provide communication services;
- b. The registrant's placement or maintenance of a communications facility in the rights-of-way presents an extraordinary danger to the general public or other users of the rights-of-way and the registrant fails to remedy the danger promptly after the receipt of written notice; or
- c. The registrant performs substantive and material repetitive violations of any of the provisions of this chapter.

2. Notice of intent to terminate. Prior to termination, the registrant shall be notified by the city with a written notice setting forth all matters pertinent to the proposed termination in action, including the reasons therefore. The registrant shall have thirty (30) days after the receipt of such notice within which to address or eliminate

the reason or within which to present a plan, satisfactory to the city, to accomplish the same. If the city rejects the plan, the city shall provide written notice of such rejection within fifteen (15) days of receipt of the plan to the registrant and shall make a final determination as to termination of the registration and the terms and conditions relative thereto.

3. *Post termination action.* In the event of termination, following any appeal period, the former registrant shall:

a. In accordance with the provisions of this chapter and as may otherwise be provided under state law, notify registrant's communication facilities in the rights-of-way; or

b. Provide the city with an acceptable plan for disposition of its communication facilities in the rights-of-way. If a registrant fails to comply with this subsection, the communication facilities are deemed to be abandoned and the city may exercise any remedies or rights it has at law or in equity. In any event, a terminated registrant shall take such steps as are necessary to render safe every portion of the communications facilities remaining in the rights-of-way. A registrant that has its registration terminated by the city under this section may reapply for registration one year after the termination date of the prior registration, unless otherwise permitted to reapply at the sole discretion of the city.

4. *When removal not authorized or required.* In the event of termination of a registration, this section does not authorize the city to cause the removal of communication facilities used to provide another service for which the registrant or another person who owns or exercises physical control over the communications facilities holds a valid certification or license with the governing federal or state agency, if required, for the provision of such service, and is registered with the city, if required,

(i) *Effect of registration.*

1. An effective registration does not and will not be construed to convey equitable or legal title in the rights-of-way.

2. Providers shall comply with any and all provisions of the Code of Ordinances, including but not limited to, any and all applicable permitting, and design requirements.

3. Providers must have a valid registration in order to apply for and/or obtain permits.

4. Registration does not erase or exempt a provider from having to obtain a (business/occupational) license in accordance with the Code of Ordinances.

~~Sec. 132-4 - Permit or antenna or tower in city rights-of-way~~ Authorization to place and/or maintain communication facilities in the public rights-of-way.

Subject to the terms and conditions of this chapter, any person who complies with the provisions of this section is authorized to place and/or maintain communications facilities, including wireless facilities, or utility poles (placed for support of small wireless facilities) in the public rights-of-way, for the provision of communication services.

~~The city will review the application presented by the applicant and determine whether the proposed antenna or tower will adversely interfere with public safety and usage, including but not limited to: future road improvements, traffic safety setback areas, residential safety setback areas, regional transportation plans, specific projects named in the comprehensive land use plan, drainage projects, utility projects, sidewalks, bike paths/lanes, future signalization, airport operation and/or planned and current pedestrian/bike trails. The city will also determine if the proposed communications tower or antenna complies with this article. If a public project included in a capital improvement plan approved by a governmental entity or otherwise anticipated by the city would be negatively impacted, or if the characteristics of the proposed tower does not comply with this article, the city shall deny the application stating the reasons in writing. In addition to the provisions of chapter 131 of the city's Code of Ordinances titled "Wireless Communication Towers and Antennas," with this section controlling in case of conflict, the application must include the following or it will be denied as incomplete:~~

- ~~(1) — Applicant's legal name, company mailing address, email address and phone number, contact person's name and telephone number, the number of the applicant's current certificate of authorization issued by the Florida Public Service~~



~~Commission, the Federal Communications Commission (FCC) and/or the Department of State;~~

- ~~(2) — Exact location of the proposed installation(s);~~
- ~~(3) — Type/model of antenna(e) or tower(s) to be erected;~~
- ~~(4) — Method of installation (include direction of guy wires if utilized);~~
- ~~(5) — Proposed start time and completion time for installation;~~
- ~~(6) — Means of repairing right of way damage during installation;~~
- ~~(7) — Subject to the requirements of paragraph (13), scaled sketches and plans that depict the exact nature of installation including, but not limited to:
  - ~~a. — Right of way width and road pavement width;~~
  - ~~b. — Location of all other utilities in right of way, including signals;~~
  - ~~c. — Any sidewalks in or near right of way;~~
  - ~~d. — Cross sections to reflect location of tower or antenna;~~
  - ~~e. — Include an aerial map showing the location of the tower and any lines; and~~
  - ~~f. — Show area of work in relation to nearest road intersection, bridge or other physical feature.~~~~
- ~~(8) — Applications shall include a non-expiring \$25,000.00 bond for each new tower. In lieu of individual bonds for each tower, the city may approve a higher cost, one-time, non-expiring bond per application in an amount commensurate with the work proposed in the application.~~
- ~~(9) — Proof of insurance adequate to defend and cover claims, based upon the installation for which the permit is sought, and with the city listed as an additional insured;~~
- ~~(10) — Distance from top of tower(s) to collapsible point(s), if any, and fall radius depicted on aerial photograph or survey;~~
- ~~(11) — Feasibility statement discussing use of camouflage techniques, if possible, and possibility of placing equipment within or against tower(s);~~
- ~~(12) — Demarcation of adjacent zoning designations and description of how the proposed tower(s) conforms to adjacent zoning restrictions;~~
- ~~(13) — Items 1-7 and 10 listed above must be signed and sealed by a professional structural engineer certified in the State of Florida (unless permittee is using exempt~~

employees pursuant to F.S. § 471.003(2)(b)2(d), as may be amended) and, where the antenna(e) is not being co-located on a currently permitted pole, or on the replacement of a currently permitted pole, must include accurate depiction of topographic improvements and the relationship to the actual right-of-way line.

~~Sec. 132-5. Permitting requirements for small wireless facilities.~~

~~For a small wireless facility, a permit is required for (i) each antenna associated with the facility located inside an enclosure of no more than six cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than six cubic feet in volume; or (ii) all other wireless equipment associated with the facility, cumulatively no more than 28 cubic feet in volume.~~

~~(1) — *Alternate location review.* Upon receipt of a permit application to install a small wireless facility, the city shall have 14 days to review the application to determine whether the proposed small wireless facility shall be placed on an alternative structure or may place a new utility pole. In making such a determination, the city shall consider the following objective design standards and reasonable spacing requirements for ground-based equipment:~~

- ~~a. — All small wireless facilities shall use camouflage techniques which incorporate architectural treatment to conceal or screen their presence from public view through design to unobtrusively blend in aesthetically with the surrounding environment.~~
- ~~b. — New and replacement wireless support structures and utility poles that support small wireless facilities shall match the style, design, and color of the existing utility poles in the surrounding area. Further, all wireless support structures and utility poles shall meet current safety standards in applicable codes.~~
- ~~c. — Ground-based equipment boxes for small wireless facilities must be located in areas with existing foliage or another aesthetic feature to obscure the view of the equipment box. Additional plantings may be required to meet this condition. Any new landscaping in the city rights-of-way must be approved~~

by the city, which may require a landscape maintenance agreement to be executed prior to approval.

d. ~~With the exception of electric meters and disconnect switches, equipment such as back-haul components shall not be mounted on the exterior of the pole.~~

e. ~~No exposed wiring or conduit is permitted.~~

f. ~~The grounding rod may not extend above the top of sidewalk and must be placed in a pull box, and the ground wire between the pole and ground rod must be inside an underground conduit.~~

g. ~~All pull boxes must be vehicle load bearing, comply with FDOT Standard specification 635 and be listed on the FDOT approved products list. A concrete apron must be installed around all pull boxes not located in the sidewalk. No new pull boxes may be located in pedestrian ramps.~~

(2) ~~*Alternate location negotiation.* The city may negotiate any alternate location with the applicant. If an agreement is not reached within 30 days after the date the city requests an alternate location, the applicant must notify the city of such non-agreement and the city must grant or deny the original application within 90 days after the date the application was filed. A request for an alternate location, and acceptance of an alternate location, or a rejection of an alternate location must be in writing and provided by electronic mail. Additionally, the design standards may be waived by the city upon a showing by the applicant that the design standards are not reasonably compatible for the particular location of a small wireless facility or that the design standards impose an excessive expense. The waiver shall be granted or denied within 45 days after the date of the request.~~

(3) ~~*Height limitations for small wireless facilities.* The height of small wireless facilities shall not exceed ten feet above the authority utility pole, utility pole, or wireless support structure on which the small wireless facility is to be collocated.~~

(4) ~~*Height of utility poles.* The height of a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same right-of-way, other than a utility pole for which a waiver has previously been granted, measured from grade~~

~~in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the height of the new utility pole shall be limited to 50 feet.~~

- (5) ~~Time for completing completeness review of applications.~~ For applications in which the city does not request use of an alternate location, the city must make a determination as to whether an application is complete within 14 days. If an application is deemed incomplete, the city must specifically identify the missing information. An application is deemed complete if the city fails to provide notification to the applicant within 14 days.
- (6) ~~Applications processed on a nondiscriminatory basis.~~ The city shall process applications on a nondiscriminatory basis. Thus, applications shall be processed on a first-come, first-served basis.
- (7) ~~Time for completing approval or denial.~~ The city shall grant or deny an application within 60 days after receipt of the application. If the city fails to take action on a complete application within 60 days, the application shall be deemed approved. If the city elects not to negotiate an alternate location, the applicant and city may mutually agree to extend the review period. The city shall grant or deny the application at the end of the extended period. The city must approve a complete application unless it violates the city's Land Development Code or Code of Ordinances.
- (8) ~~Effective life of approved permit application.~~ A permit issued pursuant to an approved application shall remain effective for one year unless extended by the city for an additional year. The city may only grant a single extension.
- (9) ~~Notification of approval or denial.~~ The city shall notify an applicant of any approval or denial by electronic mail on the same day a decision is made. If the city denies an application, the denial must state in writing the basis for the denial, including the specific code provisions on which the denial was based. In the event of a denial, the applicant may cure the deficiencies identified by the city and resubmit the application within 30 days after notice of the denial. The city shall approve or deny the revised application within 30 days

after receipt or the application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.

- (10) ~~Consolidated applications.~~ An applicant who seeks to collocate small wireless facilities may, at the applicant's discretion, file a consolidated application and receive a single permit for the collocation of up to 30 small wireless facilities. If the application includes multiple small wireless facilities, the city may separately address small wireless facility collocations for which incomplete information has been received or which are denied. Small wireless facilities or micro wireless facilities shall not be collocated on an authority utility pole or erect wireless support structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association.
- (11) ~~Permitting criteria.~~ The city may deny a proposed collocation of a small wireless facility in the city rights of way if the proposed collocation: a. Materially interferes with the safe operation of traffic control equipment; b. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes; c. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement; d. Materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual; and e. Materially fails to comply with any applicable codes.
- (12) ~~Collocation on authority utility poles.~~ Collocation of small wireless facilities on authority utility poles shall meet the following requirements:
- a. ~~The authority may not enter into an exclusive arrangement with any person for the right to attach equipment to authority utility poles.~~
  - b. ~~The rates and fees for collocations on authority utility poles must be nondiscriminatory, regardless of services provided by the collocating person.~~
  - c. ~~The rate to collocate a small wireless facility on an authority utility pole shall be per pole annually as listed in schedule "A" of the city's Code of Ordinances.~~
  - d. ~~Agreements between the authority and wireless providers that are in effect on July 1, 2017, and that relate to the collocation of small wireless facilities in the city rights of way, including the collocation of small wireless facilities on authority utility poles, remain in effect, subject to application of termination provisions. The~~



~~wireless provider may accept the rates, fees, and terms established under this subsection for small wireless facilities and utility poles that are the subject of an application submitted after the rates, fees, and terms become effective.~~

~~e. A person owning or controlling an authority utility pole shall offer rates, fees, and other terms that comply with this subsection. By the later of January 1, 2018, or three months after receiving a request to collocate its first small wireless facility on a utility pole owned or controlled by the authority, the person owning or controlling the authority utility pole shall make available the rates, fees, and terms for the collocation of small wireless facilities on the authority utility pole which comply with this subsection.~~

~~1. The rates, fees, and terms must be nondiscriminatory and competitively neutral and must comply with this subsection.~~

~~2. For an authority utility pole that supports an aerial facility used to provide communications services or electric service, the parties shall comply with the process for make ready work under 47 U.S.C. s. 224 and implementing regulations. The good faith estimates of the person owning or controlling the pole for any make ready work necessary to enable the pole to support the requested collocation must include pole replacement if necessary.~~

~~3. For an authority utility pole that does not support an aerial facility used to provide communications services or electric service, the authority shall provide a good faith estimate for any make ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after written acceptance of the good faith estimate by the applicant. Alternatively, the authority may require the applicant seeking to collocate a small wireless facility to provide a make ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make ready work. If pole replacement is required, the scope of the make ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The authority may not condition or restrict the manner in which the applicant obtains, develops, or provides the~~

~~estimate or conducts the make-ready work subject to usual construction restoration standards for work in the city rights-of-way. The replaced or altered utility pole shall remain the property of the authority.~~

- ~~4. An authority may not require more make-ready work than is required to meet applicable code or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to communications services providers other than wireless services providers for similar work and may not include any consultant fee or expense.~~

~~Sec. 132- 65. - Permitting requirements for new communications facilities, wireless facilities, and wireless support stru~~ct~~s~~ Existing communications facilities in public rights-of-way.

