



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, October 12, 2021
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations
 - a. **Introduction and Swearing In: District Chief Lindsay Judah**
2. Changes to the Agenda
3. Audience Comments - **Comments shall be limited to 3 minutes per person**
4. Consent
 - a. **September 27, 2021 City Commission Meeting Minutes: 4:30 p.m. Executive Session, 6:00 p.m. Budget Meeting, and 6:00 p.m. Commission Meeting**
 - b. **Pass-A-Grille Community Association Beach Fire 2021**
 - c. **Force Main 10 Replacement Design**
 - d. **Four Seasons Mowing Bid Proposal**
 - e. **Holiday Decorations 2021**
 - f. **Authorization of Expenditures for Library Materials**
5. Ordinances
 - a. **First Reading Ordinance 2021-23: Election Date**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CITY OF ST. PETE BEACH CODE OF ORDINANCES CHAPTER 38 SECTION 38-7 - ELECTION DATE OF COMMISSIONERS; SECTION 38-8. - ELECTION DATE OF MAYOR-COMMISSIONER; 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 2021-23.

b. Final Reading of Ordinance 2021-22: Revised Waterfront Setbacks within the Pass-a-Grille Overlay District

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR WATERFRONT SETBACK REQUIREMENTS IN THE PASS-A-GRILLE OVERLAY DISTRICT; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to approve the final reading of Ordinance 2021-22.

6. Resolutions

a. Resolution 2021-22: Conditional Use Permit for Offsite Parking - Tradewinds

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A RENEWAL OF THE CONDITIONAL USE RESOLUTION 2019-02 FOR AN OFF-PREMISE PARKING LOT FOR TRADEWINDS AT THE PROPERTY LOCATED AT 3855, 3859 AND 3861 GULF BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2021-22. Motion to approve the companion Variances.

b. Resolution 2021-11: Conditional Use Permit for Offsite Parking - The Hotel Zamora

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A RENEWAL OF THE CONDITIONAL USE RESOLUTION 2019-02 FOR AN OFF-PREMISE PARKING LOT FOR THE HOTEL ZAMORA AT THE PROPERTY LOCATED AT 3815 GULF BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2021-11. Motion to approve companion Variances.

c. Resolution 2021-23: Interlocal Equipment Sharing Agreement

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE EQUIPMENT SHARING INTERLOCAL AGREEMENT WITH THE CITY OF TREASURE ISLAND; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2021-23.

d. Resolution 2021-24: FDOT Highway Landscape Reimbursement Memorandum of Agreement

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A CITY DESIGNEE TO ENTER INTO THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2021-24.

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

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

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

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

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

The public is cordially invited to attend this meeting.

All agenda material is available for review at City Hall or www.stpetebeach.org.

**City Commission Special Meeting
Executive Session
September 27, 2021
4:30 PM**

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

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

Mayor Johnson called the meeting to order at 4:30 p.m. followed by the Pledge of Allegiance.

Attorney Dickman announced that the meeting today is an Executive Session, closed meeting, pursuant to Section 286.011(8), Florida Statutes, to discuss the litigation with Pass-A-Grille Way, LLC., Case No. 21-000823-CI; Sixth Judicial Circuit in and for Pinellas County Florida.

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

Mayor Johnson closed the meeting to the public at 4:35 p.m.

Mayor Johnson reopened the public portion of the meeting at 5:20 p.m.

There being no further discussion, Mayor Johnson adjourned the meeting at 5:20 p.m.

MINUTES APPROVED:

AMBER M. LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

**City Commission Budget Meeting
September 27, 2021
6:00 p.m.**

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Vincent Tenaglia, Assistant City Manager

Mayor Johnson called the meeting to order at 6:00 p.m.

1. PUBLIC HEARING ORDINANCE 2021-20 FY 2022 MILLAGE

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ESTABLISHING THE MILLAGE RATE FOR FISCAL YEAR 2022, BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING AND ANNOUNCING 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; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

2. PUBLIC HEARING ORDINANCE 2021-21 FY 2022 BUDGET

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ADOPTING THE BUDGET FOR FISCAL YEAR 2022, BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR THE INCORPORATION OF THE ADOPTED CAPITAL BUDGET AS THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

Both Ordinance 2021-20 and Ordinance 2021-21 were read in their entirety into the record by the City Clerk.

Mr. Tenaglia gave a presentation to the Commission that discussed the Fiscal Year 2022 Millage and Budget timeline, the rolled back rate calculation, the proposed millage rate (this has remained the same since FY 2015).

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

Motion: Vice Mayor Friszolowski moved, Commissioner Grill seconded, and the motion carried 5-0 to adopt Ordinance 2021-20 for the Fiscal Year 2022 Millage.

Motion: Commissioner Graus moved, Commissioner Pletcher seconded, and the motion carried 5-0 to adopt Ordinance 2021-21 for the Fiscal Year 2022 Budget.

Mayor Johnson adjourned the meeting at 6:24 p.m.

MINUTES APPROVED:

AMBER M. LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
City Commission Meeting
September 27, 2021
6:00 p.m.

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Vince Tenaglia, Assistant City Manager
Jennifer McMahon, Chief Executive Officer
Michelle Gonzalez, Community Development Director
Matthew McConnell, Assistant City Manager
Wesley Wright, Planning Manager

Mayor Johnson called the meeting to order at 6:25 p.m. followed by the Pledge of Allegiance.

1. CHANGES TO THE AGENDA

Alex Rey, City Manager, removed item 3.e. from Consent and placed as item 4.b. on the Agenda. An update from the County was provided late this afternoon.

He also removed item 4.b. from the Agenda to be heard by the Commission after the Historic Preservation Board discusses it.

Item 5.b. was moved to discuss during the Manager's report.

2. AUDIENCE COMMENTS

Deborah Edney, resident, is seeking justice for her nephew's death.

3. CONSENT

- a. September 13, 2021 City Commission Meeting Minutes
- b. Public Risk Management of Florida Renewal
- c. Public Risk Insurance Advisors Agreement
- d. PADL, LLC Agreement for Paddle Sharing
- e. Pinellas County NPDES Annual Surveillance Interlocal Agreement (*removed and moved to Action Items*)

Motion: **Vice Mayor Friszolowski moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the September 27, 2021 Consent Agenda as presented by the City Manager with the removal of item 3.e.**

4. ACTION ITEMS

a. Fiscal Year 2022 PSTA Funding

Mr. Rey explained that this is the fourth addendum to the Suncoast Beach Trolley Agreement that outlines the levels of services and operating routes for the Central Avenue Trolley (CAT), the Suncoast Trolley (SBT), Route 90, and Demand Response Transportation (DART) paratransit service. The City will see a \$32,000 increase due to the following:

- No service reductions to CAT
- Hourly rate increase of 7.5 percent due to PSTA entering a new union contract during fiscal year 2021
- Demand for DART services have increased as compared to previous years

Motion: Commissioner Graus moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to authorize the City Manager to execute the Fourth Addendum to the Suncoast Beach Trolley Agreement for the Fiscal Year 2022 transit service.

~~b. Parcel Assembly for Pass A Grille Overlay~~ (removed)

~~**Motion:** to approve the parcel assembly for the properties located at 404 and 406 Pass A Grill Way within the Pass A Grille Overlay.~~

b. Pinellas County NPDES Annual Surveillance Interlocal Agreement

Vince Tenaglia, Assistant City Manager, discussed the changes to the Agreement provided by the County late this afternoon. The changes are as follows:

- Page 4: Schedule for program is 2022-2026 and calendar year is 2021 as Exhibit A
- Page 5: Section 4 includes calendar year 2026
- Section 5 & Section 6: Withdrawal from Agreement includes for any future calendar years during the term of the Agreement
- Exhibit B provides an itemized cost per City; City of St Pete Beach is \$381.04

Motion: Commissioner Pletcher moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to approve an authorize the execution of the Interlocal Agreement for Annual Surveillance Fees.

c. Concrete Improvements to Library Overflow Parking Lot

Mr. Rey informed the Commission that this is for the base of the shell lot and to add the finishing touches for the parking at the Library.

Motion: Commissioner Grill moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the proposal under the existing unit price contract with Gilliam Construction, LLC. in the amount of \$40,477.00 for 73rd Avenue and Boca Ciega Drive sidewalk and concrete repairs.

d. Repair Guy One, LLC Proposal

Jennifer McMahon, Chief Executive Officer, discussed the attached proposal for two fishing piers and gangways

at Egan Park. Repair Guy One, LLC, is the leading aluminum barge builder in the southeast and they recently designed and built a barge for the City of Treasure Island and the City of St. Petersburg. The purchase of the fishing piers/barges serves the following purposes:

- Replaces the existing piers
- Serve as a barge for fireworks
- Can be used for buoy and waterway sign maintenance
- Can be used to launch a kayak and other paddle sports

An email was received from Mike Bomar, resident, that opined these were not the best option. Mrs. McMahon assured the Commission that the aluminum being used is coated and made for sea water. She also stated that she did some research, and it has been assured that the barge can be used for fireworks.

Mr. Rey stated that there are possible opportunities to recoup the cost for this purchase by renting to hotels for possible event uses.

Vice Mayor Friszolowski wanted to be sure that the wood pilings are coated/wrapped and that the barge can be removed and reinstalled easily.

Motion: Commissioner Graus moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to accept the proposal from Repair Guy One, LLC. in the amount of \$184,856.00 for two fishing piers and gangways for Egan Park.

5. ORDINANCES

a. Final Reading 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 RESTORATION; 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.

Matthew McConnell, Assistant City Attorney, informed the Commission that the Ordinance as attached to the Agenda has the changes that were made since the August meeting. The changes made were specifically in regard to design standards Section 132-17 (7)b, c, d, e, and g.

Motion: Commissioner Pletcher moved, Commissioner Grill seconded, and the motion carried 5-0 to adopt Ordinance 2021-09.

b. **Final Reading Ordinance 2021-17: Local Streets Speed Limit Reduction**

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.

Attorney Andrew Dickman asked that the Commission make a motion to continue this item, which is allowable because it has already been advertised in the newspaper.

Motion: Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to continue Ordinance 2021-17 to the October 26, 2021 City Commission Meeting.

c. **First Reading Ordinance 2021-22: Revised Waterfront Setbacks within the Pass-A-Grille Overlay District**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR WATERFRONT SETBACK REQUIREMENTS IN THE PASS-A-GRILLE OVERLAY DISTRICT; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Wesley Wright, Planning Manager, stated that the City has been working with Tara Salmieri, Planactive Studio.com, in reviewing the method of calculation for the side and rear setbacks of the “building types” of the Pass-A-Grille (PAG) Overlay District as they apply to waterfront residential construction. After thorough review, it has been determined that it is in the best interest of the citizens to ensure all development permits are uniformly applied to all waterfront properties in the PAG Overlay District. The recommendation is a 20-foot waterfront setback in the PAG Overlay District.

Commissioner Pletcher requested to approve this with the modification to include all waterfront properties. Vice Mayor Friszolowski stated the change can be made to the definition of Lot, waterfront to not exclude those proprieties that abut the beach (gulf front) [remove “a zoning lot which abuts the beach shall not be construed as waterfront”].

Motion: Commissioner Pletcher moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2021-22 with the removal of the sentence in the definition as discussed.

6. RESOLUTIONS

a. **Resolution 2021-19: Intent to Apply for the Forward Pinellas TA Program Priority List and Receive Grant Funding for Eligible Projects**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE APPLICATION TO FORWARD PINELLAS TRANSPORTATION ALTERNATIVES PRIORITY PROJECTS LIST FOR GRANT FUNDING.

Mr. Rey stated that by adopting this Resolution, it will allow for City Staff to apply for the Forward Pinellas Transportation Alternatives Grant Funding. The projects will include Sunset Way along Upham Beach on the West end of Corey Avenue. These projects will help connect the area to the larger Beach Walk project that is currently in development with the City.

Motion: Commissioner Grill moved, Commissioner Graus seconded, and the motion carried 5-0 to adopt Resolution 2021-19.

d. **Resolution 2021-21: Shared Parking Agreement**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SUNCOAST FITNESS, INC. D/B/A FIT FOR LIFE TO SHARE THE USE OF PROPERTY OWNER'S PARKING SPACES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mrs. McMahon stated that this Resolution and Agreement will help to address public parking availability throughout the City. The first business that has agreed to partner with the City is Fit for Life located at 575 75th Avenue West. There are 12 parking spots available for public parking between 12:00 p.m. and 8:00 p.m., seven days a week at \$3.25 per hour. The maximum amount of possible revenue generated will be \$2,184 a week. There will be a 50/50 revenue share between the City and the property owner.

City Attorney Dickman made the following change to the Resolution:

- The first whereas clause to include "during non-business hours"

He made the following change to the Agreement:

- Number 24 Authority: to include that the non-business hours for the Agreement are Monday through Saturday from 12:00 p.m. to 8:00 p.m. and all day on Sunday.

Moton: Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to adopt Resolution 2021-21 with the change to the first Whereas Clause of the Resolution and the change made to Number 24 of the Agreement.

7. ITEMS FOR DISCUSSION

No items.

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

Amber LaRowe, City Clerk—announced that the qualification period for District 1 and District 3 election begins 12:00 p.m. on Monday November 1st and ends at 12:00 p.m. on Friday November 12th. An ad will be in the Gabber and in the Tampa Bay Times this week as well as posted to the City's Website. Candidate guidebooks will be available October 27th.

Alex Rey, City Manager—asked Community Development Director Michelle Gonzalez to come and speak on two topics.

Ms. Gonzalez provided the Commission with an update on the flat rate parking that was implemented during Memorial Day weekend and again on Labor Day weekend. There was an increase in revenue during those two holiday weekends as compared to 2020. Commissioner Grill asked if the Commission could receive a report on the turnover rates in Pass-A-Grille.

Ms. Gonzalez then gave a presentation on the speed limits in different districts of the City. This is in reference to Ordinance 2021-17 on tonight's Agenda. Commissioner Grill mentioned that Sunset Way from 22nd Avenue to 30th Avenue and Corey Avenue from Bay Street to Sunset Way are not in District 2. Vice Mayor Friszolowski asked to consider the addition of Boca Ciega Isle to District 3.

Mr. Rey asked for a small accommodation to his Contract. His car was recently stolen, and he asked that, until resolved, if he could use one of the City vehicles in lieu of the vehicle allowance; all of the Commission were in agreement.

Attorney Dickman, City Attorney—recently met with each of the Special Magistrates to discuss case load and schedules. There will be two hearings a month, same day, but the vacation rentals will now be at 9:00 a.m. with all others to be heard at 1:00 p.m. Attorney Augello will be the Magistrate for vacation rental cases and Attorney Thanos will be presiding over all others.

He discussed the Miramar appeal and mentioned that a second request has been filed for an extension of time to respond to the petition.

The City received an appeal filed in regard to a recent dock variance that was heard and approved by the Board of Adjustments.

Commissioner Graus—mentioned some issues caused by Frontier that has been performing underground work; Mr. Rey will determine what they are doing.

Commissioner Grill—mentioned the Florida League of Cities and flood insurance rates. This topic is one of the League's priorities and they are encouraging municipalities to continue advocating and reaching out to all the representatives regarding this issue.

Vice Mayor Friszolowski—discussed the issue of speeding boats. Mr. Rey will be checking with the Sheriff's Office on when the City can expect more resources on the water. Vice Mayor would like more information on speed limit signs in the water and what is allowed.

Commissioner Fletcher—mentioned that Jake Holehouse was contacted by The New York Times in regard to the information he has been presenting for the flood insurance rates.

There will be a hurricane party on October 9th under the lights in Pass-A-Grille along 8th Avenue.

Mayor Johnson—will be a panelist on a Florida League of Cities webinar on October 11th on the Recovery Act and the use of funds. City Manager Rey will be putting a list together for the Mayor to discuss.

Jake Holehouse will be presenting to the BIG-C on Wednesday this week and Mayor is hoping to transmit a letter or resolution authorized by all the BIG-C municipalities on the flood insurance rates.

Mayor Johnson adjourned the meeting at 8:23 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Pass-A-Grille Community Association Beach Fire 2021

Date: October 12, 2021

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: Pass-a-Grille Community Association is requesting to have their annual beach fire on a public beach on December 16, 2021, from dusk until 10pm. The beach fire will be located on the beach at 15th Ave. The exact location will be determined by the organizer and SPB Fire Department. The City will provide assistance in digging the hole and moving pallets on the beach. Beach fires on public beaches require approval from the fire marshal, city manager and the commission. Before the fire marshal issues a permit, she will ensure the organizers use wood that is clean wood, no nails on pallets, a hole to be a maximum of 4ft in diameter, an area roped off 20ft in diameter around the fire. These stipulations will be on the permit certificate once the approval is granted. City staff is requesting that this annual event be approved by commission for this year and upcoming years if no changes are requested other than the dates.

Funding: N/A

Requested Motion: I move to authorize a request for a beach fire on PAG beach on December 16, 2021.

Attachments: 1. PAG Bonfire 2021 application 12-16-21v2



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: Jay Anderson Title(If applicable): President

Name of Organization (if applicable): PAGCA

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

Mailing Address: 1500 Pass-a-Grille Way

Cell Phone: 813-928-4070 Email: jay@avi575.com

Event Information

Event Title: PAGCA Bonfire Event/Organization Web Address: _____

Event Location(s): on PAG beach by 15th Ave (exact spot to be determined with organizer and fire department)
If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>12/16/21</u>	<u>Thursday</u>	<u>dusk</u>	<u>10pm</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 12/16/21 Time(s) 8am to _____
Cleanup Date(s): 12/16/21 Time(s) _____ to 11pm

Description of Event: bonfire, singing, fellowship

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

Event Logistics

Estimated Attendance 100 100
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: bonfire, singing, fellowship

Electricity Needed ☐ Yes ☒ No Source: _____

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

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) n/a

Parking Plan (please be detailed and include on site map): on street parking - many walk from homes

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No Alcohol
Will there be food trucks? ☐ Yes ☒ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. N/A St Pete Beach Food Truck Permit #
2. St Pete Beach Food Truck Permit #
3. St Pete Beach Food Truck Permit #
4. St Pete Beach Food Truck Permit #
5. St Pete Beach Food Truck Permit #

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

Other Food Vendors that are not a truck or trailer: **an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit**

N/A

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

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

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

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

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☒ Yes ☐ No

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

Street Closures

Does Event require any Road or Sidewalk Closures?

☐

Yes

☒

No

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

Road	Start Intersection	End Intersection	Date	Times

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

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

____ Barricades

____ Cones

4 Trash Bins

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

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

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

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

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

Jay Anderson

Print Name

PAGCA

Corporation Name (if applicable)

Jay Anderson

Signature

09/13/21

Date

Digitally signed by Jay Anderson
Date: 2021.10.05 16:37:03 -04'00'



City of St. Pete Beach Recreation Department Event Application

Please Include:

- ☐ Site Plan: Maximum Size of 8.5" x 11" including the following information
 - ☐ Location of food vendor area (s)
 - ☐ Tent locations and sizes
 - ☐ Location of food truck/trailers
 - ☐ Location of stage
 - ☐ Fuel storage/dispensing areas
 - ☐ Emergency access routes for LEO and Fire
 - ☐ Location of vending booths
 - ☐ Location of fire extinguishers & other life safety equipment
 - ☐ Description of sound amplification facilities or equipment
 - ☐ Location of alcoholic beverage consumption areas and vending
 - ☐ Location of Generators
 - ☐ Identify any fences/gates around the event
 - ☐ Table, chair and equipment layout
 - ☐ Location of portable restrooms
- ☐ Traffic & Parking Plan
- ☐ Safety Plan
- ☐ Certificate of Insurance
- ☐ Outdoor Cooking Permit Application (if applicable)
- ☐ Temporary Structure Permit Application (if applicable)
- ☐ Vehicle on the Beach Permit Application (if applicable)
- ☐ Beach Fire Permit Application (if applicable)
- ☐ Tax Exempt Documentation (if applicable)
- ☐ Non-Profit Documentation (if applicable)

Please send application to:

City of St. Pete Beach

Jennifer McMahon, Recreation Director

155 Corey Ave

St. Pete Beach, FL 33706

Or email to: Rddirector@stpetebeach.org

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

EVENT APPLICATION FEES

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

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

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

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

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

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

OTHER FEES

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

Vehicle on the Beach permits is \$15Food Truck/Trailer permit is \$170 annually

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

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Force Main 10 Replacement Design

Date: October 12, 2021

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Sanitary Force Main 10 was evaluated during the City's FY18 Force Main Condition Assessment and was found to be at the end of its service life, prompting this main to be scheduled and prioritized for replacement. This force main currently starts at Lift Station 10 and runs approximately 1,200 feet along Corey Avenue and Gulf Boulevard, discharging into a manhole at 75th Avenue. Rather than replace the force main in its existing location, the new replacement force main will be routed along Corey Avenue and extended east from Gulf Boulevard to Boca Ciega Drive.

The City requested a Task Order from Kimley-Horn and Associates, Inc. for general engineering services for the replacement of Force Main 10. Services included in this task order are design and permitting, bidding services and construction observation services. Construction of the replacement force main is programmed in the FY22 Capital Improvement Project budget.

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

Requested Motion: I move to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$51,079.00 for Force Main 10 Replacement Design.

Attachments: 1. Task Order from Kimley-Horn



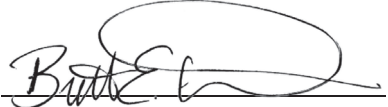
Exhibit "B"

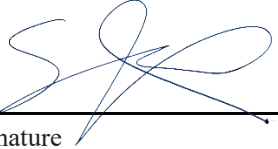
TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	5/25/2021
<i>Firm Selected for Task</i>	Kimley-Horn and Associates, Inc.
<i>Task (Project) Name</i>	Force Main No. 10 Replacement
<i>Task Description (and other relevant details)</i>	The Engineer will provide design documents, including plans, specifications, and opinion of probable cost, for the replacement of Force Main 10. Design, Permitting, Bidding, and Construction Observation Services will be included under this task order.
<i>Task Budget</i>	\$51,079.00
<i>Task Proposal Due Date</i>	05/25/2021

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:

_____	_____
Alex Rey	Date
City Manager	
City of St. Pete Beach	
	9/28/2021
Brett Warner	Date
Assistant Public Works Director	
City of St. Pete Beach	

	05/25/2021
Signature	Date
Shelby Hughes	
Name	
EOR	
Title	
Kimley-Horn and Associates, Inc.	
Firm	



INDIVIDUAL PROJECT ORDER (IPO)
May 25, 2021

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

IDENTIFICATION OF PROJECT:

Force Main No. 10 Replacement

PROJECT UNDERSTANDING:

Under this IPO, the Engineer will provide general engineering services for the replacement and extension of Force Main No. 10 (FID FM0010). The force main currently runs from Lift Station No. 10 for approximately 1,200 LF along Corey Ave and Gulf Blvd and discharges to the existing gravity sewer manhole (MH-660A/FID MH0801) south of the intersection of 75th Ave and Gulf Blvd. The existing force main will be replaced, and extended to Boca Ciega Drive, where it will discharge to MH-653/FID MH0545 or manifold with Force Main 2. This scope assumes that the new force main will be constructed in public right-of-way. The work to be included is described in the specific scope listed in Tasks 1, 2, and 3 below.

