



REVISED

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, June 14, 2022
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Changes to the Agenda –

A. Recognition of Keri Ferenc-Nelson, HR Manager, for receiving her Society for Human Resources Management (SHRM) Certified Professional Certification.

2. Audience Comments - Comments shall be limited to 3 minutes per person

3. Consent -

a. April 26, 2022 Executive Session Minutes & May 24, 2022 City Commission Meeting Minutes

b. Vehicle Purchase

4. Action Items

a. Residential Beautification Program: Morelli Landscaping, Inc.

Authorization for expenditure to Morelli Landscaping, Inc. in the amount of \$145,000 for the City's residential beautification program.

Action Request: Motion to approve the expenditure to Morelli Landscaping, Inc. in the amount of \$145,000.00 and authorize the city manager to enter into the service agreement.

b. Residential Beautification Program: Gilliam Construction

Authorization of expenditure of \$145,000 to Gilliam Construction for the City's residential beautification program.

Action Request: Motion to authorize the expenditure to Gilliam Construction for \$145,000.00 for the City's residential beautification program.

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

Agenda revised on 6/9/2022 to include item 1.A.

Posted 6/9/2022

**City Commission Special Meeting
Executive Session
April 26, 2022
5:00 PM**

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

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

Mayor Johnson called the meeting to order at 5:04 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 and Warren Mack, et al., Case No. 21-002512-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 both cases.

Attorney Dickman informed the Commission that a motion to intervene was filed in Case No. 21-002512-CI. Attorney Eric Page, Shutts & Bowen, LLP., representing the trust was present as well as the trustee. Mr. Dickman requested that the Commission allow Attorney Page a few minutes to discuss his case.

Attorney Page discussed the issues surrounding Case No. 21-002512-CI and presented a binder of information to the Commission. A copy of the binder is made a part of the record.

Mayor Johnson closed the meeting to the public at 5:17 p.m.

Mayor Johnson reopened the public portion of the meeting at 5:52 p.m.

Attorney Dickman stated that regarding Case No. 21-002512-CI he understood the direction is to do nothing at this time.

Regarding Case No. 21-000823-CI, Attorney Dickman understood the direction is to move forward towards a settlement.

Motion: Vice Mayor Graus moved, Commissioner Grill seconded, and the motion carried 5-0 to settle the case with the assurance that residential dock will be clearly defined for Case No. 21-000823-CI, Pass-A-Grille Way, LLC.

There being no further discussion, Mayor Johnson adjourned the meeting at 5:56 p.m.

MINUTES APPROVED:

AMBER M. LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
City Commission Meeting
May 24, 2022
6:00 p.m.

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Alex Rey, City Manager
Matthew McConnell, Assistant City Attorney
Amber LaRowe, City Clerk
Mike Clarke, Public Works Director

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

1. PRESENTATIONS

- a. Mayor Johnson read the LGBTQ Pride Month Proclamation; LGBTQ Pride Month begins June 1st.
- b. Mayor Johnson read the National Safe Boating Week Proclamation; National Safe Boating Week began May 21st and ends May 27th.
- c. Fire Chief Jim Kilpatrick recognized EMT Brian Peterson for heroic acts he conducted in February this year; Mr. Peterson was recognized by the County as EMT of the Year. Mayor Johnson and the Commission presented Mr. Peterson with a custom Tampa Bay Buccaneers Football with his name and the City's seal.

2. CHANGES TO THE AGENDA

No changes were made.

3. AUDIENCE COMMENTS

Jonathan Heffelfinger, resident, discussed the recent ordinance that was adopted that placed restrictions on recreational vehicle (RV) parking in the street. He owns an RV as his only mode of transportation, and it is not used as a habitable space. He requested some consideration because of this.

David Konz, resident, provided comments on Tradewinds Resort proposed development and beach access.

Lisa Reich, resident, discussed street lighting and the impact on sea turtles. She provided opinions on what should be included in the beach ordinance that is being drafted by staff.