Providers with communication facilities in the public rights-of-way shall comply with the provisions of this section. A provider with a facility in the right-of-way as of the effective date of this section has until October 1, 2022, to comply with the provisions of this chapter, including but not limited to registration, or be in violation thereof.

- ~~(a) *Permits required.* In addition to a right of way utilization permit, new communications facilities, wireless facilities, and wireless support structures in city rights-of-way shall meet the following permitting requirements, as determined by the city using best professional judgment, which may include consultation with the city engineer or other appropriate city staff:~~

~~(1) All new communications facilities, wireless facilities, and wireless support structures shall be located to avoid any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise create safety hazards to pedestrians, bicyclists, or motorists.~~

~~(2) New communications facilities, wireless facilities, and wireless support structures shall avoid being placed in a city rights-of-way of a residential zone district, as defined in the land development codes of the city, to the greatest extent possible. An applicant shall demonstrate through an engineering analysis why it is unable to locate new communications~~

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

~~facilities, wireless facilities, and wireless support structures outside a residential zone district.~~

- ~~(3) — New communication facilities, wireless facilities, and wireless support structures shall be located on non local roadways to the greatest extent possible. An applicant shall demonstrate through an engineering analysis why it is unable to locate the proposed communication facilities, wireless facilities, and wireless support structures in such areas instead of on local roadways and alleyways.~~
- ~~(4) — New communication facilities, wireless facilities, and wireless support structures shall maintain a clear zone from the back of curb to the inward edge of a communication facility, wireless facility, or wireless support structure. Unless otherwise determined by the city, a minimum six foot wide pedestrian clear zone between the back of curb and the outward edge of a communications facility, wireless facility, or wireless support structure.~~
- ~~(5) — New communication facilities, wireless facilities, and wireless support structures shall be located at least ten feet from a driveway and at least 30 feet from the center of existing trees with matured diameter of eight inches or greater.~~
- ~~(6) — The size and height of new communication facilities, wireless facilities, and wireless support structures in the city rights of way shall be no greater than the maximum size and height of any other utility pole, communications facility, wireless facility or wireless support structure located in the city rights of way within 250 feet of the proposed structure.~~
- ~~(7) — New communication facilities, wireless facilities, and wireless support structures shall be placed along common side lot lines and not in front of residences, buildings, or places of business.~~
- ~~(8) — Any new proposal to construct a new communication facility, wireless facility, or wireless support structure must be collocated. The city may waive this requirement only if the applicant can demonstrate to the city why the services cannot be collocated on an existing communication facility, wireless facility, wireless support structure, or utility pole in the city rights of way.~~

- (b) ~~Design requirements.~~ New communications facilities, wireless facilities, and wireless support structures shall meet the following design requirements:
- (1) ~~All communication facilities shall use camouflage techniques which incorporate architectural treatment to conceal or screen their presence from public view through design to unobtrusively blend in aesthetically with the surrounding environment.~~
  - (2) ~~New and replacement poles that support communication facilities shall match the style, design, and color of the existing poles in the surrounding area. Further, all poles shall meet current safety standards such as using breakaway connections and the like.~~
  - (3) ~~Ground-based equipment boxes must be located in areas with existing foliage or another aesthetic feature to obscure the view of the equipment box. Additional plantings may be required to meet this condition. Any new landscaping in the city rights-of-way must be approved by the city, which may require a landscape maintenance agreement to be executed prior to approval.~~
  - (4) ~~With the exception of electric meters and disconnect switches, equipment such as back-haul components shall not be mounted on the exterior of the pole.~~
  - (5) ~~No exposed wiring or conduit is permitted.~~
  - (6) ~~The grounding rod may not extend above the top of sidewalk and must be placed in a pull box, and the ground wire between the pole and ground rod must be inside an underground conduit.~~
  - (7) ~~All pull boxes must be vehicle load bearing, comply with FDOT standard specification 635 and be listed on the FDOT approved products list. A concrete apron must be installed around all pull boxes not located in the sidewalk. No new pull boxes may be located in pedestrian ramps.~~
- (c) ~~Written application requirements.~~ No permit shall be issued unless an applicant submits a written application to the city in accordance with this chapter. An application for a permit shall be filed in the form and manner specified by the city (e.g., the city may require that any or all parts of such requests be filed in an electronic form of the city's choosing and contain such information as may be required by the city, including, at a minimum, the information contained in this section. The city may require the applicant to provide such

additional information as the city deems necessary to complete its review of a requested permit. At a minimum, the applicant shall submit the following information in its permit application:

- (1) ~~— The name and address of the applicant who is requesting the permit and written evidence that such applicant has legal authority to place, maintain, or remove the equipment or facilities covered by the requested permit in the city rights-of-way and will own and control all such equipment and facilities after completion of construction;~~
- (2) ~~— A description of the functions, dimensions, and proposed locations of all equipment and facilities covered by the requested permit;~~
- (3) ~~— The specific location, depth, dimensions, and length of each proposed new or replacement duct, conduit, or other underground facility and the specific location, depth, dimensions, and height of any utility pole covered by the requested permit;~~
- (4) ~~— A description of the manner in which the work covered by the requested permit is to be undertaken (i.e., proposed construction methods and techniques) and a proposed date for commencement of work and an estimate of the time required to complete all such work;~~
- (5) ~~— A city approved traffic control plan for vehicular and pedestrian traffic in the area to be affected by the proposed work;~~
- (6) ~~— Proof of insurance;~~
- (7) ~~— Identification and description of any utility or other distribution or transmission system to which any equipment or facility covered by the requested permit is to be connected or attached;~~
- (8) ~~— Drawings (in such detail and form as may be specified by the city) which show: (i) city rights-of-way in the area of the proposed construction; (ii) locations of all existing equipment and facilities in the area of proposed construction; (iii) all equipment and facilities to be installed or removed; and (iv) the routes of all transmission and distribution lines to be installed or removed; and (v) the sites of all other equipment and facilities to be installed or removed in the city rights-of-way; and~~

- (9) ~~Construction and/or engineering drawings signed and sealed by a structural engineer (in sufficient detail and form as may be specified by the city to demonstrate structural stability of the communications facilities) which show the locations of all new equipment and facilities in the city which the applicant plans to place in the city rights-of-way in the next 12 months or such other time period as may be specified by the city.~~
- (10) ~~Photographic or video documentation of the condition of the city rights-of-way in the area to be affected by the proposed work preconstruction.~~
- (d) ~~Fees. To the extent allowed by state law, the city is authorized to set reasonable fees and charges for the implementation of this chapter. Such fees shall be set by resolution and incorporated in schedule "A" of the city's Code of Ordinances. Fees charged will completely finance the expenditures of administering this chapter. No permit shall be granted until such time as all applicable fees are paid to the city.~~

Sec. 132-76. - Accessory equipment Permits, generally.

- (a) Prior to the installation, placement, maintenance, and/or removal of any communications facilities, or the start of any other type of construction in the public rights-of-way, a provider shall, pursuant to the requirements of existing or subsequently enacted provisions of this Code of Ordinances, obtain all permits from the city, unless preempted by state or federal law.
- (b) In lieu of permit fees, the city shall impose a local communications services tax pursuant to F.S. 202.19, as amended, to providers authorized to occupy the rights-of-way. The city may increase the total rate for the local communications services tax by an amount not to exceed a rate of 0.12 percent, pursuant to F.S. 337.401, as amended.
- (c) Any communications facilities installed or placed by a provider without first having obtained the permits required by this chapter will be removed within thirty (30) days written notice (electronic or standard mail) by the city to remove the same and in default of compliance with such notice, such communications facilities may be removed by the city. The provider shall be responsible for and pay the cost of the removal.



- (d) In the event that work to be conducted by a provider requires streets, travel or bicycle lanes, sidewalks to be closed or obstructed or the provider deems the trimming, pruning or removal of any trees reasonably necessary to place or maintain its communication facilities and to maintain the integrity and safety of same, it shall obtain all permits from the city and comply with all other such requirements of this Code of Ordinances, state and federal laws.

~~Accessory equipment: All equipment attached to or connected with a co-located antenna or tower must comply with the following standards:~~

- ~~(1) — Equipment boxes located at grade must be located in areas with existing foliage or another aesthetic feature to obscure it from the view, to the greatest extent possible, use camouflaging techniques to blend in with the surrounding area. The application must include a depiction of such camouflaging for approval by the city.~~
- ~~(2) — Equipment boxes at the base of the tower must not exceed 25 cubic feet of volume;~~
- ~~(3) — Equipment mounted to the exterior of a pole shall be a minimum of 12 feet above finished grade, excluding the electric meter and disconnect switch. Each pole mounted equipment component shall be no more than 15 cubic feet in area. The external finish of the equipment cases shall generally match the color of the pole. All mounting and banding fixtures shall also match the color of the pole;~~
- ~~(4) — No exposed wiring or conduit is permitted. Above the electric meter and disconnect switch, all conduit and wiring shall be located inside the pole;~~
- ~~(5) — Electric meters and disconnect switches shall not be located on the side of the pole that faces the sidewalk, or if there is not currently a sidewalk, the area identified by city staff for the preferred placement of any future sidewalk. Conduit leading to the electric meter box and disconnect switch shall generally match the color of the utility pole;~~
- ~~(6) — The grounding rod may not extend above the top of sidewalk and must be Placed in a pull box; and the ground wire between the pole and ground rod must be inside an underground conduit;~~

- ~~(7) — Where feasible, all pull boxes shall be located outside of the sidewalk or pedestrian ramp. A concrete apron must be installed around all pull boxes not located in the sidewalk;~~
- ~~(8) — All pull boxes must be vehicle load bearing, comply with FDOT standard specifications and be listed on the FDOT approved products list;~~
- ~~(9) — Every five years from city permit issuance date, inspection reports must be submitted to the city by the applicant. These inspection reports must certify that the tower has not had any structural degradation and/or that any structural degradation has been rectified. Failure to submit an inspection report within 60 days after the due date will result in the revocation of the permit for non-compliance. The actual inspection must be physically performed within six months prior to the due date.~~

Sec. 132-7. - Pass-through provider fees and charges.

- (a) Pass-through providers shall pay to the city, on an annual basis, an amount equal to \$500.00 per linear mile, or portion thereof, of communications facilities placed and/or maintained in the public rights-of-way.
- (b) The amounts charged pursuant to this section are based on the linear miles of public rights-of-way where communications facilities are placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers.
- (c) The city shall discontinue charging pass-through provider fees at such time the provider begins remitting tax pursuant to F.S. § 202.19, as amended. Any annual amounts charged will be reduced by a prorated portion of any 12-month period during which the provider remits said tax.
- (d) Annual fees are due on October 1<sup>st</sup> of each year.
- (e) If the payments required by this section are not made within ninety (90) days after the due date, the city may withhold the issuance of any permits to the registrant until the amount past due is paid in full.