Task 1 – Design and Permitting

This task shall consist of the following:

- 1.1 The Engineer will conduct a Sunshine State One-Call design ticket request to obtain a list of registered utilities along the corridor. Each utility listed will receive an email requesting as-built data for the corridor.
- 1.2 The Engineer will have their sub-consultant prepare a topographic survey of the proposed Force Main No. 10 route located along Corey Ave and Gulf Blvd. The survey limits will extend from the existing lift station to the current receiving manhole as well as a potential receiving manhole on Boca Ciega Dr. Underground utilities will be depicted on the survey in accordance with visible appurtenances. No Title Searches will be performed as part of this scope of services.
- 1.3 The Engineer will prepare and submit the Florida Department of Environment Protection (FDEP) general collection systems permit, Form 62-604.300(8)a, including the necessary supporting documentation. The FDEP permit fee of \$500.00 will be paid by the Engineer and is included in this task.

- 1.4 The Engineer will prepare and submit the Florida Department of Transportation (FDOT) right-of-way permit if required through the One Stop Permitting portal for crossings at Gulf Blvd. or 75th Ave.
- 1.5 The Engineer will provide 11" X 17" Plan PDFs at the 60% level for a 60% review meeting. Plan and profile sheets with details will be provided for the force main from the lift station to the connection to the existing gravity system. The plan sheets will be provided to the City in PDF format and not paper copies. The Engineer will attend one (1) meeting with the City to discuss the 60% design approach prior to final design.
- 1.6 The Engineer will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Technical specifications and bid documents will only be provided with the final design submittal.
- 1.7 The Engineer will provide an opinion of probable construction costs for the proposed project based on the final design. OPC will only be provided with the final design submittal. *Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*
- 1.8 The Engineer will incorporate the City comments from the 60% review meeting and provide the final Construction Plan submittal of the proposed force main replacement on 11" x 17" plan sheets. The plan sheets will be provided electronically to the client in PDF format.

Task 2 – Bidding Services

- 2.1 The Engineer will attend a pre-bid meeting at the City of St. Pete Beach offices to describe the project and answer questions from prospective bidders. The Engineer will prepare meeting minutes from this meeting and send out via email to those in attendance.

The Engineer will assemble and transmit up to three (3) addendums to the City for distribution if required.

Task 3 – Construction Observation Services

This task shall consist of the following:

- 3.1 Pre-Construction Conference. The Engineer will attend the Pre-Construction Conference prior to commencement of work at the City public works office that will be led by the City. The Engineer will prepare meeting minutes from this meeting and send out via email to those in attendance.
- 3.2 Visit to the Site and Observation of Construction. The Engineer will provide two (2) visits to make on-site construction observation services during the construction phase. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during the visit and such observations, we will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep the City informed of the progress of the Work.

The purpose of the Engineer's site visit will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to the Engineer, and to provide the City a greater degree of confidence that the completed Work will conform to the Contract Documents. The Engineer shall not, during the visit or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. The Engineer will recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.

- 3.3 Clarifications and Interpretations. The Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.
- 3.4 Shop Drawings and Samples. The Engineer will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences,

schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and “or-equal.” Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

- 3.5 Inspections and Tests. The Engineer may require special inspections or tests of Contractor’s work as the Engineer deems appropriate and may receive and review certificates of inspections within the Engineer’s area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Engineer’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Engineer shall be entitled to rely on the results of such tests and the facts being certified.

- 3.6 Substantial Completion. The Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the City, the Engineer considers the Work substantially complete; the Engineer will notify the City and Contractor.

Final Notice of Acceptability of the Work. The Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Engineer shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Engineer’s knowledge, information, and belief based on the extent of its services and based upon information provided to the Engineer upon which it is entitled to rely.

- 3.7 Record Drawings and Project Documentation. The Engineer will compile construction records provided by the contractor during construction, shop drawings, and the Engineer records.

Limitation of Responsibilities. The Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Engineer shall not have the authority or responsibility to stop the work of any Contractor.

PROJECT DELIVERABLES

- 60% Design 11" X 17" Plans (electronic submittal)
- Permit Applications to be signed by City
- Construction Submittal 11" X 17" Plans, OPC, and Technical Specifications (electronic submittal)
- Record Drawings and Permit Certifications

The City shall provide and complete the following:

- Existing information and drawings as needed and available,
- Review and comment on the deliverables,
- Attend and participate in project meetings.

FEE AND BILLING

Kimley-Horn will provide the services outlined in Tasks 1, 2, and 3 above for the Lump Sum fee as shown below. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn dated in 2021.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Design and Permitting	<u>\$36,831.00</u>
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Including:

<i>Topographic Survey</i>	<i>\$15,990.00</i>
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<i>Permit Fees</i>	<i>\$500.00</i>
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Task 2 – Bidding Services	<u>\$2,288.00</u>
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Task 2 – Construction Observation Services	<u>\$11,961.00</u>
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TOTAL LUMP SUM FEE	<u>\$ 51,079.00</u>
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ADDITIONAL SERVICES (if required):

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

METHOD OF COMPENSATION:

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

OTHER SPECIAL TERMS OF IPO:

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

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: Wayne White

TITLE: _____

Wayne White, P.E.
Vice President

DATE: _____

DATE: 05/24/2021

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: Force Main No. 10 Replacement
 Project Number:
 Date Prepared: 3/15/2021
 Estimated By: Madison Rice

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)								KHA Labor Total	Misc. Direct Expense (\$)
		Senior Prof 2	Senior Prof 1	Prof	Senior Tech Support	Tech Support	Analyst	Support Staff			
1	Design and Permitting	272.8	251.1	182.9	158.1	96.1	117.8	97.7			
1.1	Utility Coordination/Notifications						4	2			
1.2	Topographic Survey										\$15,990
1.3	Permitting			1			2				
	FDEP Application Fee										\$500
1.4	60% Design		2	10			60	4			
	Review Meeting			4			4				
1.5	Final Design Plans		2	10			20				
1.6	Specifications			2			10	5			
1.7	OPC			2			10				
	Subtotal (Hours)	0	4	29	0	0	110	11			16490
	Task Total (Dollars)	\$0	\$1,004	\$5,304	\$0	\$0	\$12,958	\$1,074		\$20,341	\$16,490
2	Bidding Services										
2.1	Bid Solicitation	0	0	5	0	0	10	2		0	0
	Subtotal (Hours)	0	0	5	0	0	10	2		0	0
	Task Total (Dollars)	\$0	\$0	\$915	\$0	\$0	\$1,178	\$195		\$2,288	\$0
3	Construction Observation Services										
3.1	Preconstruction Conference			2			4				
3.2	Construction Observation (2 Site Visits)			4			4				\$100
3.3	RFIs			10			15				
3.4	Shop Drawing Review			10			20				
3.5	Testing (Pressure Test)			2			2				
3.6	Substantial Completion/Punch List/Final Walkthrough			2			4				
3.7	Final As-Built Review and FDEP Certification	0	0	2			2				100
	Subtotal (Hours)	0	0	32	0	0	51	0			100
	Task Total (Dollars)	\$0	\$0	\$5,853	\$0	\$0	\$6,008	\$0		\$11,861	\$100
Total Project Task										\$51,079	



May 24, 2021

Madison Rice, E.I.
Kimley-Horn
100 2nd Ave S #105N
St. Petersburg, FL 33701

Re: Proposal for Professional Surveying & Mapping Services
FM #10 – ROW / Topographic Survey
St. Pete Beach, Florida

Dear Ms. Rice:

Pursuant to the information you provided, Hyatt Survey Services, Inc. is pleased to provide the following proposal for the surveying services required on the above referenced project:

SCOPE OF SERVICES

I. Force Main #10 – ROW / Topographic Survey:

- A.** Hyatt Survey will perform a ROW / Topographic Survey of the proposed Force Main #10 as located along Corey Ave from Sunset Way to Boca Ciega Dr, Gulf Blvd from 75th Ave to Corey Ave, and Boca Ciega Dr from 75th Ave to Corey Ave in St Pete Beach, Florida. The survey limits will extend from ROW line to ROW line for approximately 2,400 lf. (See attached exhibit.)
- B.** Right of Ways will be determined from existing monumentation and subdivision plat / deeds as recorded in County public records. No title searches will be performed as part of this survey.
- C.** Hyatt Survey will locate visible aboveground site improvements, utilities and appurtenances. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances. Hyatt Survey Services, Inc. will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawing(s) from information provided by others.
- D.** Hyatt Survey will determine site elevations on a maximum one-hundred (100) foot grid, at grade breaks, at changes in direction on curbing/paving extending from Right of Way to Right of Way.
- E.** All elevations will be referenced to the NAVD 88 vertical datum. 2 Project Benchmarks will be established.
- F.** All data will be referenced to Florida State Plane Coordinates – NAD 83/11 datum – Florida West Zone.
- G.** Hyatt Survey will locate/identify living trees with a 4-inch or greater DBH (diameter @ breast height).



Madison Rice, E.I.
Kimley-Horn and Associates, Inc.
May 24, 2021
Page 2

- H. Hyatt Survey will provide the survey drawing(s) AutoCAD format prepared to the client's CAD/layer specifications as well as six (6) signed and sealed paper copies of the survey drawing(s).
- I. This project will require no more than forty-five (45) calendar days to complete from our receipt of a written "notice to proceed."

Hyatt Survey proposes to provide these services for the lump sum fees as follows:

1. Force Main #10 – ROW / Topographic Survey: \$ 15,990.00

All work will be performed in accordance with the minimum requirements of Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

I have attached our standard "General Contract, Provisions and Conditions" as part of this agreement. To accept this proposal, please sign where indicated below and return a copy of this document as your acceptance of this agreement and our authorization to proceed.

If you have any questions or comments, please do not hesitate to contact me at 941-748-4693. I look forward to working with you on this project.

Sincerely,
HYATT SURVEY SERVICES, INC.

A handwritten signature in black ink that reads "Pamela A. Hyatt".

Pamela A. Hyatt, P.S.M.
President

Accepted by: **Kimley-Horn & Associates, Inc.**

Sign here: _____ Date: _____

Print name here: _____

Duly Authorized Signatory



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Four Seasons Mowing Bid Proposal

Date: October 12, 2021

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: The current agreement for landscape maintenance for Districts 3 and 4 expired September 30, 2021. A Request for Bid (RFB) was opened for bids on September 8, 2021 and closed on September 24, 2021. Only one bid was received from Four Seasons Mowing. Four Season Mowing is who is currently contracted for these services and staff are comfortable continuing that partnership.

Staff is recommending approval of the bid proposal from Four Seasons Mowing for landscape maintenance in district 3 and 4 in the amount of \$132,857.22 annually. In FY22, \$129,000 is budgeted for Districts 3 and 4 landscape maintenance based on current contract.

Funding: 001-6104-572-5310

Requested Motion: I move to accept the bid proposal from Four Seasons Mowing for landscape maintenance in Districts 3 and 4 in the amount of \$132,857.22 annually.

Attachments:

1. FOUR SEASONS MOWING BID 9-28-21
2. Four Seasons Agreement 2021

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in landscaping care and ground maintenance.

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

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

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "Landscaping Maintenance District 3 and 4" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

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

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Landscaping Maintenance District 3 and 4."

COMPANY: FOUR SEASONS MAINTENANCE DATE: 23SEP21
ADDRESS: 1507 SURPRISE BLVD PHONE: 727 641 7396
BIDDER: [Signature] NAME: JAMES E. ETHRIDGE / MGR
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of September, 2021, by James E. Ethridge who is personally known to me or has produced FL DL as identification.

(SEAL)



[Signature]
Notary Public – State of Florida

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

SUBMIT BID TO:

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

III. FEE SCHEDULE

Landscape Maintenance – District 3 Parks, Properties, & ROWs

de

LOCATION	APRIL 1 - OCTOBER 31			NOVEMBER 1 - MARCH 31			YEARLY TOTAL
	Weekly, based on 30 weeks	PERIOD TOTAL		Every other week, based on 22 weeks	PERIOD TOTAL		
	VISITS	COST/VISIT		VISITS	COST/VISIT		
Gulf Blvd Medians (Includes 55th Median – Don CeSar Median)	30	\$ <u>175</u>	\$ <u>5250</u>	11	\$ <u>175</u>	\$ <u>1925</u>	\$ <u>7175</u>
Punta Vista Drive Median 5200 Punta Vista Dr	30	\$ <u>125</u>	\$ <u>3750</u>	11	\$ <u>125</u>	\$ <u>1375</u>	\$ <u>5125</u>
Boca Ciega Isle Bridge 350 46th Ave	30	\$ <u>65</u>	\$ <u>1950</u>	11	\$ <u>65</u>	\$ <u>715</u>	\$ <u>2665</u>
Boca Ciega Isle Mini Park 1142 Boca Ciega Isle Dr	30	\$ <u>35</u>	\$ <u>1050</u>	11	\$ <u>35</u>	\$ <u>385</u>	\$ <u>1435</u>
Lido Park 4503 Gulf Blvd	30	\$ <u>125</u>	\$ <u>3750</u>	11	\$ <u>125</u>	\$ <u>1375</u>	\$ <u>5125</u>
County Park 4700 Gulf Blvd	30	\$ <u>175</u>	\$ <u>5250</u>	11	\$ <u>175</u>	\$ <u>1925</u>	\$ <u>7175</u>
Belle Vista Parking Lot 30 44th Ave (behind GiGis Restaurant)	30	\$ <u>15</u>	\$ <u>450</u>	11	\$ <u>15</u>	\$ <u>165</u>	\$ <u>615</u>
Belle Vista Triangle #1 125 44th Ave	30	\$ <u>75</u>	\$ <u>2250</u>	11	\$ <u>75</u>	\$ <u>825</u>	\$ <u>3075</u>
Belle Vista Triangle #2 3715 Belle Vista Dr	30	\$ <u>85</u>	\$ <u>2550</u>	11	\$ <u>85</u>	\$ <u>935</u>	\$ <u>3485</u>

De

Belle Vista Mini Park
3600 Belle Vista Dr E

30 \$ 30 \$ 900

11 \$ 30 \$ 330 \$ 1230

Belle Vista Pocket Park
401 Belle Point Dr

30 \$ 15 \$ 450

11 \$ 15 \$ 165 \$ 615

Belle Vista Alleys
Located between 44th/43rd Ave,
43rd/42nd Ave, 42nd/41st Ave

30 \$ 150 \$ 4500

11 \$ 150 \$ 1650 \$ 6150

Thomas Rowe Park
3501 Gulf Blvd

30 \$ 20 \$ 600

11 \$ 20 \$ 220 \$ 820

Pinellas Bayway
(35th Ave) North and South ROW
& Medians (from bridge to Gulf Blvd)
& Maritana ROW
& Under Bayway Bridge
& Don CeSar HOA sign

30 \$ 400 \$ 12000

11 \$ 400 \$ 4400 \$ 16400

Lazarillo Park
224 DeBazen Ave

30 \$ 300 \$ 9000

11 \$ 300 \$ 3300 \$ 12300

STREET ENDS

4152 Belle Vista Dr E

30 \$ 20 \$ 600

11 \$ 20 \$ 220 \$ 820

396 Belle Point Dr
(N end of Clearview St)

30 \$ 15 \$ 450

11 \$ 15 \$ 165 \$ 615

Landscape Maintenance – District 4 Parks, Properties, & ROWs

DE

	APRIL 1 - OCTOBER 31			NOVEMBER 1 - MARCH 31			
	Weekly, based on 30 weeks			Every other week, based on 22 weeks			
LOCATION	VISITS	COST/VISIT	PERIOD TOTAL	VISITS	COST/VISIT	PERIOD TOTAL	YEARLY TOTAL
Don CeSar Boat Ramp & ROW 3320 W Maritana	30	\$ 20	\$ 600	11	\$ 20	\$ 220	\$ 820
Don Vista Center & El Centro ROW 3300 Pass A Grille Way	30	\$ 50	\$ 1500	11	\$ 50	\$ 550	\$ 2050
Don Vista Beach Park & Grass Lot (west of N parking lot) 500 33rd Ave	30	\$ 25	\$ 750	11	\$ 25	\$ 275	\$ 1025
Vina Del Mar Bridge 21st Ave at Pass A Grille Way	30	\$ 30	\$ 900	11	\$ 30	\$ 330	\$ 1230
Vina Del Mar Park 302 Isle Way	30	\$ 450	\$ 13500	11	\$ 450	\$ 4950	\$ 18450
Isle Drive Bridge (both sides) 260 Isle Dr (VDM)	30	\$ 15	\$ 450	11	\$ 15	\$ 165	\$ 615
South Fire Station 1900 Pass A Grille Way	30	\$ 30.42	\$ 912.60	11	\$ 30.42	\$ 334.62	\$ 1247.22
Hurley Park / Warren Webster Center 1501 Gulf Wa	30	\$ 200	\$ 6000	11	\$ 200	\$ 2200	\$ 8200
Ercius Park 1205 Pass A Grille Way	30	\$ 10	\$ 300	11	\$ 10	\$ 110	\$ 410
8th Ave Business District	30	\$ 75	\$ 2250	11	\$ 75	\$ 825	\$ 3075

024

(between PAG Way & Gulf Way)

Pass A Grille Park
1000 Pass A Grille Way

30 \$ 165 \$ 4950 11 \$ 165 \$ 1815 \$ 6765

Pass A Grille Concession
900 Gulf Way

30 \$ 20 \$ 600 11 \$ 20 \$ 220 \$ 820

Gulf Way Islands
(from 9th Ave - 22nd Ave)

30 \$ 160 \$ 4960 11 \$ 160 \$ 1760 \$ 6560

STREET ENDS

21st Ave (W)

30 \$ 5 \$ 150 11 \$ 5 \$ 55 \$ 205

1599 Pass A Grille Way (E)

30 \$ 15 \$ 450 11 \$ 15 \$ 165 \$ 615

1499 15th Ave (E)

30 \$ 5 \$ 150 11 \$ 5 \$ 55 \$ 205

1399 14th Ave (E)

30 \$ 15 \$ 450 11 \$ 15 \$ 165 \$ 615

Intercoastal Seawall
(1st Ave - 12th Ave)

30 \$ 75 \$ 2250 11 \$ 75 \$ 825 \$ 3075

Dog Beach (1st Ave E)

30 \$ 50 \$ 1500 11 \$ 50 \$ 550 \$ 2050

TOTAL ANNUAL CONTRACT PRICE

\$ 132,857.22

For November 1st - March 31st this will be on an alternating schedule. District 3 maintenance one week and District 4 maintenance the next.

Emergency Service

Fertilizer Application

Sod Removal and Installation

Tree Trimming

Blind Pass Right-of-Way

Hourly Rate:

\$ 120⁰⁰ /hour

(INCLUDES FERT)

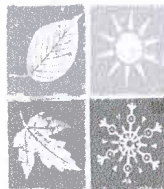
\$ 218.75 /hour

\$ 160⁰⁰ /hour

\$ 150⁰⁰ /hour

\$ 85⁰⁰ /hour

cle



**FOUR SEASONS MOWING
& MORE, LLC.**

Phone: 727.641.7396

E-mail: fourseasonsmowing@gmail.com

1807 Sunrise Blvd, Clearwater, FL 33760

REFERENCES

Mandy Edmonds
City of Saint Petersburg Beach Parks
Supervisor
727-363-9246
aedmunds@stpetebeach.org
2017-2021 City Of St. Pete Beach Support

Greg Wright
Assistant Park Superintendent City of Largo
727-512-2023
gwright@largo.com
2019-2021 City Of Largo Support

District Chief Richard Gomolak
Logistics Officer SP201
St. Petersburg Fire Rescue
400 Dr MLK Jr St S
Cell 727-272-7681
Richard.GomolakJr@stpete.org
2019-2021 City of St. Pete Firestations
Support

Joe Morelli
Morelli Landscaping Inc.
Owner
727-535-6263
Attn: Beth Hammond
vjmorelli@tampabay.rr.com
2015-2021 Multiple City Project Support

Brian Forrester
(Former) Training Manager Arbys Mosaic
Red Hat
727-365-1080
timforrester65@gmail.com



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

Detail by Entity Name

Florida Limited Liability Company

FOUR SEASONS MOWING AND MORE LLC

Filing Information

Document Number L13000107465
FEI/EIN Number 46-3353475
Date Filed 07/30/2013
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 09/29/2014

Principal Address

1807 SUNRISE BLVD.
CLEARWATER, FL 33760

Mailing Address

1807 SUNRISE BLVD.
CLEARWATER, FL 33760

Registered Agent Name & Address

ETHRIDGE, KIMBERLY F
1807 SUNRISE BLVD.
CLEARWATER, FL 33760

Name Changed: 05/30/2017

Authorized Person(s) Detail

Name & Address

Title MGR

ETHRIDGE, JAMES R
1807 SUNRISE BLVD.
CLEARWATER, FL 33760

Annual Reports

Report Year	Filed Date
2019	06/10/2019
2020	04/16/2020
2021	04/13/2021

Document Images

04/13/2021 -- ANNUAL REPORT	View image in PDF format
04/16/2020 -- ANNUAL REPORT	View image in PDF format
06/10/2019 -- ANNUAL REPORT	View image in PDF format
03/09/2018 -- ANNUAL REPORT	View image in PDF format
05/30/2017 -- ANNUAL REPORT	View image in PDF format
04/08/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
09/29/2014 -- REINSTATEMENT	View image in PDF format
07/30/2013 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L13000107465
FILED 8:00 AM
July 30, 2013
Sec. Of State
bbostick

Article I

The name of the Limited Liability Company is:
FOUR SEASONS MOWING AND MORE LLC

Article II

The street address of the principal office of the Limited Liability Company is:
1807 SUNRISE BLVD.
CLEARWATER, FL. US 33760

The mailing address of the Limited Liability Company is:
1807 SUNRISE BLVD.
CLEARWATER, FL. US 33760

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
KIMBERLY F ETHRIDGE
1807 SUNRISE BLVD.
CLEARWATER, FL. 33760

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: KIMBERLY F. ETHRIDGE

Article V

The name and address of managing members/managers are:

Title: MGR
JAMES R ETHRIDGE
1807 SUNRISE BLVD.
CLEARWATER, FL. 33760 US

L13000107465
FILED 8:00 AM
July 30, 2013
Sec. Of State
bbostick

Signature of member or an authorized representative of a member

Electronic Signature: SHEILA DANG, LEGALZOOM.COM, INC.