4. CONSENT

- a. May 10, 2022 City Commission Minutes
- b. Gulf Blvd. Undergrounding Ph 1 Duke Streetlight Conversion
- c. Fire Station 22 Architecture Services Award

Motion: Commissioner Pletcher moved, Commissioner Friszolowski seconded, and the motion

carried 5-0 to approve the May 24, 2022 Consent Agenda as presented by the City Manager.

5. ACTION ITEMS

a. Citywide LED Streetlight Fixture Type Selection

Alex Rey, City Manager, mentioned that the survey that was conducted was reopened. The results of that survey were distributed to the Commission and made a part of the record. The results did not change, Style 2 was still the winner, with 48 percent of the vote. He agreed with the public comment earlier regarding shields being placed on the light fixtures to assist with the marine wildlife as well as shielding from light pollution into homes.

Mike Clarke, Public Works Director, stated that this light fixture will be given a trial run in District 1 first. This will allow people to view it and get used to it, and to see if this is the theme we want for the City. He said that the lights will go onto existing poles, no new poles are projected to be installed at this time. He assured the Commission that these lights are dark sky friendly. Mr. Clarke stated that it will take a few months to get the materials in and then about a week or two for installation.

Discussion ensued on light shielding, light projection, and the lights along Pass-A-Grille Way.

Motion: Commissioner Friszolowski moved, Commissioner Grill seconded, and the motion carried 5-0 to approve the 70-watt Amber LED fixture from Duke Energy for the Citywide LED Conversion Project [in the trial area of District 1].

6. ITEMS FOR DISCUSSION

No items.

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

Amber LaRowe, City Clerk—asked the Commission to take a minute to look at their calendars for June 28th. She asked if they are available at 4:30 p.m. on June 28th before the regular meeting for an hour workshop on the beach ordinance; this is not specific language for the ordinance, rather, ideas on what staff has proposed to include in the ordinance. Because one Commissioner had a conflict, the Commission agreed to have the workshop on July 12th at 4:30 p.m. before the 6:00 p.m. regular Commission meeting.

Mrs. LaRowe then discussed the budget workshop scheduled for July 25th at 10:00 a.m. with the regular Commission meeting the following day, July 26th. Because there will be two Commissioners out that week, staff would like to know if the Commission is available the week prior, on July 19th to have the budget workshop from 10:00 a.m. to 4:00 p.m. with the 6:00 p.m. Commission meeting to follow. Discussion ensued and it was decided to keep the July dates the same for now, while staff determines if having the budget workshop on July 11th or July 12th will be better.

Alex Rey, City Manager—discussed the Employee Town Hall meeting that was held last Thursday. He stated that it appears it was a good session and mentioned that the most discussed topic was pay. He stated that staff has come up with an idea for immediate help, using a one-time PTO buy-back. Essentially, employees will have the option to sell PTO back to the City, keeping two-weeks PTO in their bank, and it will not exceed a maximum of \$2,500.00 to be paid out. Commission discussed this idea, with Commissioner Pletcher mentioning other ideas to help employees with this cost-of-living issue that they're feeling. All Commissioner agreed with this one-time employee PTO buy-back.

He informed the Commission that Vince Tenaglia's baby was born this weekend, a little boy named Rudy.

Attorney McConnell, Assistant City Attorney—asked for an Executive Session to discuss Pass-A-Grille Way, LLC., on June 14, 2022 at 5:00 p.m.

Commissioner Pletcher—mentioned her monthly District 4 meetings at the Don Vista on Mondays at 6:30 p.m.

Commissioner Grill—asked Mr. Rey to give a brief explanation about how the process works for developers who have a proposed development, like the Tradewinds Resort.