Sec. 132-8. - Disruption, or temporary relocation of communication facilities in the right-of-way.

- (a) *Disruption.* A provider shall not design, place, or maintain its communication facilities in a manner that will, in any way, disrupt, displace, damage, destroy, or interfere with any of the following:

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

- (1) Any sewer line, storm drainage pipe, gas line, water main, pipe, conduit, wires, fiber-optics, or another providers' facilities (including any cable service provider);
- (2) Any traffic signals, electronic crosswalk signals or facilities of the city's fire department or Pinellas County Sheriffs Office;
- (3) Any facilities of any public entity; or
- (4) Any property belonging to the city or any other person lawfully occupying the public rights-of-way, without first obtaining the consent of and being granted permission by the city.

Any provider who does not comply with the requirements above shall bear all responsibility and costs resulting from any such conduct and shall pay such costs upon demand.

(b) Relocation.

- (1) In the event of any widening, repairs, installation, construction, or reconstruction by or for the city, of any city road within the right-of-way in which the provider has constructed any facility, the provider shall locate, move, remove, or relocate such facility as may be required for the public convenience as and whenever specified by the city and at the provider's own expense. The same duty to locate, move, remove, or relocate applies if a facility is determined to be unreasonably interfering in any way with the convenient, safe, or continuous use of the right-of-way, or with the maintenance, improvement, extension or expansion of the public road, pursuant to F.S. § 337.403, as amended. Relocation required for private developers will be reimbursed by the developer, as such is not a city project.
- (2) When relocation is required under this section, city-owned and maintained facilities must be given priority in establishing new facilities alignments within the right-of-way.
- (3) The term "locate" as used above in subsection (b)(1):
  - a. Applies only to underground facilities.

- b. Requires exposure of an underground utility facility so that the location can be accurately surveyed in compliance with applicable topographic land survey standards.
  - c. In lieu of exposing an underground utility facility, as referenced in the above section (b), underground detection devices may be used to accurately locate the facility as long as the same survey standards are met.
  - d. Requires timely performance of facility owner to supply location information within ninety (90) days from written notice from the city.
  - e. Requires location data to be supplied in writing, drawings, graphic, or computer files. All data must be certified by a professional land surveyor indicating location information meets land survey standards.
- (4) Nothing in this chapter prohibits facility owners from contracting with other qualified firms for performance of these activities.
- (5) If a person fails to commence removal or relocation of its facilities as designated by the city, within the time specified in the city's removal order, or if a person fails to timely complete such removal, including all associated restoration of the right-of-way, the city has all rights of action specified under F.S. § 337.403, as amended, including, but not limited to, removal of the facilities at the permittee's cost and expense, by another person, city staff or its contractor; and all available remedies under the sureties, at law or equity.
- (c) Temporary raising or lowering, relocation and removal. A provider shall temporarily raise or lower its facilities to accommodate temporary encroachments or movements in, on, over, or across the public rights-of-way, subject to the following:
- (1) Upon request of any person holding a valid building or moving permit from the city granting permission for such temporary encroachment or movement, the person requesting the temporary raising or lowering of facilities shall be responsible for the following:
    - a. Any costs associated with the temporary raising or lowering of facilities;  
and

- b. Contracting and coordinating with the provider, in advance of the temporary encroachment/movement, to ensure the temporary relocation of the provider's facilities is completed in a timely and cooperative manner.
- (2) The city is neither subject to, nor liable for any such expense performed by the city or its contractors.
- (3) In the event the city requires a provider to adapt or conform any portion of such provider's communications facilities, or in any way to alter, temporarily or permanently relocate or to change any portion of same to enable any other person to use a public rights-of-way, such provider must be reimbursed by the person desiring or prompting such change for any loss, cost or expense caused by or arising out of such change, alteration or relocation.

Sec. 132- 9. - Abandoned facilities.

- (a) A provider who abandons a facility in the public right-of-way shall notify the city manager, or designee, within ninety (90) days.
- (b) The city may direct the provider by written notice to remove all or any portion of such abandoned facility, where feasible, at the provider's sole expense if the city determines that the abandoned facility interferes with the public health, safety or welfare, which includes, but is not limited to, a determination that such facility may:
  - (1) Compromise safety for any right-of-way user;
  - (2) Prevent another provider from placing or maintaining facilities; or
  - (3) Create a maintenance condition disruptive to the use of the right-of-way.
- (c) In the event that the city manager, or designee, does not direct the removal of the abandoned facility, the provider, by its notice of abandonment, consents to the alteration, use, or removal of all or any portion of the facility by another provider or the city.
- (d) If the provider fails to remove all or any portion of an abandoned facility as directed by the city manager, or designee, within a reasonable time-period, the city may perform such removal and charge all costs of the removal against the provider.

- (e) The city may independently establish that a communications facility has been abandoned. In reaching such determination, the city may request documentation and/or affidavits from the provider regarding the active use of the facility. If the provider fails to provide the requested documentation within thirty (30) days, a rebuttable presumption exists that the provider has abandoned the communications facility. If the city manager determines that a facility was abandoned, it may take any of the steps listed above.

Sec. 132- 10. - Construction and restoration.

- (a) City projects. For work done in advance of or as part of a city project, it is required that prior to the placement or maintenance of facilities in the right-of-way, a provider shall conduct a subsurface utility engineering (SUE) study on the proposed route of construction or expansion, all at provider's expense. A SUE study consists of, at a minimum, completion of the following tasks:
- (1) Secure all available "as-built" plans, plats and other location data indicating the existence and approximate location of all underground facilities along the proposed construction route;
  - (2) Visibly survey and record the location and dimensions of any above-ground features of all underground facilities along the proposed construction route, including but not limited to manholes, value boxes, utility boxes, posts and visible street cut repairs;
  - (3) Plot and incorporate the data obtained from completion of the tasks described above on the provider's proposed street maps, plan sheets, and computer aided drafting and design (CADD) files, or in such other electronic format as maintained by the provider which is acceptable to the city manager, or designee;
  - (4) Determine and record the presence and approximate horizontal location of all underground facilities in the right-of-way along the proposed system route utilizing surface geophysical designating techniques such as electromagnetic, magnetic and elastic wave locating methods;
  - (5) Where system design and the location of underground facilities appear to conflict on the updated system route maps, plans and Computer Aided Design



and Drafting (CADD) (or acceptable alternative) files, utilize non-destructive digging methods, such as vacuum excavation, at the critical points identified to determine as precisely as possible, the horizontal, vertical and spatial position, composition, size and other specifications of the conflicting underground facilities. A provider shall not excavate more than a 200 millimeter by 200 millimeter (eight inches by eight inches) hole in the right-of-way to complete this task;

- (6) Plot, incorporate and reconcile the data obtained by completion of these tasks with the updated route maps, system plans and CADD (or acceptable alternate) files;
- (7) Based on all of the data collected upon completion of these tasks, adjust the proposed system design elevations, horizontal and vertical locations to avoid the need to relocate other underground facilities;
- (8) Copy to city. Upon completion of the SUE, the provider shall record all of the data collected into a CADD file, or acceptable alternate, compatible with that used by the city and deliver a copy to the city manager, or designee; and
- (9) Qualified firm. All subsurface utility engineering studies conducted pursuant to this section must be performed by a firm specializing in SUE work that is approved by the city manager or may be performed by the provider's agents or employees, if qualified.

(b) Provider Projects.

- (1) Coordination of work. Upon request of the city, provider may be required to coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable timeframe in the subject public rights-of-way, and provider may be required to reasonably alter its placement or maintenance schedule as necessary so as to minimize disruptions and disturbances in the public rights-of-way. Within the public rights-of-way, every provider shall make space available in its trench and/or conduit to other providers consistent with the federal requirements of 47 U.S.C. § 224. Every provider shall utilize existing conduits,

pathways and other facilities whenever possible, and shall not place or maintain any new, different, or additional poles, conduits, pathways and other facilities whenever possible, whether in the public rights-of-way or on privately-owned property, until written approval is obtained from the city or other appropriate governmental authority and, where applicable, from the private property owner.

- (2) *Protection of facilities.* A provider shall not place or maintain its facilities so as to interfere with, displace, damage or destroy any facilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities lawfully occupying the rights-of-way.
- (3) *Least disruptive technology.* All construction or maintenance of facilities must be accomplished in the manner resulting in the least amount of damage and disruption of the right-of-way, subject to economic and technical feasibility.
- (4) *As-built.* Upon completion of each permitted construction activity, the provider shall provide the city with accurate "as-built" drawings of the facilities as installed, in accordance with Section 132-12 of the Code of Ordinances.
- (5) *Right-of-way restoration.* A provider shall, at its own cost and without delay, restore (replace/repair) the public right-of-way to its original condition, in compliance with the minimum city technical standards, after completion of placement or maintenance of its facility(ies) therein. If the provider fails to commence such restoration within thirty (30) days following the completion of such placement and/or maintenance and complete such work within ninety (90) days, the city may perform such restoration and charge the costs of the restoration to the provider in accordance with F.S. § 337.402, as amended. The provider shall, to the satisfaction of the city, maintain and correct any restorations made pursuant hereto, for a period of 18 months following the date of its completion. Upon written notice from the city regarding any failure to comply with this subsection, failure to remedy within thirty (30) days of such notice will be sufficient grounds for denial of any future rights-of-way permits for the placement and/or maintenance of communications facilities.

- (6) The provider is responsible for any damage resulting from placement or maintenance of its facilities. This responsibility covers not only city property, but facilities lawfully placed or maintained by other providers, and includes damage caused by service interruptions or failure of the provider's facilities to function properly.

Sec. 132- 11. - Provision and filing of as-built surveys.

Within sixty (60) days after completion of any placement of a communications facility in the public rights-of-way, the provider shall submit to the city the as-built survey(s), at its expense, showing the final location of such facility in the public rights-of-way, to the city. For maintenance of a communications facility which alters the configuration and/or location of such facility as depicted/described in the as-built survey on file with the city, then a new as-built survey must be filed. Such survey(s) will be filed with the city and included as part of the right-of-way permit record that was issued for the work performed. Failure of the provider to submit the required as-built survey(s) in a timely manner may cause the subject permit to be revoked and is sufficient grounds for the city to deny the issuance of any future right-of-way permits to the provider.

Sec. 132- 12. - Enforcement of permit obligations.

(a) Work done without a permit.

(1) Emergency situations.

- a. Each provider shall immediately notify the city manager, or designee, of any event regarding its facilities which it considers to be an emergency. The provider may proceed to take whatever actions are necessary in order to respond to the emergency. The provider may be required to obtain an "After-the-fact" permit within ten (10) business days following the emergency work or submit revised as-built drawings, where excavation is required.
- b. In the event that the city becomes aware of an emergency regarding a provider's facilities, the city shall attempt to contact the local representative of each provider or person affected, or person potentially affected by the emergency. In any event, the city manager, or designee,

may take whatever reasonable action it deems necessary in order to respond to the emergency, the provider whose facilities occasioned the emergency will bear the cost of such reasonable actions.

c. Except for acts of willful misconduct or gross negligence and to the extent permitted by applicable law, neither the city nor its officials, consultants, agents, or employees have any liability to the provider for any claims, damages, costs, expenses, or losses resulting from the city's breakage, removal, alteration, or relocation of any facility which arose out of or in connection with any emergency situation or, in the sole discretion of the city manager, or designee, deemed necessary to facilitate any public works project, public improvement, alteration of a city structure, change in the grade or line of any public right-of-way, or the elevation of any public right-of-way, or was found by the city commission to be in the best interest of the health, safety or general welfare of the public.

(2) Non-emergency situations. Except in the case of an emergency, any person who obstructs or excavates a right-of-way without a permit must subsequently obtain a permit, pay five (5) times the normal fee for said permit (if applicable), pay five (5) times all the other fees required by the Code of Ordinances, deposit with the city the fees necessary to correct any damage to the right-of-way, and comply with all of the requirements of this chapter.

Sec. 132- 13. - Inspections, enforcement, stop work orders, and revocation of permit.