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

State of Florida

Department of State

I certify from the records of this office that FOUR SEASONS MOWING AND MORE LLC is a limited liability company organized under the laws of the State of Florida, filed on July 30, 2013.

The document number of this limited liability company is L13000107465.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 13, 2021, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of April, 2021*



Randy B. ...
Secretary of State

Tracking Number: 5723770409CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/2021

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

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

PRODUCER Phone: 727-937-4141 Fax: 727-937-4237
COASTAL INSURANCE ASSOCIATES INC
201 S PINELLAS AVE
TARPOON SPRINGS FL 34689

CONTACT NAME: **COASTAL INSURANCE ASSOC.**

PHONE (A/C, No, Ext): FAX (A/C, No):

E-MAIL ADDRESS: **coastal.insurance@verizon.net**PRODUCER CUSTOMER ID: **10121**

INSURED
FOUR SEASONS MOWING & MORE LLC
1807 SUNRISE BLVD
CLEARWATER FL 33760-1550

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: **Southern Owners Insurance**

10190

INSURER B: **Progressive**

24260

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 10337041

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			20400148	08/11/21	08/11/22	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED. EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
B	AUTOMOBILE LIABILITY			00965885	08/01/21	08/01/22	COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$ 250,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ 500,000
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$ 100,000
	☐ HIRED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$

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

CERTIFICATE HOLDER ADDED AS ADDITIONAL INSURED TO GENERAL LIABILITY POLICY

CERTIFICATE HOLDER

CANCELLATION

PENDING:
(Effective Upon Contract Award)
City Of St. Petersburg Beach
155 Corey Ave
St. Pete Beach, FL 33706

Attention:

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

AUTHORIZED REPRESENTATIVE

David M. Kinser
David M. Kinser

SWORN STATEMENT – PUBLIC ENTITY CRIMES

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

- by: JAMES E. HARRIS, M.D.
(Print individual's name and title)

for: FOUR SEASONS MOWING & MORE
(Print name of entity submitting sworn statement)

at: 1807 SUNSHINE BLVD CINCINNATI, OH
(Business address) 33215

86-3248468
(FEIN)

(SSN)

signing this sworn statement:

Jan E. Smith

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
 - a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who

are active in management of an entity.

6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☒ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☒ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

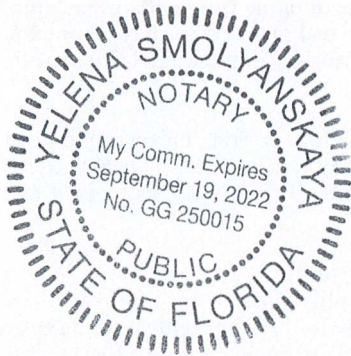
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC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

STATE OF FLORIDA
COUNTY OF

Pineellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☒ physical presence or ☐ online notarization, this 24 day of September, 2021, by James R. Ethridge who is personally known to me or has produced FLDL as identification.

(SEAL)



[Signature]
Notary Public - State of Florida

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

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

Landscaping Maintenance District 3 and 4

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

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

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

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

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

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

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

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

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

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

5. Vendor shall deliver the goods, or provide the services, described herein no later than 9/30/2022 ("completion date").

6. This Agreement will remain in effect for a period of one (1) year from the effective date. The agreement is a one (1) year agreement and renewable on a one (1) year basis for a maximum of three (3) year renewals.

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

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

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

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

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

purchase price provided herein.

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

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

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

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

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

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

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

costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

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

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

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

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

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

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

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

As to Vendor:

Four Seasons Mowing & More, LLC.
1807 Sunrise Blvd.
Clearwater, FL 33760

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.

Four Seasons Mowing & More, LLC..

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT "B"

(Place Vendor's Proposal behind this page)

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Holiday Decorations 2021

Date: October 12, 2021

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: The City signed a 5- year lease with Clark Sales Display for City wide decorations in 2017. This year's proposal is for \$71, 548.75 and includes:

- Pole Mounts for Blind Pass and 75th
- Pole Trim on Corey from Mangrove to Gulf Blvd, Mangrove from Corey to 75th
- Tree Wrap on Gulf Blvd south from 75th
- Horan Park Tree
- Pole Trim and Tree Wrap on the Bayway from Toll Booth to Gulf Blvd
- Tree in PAG park
- Pole Trims and Tree Wraps in PAG on Gulf Way and Pass-a-Grille Way from 1st to 22nd Ave
- Pole Trims on 8th, 9th, and 10th Ave in PAG
- Horan Park Snowfall Lights in Ligustrums
- Pole Mounts on Gulf Blvd from 75th to Bayway

Funding: 001-6106-572-5399

Requested Motion: I move to approve the Clark Sales Display proposal in the amount of \$71,548.75.

Attachments: 1. Clarks Holiday Decorations 2021 Proposal



CLARKS

OUTDOOR DECOR™

SEASONAL DECORATIONS • BANNERS • FLAGS

PROPOSAL

SALES ~ LEASE ~ INSTALLATION

Jennifer McMahon
Parks and Recreation Dir.
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839
PH: 727.363.9274

POST OFFICE BOX 1007
TAVARES, FLORIDA 32778
1-800-962-7937/ 352-343-5899

WWW.CLARKSCHRISTMAS.COM

Questions? call Lee C. Clark

Quote Number: 210330 ST PETE BEACH 21
Date 9/14/2021

JOB NAME / LOCATION

ST. PETE BEACH, CITY OF
City wide decorations.

Quote Expires on: 10/14/2021

Qty	REF.	Description	Price	Extend
1	5 YEAR	THE LEASE, INSTALLATION, REMOVAL, AND STORAGE OF THE FOLLOWING HOLIDAY DECORATIONS: FIVE YEAR LEASE 2017, 2018, 2019, 2020, AND 2021. (ITEMS ARE PRICED PER YEAR) PIGGY BACK ON THE CITY OF TREASURE ISLAND CONTRACT NUMBER CP-1617-12	\$0.00	\$0.00
53	PREMIER POLES	THE FOLLOWING POLE MOUNTS TO BE DECORATED ON BLIND PASS RD FROM 75TH STREET NORTH TO BRIDGE & 75TH AVE FROM BRIDGE TO GULF BLVD (15% POLE MOUNT DISCOUNT ALREADY APPLIED IN UNIT PRICING) FOLLOWING CUSTOMER SELECT PREMIER POLE MOUNT CATEGORY: 13- P 384 5.5' WREATH WITH SILHOUETTE BELL IN THE CENTER 13- P 332WT 5' WREATH WITH 3 CANDLES IN THE MIDDLE 13- P231 7.5' POINSETTIA WITH STEM 14- P230 5' POINSETTIA WITHOUT STEM *** INSTALLER NOTE FOR 2019 *** 1ST AVE TO 12TH AVE ON PASS A GRILLE WAY, WRAP ONLY THE LIGHT POLES ON EAST SIDE OF THE ROAD (WATER SIDE) WEST SIDE POLES WILL BE REMOVED DUE TO CONSTRUCTION. THE FOLLOWING POLE TRIMS TO PLACED IN SAME AREAS AS PAST YEARS: GULF WAY & PASS A GRILLE WAY AREA, COREY BLVD 167 TRIMS: GULF WAY STARTING AT 22ND AVE HEADING SOUTH TO 1ST AVE TO PASS A GRILLE WAY PASS A GRILLE WAY: STARTING AT 1ST AVE HEADING NORTH ON PASS A GRILLE WAY TO APPROX 32ND AVE. CONNECTOR STREETS BETWEEN GULF WAY & PASS A GRILLE WAY 11- ON 8TH AVE 5- ON 9TH AVE 6- ON 10 AVE DOWNTOWN POLE TRIMS: 40 POLE TRIMS ON COREY AVE FROM GULF BLVD TO BAY ST 5- MANGROVE ST FROM COREY AVE TO 75TH AVE 25' GREEN POLE TRIM SPIRALED DOWN SMALL LAMPPOST WITH A 2- 24" LARGE RED VINYL AFFIXED TO THE TOP 24- MEDJOO PALMS LOCATED IN THE MEDIANS ON GULF BLVD STARTING SOUTH OF 75TH STREET, TO BE WRAPPED WITH THE	\$199.75	\$10,586.75
234	LAMP	25' GREEN POLE TRIM SPIRALED DOWN SMALL LAMPPOST WITH A 2- 24" LARGE RED VINYL AFFIXED TO THE TOP 24- MEDJOO PALMS LOCATED IN THE MEDIANS ON GULF BLVD STARTING SOUTH OF 75TH STREET, TO BE WRAPPED WITH THE	\$88.00	\$20,592.00

Qty	REF.	Description	Price	Extend
24	TREE WRAP RED	FOLLOWING: 75' - 9" RED GARLAND TRIMS WITH 2- GOLD GLITTER BOWS 75' - 9" RED GARLAND TRIM TO BE WRAPPED ON THE MEDJOOL PALMS., WITH 2 -24" GOLD GLITTER BOWS POSTIONED AT THE TOP TO FACE ON COMING TRAFFIC IN EACH DIRECTION.	\$196.00	\$4,704.00
1	SSPT 18	HORAN PARK TREE: 22' PANEL TREE INCLUDING 4' STAR TOPPER DONE IN NATURAL BRANCH GARLAND COMPLETE WITH OVER 935 C7 LED LIGHTS 306 TRADITIONAL COLORED ORNAMENTS 4"-8" IN SIZE 4' 3D TREE TOPPER BASE SIZE IS 10' IN DIAMETER	\$5,500.00	\$5,500.00
25	POLE TRIM	** PINELLAS BAYWAY FROM TOLL BOTH TO GULF BLVD** 75' - 9" RED GARLAND POLE TRIM TO SPIRAL DOWN LARGE WHITE UTILITY POLES FROM UNDER LAMP MOUNT AT THE TOP SPIRALED DOWN TO BOTTOM 8 - MEDJOOL PALMS LOCATED IN THE MEDIANS ON PINELLAS BAYWAY FROM TOLL BOOTH TO GULF BLVD. TO BE WRAPPED WIITH THE FOLLOWING:	\$148.00	\$3,700.00
8	TREE WRAP RED	75' - 9" RED GARLAND TRIMS WITH 2- GOLD GLITTER BOWS 75' - 9" RED GARLAND TRIM TO BE WRAPPED ON THE MEDJOOL PALMS., WITH 2 -24" GOLD GLITTER BOWS POSTIONED AT THE TOP TO FACE ON COMING TRAFFIC IN EACH DIRECTION.	\$196.00	\$1,568.00
1	SSPT 14LED ORN	** PASS A GRILLE PARK TREE *** Pass A Grille Park (Shuffle Board Park) between 8th and 11th ave pass a grille. Install at the bus stop area near the paradise grille location down south 17' PANEL TREE INCLUDING 3' -3D STAR GARLAND IS NATURAL TWO TONE BRANCH OVER 689 C7 MULTI COLORED LED LIGHTS LIGHTS (1200 WATTS / 10 AMPS), FULL BASE SIZE IS 8' IN DIAMETER , TREE WILL BE COMPLETE WITH: OVER 150 TRADITIONAL COLORED ORNAMENTS SIZED FROM 4" - 8"	\$3,350.00	\$3,350.00
1	SNOWFALL LIGHT	*** NEW ITEMS / AREAS FOR 2020 **** LIGUSTRUMS THAT BORDER HORAN PARK AT 75TH AVE 270 TOTAL- MIX OF 12" & 20" ANIMATED LED SNOWFALL LIGHTS. EACH SNOWFALL TUBE RANDOMLY DISPLAYS LIGHTS AS IF THEY ARE FALLING OUT OF THE TREE. THE ANIMATED LIGHTING SPEED ON EACH TUBE HAVE INDEPENDENT CHASE SPEEDS . TUBES WILL BE PLACED AROUND THE LIGUSTRUMS THAT BORDER HORAN PARK AT 75TH AVE. THE 27 LIGUSTRUMS WILL AVERAGE APPROX. 10 TUBES PER TREE POSITIONED ON BOTH SIDES OF THE LIGUSTRUMS, (FACING THE PARK & ROAD)	\$7,965.00	\$7,965.00

Qty	REF.	Description	Price	Extend
68	PREMIER POLES	68 LARGE LIGHT POLES ON GULF BLVD FROM COREY AVE TO PINELLAS BAY WAY TO BE DECORATED WITH THE FOLLOWING: (15% POLE MOUNT DISCOUNT ALREADY APPLIED) FOLLOWING CUSTOMER SELECT PREMIER POLE MOUNT CATEGORY: 17- P 384 5.5' WREATH WITH SILHOUETTE BELL IN THE CENTER 17- P 332WT 5' WREATH WITH 3 CANDLES IN THE MIDDLE 17- P231 7.5' POINSETTIA WITH STEM 17- P230 5' POINSETTIA WITHOUT STEM	\$199.75	\$13,583.00
1	INFO	DECORATIONS WILL BE INSTALLED IN NOVEMBER, AND REMOVED TO OUR STORAGE FACILITY IN JANUARY. WE DON'T DO MID SEASON SERVICE UNLESS DANGEROUS CONDITIONS APPLY AND THEY WILL BE CORRECTED AS SOON AS POSSIBLE. WE ARE IN THE DISPLAY BUSINESS ONLY, AND DO NOT DO ANY ELECTRICAL WORK OTHER THAN PLUGGING INTO EXISTING OUTLETS. THIS ALSO INCLUDES THE RESETTING OF GFCI BREAKERS THAT POP DUE TO MOISTURE, RAIN, SPRINKLERS, ETC. ** ALL TREE LIGHTING WILL BE INSTALLED IN SEPTEMBER OR OCTOBER FOR A NOVEMBER PLUG IN**	\$0.00	\$0.00

TAX

TOTAL ANNUAL LEASE \$71,548.75

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above, it is acknowledged and agreed that by signing this proposal a contract will thereafter exist between the parties the terms of which contract will be those described in this proposal

Signature: _____

Signature: _____

Name: _____ Title: _____

Date of Acceptance: _____

ALL MATERIALS IS GUARANTEED TO BE AS SPECIFIED.
 ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS. AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rileighs Outdoor, llc	
	2 Business name/disregarded entity name, if different from above dba Clark Sales Display, dba Clarks Outdoor Decor, dba Raleighs Outdoor Decor	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 4365	
	6 City, state, and ZIP code Bethlehem, PA 18018	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

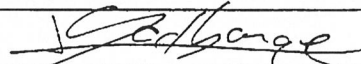
Social security number								
			-					
or								
Employer identification number								
8	3	-	3	1	6	6	5	1 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 7-6-21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Authorization of Expenditures for Library Materials

Date: October 12, 2021

Prepared By: Betcinda Kettells, Library Director

Through: Vincent Tenaglia, Assistant City Manager

Summary of Issue: The fiscal year (FY) 2022 budget includes funding for the purchase of print materials at the library. Staff is requesting authorization to purchase books throughout the year on an as-needed basis utilizing a previously executed bid awarded to Baker and Taylor, Inc. by the State of Florida. Staff has evaluated Baker and Taylor against other service providers, including Amazon, Brodart, and Midwest Tapes, and recommends Baker and Taylor due to the vendor's highly responsive ordering platform and competitive pricing.

The City has a long-standing relationship with Baker and Taylor, with cataloging systems already in place. Materials discounted off retail pricing through the State of Florida include adult and juvenile hardcover fiction and non-fiction titles, reinforced bindings on selected juvenile titles, and adult non-fiction paperback titles.

Funding: The FY 2022 budget includes \$51,000 for circulation materials (account no.001.5602.571.5660)

Requested Motion: "I move to authorize expenditures for the purchase of library circulation materials from Baker and Taylor, Inc., in the estimated amount of \$36,000, utilizing the State of Florida Contract No. 55000000-20-NY-ACS."

Attachments: 1. Baker and Taylor Agreement



Alternate Contract Source (ACS)

No. 55000000-20-NY-ACS

For

Books and Non-Print Library Materials, and Related Ancillary Services

This Contract is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida (State), and Baker and Taylor, LLC, 2550 West Tyvola Road, Suite 300, Charlotte, NC 28217 (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by section 287.042(16), Florida Statutes, "To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The State of New York competitively procured Books and Non-Print Library Materials, and Related Ancillary Services, and signed contract award number 22868 with the Contractor, attached hereto as Exhibit D (Master Agreement). The Master Agreement became effective on June 1, 2015, and is scheduled to expire on May 31, 2022. No renewal options are available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative source contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will begin June 30, 2020, or on the date the Contract is fully signed by all Parties and will expire May 31, 2022, consistent with the Master Agreement, unless terminated earlier in accordance with the Special Contract Conditions or Additional Special Contract Conditions.

2. Modifications or Additions to Master Agreement.

- a) As used in this document, Contract (whether or not capitalized) will, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes any and all

Alternate Contract Source (ACS)
No. 55000000-20-NY-ACS
For
Books and Non-Print Library Materials, and Related Ancillary Services

prior agreements. This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

- b) All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibits A, B, and C modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence shall apply:
- i. This Contract and amendments, with the latest issued having priority.
 - ii. Exhibit A: Additional Special Contract Conditions (Florida)
 - iii. Exhibit B: Special Contract Conditions (Florida)
 - iv. Exhibit C: [Price Sheet](#)
 - v. Exhibit D: [Master Agreement](#)
- c) Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.
- d) The first line of the "Price" section of the Master Agreement is modified as follows:
- Price shall include all customs duties and charges and shall be net, F.O.B. destination, any point in ~~New York State~~ the State of Florida and shall include inside delivery inside doors of Authorized User's receiving platform.

3. Purchases off this Contract.

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS No. 55000000-20-NY-ACS. State agencies acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract.

**Alternate Contract Source (ACS)
No. 55000000-20-NY-ACS
For
Books and Non-Print Library Materials, and Related Ancillary Services**

4. Primary Contacts

Department's Contract Manager:

Thomas Bower
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-6904
Email: Thomas.Bower@dms.myflorida.com

Contractor's Contract Manager:

Lee Ann Queen
Baker and Taylor, LLC
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
Telephone: (800) 775-7930
Email: Bids@baker-taylor.com

6. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

Alternate Contract Source (ACS)
No. 55000000-20-NY-ACS
For
Books and Non-Print Library Materials, and Related Ancillary Services

IN WITNESS THEREOF, the Parties here to have caused this Contract, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

CONTRACTOR
Baker and Taylor, LLC



DocuSigned by:
Lee Ann Owen
ADD 241822241A...

Director-Pricing Services

7/14/2020 | 2:47 PM EDT

Date:

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES



DocuSigned by:
Tami Fillyaw
ADD 241822241A...

Tami Fillyaw
Chief of Staff

7/14/2020 | 6:47 PM EDT

Date:



ADDITIONAL SPECIAL CONTRACT CONDITIONS Exhibit A

The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. Vendor Registration: In order to complete any transaction between a Customer and the Contractor, the Contractor must be registered in [MyFloridaMarketPlace](#).
2. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this Contract, the Customer is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
3. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Contractor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.
4. Employment Eligibility Verification: The language of Subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as other subcontractors.
5. Orders: Any Order placed by a Customer for a Product and/or Service available from this Contract shall be deemed to be a sale under and governed by the terms and conditions of the Contract. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, and signed by both parties.

Contractor must be able to accept purchase orders via fax, e-mail, or the MyFloridaMarketPlace (MFMP).

6. Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
 - EDI (Electronic Data Interchange)
 - This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
 - PO Flip via AN
 - The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

7. **Contract Reporting:** The Contractor shall report information on orders received from Customers associated with this Contract.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Fee Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Quarterly Sales Report	State's Fiscal Quarter	15 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

- Quarterly Sales Report: The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 15 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due 15 calendar days after close of the period

Quarter 2 - (October-December) – due 15 calendar days after close of the period

Quarter 3 - (January-March) – due 15 calendar days after close of the period

Quarter 4 - (April-June) – due 15 calendar days after close of the period

Quarterly Reporting periods should coincide with the Contract term and begin the quarter following Contract execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report](#). The report will include all sales (orders) from Customers received (associated with this Contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, this Contract may be terminated for convenience or the Department may choose to not renew the Contract.

In addition, the Department may require additional sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

- **MFMP Transaction Fee Report:** The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit MFMP Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the "Transaction Fee Reporting" and "Vendor Training" subsections under "Vendor" on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866- 352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
8. **Ad hoc Reports:** The Department reserves the right to require additional reports or information pertaining to this Contract and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.
9. **Financial Consequences:** The following financial consequences will apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of the Contract. These consequences for non-performance are not to be considered penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

Performance Metrics	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 15 th calendar day after close of a quarter.	100%	Quarterly	\$250
Monthly MFMP Transaction Fee Report	MFMP Transaction Fee Report are due on or before the 15 th calendar day after close of the period.	100%	Monthly	\$100

10. Financial Consequences for Non-Performance: If the Department determines that the Contractor has failed in any quarter to meet requirements of the "Contract Reporting" section for two or more standards, the Department may assess the Contractor a fee in accordance with the table incorporated herein.

These consequences of non-performance shall not be considered penalties.

11. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. At minimum, the parties shall meet to discuss:

- Program compliance
- Program trending review
- Savings report: Hard dollar and soft dollar
- Spend report
- Subcontractor and contingent staff performance
- Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being found in default and Contract termination.

12. Certification of Drug-Free Workplace: In executing this Contract, Contractor certifies that it has implemented a drug-free workforce program.
13. Resellers: The Contractor may use resellers in order to provide equipment and services. All resellers shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms, and conditions within Master Agreement and this Contract. The Contractor's resellers' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Contract. If a reseller is authorized to conduct business on behalf of the Contractor and the reseller is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller shall be resolved between the Contractor and the reseller. The State of Florida is not a party to any agreements entered into between the Contractor and its resellers.

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors (which includes resellers), and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations <https://dos.myflorida.com/sunbiz/> (unless the subcontractor is exempt from the registration requirements as set forth in Florida Statutes)
- Registered in the MFMP Vendor Information Portal <https://vendor.myfloridamarketplace.com>

- Not be on the State of Florida's Convicted, Suspended, or Disc
https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/discriminatory_vendor_list
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services
<https://flvendor.myfloridacfo.com>

**SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION**

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.**2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.**2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) 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 Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) 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.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: First Reading Ordinance 2021-23: Election Date

Date: October 12, 2021

Prepared By: Dickman Law Firm, City Attorney

Through: Amber LaRowe, City Clerk

Summary of Issue: Chapter 38 of the Code of Ordinances currently states that City elections will be held on the second Tuesday in March unless changed by an ordinance adopted by the City Commission. The Pinellas County Supervisor of Elections works with several cities to hold elections at the same time, in March. From time to time, the election date, as determined by the Supervisor of Elections, will not be on the second Tuesday. For example, the election date for 2022 is scheduled for Tuesday, March 15th. The change being made to Chapter 38 will remove the requirement to adopt an ordinance if the date is not on the second Tuesday and will then coincide with the date as determined by the Supervisor of Elections.