(a) Inspection/stop work orders.

(1) Within one (1) week prior to the time the work under any permit hereunder is to commence, the provider shall notify the city manager, or designee, to ensure a mutual agreement as to the work to be done.

(2) Within one (1) week of the time the work under any site specific permit hereunder is completed, the provider shall notify the city manager, or designee.

- (3) The provider shall make the work site available to the city's inspector and to all others authorized by law for inspection at all reasonable times during the execution and upon completion of the work.
- (4) The city's inspector may issue an order to the provider for correction of any work that does not conform to the applicable standards, permit conditions or codes. Failure to correct the violation may result in the issuance of a red tag or be cause for revocation of the permit.
- (5) Work on any facility within the right-of-way that is being done contrary to the provisions of this chapter, or the terms and conditions of the permit, may be immediately stopped upon the following conditions:
- a. In an emergency situation that may have a serious effect on health or safety;
  - b. When irreversible or irreparable harm may result, in the reasonable opinion of the city manager, or designee, and immediate cessation of the activity is necessary to protect the public and the right-of-way. The city shall provide written notice to the provider or the person performing the work, and the notice must state the conditions under which work may be resumed. Verbal notice will be sufficient in emergencies and written notice will follow. Written notice must be by hand delivery, electronic or standard mail, and may be posted at the job site, and given to the person performing the work and/or provider. Upon issuance of a stop work order, the cited work must immediately cease. The stop work order must state the reason for the order and the conditions under which the cited work will be permitted to resume. Where an emergency exists, verbal notice by the city manager, or designee, will be sufficient to require the stoppage of work; or
  - c. Any person who actively continues any work after having been served with a stop work order, except such work as that person is directed by the city to remove a violation or unsafe condition, will be subject to

penalties as provided in section 1-14. The city retains all available legal remedies to abate the work.

- (6) The inspection or permitting by the city of work under this chapter shall not be construed as a warranty of the adequacy of performance or of the accuracy of information provided in the permit application by the provider. The provider retains full responsibility for information provided and the provider retains full responsibility for work performed at all times.

(b) Revocation of permits.

- (1) Permittee held permits issued pursuant to the Code of Ordinances is a privilege and not a right. The holder of a permit does not possess a vested right to maintain its facilities in a particular location, nor may the rights of the provider be construed to be an interest in real property of a property right subject to constitutional protection.
- (2) The city reserves the right, as provided herein, to revoke any permit, without refunding any fees, in the event of a substantial breach of the terms and conditions of any statute, ordinance, rule or regulations or any condition of the permit. A substantial breach by providers includes, but is not limited to the following:
- a. The violation of any material provision of the permit;
  - b. Any misrepresentation or fraud made or committed in the application for a permit or registration process;
  - c. Failure to promptly renew the registration or the ineffectiveness of registration;
  - d. The failure to maintain the required sureties or insurance;
  - e. The failure to obey a city directive to correct, relocate or remove an installation or facility in order to address a condition identified in this chapter; and
  - f. Suspension or revocation of a required federal or state certification or license.



- (3) Except in an emergency which could endanger health or safety, the city manager, or designee, shall issue a written notice to the provider of the breach, which must include the corrective actions to be taken by the provider and the time allowed for corrective action. In an emergency, no notice is required, and the city may take all such steps it deems necessary to safeguard the public.
- (4) In addition, the city can pursue all other lawful actions, including the filing of a complaint with the public service commission, the filing in any appropriate court for an injunction seeking enforcement of the terms of this chapter or the permit or to enjoin any use of the right-of-way.

Sec. 132-14. - General restrictions on city.

Pursuant to F.S. § 337.401(7), as amended, the city shall adhere to the requirements set forth below, regarding applications for right-of-way permits for small wireless facilities and micro-wireless facilities, subject to this chapter. Refer to additional requirements set forth in the respective sections noted below.

- (a) Small wireless facilities collocation application for collocation on existing, non-city poles (refer also to section 132-17).
  - (1) The city may not directly or indirectly require a wireless provider applicant to perform services unrelated to the collocation for which approval is sought, such as in-kind contributions to the city, including reserving fiber, conduit, or pole space for the city;
  - (2) A wireless provider applicant may not be required to provide more information to obtain a permit than is necessary to demonstrate said applicant's compliance with applicable codes for the placement of small wireless facilities in the locations identified in the small wireless facilities collocation application;
  - (3) The city may not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole; and
  - (4) The city may not limit the placement of small wireless facilities by minimum separation distances; however, the city may require reasonable spacing requirements for ground-mounted equipment.

- (b) Small wireless facilities collocation application for new non-city utility pole to support small wireless facilities (refer also to section 132-17). The applicable requirements are set forth in subsection (a) above.
- (c) Small wireless facilities collocation application for collocation on city pole (refer also to section 132-17). Refer to the requirements set forth in subsection (a) above.

Sec. 132- 15. - Permits required and duration.

(a) Permits required.

- (1) Pursuant to the requirements of this chapter, any use of the public rights-of-way requires a right-of-way permit, with the exception of the activities specifically listed below:
  - a. Emergency actions, with the city reserving authority to require an after-the-fact permit;
  - b. Routine maintenance and/or repair of communications facilities and/or utility poles authorized to be located within the public rights-of-way;
  - c. Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or
  - d. Installation, placement, maintenance, or replacement of micro-wireless facilities that are suspended on cable strung between existing utility poles in compliance with applicable codes by or for a provider authorized to occupy the rights-of-way and who is remitting taxes pursuant to F.S. § 202.19, as amended.
- (2) Notwithstanding this section, the city may require a right-of-way permit for work that involves excavation (regardless of time needed to perform such activity(ies) or closure of a sidewalk and/or vehicular lane(s)).
- (3) Emergency action. Any person who performs work in the public rights-of-way in connection with an emergency action without a permit shall immediately notify the city of the emergency action. The person shall cease all work immediately upon completion of emergency action. The person shall also cease all work immediately upon receipt of a city stop work order determining the

situation does not involve an emergency or that the emergency action is no longer warranted.

- (b) Permit duration. Unless revoked by the city pursuant to this chapter, canceled or withdrawn by the wireless provider applicant, or otherwise nullified by a court of law with jurisdiction over such matters, a right-of-way permit issued pursuant to this chapter will remain effective for a maximum of one (1) year. Extensions of time beyond the initial one (1) year period may be requested by the wireless provider applicant and granted in no more than three (3) month increments, at the discretion of the city manager or designee.

Sec. 132-16. - Permit Procedures.

- (a) Generally.

(1) Pursuant to the requirements of this chapter, F.S. § 337.401, as amended, and applicable federal law, providers may place and maintain wireless facilities, small wireless facilities, and micro-wireless facilities within public rights-of-way, subject to the specific permit requirements and procedures.

(2) Prior to submitting a consolidated small wireless facilities collocation application, unless otherwise determined by the city, the wireless provider applicant is invited to schedule and attend a pre-application meeting with the city, in order to determine the scope of the request, efficient processing schedule, and what documentation will be necessary to support said application.

- (b) Permit for collocation of small wireless facilities on existing non-city utility pole. As part of any permit application to collocate a small wireless facility application on an existing, non-city utility pole, a wireless provider applicant shall include with the small wireless facility collocation (SWFC) application submittal, at a minimum, the information described below. SWFC applications that propose replacing existing, non-city poles, will be accepted and processed by the city, in accordance with subsection (c) below.

(1) Minimum application submittal requirements. No permit shall be issued unless a wireless provider applicant submits a written application to the city, in accordance with this chapter. A SWFC application for a permit shall be filed

in the form and manner specified by the city, (such as in an electronic form acceptable to the city) and contain such information as may be required by the city, including, at a minimum, the information contained in this section. The city may require the wireless provider applicant to provide such additional information as the city deems necessary to complete its review of a requested permit. Pursuant to F.S. § 337.401(7)(d)(2), as amended, the city shall not require a wireless provider applicant to provide more information than is necessary to demonstrate compliance with applicable codes. At a minimum, the wireless provider applicant shall submit the following information in its application:

- a. The name, address, electronic mail address, and phone number (cellular number if available) of the wireless provider applicant who is requesting the permit and written evidence that such wireless provider applicant has legal authority to place, maintain, or remove the equipment or facilities covered by the requested permit in the public rights-of-way and will own and/or control all such equipment and facilities after completion of construction;
- b. A description of the facilities/equipment, dimensions, and proposed locations of all equipment and facilities covered by the requested permit;
- c. The specific location, depth, dimensions, and length of each proposed new or replacement duct, conduit, or other underground facility and the specific location, depth, dimensions, and height of any utility pole covered by the requested permit, to the extent necessary to demonstrate compliance with applicable codes;
- d. A description of the manner in which the work covered by the requested permit is to be undertaken (i.e., proposed construction methods and techniques) and a proposed date for commencement of work and an estimate of the time required to complete all such work;

- e. A city-approved maintenance-of-traffic plan for vehicular, bicycle, and pedestrian traffic in the area to be affected by the proposed work (including a construction schedule and completion date);
- f. Proof of insurance, acknowledgment of indemnification, and construction bond(s);
- g. Identification and description of any utility or other distribution or transmission system to which any equipment or facility covered by the requested permit is to be connected or attached;
- h. Sufficient specificity demonstrating compliance with the Florida Building Code, most current edition, specifically including but not limited to terms of compliance with the high velocity zone criteria specified therein;
- i. The global positioning system (GPS) coordinates of the proposed facility. The GPS coordinates must be based on the reading from a handheld mobile GPS unit set to Datum NAD 83 and WGS 84. GPS coordinates based on Google Earth or similar software application may be used where areas of shading occur due to overhead canopy. GPS coordinates must be provided in decimal degrees at a six (6) decimal point precision;
- j. Engineering drawings signed and sealed by a structural engineer, which depict:
  - 1. Details and specifications that demonstrate compliance with applicable codes;
  - 2. Public rights-of-way in the affected area of the proposed construction;
  - 3. A survey of locations of all existing equipment and facilities in the area of proposed construction;
  - 4. All equipment and facilities to be installed and/or removed;
  - 5. The routes of all transmission and distribution lines to be installed or removed; and

6. The sites of all other equipment and facilities to be installed or removed in the public rights-of-way.
- k. Proof of pole attachment agreement and/or letter of authorization for pole attachment from pole owner or authorized agent;
- l. Payment of all uncontested money past due to the city for:
  1. Prior and current construction permits issued to applicant;
  2. Any loss, damage, or expense suffered by the city as a result of applicant's prior construction in the right-of-way or any emergency actions taken by the city; and
  3. Any use agreement, license, or franchise issued to the applicant.
- m. Photographic or video documentation of the pre-construction condition of the public rights-of-way in the area by the proposed work;
- n. A restoration plan and a good faith estimate of the cost of restoration of the public rights-of-way. Such good faith estimate may be accepted by the city manager, or designee, unless the city determines such estimated costs are not representative of the actual costs of the restoration of the public rights-of-way. Estimates of the cost to restore the public rights-of-way shall include all costs necessary to restore the public rights-of-way to its original condition, in compliance with minimum city technical standards. Such good faith estimate may include, but are not to be limited to, costs to restore the paving, curbs/gutters, sidewalks, multi-purpose trails, and landscaping. All planted or naturally occurring shrubbery or vegetation, including sod and/or other ground cover, damaged or destroyed during work in the public rights-of-way must be replaced. Any tree pruning and/or removal approved as part of the permit must not be considered damage or impairment to be restored to the original condition, provided the provider complies with the approved mitigation plan and American National Standards Institute (ANSI) pruning standards, as applicable; and

- o. Design standards. The wireless provider applicant shall provide a description of and sufficient details and specifications to demonstrate compliance with design standards to be utilized to minimize the visual impacts, in accordance with section 132-17.
- (2) Application quantity. A wireless provider applicant seeking to collocate small wireless facilities may, at said applicant's discretion, file a consolidated SWFC application and receive a single permit for the collocation of up to 30 small wireless facilities.
- (3) Decision and notice for application submittal completeness. Within fourteen (14) days after receiving a SWFC application, the city shall determine and notify the wireless provider applicant by electronic mail as to whether said application is complete.
- a. If the SWFC application is deemed incomplete, the city shall specifically identify the missing information.
- b. If the SWFC application includes multiple small wireless facilities, the city may separately address small wireless facility collocations for which incomplete information has been received.
- c. A SWFC application is deemed complete if the city fails to provide notification to the wireless provider applicant within fourteen (14) days of the application filing date.
- (4) Decision and notice for application (permit issuance/denial). A SWFC application must be processed on a nondiscriminatory basis, and is subject to the following:
- a. A complete SWFC application is deemed approved if the city fails to approve or deny the application within sixty (60) days after receipt of the application.
- b. If the SWFC application includes multiple small wireless facilities, the city may separately address small wireless facility collocations which are denied.



c. The city shall notify the wireless provider applicant of approval or denial by electronic mail. If the SWFC application is denied, the city shall specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the wireless provider applicant by electronic mail. The date the electronic mail is sent will be the date of denial.

d. If the city does not use the 30-day negotiation period provided in subsection (e) below, the parties may mutually agree to extend the 60-day application review period. The city manager, or designee, shall grant or deny the SWFC application at the end of the extended period.

e. The wireless provider applicant may cure the deficiencies identified by the city and resubmit the SWFC application within thirty (30) days after notice of the denial is sent to the wireless provider applicant. The city shall approve or deny the revised SWFC application within thirty (30) days after receipt of application or it will be deemed approved. Any subsequent review will be limited to the deficiencies cited in the denial.