Funding: NA

Requested Motion: I move to approve the first reading of Ordinance 2021-23.

Attachments: 1. Ordinance 2021-23 Election

Ordinance 2021-23

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA
AMENDING THE CITY OF ST. PETE BEACH CODE OF ORDINANCES
CHAPTER 38 SECTION 38-7 - ELECTION DATE OF
COMMISSIONERS; SECTION 38-8. - ELECTION DATE OF MAYOR-
COMMISSIONER; PROVIDING FOR CODIFICATION; CONFLICTS;
SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR;
CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of St. Pete Beach desires to standardize the process by which elections are held.

WHEREAS, the City recognizes the need to hold elections on or about the same day every election.

WHEREAS, the City recognizes that City election dates may be amended by the Pinellas County Supervisor of Elections as deemed appropriate.

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 38 of the Code of Ordinances is hereby amended as follows:

Sec. 38-7. - Election date of commissioners.

The regular election for the city commission shall be held on the second Tuesday of March, unless the Pinellas County Supervisor of Elections requires the date to be changed pursuant to F.S. § 100.3605(2), and finds ~~unless the city commission determines, by ordinance, pursuant to F.S. § 100.3605(2),~~ that it is appropriate to schedule that election for some other date in March, or when the city is required to conform with the federally established Presidential Preference Primary election date.

Sec. 38-8. - Election date of mayor-commissioner.

The regular election for mayor-commissioner shall be held on the second Tuesday of March unless the Pinellas County Supervisor of Elections finds ~~the city commission determines by ordinance~~ that it is appropriate to schedule that election for some other date in March, or when the city is required to conform with the federally established Presidential Preference Primary election date.

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

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Final Reading of Ordinance 2021-22: Revised Waterfront Setbacks within the Pass-a-Grille Overlay District

Date: October 12, 2021

Prepared By: Wesley Wright, Planning Manager

Through: Alex Rey, City Manager

Summary of Issue: Over the past 180 days, the City has worked with planning consultant Tara Salmieri, of Planactive Studio.com, in reviewing the method of calculation for the side and rear setbacks of the “building types” of the Pass-a-Grille (PAG) Overlay District as they apply to waterfront residential construction. On April 27th, 2021 the City Commission implemented a temporary moratorium on the review or approval of any application for a waterfront property to utilize the side or rear setbacks provided for in Land Development Code Section 20.10 or 20.15. Ms. Salmieri was involved in the development of the PAG Overlay District regulations.

The City staff, with the assistance of the consultant, have reviewed the LDC standards, conducted an aerial, field, and site plan examination of existing setbacks along the PAG waterfront. After conducting this review, it was determined that it is in the best interest of the citizens of the City to ensure all development permits are uniformly applied to all waterfront properties in the PAG Overlay District. It is being recommended that a 20-foot waterfront setback in the PAG Overlay District would provide the most uniform and consistent waterfront setback in the PAG Overlay District. Furthermore, this 20-foot waterfront setback requirement would be in the best interest of the health, safety, and general welfare of the community and the residents of the City.

Funding: N/A

Requested Motion: "I move to approve final reading of Ordinance 2021-22."

Attachments: 1. Ordinance 2021-22

Ordinance 2021-22

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR WATERFRONT SETBACK REQUIREMENTS IN THE PASS-A-GRILLE OVERLAY DISTRICT; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to adopt waterfront yard setback requirements within the Pass-a-Grille Overlay District.

WHEREAS, on September 20, 2021, the City's Planning Board, sitting as the Local Planning Agency, held a public meeting and recommended the proposed Land Development Code changes to the City Commission.

WHEREAS, The City Commission of the City of St. Pete Beach passed Resolution 2021-10 on April 27, 2021, indicating its desire to review the calculation method for rear and side yard setback Land Development Codes (LDC) of the Pass-a-Grille Overlay Zoning District for only those residential waterfront properties located in the Pass-a-Grille Overlay Zoning District and make any necessary amendments for the uniform application of the City's LDC.

WHEREAS, The City Commission wanted to preserve the status quo by not accepting, reviewing and approving any development permit implementing any rear and side yard setback LDCs of the Pass-A-Grille Overlay Zoning District, for only those waterfront properties located within the Pass-A-Grille Overlay Zoning District, while reviewing and analyzing the LDC for said properties and initiating any LDC amendments as needed.

WHEREAS, the City Commission found that a one hundred and eighty (180) days temporary moratorium on the acceptance, review and approval of any development permits implementing any rear and side yard setback LDCs of the Pass-A-Grille Overlay Zoning District for only those waterfront properties located within the Pass-A-Grille Overlay Zoning District was a reasonable period of time.

WHEREAS, the City Commission found that it was in the best interest of the citizens of the City to ensure all development permits are uniformly applied and to quickly take steps to amend the LDC when the City determines that the LDC, as written, causes a significant arbitrary application of the LDC to properties within the same area.

WHEREAS, the City Commission found that a one hundred and eighty (180) days temporary moratorium would allow the City sufficient time to perform stated review would be in the best interest of the City to ensure all development permits are uniformly applied.

WHEREAS, the City staff with the assistance of the consultant who developed the PAG Overlay District regulations reviewed the LDC standards, conducted an aerial, field, and site plan examination of existing setbacks along the PAG waterfront.

WHEREAS, after conducting this review by City staff and consultant, it was determined that a 20-foot waterfront setback in the PAG Overlay District would provide the most uniform and consistent waterfront setback in the PAG Overlay District. Furthermore, this 20-foot waterfront setback requirement would be in the best interest of the health, safety, and general welfare of the community and the residents of the City.

WHEREAS, the City Commission desires to adopt uniform and consistent waterfront setback requirements in the PAG Overlay District.

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. Language in the City’s Land Development Code is to be amended as follows:

Sec. 20.02. Definitions.

- (a) *Accessory structure envelope* means provisions for the setbacks and maximum building footprints permitted for accessory structures that are not specifically named and regulated under sections 6.12 or 6.13. The following is provided as a non-exhaustive list of accessory structures subject to this envelope: carriage houses, pool houses, detached living quarters, and detached storage buildings that exceed standards for residential or commercial storage buildings found in the aforementioned sections.

- (i) *Lot, waterfront*: A zoning lot which abuts any body of water or the beach. All lots not considered waterfront shall be considered interior for rear setback purposes.
- (ij) *Mass, primary*: largest shape of a building.
- (jk) *Mass, secondary*: additional shapes that form the façade of the building
- (kl) *Parking provisions*: The amount of parking shall be determined by Division 23 of the Land Development Code. Parking provisions provide zones where parking is permitted. The parking zone refers to any uncovered parking area located on the parcel. Driveways are permitted in any zone provided the frontage requirements have been met as required by building type. The diagram illustrates a primary and secondary street. Primary streets are streets that are addressed to the parcel of land. Secondary streets may or may not have access to the parcel. Zones are defined and illustrated by the lot area between the principal building frontage and:

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) Zone 1: the right-of-way of any primary street.	
(2) Zone 2: any common interior lot line.	
(3) Zone 3: any rear lot line.	
(4) Zone 4: the right-of-way of any secondary street.	

~~(lm)~~ *Private frontages*, refers to the area that is attached or integrated into the primary building.

~~(mn)~~ *Proportion* means the relationships of one part of a façade to the whole. A house that is correctly proportionate establishes a visual relationship between all parts of its exterior. The voids, primary, and secondary masses should all be proportional to one another in order maintain architectural harmony.

~~(no)~~ *Proximity* means that objects that are close together should complement each other.

~~(op)~~ *Rhythm* means the use of repetitive elements in order to establish architectural harmony. It is based off of three main principles: the principle of Proximity, the principle of Similarity, and the principle of Continuation. These principles are part of a larger set known as *Gestalt Principles*.

~~(pq)~~ *Similarity* means how our eyes are easily able to group objects together that share common textures, colors, or features

~~(qr)~~ *Voids* means windows, doors, or other openings that create negative space allowing for breaks within a primary or secondary mass.

Sec. 20.15. Permitted building types.

 HL	HOUSE-LARGE
A building lot located and designed to accommodate a detached building with large side, rear and front yards.	

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback	7	—
F - Side Setback (ft)	7	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	<u>20</u>	<u>—</u>

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.

Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	10	—
J - Side Setback (ft)	25	—
K - Rear Setback (ft) <u>(interior lot)</u>	—	80
<u>Rear Setback (ft) (waterfront lot)</u>	<u>20</u>	<u>—</u>
L - Building Footprint (sf)	—	800

HM	HOUSE-MEDIUM
A building lot located and designed to accommodate a detached building with small side yards and a large front yard.	

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback	5	—
F - Side Setback (ft)	5	—
G - Rear Setback (ft) <u>(interior lot)</u>	15	—
<u>Rear Setback (ft) (waterfront lot)</u>	<u>20</u>	<u>—</u>
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) <u>(interior lot)</u>	10	—
<u>Rear Setback (ft) (waterfront lot)</u>	<u>20</u>	<u>—</u>
L - Building Footprint (sf)	—	800

HS	HOUSE-SMALL
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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.

A building lot located and designed to accommodate a small detached building with small side and front yards. A maximum of one dwelling unit is permitted.

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	5	10
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	3	—
G - Rear Setback (ft) <u>(interior lot)</u>	10	—
Rear Setback (ft) <u>(waterfront lot)</u>	<u>20</u>	<u>—</u>
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) <u>(interior lot)</u>	10	—
Rear Setback (ft) <u>(waterfront lot)</u>	<u>20</u>	<u>—</u>
L - Building Footprint (sf)	—	400

AH	APARTMENT HOUSE
A building lot located and designed to accommodate a detached building which resembles a large house but which contains multiple dwellings above and beside each other. A maximum of 4 units are permitted in this building lot. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	5	—
G - Rear Setback (ft) <u>(interior lot)</u>	15	—
Rear Setback (ft) <u>(waterfront lot)</u>	<u>20</u>	<u>—</u>
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—

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.

ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (<u>interior lot</u>)	10	—
Rear Setback (ft) (<u>waterfront lot</u>)	<u>20</u>	—
L - Building Footprint (sf)	—	800

AS	APARTMENT BUILDING-SMALL
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	20
Secondary Street Setback (ft)	7	—
F - Side Setback (ft)	7	—
G - Rear Setback (ft) (<u>interior and waterfront lot</u>)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (<u>interior lot</u>)	10	—
Rear Setback (ft) (<u>waterfront lot</u>)	<u>20</u>	—
L - Building Footprint (sf)	—	800

AM	APARTMENT BUILDING-MEDIUM
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

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.

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	25
Secondary Street Setback (ft)	10	—
F - Side Setback (ft)	10	—
G - Rear Setback (ft) <u>(interior lot)</u>	15	—
Rear Setback (ft) <u>(waterfront lot)</u>	<u>20</u>	<u>—</u>
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) <u>(interior lot)</u>	10	—
Rear Setback (ft) <u>(waterfront lot)</u>	<u>20</u>	<u>—</u>
L - Building Footprint (sf)	—	800

CA	COURTYARD APARTMENT
A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to a street and/or alleyway. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	5	
G - Rear Setback (ft) <u>(interior and waterfront lots)</u>	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) <u>(interior lot)</u>	10	—
Rear Setback (ft) <u>(waterfront lot)</u>	<u>20</u>	<u>—</u>
L - Building Footprint (sf)	—	800

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CS	COMMERCIAL MIXED-USE - SMALL	/
A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for smaller lot sizes.		

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) <u>(interior lot)</u>	15	—
<u>Rear Setback (ft) (waterfront lot)</u>	<u>20</u>	<u>—</u>
Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) <u>(interior lot)</u>	10	—
<u>Rear Setback (ft) (waterfront lot)</u>	<u>20</u>	<u>—</u>
L - Building Footprint (sf)	—	600

CM	COMMERCIAL MIXED-USE - MEDIUM	/
A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for average lot sizes.		

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) <u>(interior and waterfront lots)</u>	20	—
Alley	5	—
H - Frontage Buildout (%)	60	—

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.

ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (<u>interior lot</u>)	10	—
Rear Setback (ft) (<u>waterfront lot</u>)	<u>20</u>	<u>—</u>
L - Building Footprint (sf)	—	800

BH	BOUTIQUE HOTEL
A building lot located and designed to accommodate lodging. The number of rooms will be confirmed by existing operating hotel rooms. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	20
Secondary Street Setback (ft)	10	—
F - Side Setback (ft)	10	—
G - Rear Setback (ft) (<u>interior lot</u>)	15	—
Rear Setback (ft) (<u>waterfront lot</u>)	<u>20</u>	<u>—</u>
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (<u>interior lot</u>)	10	—
Rear Setback (ft) (<u>waterfront lot</u>)	<u>20</u>	<u>—</u>
L - Building Footprint (sf)	—	800

SS	SINGLE COMMERCIAL BUILDING-SMALL STORY
A building lot located and designed to accommodate single use office and retail.	

BUILDING ENVELOPE	MIN	MAX
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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.

E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) <u>(interior and waterfront lots)</u>	20	—
Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) <u>(interior lot)</u>	10	—
Rear Setback (ft) <u>(waterfront lot)</u>	<u>20</u>	<u>—</u>
L - Building Footprint (sf)	—	800

	SINGLE COMMERCIAL BUILDING-MEDIUM	STORY
A building lot located and designed to accommodate single use office and retail.		

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) <u>(interior and waterfront lots)</u>	20	—
Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) <u>(interior lot)</u>	10	—
Rear Setback (ft) <u>(waterfront lot)</u>	<u>20</u>	<u>—</u>
L - Building Footprint (sf)	—	800

	INSTITUTION BUILDING
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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.

A building lot located and designed to accommodate a building containing public or civic uses such as community services, day care, education, government, places of worship, or social services. This typology is only for permitted and exiting institutional buildings.

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	25
Secondary Street Setback (ft)	10	—
F - Side Setback (ft)	10	—
G - Rear Setback (ft) (interior lot)	15	—
<u>Rear Setback (ft) (waterfront lot)</u>	<u>20</u>	<u>—</u>
Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
<u>Rear Setback (ft) (waterfront lot)</u>	<u>20</u>	<u>—</u>
L - Building Footprint (sf)	—	800

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

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

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

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

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

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

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

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

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

Alan Johnson, Mayor

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

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2021-22: Conditional Use Permit for Offsite Parking - Tradewinds

Date: October 12, 2021

Prepared By: Wesley Wright, Planning Manager

Through: Alex Rey, City Manager

Summary of Issue: To allow for an off-premise parking lot for Tradewinds employees in accordance with the City of St. Pete Beach Land Development Code, Division 42- BR- Bayou Residential District, Section 42.4-Allowable Conditional Uses; e. off-premise parking lot. Additionally, variances are being requested from Land Development Code regarding Landscaping and Streetscape design.

Staff recommend approval of the Conditional Use Permit Request with the ten (10) conditions outlined in the Staff Report. Staff further recommends temporary approval of requested Variances, to expire upon date of application for property redevelopment or expiration of the subject Conditional Use Permit, whichever occurs sooner.

Funding: N/A

Requested Motion: I move to adopt Resolution 2021-22. I move to approve the companion Variances.

Attachments:

1. Resolution 2021-22
2. TradeWinds Staff Report for Off-Premise Parking
3. CUP Application for 38th Ave

RESOLUTION 2021-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A RENEWAL OF THE CONDITIONAL USE RESOLUTION 2019-02 FOR AN OFF-PREMISE PARKING LOT FOR TRADEWINDS AT THE PROPERTY LOCATED AT 3855, 3859 AND 3861 GULF BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission supports independently owned businesses within the City,

WHEREAS, the TradeWinds desires to continue utilizing the property for off-premise parking for employees,

WHEREAS, RIA – TradeWinds has filed with the City an application for the renewal of a Conditional Use and Variance for the property located at 3855, 3859, 3861 Gulf Boulevard, St. Pete Beach, Florida,

WHEREAS, the application for renewal was reviewed by the Technical Review Committee and comments received are outlined in the associated staff report submitted to the City Commission for consideration,

WHEREAS, the City Commission held a quasi-judicial public hearing on October 12, 2021 and adopted Resolution 2021-22 in accordance with the criteria listed in the City of St. Pete Beach Land Development Code.

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

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

SECTION 2. The City Commission hereby incorporates the following conditions into the Conditional Use permit:

1. The surface of the parking lot shall be well maintained. It must be kept clean and free of trash and debris. No sand, gravel or other debris may run off into the street or Boca Ciega Bay. All exposed dirt areas shall be covered with bark, mulch, or other weed control measures included as part of the final landscape plan. The use of non-cypress mulch is strongly encouraged in support of "green" practices for a sustainable community.
2. The Gulf Boulevard landscape buffer shall be well mulched, and all existing vegetation on onsite shall be retained.
3. The applicant shall be responsible for the daily emptying of trash cans on the site.
4. No storm water discharge may leave the site. All storm water must be directed away from the property boundary and infiltrate through the proposed gravel and grass surface.

5. One A-frame sign at each entrance on the property stipulating PRIVATE/VALET PARKING ONLY is required and shall need a permit in conformance with Division 26 of the Land Development Code.
6. The "NO MOORING" signs shall remain and be maintained.
7. The drive isles shall allow for one-way traffic and shall be maintained with shell.
8. Repair and/or replacement of the perimeter fence along Gulf Boulevard and shall be kept in good repair.
9. This Conditional Use Permit and companion variances shall expire three years from the effective date of this Resolution.
10. Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.

SECTION 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS 12 DAY OF OCTOBER 2021.

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

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**PLANNING DIVISION
CONDITIONAL USE AND VARIANCE APPLICATION
STAFF REPORT TO THE
CITY OF ST. PETE BEACH CITY COMMISSION**

CASE NO.: 21020

HEARING DATE: OCTOBER 12, 2021

APPLICANT: RIA-Tradewinds, Inc., for Beth Morean, Owner **PREPARED BY:** Wesley Wright

This application is a request for a Conditional Use with Variances:

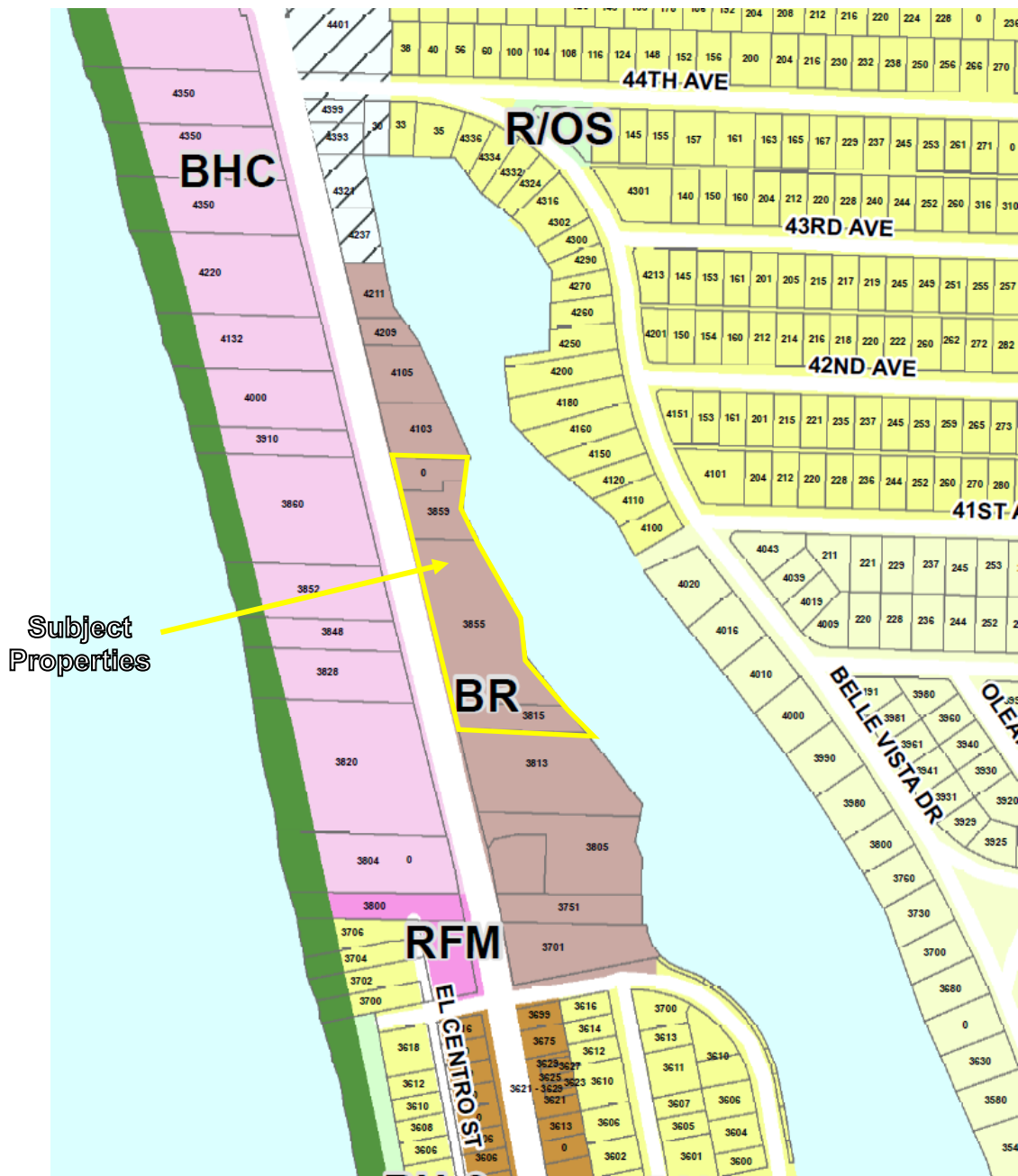
REQUEST:	To allow for the continuation of an off-premise parking lot for TradeWinds Resort. Additionally, variances are being requested from Land Development Code regarding Landscaping and Streetscape design.
LOCATION:	3855, 3859, 3861 Gulf Boulevard
ACREAGE:	Approximately 2.56 acres (111,500 square feet)
EXISTING LAND USE	BR- Bayou Residential District on the Zoning Map and Future Land Use Map
SURROUNDING FUTURE LAND DESIGNATIONS:	North – BR- Bayou Residential District South – BR- Bayou Residential District East – Intracoastal and RU-1 West – BHC – Boutique Hotel/Condo District
SURROUNDING ZONING MAP DESIGNATIONS:	North – BR- Bayou Residential District South – BR- Bayou Residential District East – Intracoastal and RU-1 West – BHC – Boutique Hotel/Condo District
SURROUNDING EXISTING USES:	North – Condominiums South – Apartments East – Intracoastal and single-family residential West – Hotels, condominiums, and a bar

BACKGROUND

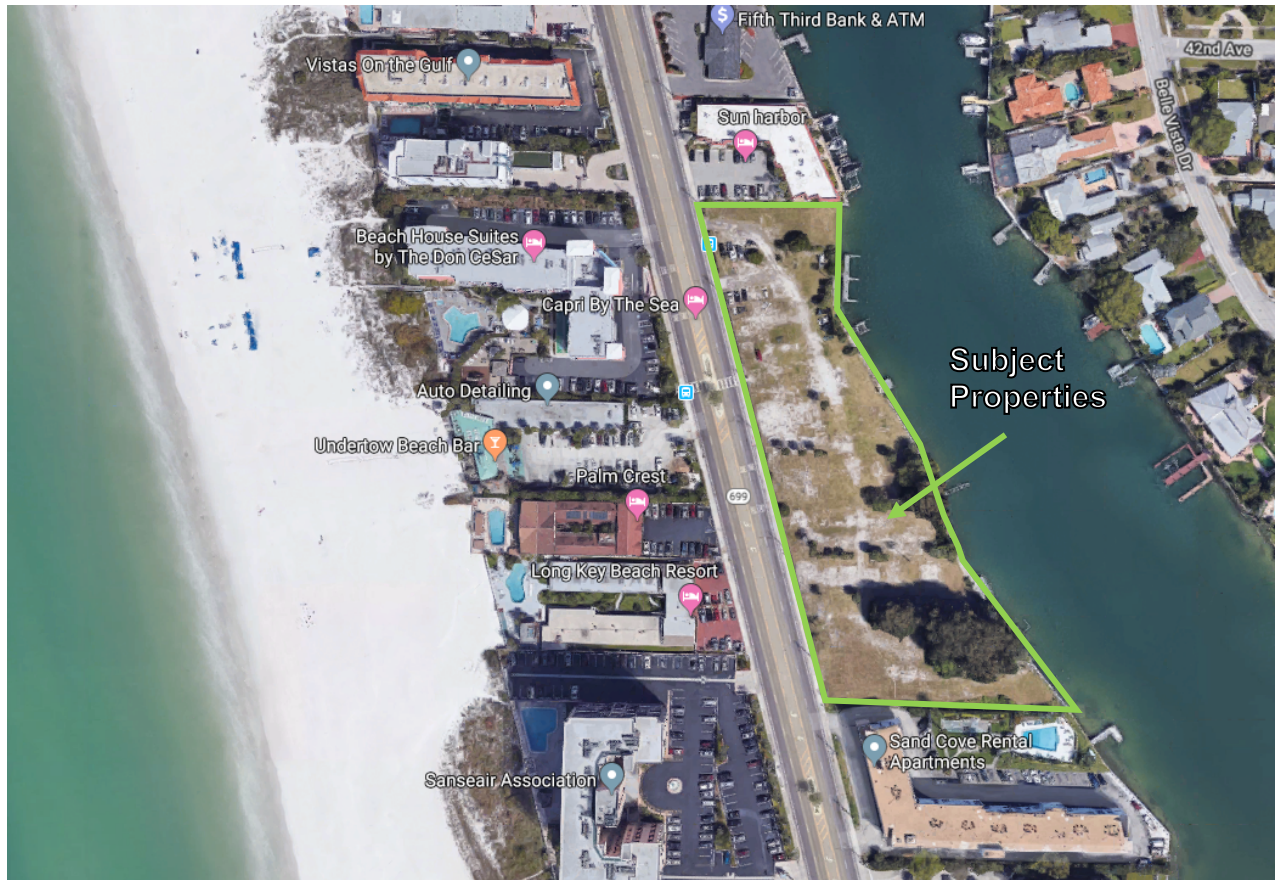
According to Pinellas County Property Appraiser records, these lots have been vacant since a structure was demolished in May 2006. The owner received the first of five approvals for a temporary use permit for a commercial parking lot in 2011 (2011-0006) which expired in 2012. The owner applied for and received a second temporary use permit for a commercial parking lot in 2014 (2014-0021) which expired in January 2015. As the City was re-writing its temporary use ordinance at the time, the applicant again received a temporary use permit (2014-0056) after the previous had expired. The applicant received one permitted administrative 30-day extension on May 28, 2015 which expired on June 28, 2015 and was granted an additional 30-day extension by the Board of Adjustment (2015-0043) which expired on July 27, 2015. On January 27, 2016, the applicant received a variance from Section 6.11(d)(1) of the Land Development Code from the Board of Adjustment which allowed a temporary use permit extension of two years.

On January 22, 2019, the initial conditional use permit was granted for a period of two years. The current application is to renew the use of the subject property as an off-premise parking lot. The application was reviewed by the Technical Review Committee and conditions were identified to mitigate impacts of the development were made conditions of this report.

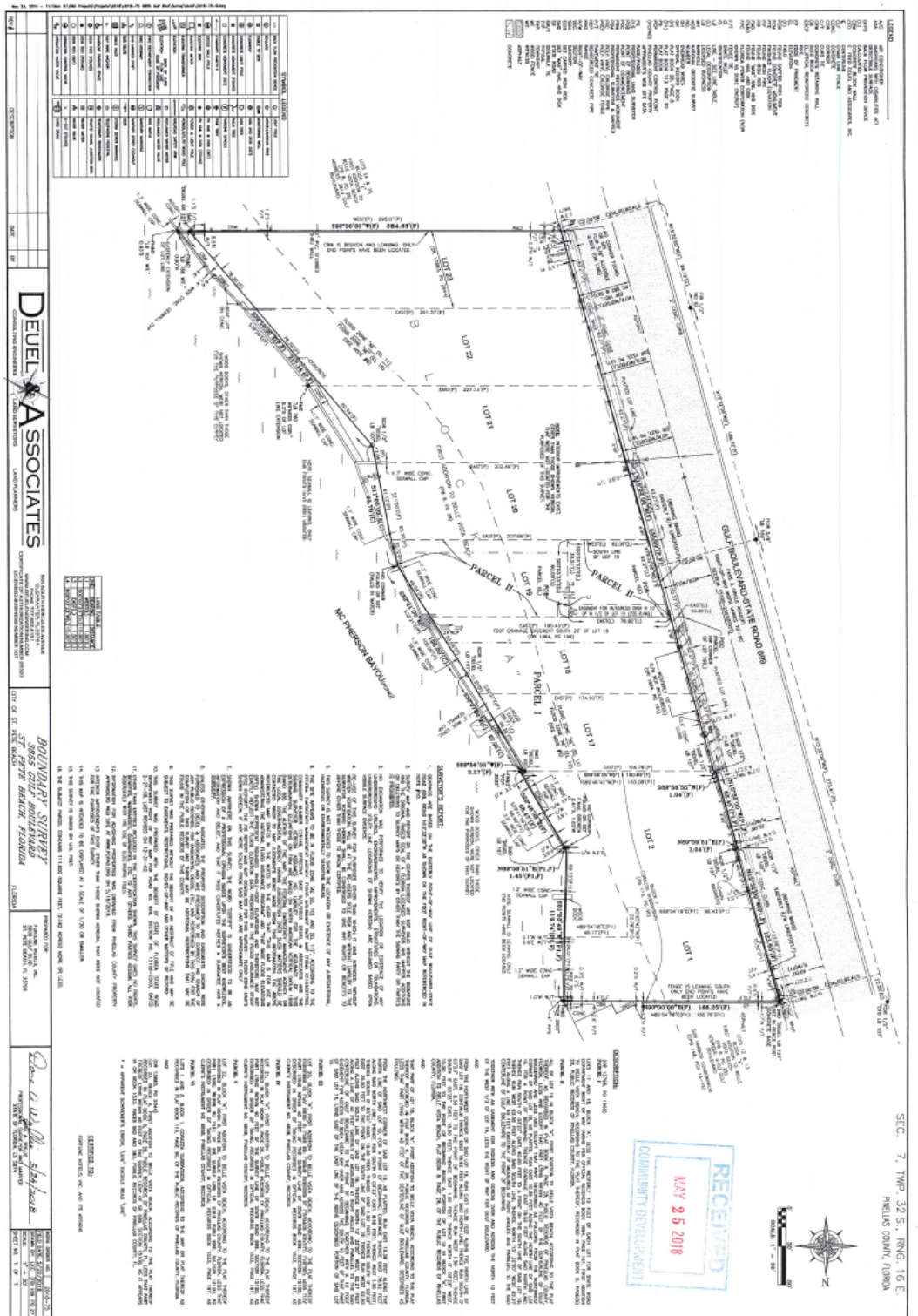
ZONING MAP



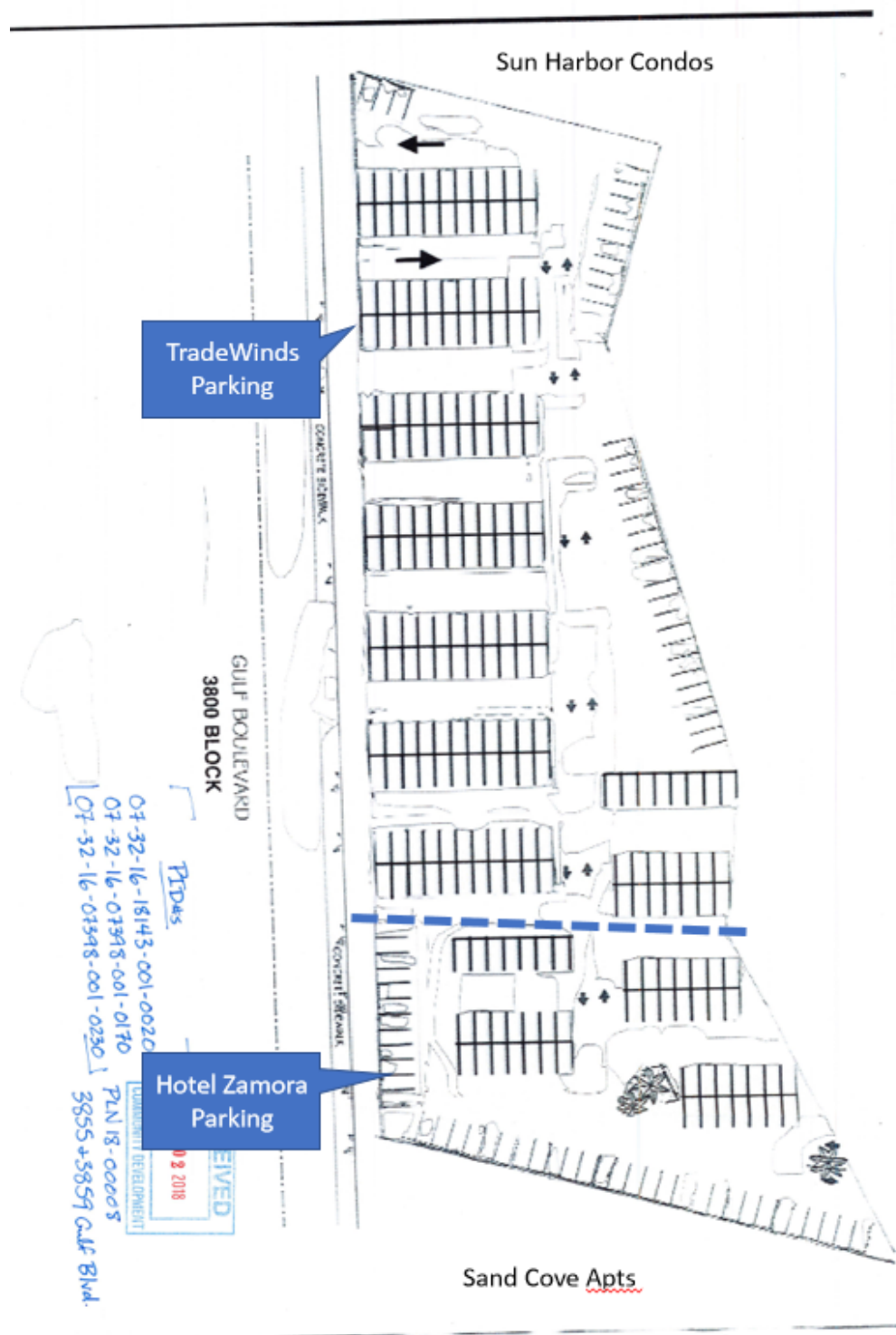
AERIAL MAP



SITE SURVEY

3855
Golf
Blvd..

SITE PLAN



ANALYSIS

The applicant proposes to utilize the site as an off-premise parking lot pursuant to Land Development Code Sec. 42.4. According to Land Development Code Division 2 – Definitions:

Parking area mean any public or private land area designed and used for parking motor vehicles, including parking lots, garages, private driveways and allowed or legally designated areas of public streets.

Parking lot (off-premise) an off-street parking lot that is not on the same property as the principal use it is designed and intended to serve.

Land Development Code, Division 23, OFF-STREET PARKING AND LOADING, Section 23.7, Pervious and semi-pervious parking allows for the utilization of drought-tolerant sod, shell, gravel, or other similar surfaces.

The Land Development Code limits the operation of off-premise parking lots in the Gulf Boulevard Redevelopment District to a period not to exceed five years (LDC 23.4 (I)). This extension can be granted for up to an additional 3 years.

Land Development Code Sec. 4.4 – Standards for review.

When considering an application for approval of a conditional use, the City Commission review shall consider the following standards:

- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;**

The conditional use request is consistent with the Comprehensive Plan in the following ways:

FUTURE LAND USE ELEMENT:

B. Community Redevelopment District

Objective 1.1 - *Promote a sustainable community by requiring the use of Green standards and practices for all development and redevelopment within the Community Redevelopment District by establishing minimum Green building and site design standards that benefit the quality and sustainability of the environment and: [...] reduce urban heat by reducing paved surfaces, reduce the need for parking by participating in shared parking plans, employer ride-share and shuttle service programs.*

C. Gulf Boulevard Redevelopment District

Objective 2.4 - *A variety of parking solutions for motorized and non-motorized vehicles shall be pursued to support redevelopment, while maintaining ease of access and adequate parking throughout the Gulf Boulevard Redevelopment District.*

Policy 8 - *Shared parking for commercial, office and mixed-use developments should be accomplished wherever possible.*

- (2) **Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:**
- a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;** *The overall appearance will not be significantly affected as no construction is proposed to take place. However, some upgrades to the vacant lots are necessary and are enumerated in in the Staff Recommendation section of this report. These upgrades include but are not limited to keeping the property free and clear of trash and debris, replacing and keeping the perimeter fence along Gulf Boulevard in good repair, enhancing the landscape borders including some trees that are acceptable to the City and keeping such borders well mulched, adding better shell drive aisles for the Zamora and Tradewinds and keeping them better maintained, and adding wheel stops along the western perimeter fence. The temporary authorization of this site as an off-premises parking lot for employees of Tradewinds supports existing uses in the area and may reduce the likelihood of employee parking along residential streets.*
 - b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;** *This application does not impact any known city, state or federally designated historic, scenic, archaeological, or cultural resources.*
 - c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features. No construction is proposed. A landscaped buffer was installed by the applicant during a previous application and provides screening of the lot from Gulf Boulevard. It is unclear whether this buffer meets the standards of Land Development Code Sec. 39.10(b), which requires a minimum eight-foot wide landscape zone along the property between the sidewalk and building face.**

As this buffer is not reflected on the site plan, it is also unclear whether the landscape plantings are sufficient to provide screening pursuant to the aforementioned subsection.

- d. **Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.**
- (3) **Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; *The need for a Traffic Impact Fee is not required.***
- (4) **Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely; *The parking area will be required to comply with minimum driving aisles as provided in Land Development Code. No space for the loading and unloading of trucks is needed.***
- (5) **Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made; *Conditions recommended in this report are intended to mitigate any impacts on public health, safety and welfare. As this lot is intended to be utilized only as employee parking, the impact on the transportation system should be lower than when the lot was approved for use as a commercial parking lot. Some impact on the transportation system during peak hours is expected.***
- (6) **Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; *The applicant will be required to implement conditions approved by the City Commission.***
- (7) **Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach. *The proposed use will require variances from requirements for landscaping and streetscape design standards.***

Land Development Code Sec. 4.12 – Criteria for review of conditional use applications.

- (a) Conditional use applications within the community redevelopment district shall be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the

community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

- (1) **Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services;** *No utility infrastructure is anticipated to be required to renew this off-premise use.*
- (2) **Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways;** *The applicant is proposing to maintain the previous traffic circulation and ingress and egress points approved in 2019. No loading or unloading areas are proposed or expected, and the applicant is not proposing any additional pedestrian transit infrastructure or amenities.*
- (3) **Hydrological features and storm water management infrastructure;** *No new infrastructure or hydrological features are being proposed with this application.*
- (4) **Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas;** *No site development is anticipated with this application. The lot is proposed to remain an unimproved parking lot. Staff are recommending the parking surface be well maintained and the area kept clean and free of trash and debris. No sand, gravel or other debris may run off into the street or Boca Ciega Bay. All exposed dirt areas shall be covered with bark, mulch, or other weed control measures included as part of the final landscape plan. The use of non-cypress mulch is strongly encouraged in support of "green" practices for a sustainable community.*
- (5) **Site landscaping, open space provision and impervious surface limitations;** *The applicant is requesting a variance to standards requiring additional landscaping on the site. The lot will remain unimproved and comply with the City's impervious surface standards.*
- (6) **Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance;** *This application is for an overflow, employee-only lot. No lighting is proposed, and hours of operation will align with days in which the corresponding tenants have significant visitors. The City did not receive any complaints about noise from the use during the two active years of its Conditional Use Permit.*
- (7) **Fire suppression and facility security;** *No fire suppression is expected to be required. The Fire Marshal has specified that the access road into the lot must meet certain surface requirements, which are incorporated in recommended conditions.*

- (8) **Emergency management and hurricane evacuation provisions;** *Both temporary lodging tenants of this lot are required to comply with City and County hurricane evacuation and emergency management provisions.*

In addition per LDC Division 4, Conditional Use Permits, Section 4.11, Conditional uses in designated community redevelopment district: It is the intent of the city that the aesthetic and functional characteristics of new development shall be regulated to insure consistency with the stated objectives of city redevelopment policy and that all new development is undertaken in a manner consistent with the best interests of the community. In instances of development projects which are of significant density or intensity, the complexity of the construction and operation of such projects require a higher than usual level of public security and technical review prior to permitting, and necessitate the articulation of specific requirements on the part of both the developer and the city to ensure that such developments are in harmony with community character and consistent with the policies of the community redevelopment plan. The provisions are intended to supplement the stated requirements and other divisions of the Land Development Code and provide for the incorporation of provisions into conditional use approvals which address issues of public concern.

Variances Requested

The applicant requests the following variances from the Land Development Code:

1. Division 22 – Landscaping and Tree Protection.
2. Division 39 - Streetscape design required elements which requires (1) a ten-foot sidewalk, (2) pedestrian amenities within the private landscape zone along Gulf Blvd., (3) decorative lighting fixtures within the private landscape zone along Gulf Blvd. and (4) a minimum eight-foot wide private landscape zone shall be installed along the property line.

Division 3 - Administration of The Land Development Code, Section 3.12, General variances.

(b) *Authority and approval criteria.*

- (1) The appropriate board of authority shall approve an unnecessary and undue hardship variance only if the variance applicant demonstrates by substantial competent evidence that all of the following are met and satisfied:
 - (1) **Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;** *With respect to variance #1, regulating landscaping on the site, and variance #2, regulating requirements of new development in the Gulf Boulevard Redevelopment District, Staff find the use being temporary is a peculiar case which does not apply to neighboring lands in this District. Staff find that limiting the duration of the variances to the issuance of the conditional use permit would provide the applicant reasonable short-term use of the land, mitigate potential parking issues in the area, while ensuring that the site is still subject to providing a high-quality development in the future.*

- (2) **The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;** *The circumstances do not result from the current or prior owner of the property.*
- (3) **Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;** *No other property within the same zoning district features a similar temporary or parking use as the one proposed for this lot. The lot is proposed for occasional employee use only and is not anticipated to generate noise, litter and other potential issues occasionally associated with commercial lots. No complaints regarding trash, noise, or any other complaint have been received during the two prior years of lot operation. While Staff do not find that the conditions create an undue and unnecessary hardship on the applicant as it relates to site redevelopment, Staff recognize that the landscaping and other pedestrian amenities should be reviewed at the eventual permanent use of the site. Installation at this time, with near-term eventual replacement, could create a hardship on the applicant.*
- (4) **The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the comprehensive plan or the Land Development Code, nor will it permit an increase in development density;** *None of the variance requested would impact development density or create a use or structure inconsistent with the Comprehensive Plan or Land Development Code.*
- (5) **An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;** *Financial return does not form the basis of these variance requests. The lot is not proposed to operate in a commercial manner.*
- (6) **Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;** *Staff are proposing that variances #1 and #2 are made temporary and expire upon expiration of the Conditional Use Permit, or when the site is proposed for redevelopment. This will permit short-term operation of the lot while guaranteeing context-sensitive improvements at the time of permanent site redevelopment as expected of other developments within the zoning district.*
- (7) **The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure;** *Staff find that the temporary waiver of variances #1 and #2 for a period not to exceed the length of the Conditional Use Permit is reasonable and will allow for these features to better reflect the eventual City vision for the site within the greater district redevelopment when permanent development is undertaken.*
- (8) **The requested variance is in harmony with the general intent and purpose of the comprehensive plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.** *Staff do not find that the temporary issuance of variances #1 or #2 are out of harmony with the Land Development Code or will be injurious to the neighborhood. The lot has been operated as off-premise parking*

relatively continuously for the previous decade, and no significant changes are proposed in this application.

(2) When application is made to the city commission for approval of a conditional use permit, any necessary variances shall be considered by the commission at the same time as the conditional use permit request. Such variances may be approved or denied by the city commission without regard to the disposition of the conditional use permit request.

(3) Any variance granted hereunder shall expire one (1) year from the date of the development order providing for such variance, unless a building permit for the construction authorized by such variance is obtained within such time and said building permit has not expired prior to the completion of construction in accordance therewith.