(5) *Alternative location.* Within fourteen (14) days after the date of filing the SWFC application, the city may request that either the proposed location of a small wireless facility be moved to another location in the rights-of-way and placed on an alternative city utility pole (refer to “make ready” provisions), support structure, or request the wireless provider applicant to construct a new utility pole. The city and the wireless provider applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for thirty (30) days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the wireless provider applicant, the wireless provider applicant must notify the city of such acceptance and the application will be deemed granted for any new location(s) for which there is agreement. If an agreement is not reached, the wireless provider

applicant must notify the city of such non-agreement and the city must grant or deny the original SWFC application within ninety (90) days after the date said application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

(6) Permit review criteria.

a. The city shall approve a SWFC application and issue a right-of-way permit to a wireless provider applicant once said applicant has demonstrated compliance with the following nondiscriminatory, objective criteria and applicable codes:

1. The height of a small wireless facility is limited to ten (10) feet above the existing utility pole upon which the small wireless facility is to be collocated.

2. The height for a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same rights-of-way, measured from existing grade. Within 500 feet in any direction, of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the city shall limit the height of the utility pole to 50 feet;

3. The small wireless facilities collocation application must demonstrate compliance with applicable codes, as defined in this chapter, and design standards set forth in section 132-17.

4. The SWFC application demonstrates compliance with the requirements set forth in sections 132-22, 132-23, and 132-24 for insurance indemnification, and construction bonds, if applicable.

5. Airport airspace protections. The small wireless facilities collocation application includes evidence of and statement that any structure to be installed pursuant to this chapter must comply with F.S. ch. 333, as amended, and federal regulations pertaining to airport airspace protections.

b. The city may deny a proposed collocation of a small wireless facility in the public rights-of-way, if the proposed collocation:

1. Materially interferes with the safe operation of traffic control equipment;
2. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes, as specified in Land Development Code Sec. 6.21;
3. Materially interferes with compliance with the Americans with Disabilities Act (ADA) or similar federal or state standards regarding pedestrian access or movement;
4. Materially fails to comply with the 2017 Florida Department of Transportation Utility Accommodation Manual, as amended; or
5. Fails to comply with criteria set forth in subsection (6), Permit Review Criteria above, applicable codes, or design standards set forth in section 132-17.

(c) Permit for new non-city utility pole to support small wireless facilities. As part of any permit application to place a new non-city utility pole to support the collocation of a small wireless facility(ies), a wireless provider applicant shall provide a SWFC application that includes, at a minimum, the information described below. Applications that propose replacing existing non-city poles, will be accepted and processed by the city, in accordance with this section.

(1) Minimum application submittal requirements. No permit will be issued unless a wireless provider applicant submits application to the city, in accordance with this chapter. An application for a permit must be filed in accordance with submittal requirements set forth in subsection (6) below and include the following additional information:

- a. As part of the required construction plans, the survey must also include all utility poles located in the same right(s)-of-way as the proposed pole(s), identifying the height of the existing pole(s) as measured from existing grade, within 500 feet in any direction; and

b. A SWFC application from a wireless infrastructure provider must include an attestation by an officer of the registrant that small wireless facilities will be collocated on the utility pole or structure and will be used by a wireless services provider, to provide service, within nine months after the date the application is approved.

(2) Application quantity. An application to collocate small wireless facilities on a new non-city pole will be limited to one new pole per application, unless otherwise determined by the city during the pre-application conference or in writing.

(3) Decision and notice for application submittal (completeness). Refer to subsection (b)(3) above.

(4) Decision and notice for application (permit issuance/denial). Refer to subsection (b)(4) above.

(5) Alternative location. Within fourteen (14) days after the date of filing the SWFC application, the city may request that the proposed location of a small wireless facility be moved to another location in the rights-of-way and placed on an alternative city utility pole (refer to “make ready” provisions set forth in subsection (d)(7) below, or support structure, or request the wireless provider applicant to place a new utility pole. The city and the wireless provider applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for thirty (30) days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the wireless provider applicant, the wireless provider applicant must notify the city of such acceptance and the SWFC application will be deemed granted for any new location(s) for which there is agreement. If an agreement is not reached, the wireless provider applicant must notify the city of such non-agreement and the city must grant or deny the original SWFC application within ninety (90) days after the date the application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

(6) Permit review criteria.

a. The city shall approve an application and issue a right-of-way permit to a wireless provider applicant once said applicant has demonstrated compliance with the following nondiscriminatory, objective criteria and applicable codes:

1. The height of a small wireless facility is limited to ten (10) feet above the utility pole upon which the small wireless facility is to be collocated;

2. The height for a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same rights-of-way, measured from existing grade. Within 500 feet in any direction, of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the city shall limit the height of the utility pole to 50 feet;

3. The application demonstrates compliance with applicable codes, as defined in this chapter, and design standards set forth in section 132-17;

4. The application demonstrates compliance with the requirements set forth in sections 132-22, 132-23, and 132-24 for insurance, indemnification and construction bonds; and

5. *Airport airspace protections.* The application includes evidence of and statements that any structure to be installed pursuant to this chapter complies with F.S. ch. 333, and federal regulations pertaining to airport airspace protections.

b. The city may deny a proposed collocation of a small wireless facility in the public rights-of-way, if the proposed collocation:

1. Materially interferes with the safe operation of traffic control equipment;

2. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes, as specified in Land Development Code Sec. 6.21;

3. Materially interferes with compliance with the Americans with Disabilities Act (ADA) or similar federal or state standards regarding pedestrian access or movement;

4. Materially fails to comply with the 2017 Florida Department of Transportation Utility Accommodation Manual, as amended; or

5. Fails to comply with criteria set forth in subsection (6), Permit Review Criteria above, applicable codes, or design standards set forth in section 132-17.

(d) Permit for collocation of small wireless facilities on city pole. As part of any permit application to collocate small wireless facilities on a city pole, a wireless provider applicant shall provide a permit application that includes, at a minimum, the information described below:

(1) Minimum application submittal requirements. No permit will be issued unless a wireless provider applicant submits a written application to the city, in accordance with this subdivision. An application for a permit must be filed in accordance with the submittal requirements set forth in subsection (b)(1) above.

(2) Application quantity: An application must be limited to the quantity set forth in subsection (b)(2) above.

(3) Decision and notice for application submittal (completeness). The city shall determine and notify the wireless provider applicant by electronic mail pursuant to the time frames set forth in subsection (b)(3) above.

(4) Decision and notice for application (permit issuance/denial). An application will be processed on a nondiscriminatory basis, subject to the following:

a. Complete application is deemed approved if the city fails to approve or deny the application within sixty (60) days after receipt of the application.

b. If the application includes multiple small wireless facilities, the city may separately address small wireless facility collocations which are denied.

c. The city shall notify the wireless provider applicant of approval or denial by electronic mail. If the application is denied, the city shall specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to said applicant by electronic mail. The date the electronic mail is sent will be the date of denial.

d. If the city does not use the 30-day negotiation period provided herein, the parties may mutually agree to extend the 60-day application review period. The city manager, or designee, shall grant or deny the application at the end of the extended period.

e. The wireless provider applicant may cure the deficiencies identified by the city and resubmit the application within thirty (30) days after notice of the denial is sent to the wireless provider applicant. The city shall approve or deny the revised application within thirty (30) days after receipt or the application is deemed approved. Any subsequent review will be limited to the deficiencies cited in the denial.

(5) *Alternative location.* Within fourteen (14) days after the date of filing the application, the city may request that the proposed location of a small wireless facility be moved to another location in the rights-of-way and placed on an alternative city utility pole (refer to “make ready” provisions set forth in subsection (7), below, support structure, or request the wireless provider applicant to place a new utility pole. The city and the wireless provider applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for thirty (30) days after the date of the request. At the conclusion of the negotiation period, if alternative location is accepted by the wireless provider applicant, said applicant must notify the city of such acceptance and the application will be deemed granted for any new location(s) for which there is agreement. If an agreement is not reached, the wireless provider applicant must notify the city of such non-agreement and the city must grant or deny the original application within ninety (90) days after the date the application



was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

(6) Permit review criteria.

a. The city shall approve an application and issue a right-of-way permit to a wireless provider applicant once said applicant has demonstrated compliance with the following nondiscriminatory, objective criteria, applicable codes, and applicable make-ready provisions (refer to subsection 2. below);

1. The height of a small wireless facility is limited to ten (10) feet above the existing utility pole upon which the small wireless facility is to be collocated;

2. The height for a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same rights-of-way, measured from existing grade, within 500 feet in any direction, of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the city shall limit the height of the utility pole to 50 feet;

3. The application demonstrates compliance with applicable codes, as defined in this chapter, and design standards set forth in section 132-17.

4. The application demonstrates compliance with the requirements set forth in sections 132-22, 132-23, and 132-24 for insurance, indemnification, and construction bonds; and

5. Airport airspace protections. The application includes evidence of and statement that any structure to be installed pursuant to this chapter complies with F.S. ch. 333, and federal regulations pertaining to airport airspace protections.

(7) City make-ready provisions.

a. Pursuant to F.S. § 337.401(7)(f)(5)(b), as amended, for a city-owned utility pole that supports an aerial facility used to provide communications services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. § 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested collocation must include pole replacement, if necessary.

b. Pursuant to F.S. § 337.401(7)(f)(5)(c), as amended, for a city-owned utility pole that does not support an aerial facility used to provide communications services or electric service, the city shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within sixty (60) days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within sixty (60) days after written acceptance of the good faith estimate by the wireless provider applicant.

c. *Make-ready alternative.* Alternatively, pursuant to F.S. § 337.401(7)(f)(5)(c), as amended, the city may require the wireless provider applicant seeking to collocate small wireless facility to provide a make-ready estimate, at said applicant's expense, for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The city may not condition or restrict the manner in which the wireless provider applicant obtains, develops, or provides the estimate or conducts the make-ready work, subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole remains the property of the city.

d. Pursuant to F.S. § 337.401(7)(f)(5)(d), as amended, the city shall not require more make-ready work than is required to meet applicable codes and/or industry standards. Fees for make-ready work will not include costs related to pre-existing damage or prior noncompliance. Fees for make-ready work, including any pole replacement, will not exceed annual costs or the amount charged to communication services providers, other than wireless services providers, and will not include any consultant fee or expense.

e. The city may reserve space on city utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the city utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole must accommodate the future public safety use.

(8) Collocation of small wireless facilities on city utility poles is subject to the following requirements:

a. The city shall not enter into an exclusive arrangement with any person for the right to attach equipment to city utility poles.

b. The rates and fees for collocations on city utility poles must be nondiscriminatory, regardless of the services provided by the collocating person.

(9) The city may deny a proposed collocation of a small wireless facility in the public rights-of-way, if the proposed collocation:

a. Materially interferes with the safe operation of traffic control equipment;

b. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes, as specified in Land Development Code Sec. 6.21;

c. Materially interferes with compliance with the Americans with Disabilities Act (ADA) or similar federal or state standards regarding pedestrian access or movement;

- d. Materially fails to comply with the 2017 Florida Department of Transportation Utility Accommodation Manual, as amended; or
- e. Fails to comply with criteria set forth in subsection (6) above, applicable codes, or design standards set forth in section 132-17.

Sec.132- 17. - Design standards.

- (a) Purpose and intent. Above ground and underground facilities, communication facilities, utility poles, and associated facilities and equipment must be designed in such a manner to ensure such facilities and poles are placed in locations that do not interfere with the safe operation of traffic control equipment and movement of the traveling public. These facilities and poles must be designed to maximize compatibility with the affected area (a 500-foot radius of the proposed location) and to minimize any negative visual impact on that area. Pursuant to F.S. § 337.401(7), as amended, the following design standards must apply, unless waived pursuant to section 132-19.
- (b) General placement requirements within public rights-of-way.
  - (1) Above ground facilities, communication facilities, utility poles, and associated ground mounted facilities and equipment. Such facilities and equipment must not create any safety hazard(s) or physical or visual obstruction to vehicular, bicycle, and/or pedestrian traffic.
  - (2) Communications facilities placement within public rights-of-way. Communications facilities must be placed between the property line and the curb line of all streets and must not be within the roadway recovery area. Underground cables, where required, must have consistent alignment parallel with the edge of pavement, a 36-inch depth of cover for the paved portion of roadways, a 24-inch to 30-inch depth of cover in all areas except the paved portion of roadways, and must have a two-foot horizontal clearance from other underground utilities and their appurtenances.
  - (3) Grounding rods and pull boxes. The grounding rod may not extend above the top of sidewalk and must be placed in a pull box, and the ground wire between the pole and the ground rod must be inside an underground conduit. All pull boxes must be vehicle load bearing, comply with Florida Department of

Transportation (FDOT) Standard Specification 635 and be listed on the FDOT Approved Products List. A concrete pad must be installed around all pull boxes not located in the sidewalk. No new or replacement pull boxes must be located in pedestrian ramps.

- (4) Signs. No signs may be permitted on or attached to communications facilities or utility poles in public rights-of-way, unless otherwise required by federal or state law. Any existing facility or structure that lawfully supports signs may continue to support such signs, as otherwise permitted by city code or state or federal law, as amended.
- (5) Other associated ground mounted facilities and equipment. Ground-mounted equipment for small wireless facilities must be located within a ten (10) foot radius of the utility pole supporting such facility and, if possible, in areas with existing foliage or other aesthetic features to obscure the view of the ground-mounted equipment. The ground-mounted equipment must use wrap or paint that is similar to the pole color. If the city has a planned future project to replace facilities or equipment in the subject public rights-of-way, the replacement facilities or equipment proposed in the application or SWFC application must conform to the city's updated design, material, and color.
- (6) Separation from driveways and hydrants. Communications facilities and utility poles must be located at least three (3) feet from a driveway apron and at least four (4) feet from a fire hydrant.
- (7) New and replacement utility poles; general, city-wide placement and maintenance standards.
  - a. New utility poles, where permitted, must be placed between the property line and the curb line of all streets and may not be within the roadway recovery area. The lowest wire on any of such poles, placed in any public rights-of-way open to vehicular, bicycle, and/or pedestrian traffic may not be less than eighteen (18) feet from the ground and, whenever telephone and electric power wires cross each other, wires must cross and be maintained in accordance with the National Electrical Code, the

National Electrical Safety Code and the “Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines” established by the Department of Commerce, Bureau of Standards of the United States, as amended;

- b. New utility poles, where permitted, must be made of the similar design, material, and color as other utility poles within the same public right-of-way (within 500 feet in any direction along that right-of-way). Where no utility poles exist within the aforementioned right-of-way, black enamel/paint-clad metal or concrete poles are required, and such poles are generally preferred throughout the city, as applicable;
- c. New poles, where permitted, must adhere to the protection and pruning standards, as set forth in Land Development Code Sec. 22.10, located in the public rights-of-way and/or on private property. A provider shall not prune, remove, or irreversibly damage any protected tree, as defined in Land Development Code Sec. 22.11 through 22.14, unless such activity is authorized by a permit issued by the city;
- d. Replacement utility poles must be of similar design, material, and color of the existing pole being replaced; however, black enamel/paint-clad metal or concrete poles, are preferred. The replacement pole must be located in approximately the same location as the existing pole. The replacement pole must continue to serve its primary function. If the city has a planned future project to replace utility poles in the subject public rights-of-way, the replacement poles proposed in the application or small wireless facilities collocation application must conform to the city’s updated design, material, and color;
- e. At-grade facilities, aerial wireline facilities and utility poles in the right-of-way shall comply with undergrounding requirements of the city that prohibit above ground structures in the right-of-way, as applicable; and
- f. Guidance for location. The city strongly encourages:

1. Utility poles should be placed equal distance between existing utility poles, if any, within the right-of-way;
2. For placement within residential-zoned districts. At grade facilities and utility poles should be placed either at the common property line of the parcels that abut the right-of-way or another location that demonstrates the least impact to access such parcels. At grade facilities and utility poles should be placed such that the view from principal structures within the residential districts are not significantly impaired; and
3. Non-residentially zoned districts. At grade and utility poles should be placed either at the common property line of the parcels that abut the right-of-way or another location that demonstrates the least impact to access such parcels.

(c) General stealth design requirements within public rights-of-way, city-wide.

- (1) The small wireless facility, electric meters and disconnect switches may be mounted on the exterior of the pole and must be concealed with use of shrouds that are similar to the pole color and texture;
- (2) No exposed wires, cables, conduits, etc., attached to poles; preferred if such are placed internal to pole, but if not possible then such attachments must be concealed with use of shrouds that are similar to the pole color and texture;
- (3) Other components, such as back-haul, where housed above-ground, must be placed within a cabinet box, or other such container that are concealed with durable materials or paint that are similar to the pole color or includes other imagery in context with the location of equipment (i.e., imagery of vegetation, architectural/geometrical patterns, or equivalent); and
- (4) Unless otherwise provided by state or federal laws or regulations, a small wireless facility is prohibited from having any type of light, lighted signal, or illumination.

Sec 132- 18. - Waiver of objective design standards for small wireless facilities.



- (a) Objective design standards provided in section 132-17 may be waived by the city manager, or designee, upon the wireless services provider demonstrating to the city, that the objective design standards are not reasonably compatible for the particular location of a small wireless facility or that the objective design standards impose an excessive expense. The objective design standards may also be waived to comply with 47 U.S.C. § 332 pertaining to gap in coverage.
- (b) A request for a waiver must be filed contemporaneously with the SWFC application. The request for waiver must contain each section or subsection for which a waiver is being sought. A request for a waiver must include a detailed explanation, which supporting engineering or other data, as to why a waiver from the requirements of this chapter is required. For waivers based on 47 U.S.C. § 332, the request for waiver must demonstrate that denial of the SWFC application will result in a significant gap in a wireless service provider's coverage, and that the proposed facility is the least intrusive means for closing that gap within said wireless service provider's network.
- (c) In granting any waiver, the city may impose conditions to the extent the city concludes such conditions are necessary to minimize any adverse effects of the proposed small wireless facility within a 500 foot radius of the proposed location, or to protect the health, safety, and welfare of the public.
- (d) The city shall grant or deny a request for a waiver within forty-five (45) days after receiving such request.

Sec. 132- 19. - Administratively approved uses.

The following use may be approved by the city manager, or designee after conducting an administrative review:

- (a) Locating antennas on existing structures or towers consistent with the terms of below:
  - 1. Antennas on existing non-tower structures. Any antenna which is attached to an existing non-tower structure shall be approved by the city manager, or designee, as an accessory use to any commercial, institutional, or multifamily structure of eight (8) or more dwelling units, provided:
    - a. The antenna does not extend more than thirty (30) feet above the highest point of the structure;

- b. The antenna complies with all applicable FCC and FAA regulations; and
- c. The antenna complies with all applicable building codes.

#### Sec 132-20. - Appeals.

Any person adversely affected by a decision of the city manager, or designee, in the permitting, enforcement or interpretation of any of the terms or provisions of this chapter may appeal that decision to the city commission. Such appeal must be taken by filing written notice with the city manager, or designee, with a copy to the city clerk, within thirty 30 days after the decision of the city manager, or designee. Each appeal must be accompanied by a payment in sufficient amount to cover the cost of publishing and mailing notices of hearings. Failure to file such appeal constitutes acceptance of the permit and any conditions thereof or the denial of the application. Where a notice of appeal to the city manager, or designee, is not timely filed as provided in this section, such right to appeal is waived.

#### Sec. 132- 21. - Insurance.

- (a) A provider shall provide, pay for, and maintain with companies satisfactory to the city, the types of insurance described in this section. All insurance must be from responsible companies duly authorized to do business in the state and having a financial rating in Best's Insurance Guide of B+ Class VI A-Class VII or better. All liability policies must provide that the city is an additional insured as to such provider's operations in the public rights-of-way and must provide the severability of interest provision. The required coverages must be evidenced by properly executed certificates of insurance on forms furnished by the official. Certified copies of the policies required by this section are acceptable in lieu of such certificates of insurance and must be furnished at the time of application to the official within five (5) days of the city's request therefore. Renewal certificates must be provided to the city at least ten (10) days prior to the expiration of the current coverages. The certificates must be manually signed by the authorized representative of the insurance company. Thirty (30) days advanced written notice by registered or certified mail must be given to the city of any cancellation intent not to renew or reduction in the policy coverages. Provider shall also notify risk management within twenty-four (24) hours after the receipt of any notices of

expiration, cancellation, non-renewal or material management. Companies issuing the insurance policies must have no recourse against the city for payment or premiums or assessments or for any deductibles which are the sole responsibility and risk of the provider. The policy clause “other insurance” will not apply to any insurance coverage currently held by the city, to any such future coverage, or to the city’s self-insured retentions of whatever nature.

(b) The limits and types of coverage of insurance required will not be less than the following:

- (1) Commercial general liability insurance. Commercial general liability insurance must be written on ISO Occurrence Form CG 00 01 or an equivalent substitute form to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, blanket contractual, and XCU exposures, unless waived by the city. Completed operations liability coverage must be maintained for a minimum of one (1) year following the cessation of the placement of communications facilities in the public rights-of-way. The combined bodily injury and property damage limit must not be less than \$5,000,000.00 each occurrence and annual aggregate and must apply specifically to the provider’s activities in the public rights-of-way.
- (2) Automobile liability insurance. Automobile liability insurance must be maintained in accordance with the laws of the state as to the ownership, maintenance and use of all owned, non-owned, leased and hired vehicles. The combined bodily injury and property damage limit must not be less than \$5,000,000.00 each accident.
- (3) Workers’ compensation/employer’s liability insurance. Workers’ compensation insurance must cover all employees engaged in work for the provider in accordance with the laws of the state. The employer’s liability limit must not be less than \$500,000.00 disease each employee, \$500,000.00 disease aggregate and \$500,000.00 each accident.

- (c) Notwithstanding the foregoing, a provider may provide such coverage through an actuarially sound and prudent self-insurance program that is satisfactory to the city.

Sec. 132-22. - Construction bond.

- (a) The city may require a construction bond in compliance with F.S. 337.401, as amended, to secure restoration of the postconstruction rights-of-wayf to the preconstruction condition.
- (b) The construction bond must be limited to not more than 18 months after the construction to which the bond applies is completed.
- (c) For any financial obligation required by an authority allowed under this section, the city shall accept a letter of credit or similar financial instrument issued by any financial institution that is authorized to do business within the United States, provided that a claim against the financial instrument may be made by electronic means, including by facsimile.
- (d) A provider of communications services may add an authority to any existing insurance policy, or other relevant financial instrument, and the authority must accept such proof of coverage without any conditions other than consent to venue for purposes of any litigation to which the authority is a party. An authority may not require a communications services provider to indemnify it for liabilities not caused by the provider, including liabilities arising from the authority's negligence, gross negligence, or willful conduct.