STAFF RECOMMENDATION

It has been determined that the reviewing body (City of St. Pete Beach City Commission) is empowered under the LDC to grant a Conditional Use for application 21020. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent properties and other properties in the district provided the conditions as proposed by staff are adhered to. Per LDC Division 4, Conditional Use Permits, Section 4.11, Conditional uses in designated community redevelopment district: It is the intent of the city that the aesthetic and functional characteristics of new development shall be regulated to insure consistency with the stated objectives of city redevelopment policy and that all new development is undertaken in a manner consistent with the best interests of the community. In instances of development projects which are of significant density or intensity, the complexity of the construction and operation of such projects require a higher than usual level of public security and technical review prior to permitting, and necessitate the articulation of specific requirements on the part of both the developer and the city to ensure that such developments are in harmony with community character and consistent with the policies of the community redevelopment plan. The provisions are intended to supplement the stated requirements and other divisions of the Land Development Code and provide for the incorporation of provisions into conditional use approvals which address issues of public concern. As such, staff recommends approval of the Conditional Use for the off-premise parking lot, temporary approval of Variance #1 for landscaping requirements, and temporary approval of Variance #2 for streetscape design required elements. Should the City Commission grant the Conditional Use, the application should be subject to the following conditions:

1. The surface of the parking lot shall be well maintained. It must be kept clean and free of trash and debris. No sand, gravel or other debris may run off into the street or Boca Ciega Bay. All exposed dirt areas shall be covered with bark, mulch, or other weed control measures included as part of the final landscape plan. The use of non-cypress mulch is strongly encouraged in support of "green" practices for a sustainable community.
2. The Gulf Boulevard landscape buffer shall be well mulched, and all existing vegetation on onsite shall be retained.
3. The applicant shall be responsible for the daily emptying of trash cans on the site.
4. No storm water discharge may leave the site. All storm water must be directed away from the property boundary and infiltrate through the proposed gravel and grass surface.
5. One A-frame sign at each entrance on the property stipulating PRIVATE/VALET

PARKING ONLY is required and shall need a permit in conformance with Division 26 of the Land Development Code.

6. The “NO MOORING” signs shall remain and be maintained.
7. The drive isles shall allow for one-way traffic and shall be maintained with shell.
8. Repair and/or replacement of the perimeter fence along Gulf Boulevard and shall be kept in good repair.
9. This Conditional Use Permit and companion variances shall expire three years from the effective date of this Resolution.
10. Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.

CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

pe I understand that the City will not accept or process an incomplete application.

pe I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.

pe On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.

pe I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.

pe I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

pe I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages

pe

Signature of Applicant

19 Feb 2021

Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



CONDITIONAL USE APPLICATION

Case Number: _____

PROPERTY OWNER: _____

Name: Beth Morean

Address: 3618 EL Centro St

City: St. Pete Beach State: Florida

Zip: 33706 Telephone: (727) 367-7911

Email: bethdolphin@aol.com

APPLICANT/AGENT (Attach agent authorization form)

Name: RIA – Tradewinds, INC

Address: 5600 Gulf Blvd

City: St. Pete Beach State: Florida

Zip: 33706 Telephone: (727) 363-2318

Email: rculver@twresort.com

SUBJECT PROPERTY:

Address: 3855 Gulf Blvd Current Name of Business: N/A

Parcel ID: 07-32-16-18143-001-0020; Name of Project: Temporary Parking

07-32-16-07398-001-0170;

07-32-16-07398-001-0230

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

Temporary Parking for TradeWinds and Hotel Zamora Employees

Signature of Applicant/Agent

19 Feb 2021

Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. LDC Sec 4.4(a)(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

Parking is for TradeWinds Resort use and to help surrounding hotels (Hotel Zamora) with additional parking for their employees.

2. LDC Sec 4.4(a)(2)a-d Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:

- a. Whether the overall appearance and function of the area will be significantly affected. consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

Parking lots located on the North and South side of this property serve condos and apartments.

- b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);

N/A

*CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org*

- c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

Fencing and landscaping was installed along Gulf Blvd as required.

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

The lot will be supervised at all times when in use. There are garbage cans available and the property will be maintained daily.

3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);

Pedestrians can safely cross Gulf Blvd in either direction using the crosswalk.

4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);

N/A

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5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

Yes

6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,

Yes

7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

Yes

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.

N/A

2. Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.

N/A

3. Hydrological features and storm water management infrastructure.

N/A

4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.

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Site plan included

5. Site landscaping, open space provision and impervious surface limitations.

Yes

6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.

N/A

7. Fire suppression and facility security.

N/A

8. Emergency management and hurricane evacuation provisions.

Lot not in use during emergency situations.

9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

- a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and

N/A

- b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

N/A



PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, Rick Culver, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): Rick Culver - For RIA-TradeWinds, INC

Address: 5600 Gulf Blvd, St. Pete Beach, FL 33706

RC 19 Feb 2021
Signature Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 19 day of Feb 2021 by Rick Culver, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission expires: 9/27/2021

NOTARY: Arianna Stump
Print Name: Arianna Stump
Notary Public, State of Florida
(Notarial Seal)

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

DEAR APPLICANT:

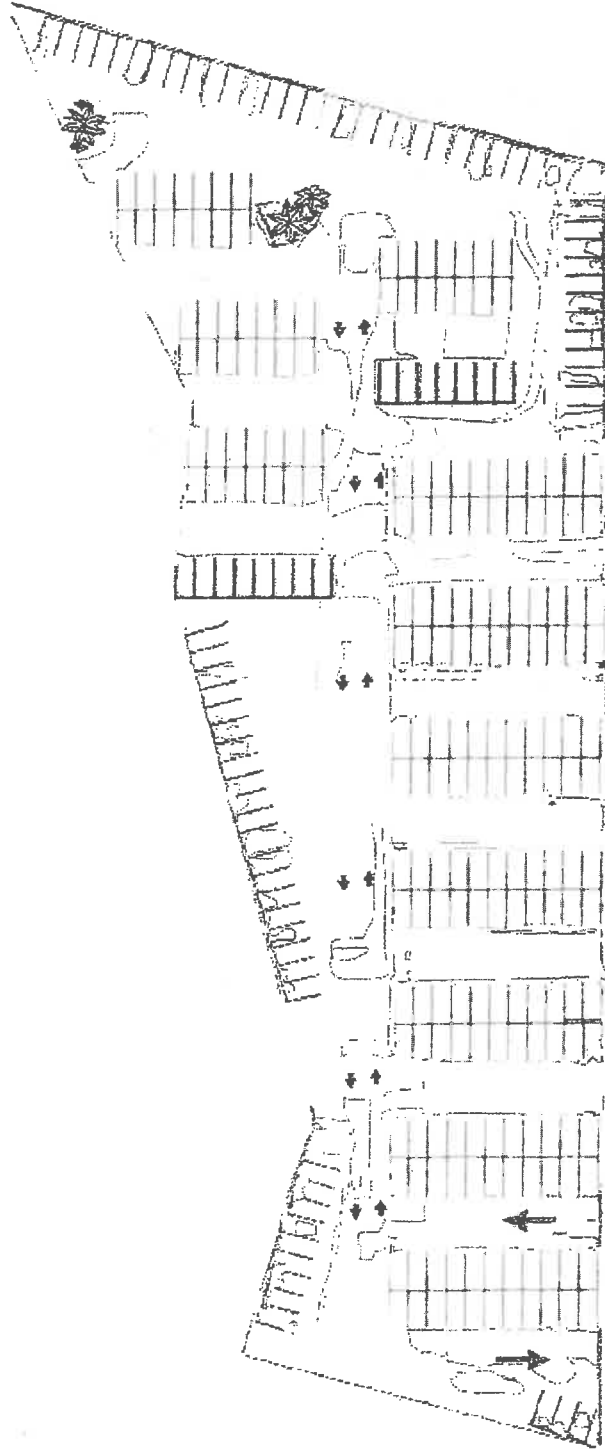
PLEASE COMPLETE THE ATTACHED AFFIDAVIT WHEN PUBLIC HEARING DATES HAVE BEEN DETERMINED FOR YOUR APPLICATION. PRESENT THE COMPLETED NOTARIZED AFFIDAVIT TO COMMUNITY DEVELOPMENT AND YOU WILL BE GIVEN THE SIGN(S) TO POST ON THE SUBJECT PROPERTY.

It is your responsibility to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the public hearing. The sign(s) must remain in place until the requested action has been heard and decided by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board or withdrawn. Multiple sign postings cannot be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

You must maintain the sign(s) in good readable condition. If the said sign is destroyed, lost, or becomes unreadable, you or your representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's representative not later than 24 hours following the final decision by the City Commission, Planning Board, or Board of Adjustment, Historic Preservation Board.

A Notary Public is available in City Hall; 155 Corey Avenue.

*CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org*



CONCRETE DRIVEWAY

GULF BOULEVARD
3800 BLOCK

03/08/2015

REVISED

Drive Aisles = $1\frac{1}{2}'' = 26 + ft.$ (reg. 24 ft.)
 Parking Spaces = $1\frac{1}{4}'' = 13 + ft.$ (reg. 12 ft.)



SITE PLAN
1" = 53.8'

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2021-11: Conditional Use Permit for Offsite Parking - The Hotel Zamora

Date: October 12, 2021

Prepared By: Wesley Wright, Planning Manager

Through: Alex Rey, City Manager

Summary of Issue: To allow for an off-premise parking lot for The Hotel Zamora employees in accordance with the City of St. Pete Beach Land Development Code, Division 42- BR-Bayou Residential District, Section 42.4–Allowable Conditional Uses; e. off-premise parking lot. Additionally, variances are being requested from the Land Development Code regarding Landscaping and Streetscape design.

Staff recommend approval of the Conditional Use Permit Request with the ten (10) conditions outlined in the Staff Report. Staff further recommends temporary approval of requested Variances, to expire upon date of application for property redevelopment or expiration of the subject Conditional Use Permit, whichever occurs sooner.

Funding: N/A

Requested Motion: I move to adopt Resolution 2021-11. I move to approve companion Variances.

Attachments:

1. Resolution 2021-11
2. The Hotel Zamora Staff Report for Off-Premise Parking
3. Application

RESOLUTION 2021-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A RENEWAL OF THE CONDITIONAL USE RESOLUTION 2019-02 FOR AN OFF-PREMISE PARKING LOT FOR THE HOTEL ZAMORA AT THE PROPERTY LOCATED AT 3815 GULF BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission supports independently owned businesses within the City,

WHEREAS, The Hotel Zamora desires to continue utilizing the property for off-premise parking for employees,

WHEREAS, Zamora Hospitality Group, LLC has filed with the City an application for the renewal of a Conditional Use and Variance for the property located at 3815 Gulf Boulevard, St. Pete Beach, Florida,

WHEREAS, the application for renewal was reviewed by the Technical Review Committee and comments received are outlined in the associated staff report submitted to the City Commission for consideration,

WHEREAS, the City Commission held a quasi-judicial public hearing on October 12 2021 and adopted Resolution 2021-11 in accordance with the criteria listed in the City of St. Pete Beach Land Development Code.

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

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

SECTION 2. The City Commission hereby incorporates the following conditions into the Conditional Use permit:

1. The surface of the parking lot shall be well maintained. It must be kept clean and free of trash and debris. No sand, gravel or other debris may run off into the street or Boca Ciega Bay. All exposed dirt areas shall be covered with bark, mulch, or other weed control measures included as part of the final landscape plan. The use of non-cypress mulch is strongly encouraged in support of "green" practices for a sustainable community.
2. The Gulf Boulevard landscape buffer shall be well mulched, and all existing vegetation on onsite shall be retained.
3. The applicant shall be responsible for the daily emptying of trash cans on the site.
4. No storm water discharge may leave the site. All storm water must be directed away from the property boundary and infiltrate through the proposed gravel and grass surface.

5. One A-frame sign at each entrance on the property stipulating PRIVATE/VALET PARKING ONLY is required and shall need a permit in conformance with Division 26 of the Land Development Code.
6. The "NO MOORING" signs shall remain and be maintained.
7. The drive isles shall allow for one-way traffic and shall be maintained with shell.
8. Repair and/or replacement of the perimeter fence along Gulf Boulevard and shall be kept in good repair.
9. This Conditional Use Permit and companion variances shall expire three years from the effective date of this Resolution.
10. Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.

SECTION 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS 12 DAY OF OCTOBER 2021.

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

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**PLANNING DIVISION
CONDITIONAL USE AND VARIANCE APPLICATION
STAFF REPORT TO THE
CITY OF ST. PETE BEACH CITY COMMISSION**

CASE NO.: 21070 **HEARING DATE:** OCTOBER 12, 2021
APPLICANT: Zamora Hospitality Group, LLC, for Beth Morean, Owner
PREPARED BY: Wesley Wright
This application is a request for a Conditional Use with Variances:

REQUEST:	To allow for the continuation of an off-premise parking lot for The Hotel Zamora. Additionally, variances are being requested from Land Development Code regarding Landscaping and Streetscape design.
LOCATION:	3815 Gulf Boulevard
ACREAGE:	Approximately 2.56 acres (111,500 square feet)
EXISTING LAND USE	BR- Bayou Residential District on the Zoning Map and Future Land Use Map
SURROUNDING FUTURE LAND DESIGNATIONS:	North – BR- Bayou Residential District South – BR- Bayou Residential District East – Intracoastal and RU-1 West – BHC – Boutique Hotel/Condo District
SURROUNDING ZONING MAP DESIGNATIONS:	North – BR- Bayou Residential District South – BR- Bayou Residential District East – Intracoastal and RU-1 West – BHC – Boutique Hotel/Condo District
SURROUNDING EXISTING USES:	North – Condominiums South – Apartments East – Intracoastal and single-family residential West – Hotels, condominiums, and a bar

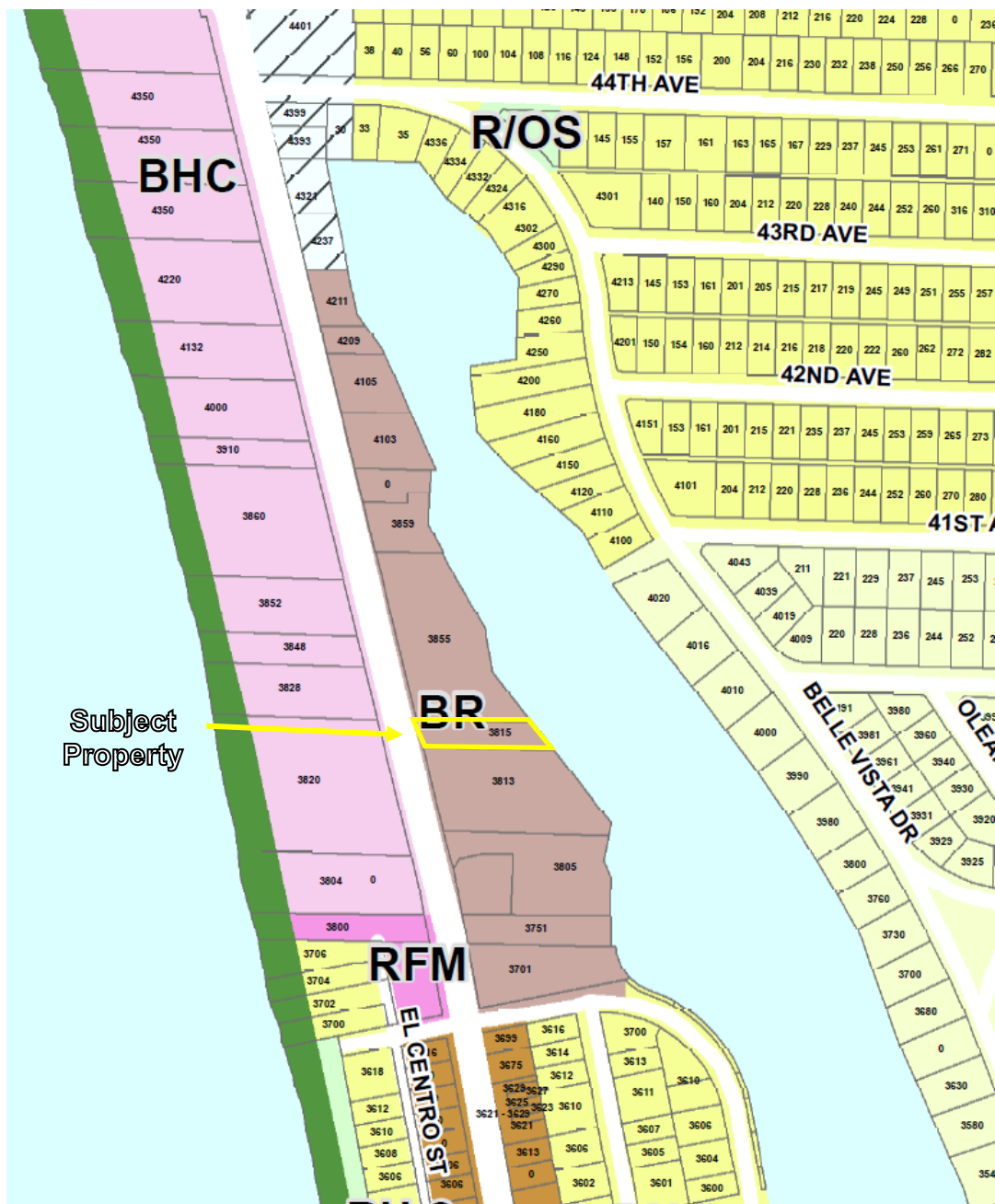
BACKGROUND

According to Pinellas County Property Appraiser records, these lots have been vacant since a structure was demolished in May 2006. The owner received the first of five approvals for a temporary use permit for a commercial parking lot in 2011 (2011-0006) which expired in 2012. The owner applied for and received a second temporary use permit for a commercial parking lot in 2014 (2014-0021) which expired in January 2015. As the City was re-writing its temporary use ordinance at the time, the applicant again received a temporary use permit (2014-0056) after the previous had expired. The applicant received one permitted administrative 30-day extension on May 28, 2015 which expired on June 28, 2015 and was granted an additional 30-day extension by the Board of Adjustment (2015-0043) which expired on July 27, 2015. On January 27, 2016, the applicant received a variance from Section 6.11(d)(1) of the Land Development Code from the Board of Adjustment which allowed a temporary use permit extension of two years.

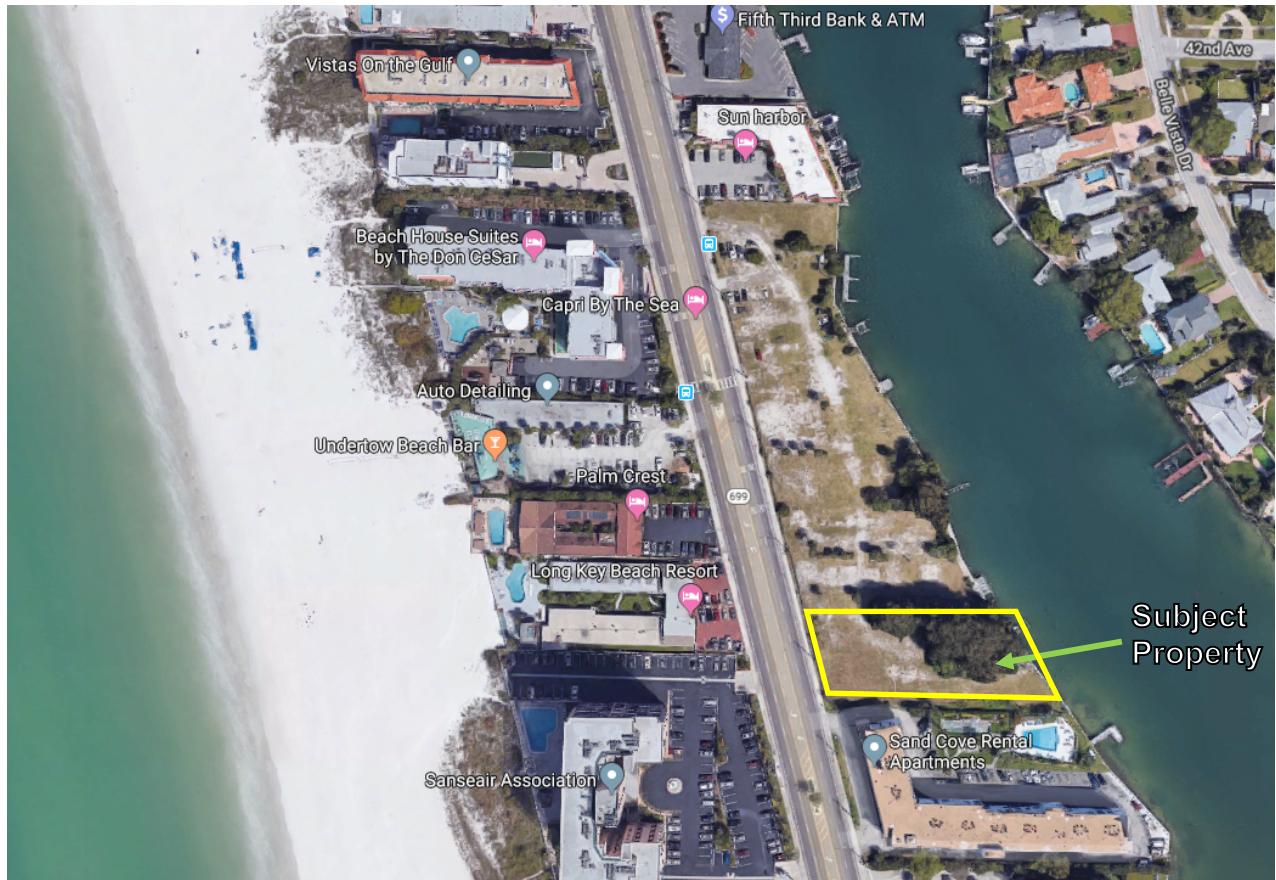
On January 22, 2019, the initial conditional use permit was granted for a period of two years. The current application is to renew the use of the subject property as an off-premise parking lot. The

application was reviewed by the Technical Review Committee and conditions were identified to mitigate impacts of the development were made conditions of this report.