Sec. 132-23. - Indemnification.

- (a) By reason of the acceptance of a registration or a permit under this chapter, the city does not assume liability for injuries to persons, damage to property, or loss of service claims by parties other than the registrant or the city; or for claims or penalties of any sort resulting from the installation, placement, maintenance, and/or operation of communication facilities by registrants or activities of registrants.
- (b) To the fullest extent permitted by state law, a registrant shall defend, indemnify, and hold the city whole (including the members of its commission, board, its officers, officials, agents and employees) and harmless from all costs, liabilities, and claims for

- damages of any kind arising out of the construction, presence, placement, installation, maintenance, repair or operation of its communications facilities, whether any act or omission complained of is authorized, allowed, or prohibited by a permit, inspection of plans or work by the city, except to the extent that such claims are caused by the sole negligence or willful misconduct of the city. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the registrant or to the city; and the registrant, in defending any action on behalf of the city, shall be entitled to assert in any action every defense or immunity that the city could assert in its own behalf. The provisions of this section include, but are not limited to, the city's reasonable attorneys' fees incurred in defending against any such claim, suit, or proceeding(s).
- (c) The city agrees to notify the registrant, in writing, within thirty (30) days of the city receiving notice, of any issue it determines may require indemnification.
- (d) This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the registrant under workers' compensation, disability, or other employee benefit acts, or the acceptance of insurance certificates required under this chapter, or the terms, applicability, or limitations of any insurance held by the registrant.
- (e) The registrant shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and shall bear all other costs and expenses related thereto, even if the claim is groundless, false, or fraudulent, and if called upon by the city, the registrant shall assume and defend not only itself but also the city, in connection with any such claims and any such defenses shall be at no cost or expense whatsoever to the city, provided the city retains the right to select counsel of its own choosing. The city may not settle or compromise any matter for which a registrant is obligated to indemnify without the prior written consent of the registrant. The registrant shall not unreasonably withhold such consent.
- (f) The city does not waive any rights against the registrant, which it may have because of this indemnification, or because of the acceptance by, or the registrant's deposit with the city of any of the insurance policies required by this chapter for registration.

- (g) This indemnification by the registrant applies to all damages and claims for damages of any kind suffered regardless of whether such insurance policies have been determined to be applicable to any such damages or claims for damages.
- (h) Nothing contained in this section will be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida or as a waiver of sovereign immunity beyond the waiver provided in F.S. § 768.285, as amended.
- (i) The indemnification requirements under this section and this chapter will survive and be in full force and effect after the termination or cancellation of a registration.

Sec. 132-24. - Reservation of rights.

The city hereby expressly reserves all of the following rights:

- (a) To exercise its municipal home rule powers, now or hereafter, to the fullest extent allowed by law with regard to the access, use and regulation of the public rights-of-way.
- (b) To amend this chapter as it finds necessary in the lawful exercise of its municipal authority.
- (c) To adopt or enact by resolution or ordinance, in addition to the provisions contained herein and in any existing applicable ordinances, such additional reasonable regulations as city commission finds necessary in the exercise of the city's police powers.
- (d) To exercise the power of eminent domain, consistent with applicable federal and state law, to acquire property that may include that property owned or leased by a communications service provider.
- (e) As and when deemed necessary by city commission to be in the interest of the city or its residents, to abandon portions of the public rights-of-way within the proper exercise of its municipal authority and without notice to or the consent of any communications service provider. The city will not be responsible for any costs, damages, loss or other expense to the communications services provider as a result of the city's abandonment of any public rights-of-way.
- (f) To place and maintain, and franchise or permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or

- conduit, and to do, and to permit to be done, any underground and overheard installation or improvement that may be deemed necessary or proper by the city in the public rights-of-way occupied by any communications service provider.
- (g) Without limitation, the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of any public rights-of-way within the city limits and within said limits as the same may from time to time be altered.
- (h) To require a reseller to register in accordance with section 132-5 to the extent such reseller wants the right to place or maintain facilities in the public rights-of-way. Any person using or leasing facilities owned by a registered communications services provider is not, therefore, entitled to any rights to place or maintain communications facilities in the public rights-of-way, unless such person registers with the city.



# **CITY COMMISSION MEETING CITY OF ST. PETE BEACH**

## **Agenda Report**

**Issue Considered:** First Reading of Ordinance 2021-17: Reducing the Speed Limit on Sunset Way

**Date:** July 27, 2021

**Prepared By:** Michelle Gonzalez, Community Development Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** At previous Commission meetings, residents along Sunset Way between 30th Avenue and 22nd Avenue, shared their concerns with the City Commission regarding cut-through traffic speeding along Sunset Way. Sunset Way is a narrow two-way street with on street parking to one side and does not have sidewalks for safe pedestrian mobility. Thus, as a first measure to address the residents' concerns regarding safety, the City is recommending to lower the speed limit on Sunset Way to 20 mph. Florida Statute 316.189, outlines the lowest maximum speed limit a municipality can set for local street is 20 mph. Furthermore, the City's ordinance establishes the speed limit for all local streets to 25 mph unless otherwise provided by the city's ordinance. Therefore, the approval of this ordinance, will allow City staff to be able to make the necessary adjustments to reduce the speed limit on Sunset Way.

The City will follow up with an engineering assessment, part of the citywide traffic calming assessment, to collect and analyze data. This study will help determine the appropriate traffic calming measures to address safety concerns for this corridor, which may include speed bumps and shared lane markings for cyclists.

**Funding:** N/A

**Requested Motion:** I move to approve the First Reading of Ordinance 2021-17.

**Attachments:** 1. Ordinance 2021-17 Speed Limit Sunset Way



**Ordinance 2021-17**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA  
AMENDING THE CODE OF ORDINANCES CHAPTER 82 – TRAFFIC  
AND VEHICLES, ARTICLE II – SPECIFIC STREET REGULATIONS,  
DIVISION 2 – SPEED LIMITS, SECTION 82-61 – SPEED LIMITS;  
PROVIDING FOR 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**, the City Commission of St. Pete Beach finds it necessary to reduce the speed limit in certain residential areas within the City to protect its citizens.

**WHEREAS**, Florida Statute 316.189 allows a municipality to set a maximum speed limit of 20mph within residential districts.

**WHEREAS**, the City Commission finds that reducing the speed limit to 20mph is necessary to protect its citizens due to issues related to: on-street parking, an increase in vehicular traffic, pedestrian and cyclist safety, and the lack of sidewalks within the area.

**WHEREAS**, the City Commission concludes that reducing the speed limit on Sunset Way is reasonable and is in the best interest of the public, promoting the health, safety, and general welfare of its citizens.

**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 82 – Traffic and Vehicles, Article II – Specific Street Regulation, Division 2 – Speed Limits, is amended as follows:

**Sec. 82-61. - Speed limits.**

- (a) The applicable speed limit for all city streets within the city shall be 30 miles per hour for all commercial areas and 25 miles per hour for all residential areas, unless otherwise provided by ordinance.

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

- (b) Notwithstanding subsection (a) hereof, the following speed limits shall be applicable on the following city streets:

|                   |                                            |
|-------------------|--------------------------------------------|
| 20 mph:           |                                            |
| Gulf Way          | From 1st Avenue to 22nd Avenue             |
| 44th Avenue       | From Gulf Boulevard to Poinsettia Drive    |
| 41st Avenue       | From Belle Vista Drive to Poinsettia Drive |
| Belle Vista Drive | From 39th Avenue to Oleander Way           |
| <u>Sunset Way</u> | <u>From 22nd Avenue to 30th Avenue</u>     |

\*\*\*

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

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

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

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

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

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

SECTION 9. Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_  
PUBLIC HEARING: \_\_\_\_\_

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

\_\_\_\_\_  
Alan Johnson, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Andrew Dickman, City Attorney

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

# **CITY COMMISSION MEETING CITY OF ST. PETE BEACH**

## **Agenda Report**

**Issue Considered:** First Reading of Ordinance 2021-18: Amending the Code of Ordinances, Chapter 86 – Utilities.

**Date:** July 27, 2021

**Prepared By:** Jennifer McMahon, Parks and Recreation Director

**Through:** Alex Rey, City Manager

**Summary of Issue:** This Ordinance will amend the Code of Ordinances, Chapter 86 – Utilities, Article IV – Reclaimed Water System adding Division 3 – Reclaimed Water Conservation. The Southwest Florida Water Management District (District) has the responsibility and exclusive authority under Chapter 373, Florida Statutes, as amended, for regulating the consumption use of water. The District promulgated and amended Chapter 40D-22, Florida Administrative Code (F.A.C.), as amended, requiring year-round irrigation conservation measures. Local governments may adopt a landscape irrigation ordinance that achieves reclaimed water conservation consistent with Rule 40D-22.201, F.A.C., including variance and enforcement procedures.

The City recognizes that highly treated reclaimed water from Pinellas County water reclamation facilities is an environmentally beneficial resource and use of reclaimed water for irrigation saves potable water which maximizes the goal of saving natural resources. The City recognized that one of the viable and effective potable water conservation alternatives available is reclaimed water.

This Ordinance puts forth conservation measures of overhead irrigation of established lawns and landscaping by reclaimed water shall be limited to 3 days per week, November 1- March 30. The City of St Pete Beach officials will enforce the Ordinance and penalties will be applied.

**Funding:** N/A

**Requested Motion:** I move to approve first reading of Ordinance 2021-18.

**Attachments:** 1. Ordinance 2021-18

## Ordinance 2021-18

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 86 – UTILITIES, ARTICLE IV – RECLAIMED WATER SYSTEM; AMENDING DIVISION 1 – GENERALLY, SECTIONS 86-99 – 86-125 – RESERVED; RENUMBERING DIVISION 2 – RECLAIMED WATER USE SECTIONS 86-126 THROUGH SECTION 86-146; AND ADOPTING DIVISION 3 – YEAR-ROUND RECLAIMED WATER CONSERVATION MEASURES; PROVIDING FOR SECTION 86-133 – INTENT AND PURPOSE; SECTION 86-134 – DEFINITIONS; SECTION 86-135 – APPLICABILITY; SECTION 86-136 YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES; SECTION 86-137 – EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULES; SECTION 86-138 – ADDITIONAL REQUIREMENTS; SECTION 86-139 – DECLARATION OF WATER SHORTAGE OR WATER SHORTAGE EMERGENCY; SECTION 86-140 – ENFORCEMENT; SECTION 86-141 – PENALTIES; SECTIONS 86-142 – 86-146 – RESERVED; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.**

**WHEREAS**, the Southwest Florida Water Management District (District) has the responsibility and exclusive authority under Chapter 373, Florida Statutes (F.S.), as amended, for regulating the consumptive use of water.

**WHEREAS**, the District promulgated and amended Chapter 40D-22, Florida Administrative Code, (F.A.C.), as amended, requiring year-round irrigation conservation measures.

**WHEREAS**, Rule 40D-22.201, F.A.C., as amended, provides that local governments may adopt a landscape irrigation ordinance that achieves reclaimed water conservation consistent with Rule 40D-22.201, F.A.C., including variance and enforcement procedures.

**WHEREAS**, the City Commission recognizes that highly treated reclaimed water from Pinellas County water reclamation facilities is an environmentally beneficial resource.

**WHEREAS**, use of reclaimed water for irrigation saves potable water which maximizes the goal of saving natural resources.

**WHEREAS**, potable water is a valuable resource which should be conserved, particularly in coastal communities and in communities which do not have their own potable water resources.

**WHEREAS**, the City Commission recognizes that one of the most viable and effective

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

potable water conservation alternatives available is reclaimed water.

**WHEREAS**, the Florida Legislature finds in Section 373.250, Florida Statutes, as amended, that using reclaimed water that is approved by the department is environmentally acceptable and not a threat to public health and safety.

**WHEREAS**, the City Commission recognizes that reclaimed water is an alternate water source for irrigation that is exempt from watering restrictions even under drought conditions.

**WHEREAS**, reclaimed water is provided at a lower cost to consumers than potable water which reduces potable water bills for citizens.

**WHEREAS**, reclaimed water beautifies communities by enhancing the appearance and landscaping.

**WHEREAS**, reclaimed water is safe when used as intended.

**WHEREAS**, the City Commission finds and declares that the adoption of this Ordinance is appropriate, and in the best interest of the community.

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

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

## SECTION 2.

Chapter 86, Article IV, Division 1 shall be amended as follows:

Secs. 86-99-86-~~106~~125. – Reserved.

Chapter 86, Article IV, Division 2 shall be amended as follows:

Sec. 86-~~107~~126. – Service area.

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Sec. 86-~~108~~127. – Public easement requirements.

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Sec. 86-~~109~~128. – Ownership.

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Sec. 86-~~110~~129. – Minimum size of mains.

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Sec. 86-~~111~~130. – Extension approval.

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Sec. 86-~~112~~131. – Right to refuse service.

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Sec. 86-~~113~~132. – Fire protection.

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Sec. 86-~~114~~133. – Extent of city maintenance.

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Sec. 86-~~115~~134. – Maintenance by customer.

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Sec. 86-~~116~~135. – Common service lines.

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Sec. 86-~~117~~136. – Discontinuing service by city.

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Sec. 86-~~118~~137. – Discontinuing service by customer.

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Sec. 86-~~119~~138. – Service Interruption.

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

Sec. 86-~~120~~<sup>139</sup>. – Application for connection to adjoining reclaimed water distribution main.

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Sec. 86-~~121~~<sup>140</sup>. – Location of service line.

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Sec. 86-~~122~~<sup>141</sup>. – Service application prerequisite; customer responsibility.

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Sec. 86-~~123~~<sup>142</sup>. – Meter requirements.

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Sec. 86-~~124~~<sup>143</sup>. – Cross connection control.

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Sec. 86-~~125~~<sup>144</sup>. – Rates and charges

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Sec. 86-~~126~~<sup>145</sup>. – Billing and other procedures.

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Sec. 86-~~127~~<sup>146</sup>. – Obligation to remain user for a five-year period.

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Sec. 86-128-86-132. Reserved.

Chapter 86, Article IV, Division 3 shall be added as follows:

DIVISION 3. – YEAR-ROUND RECLAIMED WATER CONSERVATION MEASURES.

Sec. 86-133. – Intent and purpose.

Intent and Purpose. It is the intent and purpose of this Ordinance to implement procedures that promote water conservation through the efficient use of landscape irrigation.

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

Sec. 86-134. – Definitions.

Definitions. For the purpose of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning listed below. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- (a) “Address” means the “house number” (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes “rural route” numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property’s address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community’s address), then the community’s main address shall be the property’s address. If a property has no address, it shall be considered “even-numbered.”
- (b) “District” means the Southwest Florida Water Management District, a government entity created under Chapter 373, F.S.
- (c) “Even Numbered Address” means an address ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address, or the letters A-M.
- (d) “Existing” means any lawn or landscaping, or portion thereof, which has been in existence in the same location for a period of sixty (60) days or more.
- (e) “Green Space and Fields” means an area of grass, trees, or other vegetation set apart for recreational or aesthetic purposes, which include but are not limited to, parks and fields.
- (f) “Landscape” means a section of ground adorned or improved by flowering plants (annual or perennial), vines, shrubs, palms, ferns, ornamental grasses, and groundcover other than Lawn.
- (g) “Landscape Irrigation” or “landscape use” means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way.
- (h) “Low Volume Irrigation” means the use of Hand Watering, Micro-irrigation or other equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated and designed to allow that water to be placed with a high degree of

efficiency within the root zone of the plant.

(i) “Micro-irrigation” means any Irrigation device that distributes water near or within the root zone through low flow rate and emitters. Examples of Micro-irrigation devices include drip, line source, microspray, microsprinkler, bubbler and similar types of systems. The term specifically includes propagation mist heads, capillary mats and soaker hoses. The term also includes water use in Mist Houses and similar establishments for plant propagation and production but excludes any form of turf irrigation other than in a sod production (“turf farming”) setting.

(j) “New plant material” means any lawn or landscaping, or portion thereof, which has been planted in existence in the same location for less than sixty (60) days.

(k) “Odd Numbered Address” means an address ending in the numbers 1, 3, 5, 7, 9, or the letters N-Z.

(l) “Overhead Irrigation” means the use of equipment and devices which deliver water under pressure, through the air, above the level of the plant being irrigated.

(m) “Reclaimed Water” means wastewater that has received at least secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility as defined in Section 373.019 (17), Florida Statutes.

(n) “User” means any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee, or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including but not limited to uses from groundwater wells and private or public utility systems

(o) “Wasteful and Unnecessary” means allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks, and other impervious surfaces; or allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.

(p) “Water Shortage” shall mean as that term is defined in subsection 40D-21.051 (28), F.A.C.

(q) “Water Shortage Emergency” shall mean as that term is defined in subsection 40D-21.501 (29), F.A.C.

Sec. 86-135. -Applicability. The provisions of this Ordinance shall apply to each user, as defined in Sec. 86-134 (n) providing landscape irrigation from all water resources within the boundaries of the St. Pete Beach.

Sec. 86-136. -Year-round landscape irrigation conservation measures.

Any violation of the Southwest Florida Water Management District Chapter 40D-22 F.A.C. Year-Round Water Conservation Measures that pertains to usage of reclaimed water shall be a violation of this section. Overhead irrigation of established lawns and landscaping by reclaimed water supplied to a reclaimed water user is further restricted as follows:

(a) Low volume irrigation of landscaping and lawns shall not be further restricted except in accordance with Rule 40D-22, F.A.C.

(b) From November 1 through March 30, unless excepted herein, permitted overhead irrigation of established lawns and landscaping by reclaimed water shall be limited to three days per week as follows:

(1) At addresses ending in 1, 3, 5, 7, 9 (“house numbers”), or a mix of addresses, or for which an address cannot be determined, such as common areas associated with a residential subdivision, on Monday, Wednesday, and Friday;

(2) At addresses ending in the numbers 0, 2, 4, 6, 8 (“house numbers”) on Tuesday, Thursday, and Saturday;

(3) Overhead irrigation is prohibited between the hours of 10:00 a.m. to 4:00 p.m. on permitted days and is prohibited at all times on Sunday;

(4) Overhead irrigation of properties at any other time, or any other day, is unlawful and a violation of this section;

(5) Establishment period watering for lawn and landscaping and irrigation for the purpose of watering in fertilizers, insecticides, fungicides, and herbicides is in accordance with 40D-22 F.A.C.

(6) The City Manager, or designee, may suspend implementation of limitations on reclaimed water usage based upon consideration of the following factors:

i. Excess reclaimed water in the storage facilities at the water reclamation facilities; or

ii. Extended period of seasonal rainfall.

Sec. 86-137. -Exceptions to the landscape irrigation schedules.

Landscape irrigation scheduling shall be subject to the following exceptions:

(a) Landscape irrigation systems may be operated during restricted days and/or times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.

(b) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, by federal, state or local law, or best management practices, shall be allowed under the following conditions:

(1) Such watering-in shall be limited to one (1) application, unless the need for more than one (1) application is stated in the directions for application specified by the manufacturer; and

(2) Such watering-in shall be accomplished during normally allowable watering days and times set forth in Sec. 86-136 (b), unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.

(3) Any plant material may be watered using low volume irrigation, as defined in Sec. 86-134 (h), micro-irrigation, as defined in Sec. 86-134 (i), low volume hand watering method, rain barrels, cisterns, or other similar rain-harvesting devices without regard to the watering days or times allowed pursuant to this Section.

Sec. 86-138.-Additional requirements.

Any user who purchases and installs an automatic landscape irrigation system shall properly install, maintain, and operate technology that inhibits or interrupts operation of the system during periods of sufficient moisture in accordance with Section 373.62, Florida Statutes, as amended.

Sec. 86-139.- Declaration of water shortage or water shortage emergency.

Declaration of a water shortage condition and/or water shortage emergency, as defined in Sec. 86-134 (q), within all or parts of the City of St. Pete Beach by the District's Governing Board or Executive Director shall supersede this Ordinance for the duration of the applicable water shortage declaration in accordance with Sec. 86-64, Declaration of water shortage; water shortage emergency. A water shortage usually occurs due to drought.

Sec. 86-140.- Enforcement.

(a) In the absence of a declaration of water shortage or water shortage emergency

within all or any part of the City of St. Pete Beach by the District's Governing Board or Executive Director, the listed landscape irrigation restrictions shall be subject to enforcement action. Any violation of the provisions of Sec. 86-136 and Sec. 86-137 shall be a violation of this Section.

(b) The City of St. Pete Beach authorizes law enforcement officials having jurisdiction in the area governed by this Ordinance, to enforce the provisions of this Ordinance. In addition, the St. Pete Beach City Manager, or designee, may delegate this Ordinance's enforcement responsibility for this article to city agencies and departments in accordance with state and local law.

Sec. 86-141.- Penalties.

Violations of this Article are punishable as provided in Sec. 1-14 of the St. Pete Beach Code of Ordinances. More than three violations in any one calendar year may result in reclaimed water service being terminated.

Sec. 86-142-86-146 – Reserved.

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

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

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

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

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

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_  
PUBLIC HEARING: \_\_\_\_\_

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

\_\_\_\_\_  
Alan Johnson, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Andrew Dickman, City Attorney

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

**Issue Considered:** Resolution 2021-14: Establishing the fiscal year 2022 proposed millage rate and scheduling public hearings for budget adoption.

**Date:** July 27, 2021

**Prepared By:** Vincent Tenaglia, Assistant City Manager

**Through:** Alex Rey, City Manager

**Summary of Issue:** Public hearings are scheduled for adoption of the fiscal year 2022 budget on September 13 and September 27, 2021. Prior to the public hearings, the Pinellas County Property Appraiser will mail Truth in Millage (TRIM) notices to residents, indicating the proposed millage rate being considered by the City of St. Pete Beach. Staff is requesting confirmation of the public hearing dates and direction on the millage rate to be advertised.

The proposed budget was developed based on the current rate of 3.1500 mills per \$1,000 of taxable value. This will generate \$527,581 in new revenue due to a 5.07% increase in property values.

Staff recommends advertising the 3.1500 millage rate. This will allow the City to balance its budget and fund the capital projects identified in the Capital Improvement Plan.

**Requested Motion:** "I move to approve Resolution 2021-14."

**Attachment:** Resolution 2021-14

**Reviewed by the  
City Manager:**

\_\_\_\_\_

## **RESOLUTION 2021-14**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE FISCAL YEAR 2022 PROPOSED MILLAGE RATE; SCHEDULING PUBLIC HEARING DATES FOR BUDGET ADOPTION; AUTHORIZING THE CITY MANAGER TO DETERMINE THE PUBLIC HEARING VENUE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 200.065, Florida Statutes, requires the adoption of the millage rate by separate vote prior to the adoption of the annual budget.

**WHEREAS**, Section 200.065, Florida Statutes, requires that prior to adoption of the millage-levy ordinance, the following be publicly announced: the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied.

**WHEREAS**, in no event may the millage rate adopted exceed the millage rate tentatively adopted.

**WHEREAS**, the proposed fiscal year 2022 budget has been delivered to the City Commission.

**WHEREAS**, the City of St. Pete Beach must notify the Pinellas County Property Appraiser's Office of its proposed millage rate and first public hearing schedule prior to August 4, 2021.

**WHEREAS**, the City Commission intends to advertise a millage rate of 3.1500.

**WHEREAS**, the City Commission intends to provide advanced notice to residents regarding public hearing dates for the fiscal year 2022 budget adoption process.

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

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

SECTION 2. The fiscal year 2022 millage rate shall not exceed 3.1500 mills per \$1,000 of taxable value.

SECTION 3. Public hearings related to the fiscal year 2022 budget adoption process are hereby scheduled for Monday, September 13<sup>th</sup> at 6:00 p.m. and Monday, September 27<sup>th</sup> at 6:00 p.m.

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

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

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

\_\_\_\_\_  
Alan Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Andrew Dickman, City Attorney