ZONING MAP

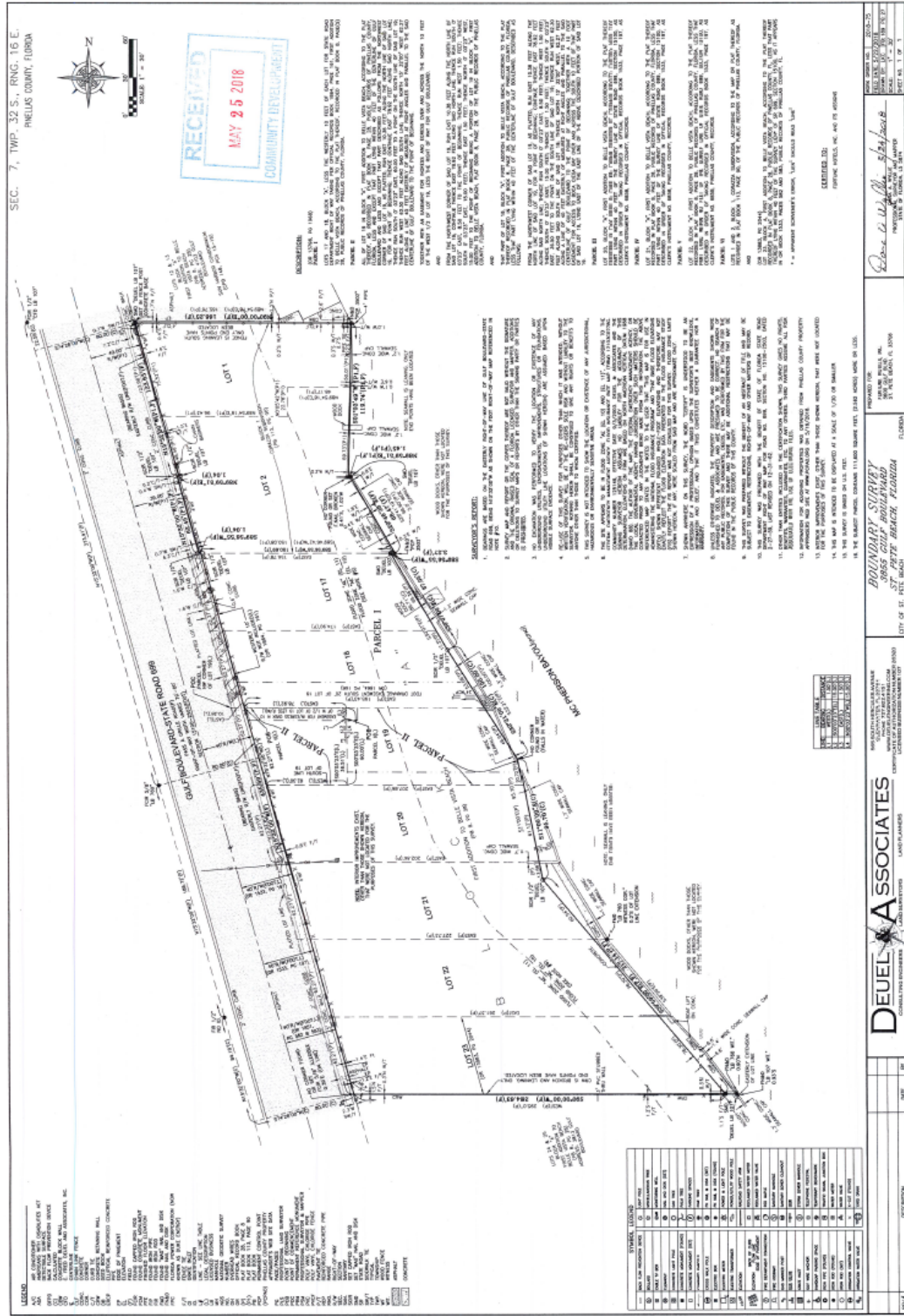


AERIAL MAP

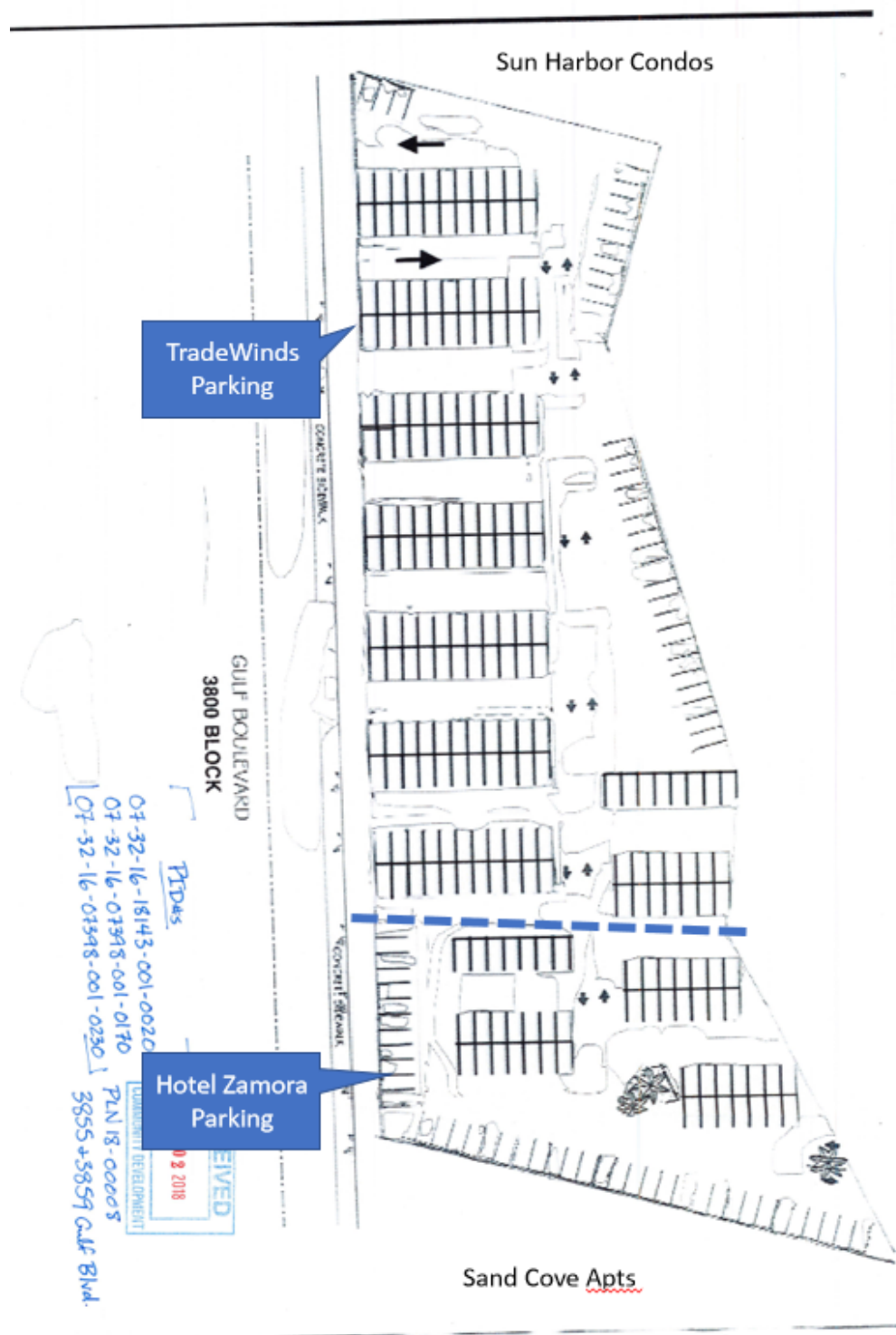


SITE SURVEY

3855
Golf
Blvd.



SITE PLAN



ANALYSIS

The applicant proposes to utilize the site as an off-premise parking lot pursuant to Land Development Code Sec. 42.4. According to Land Development Code Division 2 – Definitions:

Parking area mean any public or private land area designed and used for parking motor vehicles, including parking lots, garages, private driveways and allowed or legally designated areas of public streets.

Parking lot (off-premise) an off-street parking lot that is not on the same property as the principal use it is designed and intended to serve.

Land Development Code, Division 23, OFF-STREET PARKING AND LOADING, Section 23.7, Pervious and semi-pervious parking allows for the utilization of drought-tolerant sod, shell, gravel, or other similar surfaces.

The Land Development Code limits the operation of off-premise parking lots in the Gulf Boulevard Redevelopment District to a period not to exceed five years (LDC 23.4 (I)). This extension can be granted for up to an additional 3 years.

Land Development Code Sec. 4.4 – Standards for review.

When considering an application for approval of a conditional use, the City Commission review shall consider the following standards:

- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;**

The conditional use request is consistent with the Comprehensive Plan in the following ways:

FUTURE LAND USE ELEMENT:

B. Community Redevelopment District

Objective 1.1 - *Promote a sustainable community by requiring the use of Green standards and practices for all development and redevelopment within the Community Redevelopment District by establishing minimum Green building and site design standards that benefit the quality and sustainability of the environment and: [...] reduce urban heat by reducing paved surfaces, reduce the need for parking by participating in shared parking plans, employer ride-share and shuttle service programs.*

C. Gulf Boulevard Redevelopment District

Objective 2.4 - *A variety of parking solutions for motorized and non-motorized vehicles shall be pursued to support redevelopment, while maintaining ease of access and adequate parking throughout the Gulf Boulevard Redevelopment District.*

Policy 8 - *Shared parking for commercial, office and mixed-use developments should be accomplished wherever possible.*

- (2) **Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:**
- a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;** *The overall appearance will not be significantly affected as no construction is proposed to take place. However, some upgrades to the vacant lots are necessary and are enumerated in in the Staff Recommendation section of this report. These upgrades include but are not limited to keeping the property free and clear of trash and debris, replacing and keeping the perimeter fence along Gulf Boulevard in good repair, enhancing the landscape borders including some trees that are acceptable to the City and keeping such borders well mulched, adding better shell drive aisles for the Zamora and Tradewinds and keeping them better maintained, and adding wheel stops along the western perimeter fence. The temporary authorization of this site as an off-premises parking lot for employees of The Zamora supports existing uses in the area and may reduce the likelihood of employee parking along residential streets.*
 - b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;** *This application does not impact any known city, state or federally designated historic, scenic, archaeological, or cultural resources.*
 - c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features. No construction is proposed. A landscaped buffer was installed by the applicant during a previous application and provides screening of the lot from Gulf Boulevard. It is unclear whether this buffer meets the standards of Land Development Code Sec. 39.10(b), which requires a minimum eight-foot wide landscape zone along the property between the sidewalk and building face.**

As this buffer is not reflected on the site plan, it is also unclear whether the landscape plantings are sufficient to provide screening pursuant to the aforementioned subsection.

- d. **Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.**
- (3) **Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; *The need for a Traffic Impact Fee is not required.***
- (4) **Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely; *The parking area will be required to comply with minimum driving aisles as provided in Land Development Code. No space for the loading and unloading of trucks is needed.***
- (5) **Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made; *Conditions recommended in this report are intended to mitigate any impacts on public health, safety and welfare. As this lot is intended to be utilized only as employee parking, the impact on the transportation system should be lower than when the lot was approved for use as a commercial parking lot. Some impact on the transportation system during peak hours is expected.***
- (6) **Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; *The applicant will be required to implement conditions approved by the City Commission.***
- (7) **Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach. *The proposed use will require variances from requirements for landscaping and streetscape design standards.***

Land Development Code Sec. 4.12 – Criteria for review of conditional use applications.

- (a) Conditional use applications within the community redevelopment district shall be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the

community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

- (1) **Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services;** *No utility infrastructure is anticipated to be required to renew this off-premise use.*
- (2) **Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways;** *The applicant is proposing to maintain the previous traffic circulation and ingress and egress points approved in 2019. No loading or unloading areas are proposed or expected, and the applicant is not proposing any additional pedestrian transit infrastructure or amenities.*
- (3) **Hydrological features and storm water management infrastructure;** *No new infrastructure or hydrological features are being proposed with this application.*
- (4) **Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas;** *No site development is anticipated with this application. The lot is proposed to remain an unimproved parking lot. Staff are recommending the parking surface be well maintained and the area kept clean and free of trash and debris. No sand, gravel or other debris may run off into the street or Boca Ciega Bay. All exposed dirt areas shall be covered with bark, mulch, or other weed control measures included as part of the final landscape plan. The use of non-cypress mulch is strongly encouraged in support of "green" practices for a sustainable community.*
- (5) **Site landscaping, open space provision and impervious surface limitations;** *The applicant is requesting a variance to standards requiring additional landscaping on the site. The lot will remain unimproved and comply with the City's impervious surface standards.*
- (6) **Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance;** *This application is for an overflow, employee-only lot. No lighting is proposed, and hours of operation will align with days in which the corresponding tenants have significant visitors. The City did not receive any complaints about noise from the use during the two active years of its Conditional Use Permit.*
- (7) **Fire suppression and facility security;** *No fire suppression is expected to be required. The Fire Marshal has specified that the access road into the lot must meet certain surface requirements, which are incorporated in recommended conditions.*

- (8) **Emergency management and hurricane evacuation provisions;** *Both temporary lodging tenants of this lot are required to comply with City and County hurricane evacuation and emergency management provisions.*

In addition per LDC Division 4, Conditional Use Permits, Section 4.11, Conditional uses in designated community redevelopment district: It is the intent of the city that the aesthetic and functional characteristics of new development shall be regulated to insure consistency with the stated objectives of city redevelopment policy and that all new development is undertaken in a manner consistent with the best interests of the community. In instances of development projects which are of significant density or intensity, the complexity of the construction and operation of such projects require a higher than usual level of public security and technical review prior to permitting, and necessitate the articulation of specific requirements on the part of both the developer and the city to ensure that such developments are in harmony with community character and consistent with the policies of the community redevelopment plan. The provisions are intended to supplement the stated requirements and other divisions of the Land Development Code and provide for the incorporation of provisions into conditional use approvals which address issues of public concern.

Variances Requested

The applicant requests the following variances from the Land Development Code:

1. Division 22 – Landscaping and Tree Protection.
2. Division 39 - Streetscape design required elements which requires (1) a ten-foot sidewalk, (2) pedestrian amenities within the private landscape zone along Gulf Blvd., (3) decorative lighting fixtures within the private landscape zone along Gulf Blvd. and (4) a minimum eight-foot wide private landscape zone shall be installed along the property line.

Division 3 - Administration of The Land Development Code, Section 3.12, General variances.

(b) *Authority and approval criteria.*

- (1) The appropriate board of authority shall approve an unnecessary and undue hardship variance only if the variance applicant demonstrates by substantial competent evidence that all of the following are met and satisfied:
 - (1) **Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;** *With respect to variance #1, regulating landscaping on the site, and variance #2, regulating requirements of new development in the Gulf Boulevard Redevelopment District, Staff find the use being temporary is a peculiar case which does not apply to neighboring lands in this District. Staff find that limiting the duration of the variances to the issuance of the conditional use permit would provide the applicant reasonable short-term use of the land, mitigate potential parking issues in the area, while ensuring that the site is still subject to providing a high-quality development in the future.*

- (2) **The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;** *The circumstances do not result from the current or prior owner of the property.*
- (3) **Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;** *No other property within the same zoning district features a similar temporary or parking use as the one proposed for this lot. The lot is proposed for occasional employee use only and is not anticipated to generate noise, litter and other potential issues occasionally associated with commercial lots. No complaints regarding trash, noise, or any other complaint have been received during the two prior years of lot operation. While Staff do not find that the conditions create an undue and unnecessary hardship on the applicant as it relates to site redevelopment, Staff recognize that the landscaping and other pedestrian amenities should be reviewed at the eventual permanent use of the site. Installation at this time, with near-term eventual replacement, could create a hardship on the applicant.*
- (4) **The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the comprehensive plan or the Land Development Code, nor will it permit an increase in development density;** *None of the variance requested would impact development density or create a use or structure inconsistent with the Comprehensive Plan or Land Development Code.*
- (5) **An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;** *Financial return does not form the basis of these variance requests. The lot is not proposed to operate in a commercial manner.*
- (6) **Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;** *Staff are proposing that variances #1 and #2 are made temporary and expire upon expiration of the Conditional Use Permit, or when the site is proposed for redevelopment. This will permit short-term operation of the lot while guaranteeing context-sensitive improvements at the time of permanent site redevelopment as expected of other developments within the zoning district.*
- (7) **The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure;** *Staff find that the temporary waiver of variances #1 and #2 for a period not to exceed the length of the Conditional Use Permit is reasonable and will allow for these features to better reflect the eventual City vision for the site within the greater district redevelopment when permanent development is undertaken.*
- (8) **The requested variance is in harmony with the general intent and purpose of the comprehensive plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.** *Staff do not find that the temporary issuance of variances #1 or #2 are out of harmony with the Land Development Code or will be injurious to the neighborhood. The lot has been operated as off-premise parking*

relatively continuously for the previous decade, and no significant changes are proposed in this application.

(2) When application is made to the city commission for approval of a conditional use permit, any necessary variances shall be considered by the commission at the same time as the conditional use permit request. Such variances may be approved or denied by the city commission without regard to the disposition of the conditional use permit request.

(3) Any variance granted hereunder shall expire one (1) year from the date of the development order providing for such variance, unless a building permit for the construction authorized by such variance is obtained within such time and said building permit has not expired prior to the completion of construction in accordance therewith.

STAFF RECOMMENDATION

It has been determined that the reviewing body (City of St. Pete Beach City Commission) is empowered under the LDC to grant a Conditional Use for application 21020. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent properties and other properties in the district provided the conditions as proposed by staff are adhered to. Per LDC Division 4, Conditional Use Permits, Section 4.11, Conditional uses in designated community redevelopment district: It is the intent of the city that the aesthetic and functional characteristics of new development shall be regulated to insure consistency with the stated objectives of city redevelopment policy and that all new development is undertaken in a manner consistent with the best interests of the community. In instances of development projects which are of significant density or intensity, the complexity of the construction and operation of such projects require a higher than usual level of public security and technical review prior to permitting, and necessitate the articulation of specific requirements on the part of both the developer and the city to ensure that such developments are in harmony with community character and consistent with the policies of the community redevelopment plan. The provisions are intended to supplement the stated requirements and other divisions of the Land Development Code and provide for the incorporation of provisions into conditional use approvals which address issues of public concern. As such, staff recommends approval of the Conditional Use for the off-premise parking lot, temporary approval of Variance #1 for landscaping requirements, and temporary approval of Variance #2 for streetscape design required elements. Should the City Commission grant the Conditional Use, the application should be subject to the following conditions:

1. The surface of the parking lot shall be well maintained. It must be kept clean and free of trash and debris. No sand, gravel or other debris may run off into the street or Boca Ciega Bay. All exposed dirt areas shall be covered with bark, mulch, or other weed control measures included as part of the final landscape plan. The use of non-cypress mulch is strongly encouraged in support of "green" practices for a sustainable community.
2. The Gulf Boulevard landscape buffer shall be well mulched, and all existing vegetation on onsite shall be retained.
3. The applicant shall be responsible for the daily emptying of trash cans on the site.
4. No storm water discharge may leave the site. All storm water must be directed away from the property boundary and infiltrate through the proposed gravel and grass surface.
5. One A-frame sign at each entrance on the property stipulating PRIVATE/VALET

PARKING ONLY is required and shall need a permit in conformance with Division 26 of the Land Development Code.

6. The “NO MOORING” signs shall remain and be maintained.
7. The drive isles shall allow for one-way traffic and shall be maintained with shell.
8. Repair and/or replacement of the perimeter fence along Gulf Boulevard and shall be kept in good repair.
9. This Conditional Use Permit and companion variances shall expire three years from the effective date of this Resolution.
10. Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.



CONDITIONAL USE APPLICATION

Case Number: 21070

PROPERTY OWNER: _____

APPLICANT/AGENT (Attach agent authorization form)

Name: Beth Morean

Name: Zamora Hospitality Group, LLC

Address: 3618 EL Centro St

Address: 3701 Gulf Blvd

City: St Pete Beach State: Florida

City: St Pete Beach State: Florida

Zip: 33706 Telephone: 727-367-7911

Zip: 33706 Telephone: 8139096430

Email: bethdolphin@aol.com

Email: dmangar1@me.com

SUBJECT PROPERTY:

Address: 3855 Gulf Blvd Current Name of Business: N/A

Parcel ID: 073216181430010020, 073216073980010170, 073216073980010230 Name of Project: Temporary Parking

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

Temporary parking for Hotel Zamora Employees


Signature of Applicant/Agent

8/29/2021

Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

RECEIVED

In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. LDC Sec 4.4(a)(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

The parking is Hotel Zamora use and for additional parking for our employees

2. LDC Sec 4.4(a)(2)a-d Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:

- a. Whether the overall appearance and function of the area will be significantly affected. consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

There are parking lots located on the North side and South side of this property that serve condos and apartments.

- b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);

N/A

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c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

A fence and landscaping along Guld Blvd was installed 2 years ago which was required

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

The lot will be supervised at all times when in use by our valet. There are garbage cans available and property is maintained daily

3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);

A crosswalk was installed over 4 years ago to allow visitors to safely cross to the beach side of Gulf Blvd

4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);

N/A

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5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

Yes

6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,

Yes

7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

Yes

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.

N/A

2. Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.

N/A

3. Hydrological features and storm water management infrastructure.

4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.

N/A

5. Site landscaping, open space provision and impervious surface limitations.

Yes

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6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.

N/A

7. Fire suppression and facility security.

N/A

8. Emergency management and hurricane evacuation provisions.

Lot not in use during emergency situations

9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

- a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and
- b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

N/A



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Owner's Authorization for Agent

I/WE Beth Morean (Sungold LLC)
(print name of property owner)
hereby authorize Zamora Hospitality Group, LLC
(print name of agent)
to represent me/us in an application for Temporary off site parking conditional use
(type of application: variance, conditional use, zoning, etc.)

Beth Morean
Signature of Owner

Signature of Owner

Beth Morean
Print Name of Owner
(Sungold LLC)

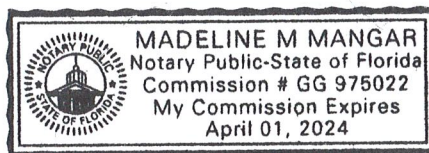
Print Name of Owner

The forgoing instrument was acknowledged before me this 30 day of August 2021, by Beth Morean who is personally known or produced as identification.

Madeline M Mangar
(Notary Signature)

8/30/2021
(Date)

My Commission Expires 4/1/2024



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PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, Devanand Mangar, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): Devanand MANGar for Zamora Hospitality Group, LLC

Address: 3701 Gulf Blvd

Devanand Mangar 8/29/2021
Signature Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 29th day of AUGUST 2021 by DEVANAND MANGAR, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take a oath

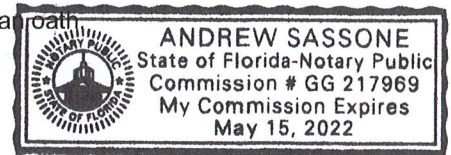
My commission expires: _____

NOTARY:

Print Name: ANDREW SASSONE

Notary Public, State of Florida

(Notarial Seal)



Andrew Sassone

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CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

- X I understand that the City will not accept or process an incomplete application.
- X I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.
- X On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.
- X I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.
- X I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.
- X I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

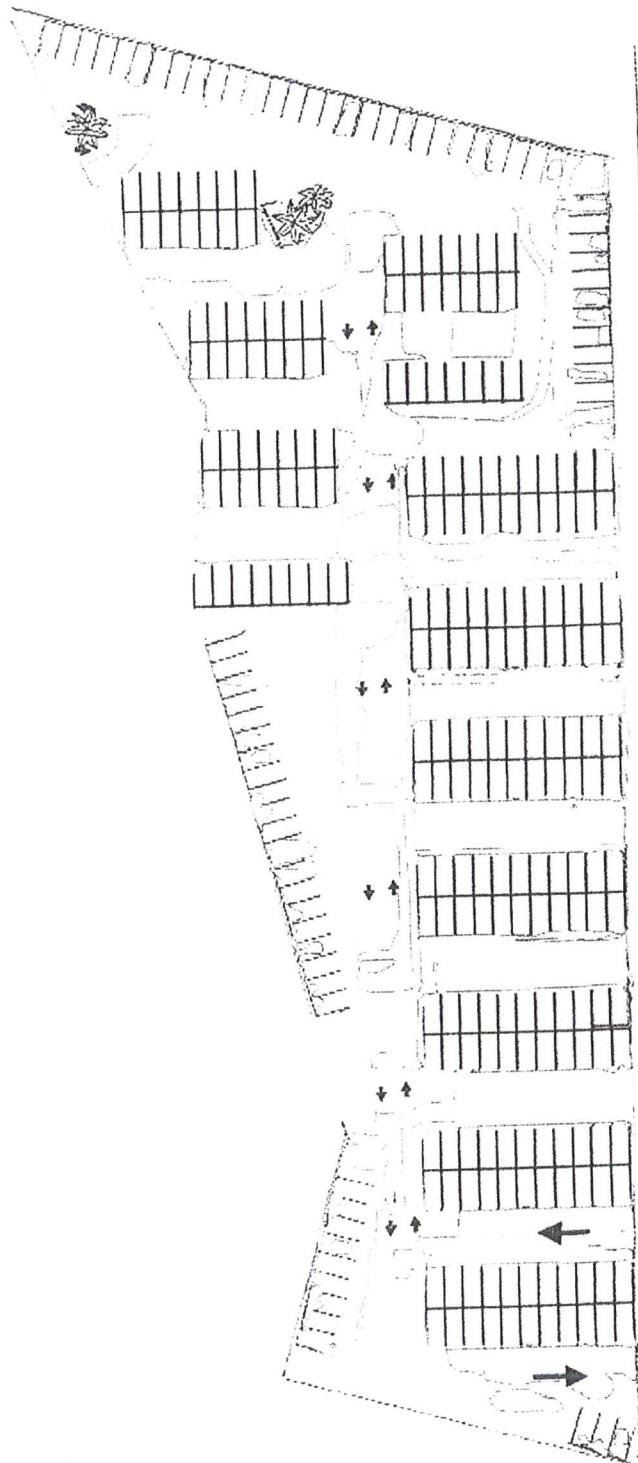
After acknowledgement of these conditions, complete the application form on the following pages

<u>Devanard Moya</u>	<u>8/29/2021</u>
Signature of Applicant	Date



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RECEIVED
 AUG 30 2021
 COMMUNITY DEVELOPMENT



GULF BOULEVARD
 3800 BLOCK

STUDY
 AUG 30 2021
 CIVIL ENGINEER

REVISED



SITE PLAN
 1" = 53.8'

Drive Aisles = $\frac{1}{2}$ " = 26' ft. (reg. 24 ft.)
 Parking Spaces = $\frac{1}{4}$ " = 13' ft. (reg. 9 ft.)

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2021-23: Interlocal Equipment Sharing Agreement

Date: October 12, 2021

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: This Interlocal Equipment Sharing Agreement between the City of St Pete Beach and the City of Treasure Island is to establish a shared equipment arrangement between the two municipalities. This allows the cities to pool their resources to be able to purchase and share equipment to provide optimal community services in the most effective and efficient manner possible. Both cities will gain benefits of owning equipment that might exceed what each city could afford or fully utilize individually. Both cities will benefit from the purchase of, refurbishing of, or sharing of equipment, including but not limited to: a thermostriping machine, beach clean-up equipment, barge and vacuum truck.

Funding: N/A

Requested Motion: I move to adopt Resolution 2021-23.

Attachments:

1. Interlocal Agreement with Treasure Island - Equipment Sharing
2. SPB Resolution - Interlocal Agreement for Equipment Sharing with Treasure Island

EQUIPMENT SHARING INTERLOCAL AGREEMENT

This Equipment Sharing Interlocal Agreement (“Agreement”) is made and entered into as of this 1st day of November, 2021, (“Effective Date”) by the CITY OF ST. PETE BEACH and the CITY OF TREASURE ISLAND to establish shared equipment resources. The City of St. Pete Beach and the City of Treasure Island shall be referred to collectively as the “Parties.”

WHEREAS, this Agreement is made and entered between the Parties pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, Section 163.01(2), Florida Statutes, permits “local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and”

WHEREAS, the City of St. Pete Beach desires to ensure “an optimal quality of life for its community” and the City of Treasure Island desires to be “good fiscal and environmental stewards of our community, while providing responsive, high-quality public services” as set forth in their respective Vision and Mission Statements; and

WHEREAS, the Parties are neighboring small coastal communities, with the City of Treasure Island having a population of approximately 6,705 residents and the City of St. Pete Beach having a population of approximately 9,587 residents; and

WHEREAS, the Parties have many of the same needs as larger municipalities, but significantly fewer resources; and

WHEREAS, the Parties desire to pool their resources to be able to purchase equipment that will serve public projects in both jurisdictions; and

WHEREAS, one Party has certain equipment that it is willing to share with the other Party for its use on public projects within its jurisdiction; and

WHEREAS, the Parties desire to join together in this Agreement to provide optimal community services in the most effective and efficient manner possible.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the mutual advantages to be realized by the Parties, the City of St. Pete Beach and the City of Treasure Island agree as follows:

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Scope of Services. The purpose of this Agreement is to gain the benefits of owning equipment that might exceed what each City could afford or fully utilize individually. Both Parties will benefit from the purchase of, refurbishing of, or sharing of equipment, including but not limited to, a thermostripping machine, beach clean-up equipment, barge, and vacuum truck.
3. Effective Date and Term of Agreement. This Agreement will be effective upon full execution and will remain in effect for a period of five (5) years. This Agreement will automatically renew for a second five (5) year term, unless one of the Parties provides the other party written notice of its intent not to renew.
4. Equipment Purchase, Cost Sharing, and Usage. The City Manager, or designee, of each City shall agree in writing to the specific equipment to be purchased, refurbished, or shared with the appropriate authorization granted, the amount each City will contribute to the total cost and timing of that contribution, the specific responsibilities of each City for claiming, tracking and reporting the asset, training, maintenance, and storage of the equipment, the availability of the equipment to each City for ongoing use, the amount of insurance and payment of such insurance if needed, and the responsibility of each City for the disposition of the equipment at the end of its useful life ("City Manager Equipment Agreement"). It is anticipated that each City will operate the purchased, refurbished or shared equipment when the equipment is being used in its jurisdiction, unless otherwise specified by the City Manager. Before the disposition of any equipment purchased, refurbished or shared under this Agreement, the Party seeking disposition shall offer the equipment to the other Party for donation or sale depending on the reasonable value of the equipment at the time of disposition.
5. Additional Equipment Purchase. The City Manager, or designee, of each City may add additional equipment purchases to this Agreement as long as the purchases are mutually agreed upon by both Parties in writing and appropriate purchase authorization has been granted. These additional purchases shall be consistent with each City Manager's or designee's, spending authorization or approved funding of their respective City's budget.
6. Compliance with Laws and Indemnification. Both Parties agree to comply with all federal, state, and other applicable laws relating to the employees, including, but not limited to Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, Chapter 447 and 760, and ss. 112.3187, 440.105, and 440.205, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the limitations set forth in F.S. § 768.28 by either the City of Treasure Island or the City of St. Pete Beach. Nothing herein shall be constructed as consent by either the City of Treasure Island or the City of St. Pete Beach to be sued by third parties in any manner arising out of this Agreement.

7. Amendments. This document and its 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 shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties. The respective City Managers of both Parties, through mutual consent and in writing, may amend the City Manager Equipment Agreement for each piece of equipment purchased, refurbished, or shared through this Agreement. Except as otherwise provided herein, this Agreement may be amended or modified only in writing signed by all Parties hereto.
8. Termination. The respective City Manager of either party may terminate the ongoing ownership of specific equipment purchased, refurbished, or shared through this Agreement by submitting their intent to terminate with ninety (90) days written notice to the other City Manager, while keeping the Agreement in place for other shared equipment, if applicable. The City Managers shall agree to payout for the purchased, refurbished, or shared equipment and the timing of that payout and transfer full ownership of such equipment to the specified Party upon termination.
9. Filing of Agreement. This Agreement will be filed with the Clerk of the Circuit Court, as provided in Section 163.01 (11), Florida Statutes.
10. Notices. 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 the City of Treasure Island:
City Manager
City of Treasure Island
120 108 th Avenue
Treasure Island, FL 33706 | As to the City of St. Pete Beach:
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706 |
| With Copy To:
jcowan@mytreasureisland.org | With Copy To:
cityattorney@stpetebeach.org |
- Either party may provide notice of a change of address or email to the other party and the change of address or email notice is effective upon receipt.
11. Conflicts and Severability. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.
12. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed

according to the laws of Florida, and venue for any action arising here from shall be in Pinellas County, Florida. 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.

13. Assignment. This Agreement shall be binding upon the Parties, their successors, assignees, and legal representatives. Neither party shall assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the Parties.
14. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned, and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
15. Public Records. This Agreement and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.

[SIGNATURE PAGE TO FOLLOW]

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

City of Treasure Island:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Amy Davis

By: Alex Rey

Its: City Manager

Its: City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

Ruth Nickerson
City Clerk

Amber LaRowe
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jennifer Cowan
City Attorney

Andrew Dickman
City Attorney

RESOLUTION 2021-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE EQUIPMENT SHARING INTERLOCAL AGREEMENT WITH THE CITY OF TREASURE ISLAND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to utilize the provisions of the “Florida Interlocal Cooperation Act of 1969,” of Section 163.01, Florida Statutes.

WHEREAS, F.S. 163.01 (2) permits “local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.”

WHEREAS, the City of St. Pete Beach desires to join with the City of Treasure Island in the Equipment Sharing Interlocal Agreement to provide optimal community services in the most effective and efficient manner possible.

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

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

SECTION 2. The City Commission hereby authorizes the City Manager of the City of St. Pete Beach to execute the Equipment Sharing Interlocal Agreement with the City of Treasure Island, attached as Exhibit A.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2021.

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

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Exhibit A

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2021-24: FDOT Highway Landscape Reimbursement Memorandum of Agreement

Date: October 12, 2021

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: This Resolution allows the City to accept funding from their Highway Landscape Reimbursement Memorandum of Agreement (HLRMOA) in the amount of \$52,282.00. This funding will be used to landscape the Bayway Medians from the toll booth to Gulf Boulevard. Once installed, it is up to the City to maintain a level of service that meets the maintenance plan provided to FDOT before installation.

Funding: 001-6104-572-5527

Requested Motion: I move to adopt Resolution 2021-24.

Attachments:

1. SPB Resolution 2021-24 FDOT Highway Landscape Reimbursement Agreement (00136510xE1F64)
2. HLRMOA #01-22 St. Pete Beach

RESOLUTION 2021-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A CITY DESIGNEE TO ENTER INTO THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach is looking to enhance the City's landscaping.

WHEREAS, the Florida Department of Transportation (FDOT) has funding available to assist with landscaping and maintenance.

WHEREAS, the funding will be used to landscape the Bayway medians from the toll booth to Gulf Boulevard.

WHEREAS, the amount of landscape reimbursement from FDOT is \$52,282.00.

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

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

SECTION 2. The City Commission hereby authorizes a City Designee to enter into the Florida Department of Transportation District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2021.

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

Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT
AND MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____
2021, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a
component agency of the State of Florida, (the "Department") and CITY of ST. PETE BEACH,
("Agency").

WITNESSETH

WHEREAS, the Department owns State Road 682 (Pinellas Bayway) right-of-way from
Casablanca Ave. (M.P. 0.052 to Barcelona St. M.P. 0.188) Section # 15200-001. FPID 447987-
1-58-01; within the city limits of St. Pete Beach; in Pinellas County, Florida and

WHEREAS, the Agency seeks to beautify that portion of State Road 682 referenced above
through the installation of landscape improvements which would enhance its aesthetic quality;
and

WHEREAS, under F.P.I.D. 447987-1-58-01 the Department has allocated funds for such
improvements and is authorized pursuant to Section 334.044(26), Florida Statutes, to reimburse
the Agency for eligible expenditures; and

WHEREAS, upon installation of such improvements, the Agency has agreed to maintain those
improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044(7), Florida Statutes to
enter into contracts and agreements with counties/municipalities for maintenance of roadside
landscape improvements on the State Highway System; and

WHEREAS, the Agency has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other,
the parties covenant and agree as follows:

1. SUBMITTALS

a. The Agency shall produce plans for, and install landscape improvements on, those areas of the
State Road as depicted in the Landscape Plans and Specifications attached. All work conducted
in connection with plans production and installation of improvements shall be referred to as the
"Project".

b. Within one hundred and twenty (120) calendar days after execution of this Agreement, the
Agency shall submit to the Department four copies of the landscape plans and specifications. This
shall include:

1. A Maintenance Plan.
2. Maintenance of Traffic plan sheets.
3. Two (2) copies of the following documents are required:
 - a. The Project schedule.
 - b. Letters of no conflict from all utilities within the Project limits.
 - c. Project cost estimate.

Within fifteen (15) business days of the receipt of review comments by the Department, the Agency shall revise all documents required herein in accordance with the Department's comments and submit one (1) electronic copy of the revised documents for the Department's written approval. Within five (5) business days of receipt of Department approval, the Agency shall submit two (2) hard copies and one (1) electronic copy of the approved Plans and Specifications in 11" x 17" format to the Department. Failure to submit any of the required documents within the time periods specified may result in termination by the Department of this Agreement.

- c. If any of the submittals of the Agency pursuant to Paragraph 1.b. are rejected by the Department and returned to the Agency for revisions, such documents must be approved and resubmitted to the Department not later than one hundred and eighty (180) calendar days following the execution of this Agreement. If such documents are not resubmitted as approved, the Department may terminate this Agreement, including its obligation to reimburse any monies expended for the Project except for those approved expenditures for design of the Project.
 - d. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt requested.
- (1) If to the Department, address to District Roadside Vegetation Coordinator, at Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and
 - (2) If to the Agency address to The City Parks and Recreation Director; for The City of St. Pete Beach, FL. 155 Corey Ave, St. Pete Beach, FL 33706 or at such other address as the Agency from time to time designates by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

2. INSTALLATION

- a. The Agency shall not commence Project installation until the Department has issued a Notice to Proceed with Construction. Said Notice shall contain the Project completion date. The Agency shall notify the District Landscape Architect (DLA) and the Operations Center Engineer two (2) business days prior to commencing work on the Project site.
- b. The Agency agrees to install or cause to be installed landscaping within the Project area as specified in the attached Landscape Plans and Specifications. The Agency shall not change or deviate from the plan(s) without the Department's prior written approval.
- c. If the Agency desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen (15) feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and the Department's Maintenance of Traffic Regulations. The Agency shall have a Worksite Traffic Supervisor certified in Advanced Maintenance of Traffic supervise the set up and operation of Maintenance of Traffic devices at the site of the construction or maintenance activity. Prior to proceeding

with construction, the Agency shall provide the Department with the Worksite Traffic Supervisor's certification.

d. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the Agency.

e. If the Agency fails to substantially complete Project installation by the completion date in the Notice to Proceed, the Department shall provide the Agency with written notice of its intent to terminate this Agreement. If the Agency fails to respond or take corrective action within the prescribed time period set forth in the notice, the Department may terminate the Agreement as provided for in Paragraph 6.b., including its obligation to reimburse any monies expended for the Project except for those portions of the Project already completed by the Agency and accepted by the Department.

f. Upon certification of completion by the Agency, inspection, and approval of the Project as substantially complete in writing by the DLA, the Project shall be subject to a ninety (90) calendar day establishment period. Work performed and costs incurred after final project approval are not eligible for reimbursement.

3. BILLING and PAYMENT

a. Upon completion of the ninety (90) calendar day establishment period and approval of the Project installation by the Department, the Agency shall, within one hundred and eighty (180) calendar days, furnish the Department with two (2) signed originals of its final and complete billing of all eligible costs incurred in connection with the Project. The invoice shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest billed expense was incurred; the date on which the last work was performed, or the last item of billed expense was incurred; and the location where records and accounts billed can be audited.

b. The Department shall reimburse the Agency in an amount not to exceed \$52,282.00. Dollars and No Cents for all eligible expenditures for the professional design, inspection, and enforcement of the material and installation standards; and the purchase, installation, and establishment of plant material as identified in Exhibit "A". Reimbursement for design fees shall not exceed ten percent (10%) of the total reimbursement amount.

c. Payment shall be made to the Agency by the Department under the following conditions.

1. This Agreement has not been terminated pursuant to Paragraph 6. b.
2. The Agency agrees to complete the project on or before two (2) years from the date of the Agreement. If the Agency does not complete the project within this time period, any reimbursement for payment shall not be processed by the Department unless an extension of the time period is requested by the Agency and granted in writing by the Department
3. Written certification of the completion of the installation and acceptance by the Agency is provided to the Department.

4. The DLA has inspected the work and has issued a letter of final completion to the Agency noting that it has fully met with the terms and conditions of this Agreement.
5. After Department issuance of the Substantial Completion letter, the Agency shall provide the Department with two (2) hard copy sets and one (1) electronic copy of 11" x 17" format As-Built drawings.

4. STANDARD FINANCIAL PROVISIONS

a The Department agrees to compensate the Agency for services described in Exhibit A Landscape Plans and Specifications. The Method of Compensation is described in Section 3, "Billing and Payment".

b. The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and its quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit A - Landscape Plans and Specifications.

c. Invoice Summaries shall be submitted by the Agency in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A - Landscape Plans and Specifications. Deliverables must be received and accepted in writing by the Department's DLA prior to payments. There shall be no reimbursement for travel expenses under this Agreement.

d. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under *Chapters 215 and 216, F.S.* If the Department determines that the performance of the City is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Agency shall, within five (5) business days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. Payment shall not be made to the Agency until the goods and services have been received and proof of payment or other backup documentation as requested is provided to the Department. The Project must be completed (goods and services received and approved by the Agency) no later than _____

e. The Agency providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services should take no longer than five (5) business days. The Department has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the date the Invoice Summary is received.

If a payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03 (1), F.S., will be due and payable, in addition to the

Invoice Summary amount, to the Agency. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Agency requests payment. Invoice Summaries that have to be returned to the Agency because of Agency preparation errors will result in a delay of the payment. The Invoice Summary payment requirements do not start until a properly completed Invoice Summary is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the Agency who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

f. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request by the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

g. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of *Section 339.135 (6) (a), F.S.*, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

h. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

i. The Agency agrees to comply with *Section 20.055 (5), F.S.*, and to incorporate in all subcontracts the obligation to comply with *Section 20.055 (5), F.S.*

5. MAINTENANCE

a. At such time as the Department issues a Notice to Proceed with Project installation and until such time as the Project is removed pursuant to Paragraphs 5.f. and 6.a., the Agency shall maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the City agrees to:

- (1) remove litter from all landscaped areas of the Project;
 - (2) remove fallen palm fronds, fallen fruit and flower stalks and fallen twigs and limbs from all landscaped areas of the Project;
 - (3) water and fertilize all plants;
 - (4) mulch all plant beds;
 - (5) keep plants as free as practicable from disease and harmful insects;
 - (6) weed the Project premises routinely;
 - (7) mow and/or cut grass within the areas delineated by the landscape plans;
 - (8) prune all plants, specifically remove all dead or diseased parts of plants and prune of all parts of plants that present a visibility hazard to those using the roadway;
 - (9) replace, or at the Agency's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
 - (10) perform routine maintenance as prescribed by the manufacturer of any Project irrigation system; and
 - (11) trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).
- b. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the Agreement in accordance with Paragraph 6.b.
- c. The Operations Center Engineer shall be notified two (2) business days in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Operations Center Engineer notified immediately. The Operations Center Engineer with responsibility for the roadway within this Project is located at 5211 Ulmerton Rd. Clearwater, FL 33760 Telephone 727-848-8300.
- d. Prior to any Project construction or reconstruction activity, the Agency shall submit plans to the Department for review and approval of the proposed work. Additionally, such plans shall be submitted to all utilities with facilities within the limits of work for their review and comment. The Agency shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Work shall not start until the Department has issued a Design Approval and Notice to Proceed with Construction letter to the Agency. Prior to commencing any field activity on this Project, the Agency shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.
- e. The Department will require the Agency to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the Agency or representatives of the Agency violate the conditions or intent of this agreement as determined by the Department.
- f. It is understood between the parties hereto that any or all of the Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation, or adjustment and shall be allowed sixty (60) calendar days to remove all or

part of the Project at its own cost. The Agency will own that part of the Project it removes. After the sixty (60) calendar day's removal period, the Department may remove, relocate, or adjust the Project as it deems best. Wherever the Agency removes improvements pursuant to this agreement, the Agency shall restore the surface of the affected portion of the Project premises to the same safe and trafficable condition as it was before installation of such improvements.

g. The Agency covenants to appropriate in its annual budget, for each Fiscal Year, non-ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the Agency from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.

6. TERMINATION

a. The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution of the Agreement, with ten (10) year renewal options. The Department shall send the Agency an expiration notice six (6) months prior to each ten (10) year expiration date. Any renewal must be agreed upon by both parties in writing ninety (90) calendar days prior to the expiration of the existing agreement

In the event that the Agency elects to not renew the Agreement, then the Agency shall, at its sole expense, be responsible for the removal of the Project and shall restore the Project Highway to a safe and trafficable condition prior to expiration of the Agreement.

b. The Agreement may be terminated by the Department if the Agency, following fifteen (15) calendar days' written notice, fails to perform its duties under this Agreement.

c. The Department reserves the right to unilaterally cancel the Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

d. Within sixty (60) calendar days following a notice to terminate pursuant to Paragraph 6.b., if the Department requests, the City shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to Paragraph 6.b., the Department may complete, remove, relocate or adjust the Project as it deems best.

7. CLAIMS

a. When the Department receives notice of a claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency.

8. GENERAL

a. The Department's District Secretary or his designee shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement the

prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

b. E-Verify:

1. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of this Agreement; and
2. The Agency shall expressly require any subcontractors performing work or providing services to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employee eligibility of all new employees hired by the subcontractor during this Agreement's term.

c. This Agreement embodies the entire Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement may not be assigned or transferred by the Agency in whole or in part without written consent of the Department.

d. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

e. This Agreement, regardless of where executed, shall be governed by and construed according to the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ST. PETE BEACH

a municipal corporation/political subdivision
of the State of Florida

By: _____

City Manager

Date _____/_____/ 2021

Legal Review:

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Francis Lewis., P.E.
Director of Transportation Operations,
District Seven

Date _____/_____/ 2021

Legal Review:

Office of General Council, District Seven