Mr. Rey stated that the procedures and rules are outlined in the City Code. Essentially a developer who has a development for the City will have to conduct a community meeting on their own. This meeting is not of the City, nor held in coordination with the City. The developer is responsible for noticing the meeting, mailing meeting notices, posting the information on the property, and submitting it to the newspaper. There are specific timeframes that this needs to be done, again, outlined in the City Code. The community meeting allows the developer the opportunity to hear from the public about the development, what they like and what they don't like, and then the developer can take those comments into consideration and make changes or not. The developer will then submit the application to the City and go through the City process, with the final stop being heard and approved/approved with conditions, or denied, in front of the City Commission.

Mr. Grill mentioned the roadwork projects in District 2.

Vice Mayor Graus—has appreciated the positive start to the meeting tonight as well as last month.

Mayor Johnson—mentioned a Florida League of Mayors meeting that he attended on the 19th, the City Clerk will forward a handout that he received from that meeting.

He announced the BIG-C meeting tomorrow at 9:00 a.m. to be hosted by the City at the Community Center.

Mayor Johnson stated that the Sirata Hotel will host a Pride Month kickoff event on June 1st from 6:00 p.m. to 8:00 p.m.

He attended the Corey Avenue Sunday Market and was approached by a member of the public who resides in London. She complimented the City and the information that they broadcast to the community, by way of the video messages and the streaming of the meetings.

Mayor Johnson adjourned the meeting at 7:34 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Vehicle Purchase

Date: June 14, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: The truck is a newly budgeted truck to be assigned to a new parks position added to the division. The truck will be used for park maintenance and special projects. Pricing for the vehicle was quoted from the Florida Sheriff's Association – Florida Association of Counties competitive fleet bid awards program that offers a statewide purchasing contract.

Funding: 001-6104-572-5649

Requested Motion: "I move to authorize the City Manager to purchase a 2022 Chevy Colorado 4WT in the amount of \$30,123.00 from Duval Chevrolet that will be assigned to the Parks Division."

Attachments: 1. Duval Chevy quote and bid contract

St. Pete Beach

Prepared for:

St. Pete Beach
Mandy Edmunds
aedmunds@stpetebeach.org

Contract Holder

5/11/2022

Duval Chevrolet
Jared Davis
(Work) 904-381-6595
(Mobile) 904-343-4451
jared.davis@duvalmotor.com
5203 Waterside Dr
Jacksonville, FL 32210

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 20-VEL-28 / FSA 20-VEH18 . If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

\$100

	Code	Equipment	UNIT PRICE	EXTENDED
	SPEC 180	2022 Chevrolet Colorado 4WT (12M53)	\$ 24,282.00	\$ 24,282.00
	LGZ	3.6L V6	\$ 1,484.00	\$ 1,484.00
	PCN	WT Convenience Package	\$ -	\$ -
		EZ-lift and lower tailgate; theft deterrent; remote keyless; remote locking tailgate; cruise control	\$ -	\$ -
	B30/34/35	Carpet flooring and mats	\$ -	\$ -
	G80	Automatic Locking Differential	\$ -	\$ -
	JL1	Integrated Trailer brake Controller	\$ 229.00	\$ 229.00
	Z83	Complete Trailer Towing Package	\$ 795.00	\$ 795.00
		Incl hitch receiver, 2" ball, bar, dual 4/7-pin sealed connector; pin and clip; hitch guidance	\$ -	\$ -
0	1	LED PKG 1	\$ 675.00	\$ 675.00
		4-Corner Flashing Light System (AMBER/WHITE)		
		2 surface mounted in grille; 2 mounted in tail lights		\$ -
0	1	CGN	\$ 474.00	\$ 474.00
		Spray-in bedliner		
0	1	MATS	\$ 289.00	\$ 289.00
		All weather floor mats		
0	1	SVA	\$ 1,895.00	\$ 1,895.00
		Sourcing Vehicle Adjustment; Moving vehicle from retail to government		
0		Vehicle ID (ZZTX8G) ; unit subject to availability	\$ -	\$ -
	NOTE			
UNIT COST				\$ 30,123.00

TOTAL QUANTITY	1	TOTAL PURCHASE	\$ 30,123.00
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BID AWARD

CONTRACT

FSA20-VEL28.0

Pursuit, Administrative, and Other Vehicles

Contract Term:
October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By
**The
Florida Sheriffs Association
&
Florida Association of Counties**





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 28th cooperative competitive bid for vehicles. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 339 specifications and makes and models. It offers police rated pursuit, special service, administrative, hybrid vehicles, electric vehicles, pick-up trucks, vans, mobility transport, and police motorcycles.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 158 prospective bidders to register for qualification to participate in the bid process. From this ITB, 58 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 48 submitted bids and 37 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles.

1. Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Enterprises of Wauchula, Inc d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula
3. Alan Jay Ford Lincoln Mercury, Inc
4. Alan Jay KIA, Inc.
5. Alan Jay Nissan, Inc.
6. Alan Jay Toyota
- 7 Alligator Alley Harley Davidson
8. Asbury Automotive Group DBA: Courtesy Chrysler, Jeep Dodge
9. Asbury Jax Ford, LLC DBA: Coggin Ford
10. Asbury Automotive Group DBA: Coggin DeLand Honda
11. Asbury Automotive Group DBA: Courtesy KIA of Brandon
12. Auto Nation Chevrolet Pembroke Pines
13. Bartow Ford Company
14. Beck Chevrolet Buick GMC LLC
15. Beck Chrysler Dodge Jeep
16. Beck Ford Lincoln
17. Bozard Ford
18. Coggin Buick GMC
19. Coggin Chevrolet LLC DBA: Coggin Chevrolet
20. Coggin DeLand Hyundai
21. Coggin Cars LLC DBA: Coggin Toyota
22. Duval Chevrolet
23. Duval Ford LLC
24. FR Conversions Inc.
25. Garber Chevrolet Buick GMC Inc.
26. Garber Chrysler Dodge Jeep RAM
27. Garber Ford Inc.
28. Jeffrey-Allen Inc.
29. Palmetto Ford Truck Sales Inc.
30. Rossmeyer Daytona Motorcycles Inc
31. Seminole Toyota
32. Stingray Chevrolet
33. Tampa Truck Center
34. Terry Taylor DeLand Nissan Inc.
35. Tesla Inc
36. Vatland CDJR, LLC
37. Weston Nissan

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Residential Beautification Program: Morelli Landscaping, Inc.

Date: June 14, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: In January 2022, the commission approved in Ordinance 2022-01 \$290,000 for a City residential beautification program for houses where the Right of Way has asphalt with no landscaping. The program would take volunteers and remove the asphalt and plant some shade trees and ground cover or sod, depending on the home. Based on the first phase quotes of the homes that volunteered, we anticipate splitting the budget amount between Morelli Landscaping for landscaping and Gilliam Construction for asphalt removal. City staff plan on phase the program and do 12-15 homes per phase. Encumbering the full amount for the project, allows for continued work for the program.

Morelli Landscaping, Inc is under contract with the City from piggybacking on a bid from the City of St Petersburg that was renewed by resolution in February 2022.

Funding: 301-8000-590-0056

Requested Motion: Move to approve the expenditure to Morelli Landscaping, Inc. in the amount of \$145,000.00 and authorize the City Manager to enter into the service agreement.

Attachments:

1. SPB Piggy-Back Service Agreement - SPB and Morelli

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Landscape Contractor Services – City Facilities and Rights of Way

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

WHEREAS, Contractor is currently under contract with the City of St. Petersburg for Landscape Contractor Services – City Facilities and Rights of Way (the “SP Contract”).

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

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

WHEREAS, the Contractor specifically consents to the City using its “piggy-back” authority and has provided a proposal to the City with the same or similar unit pricing as the SP Contract.

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public

employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

- a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
- b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.
- d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

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

5. Contractor shall deliver the goods, or provide the services, described herein no later than 3/31/2023 ("completion date").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Florida public records law (Exhibit "A")
- b. Contractor's "piggy-back" contract with the City of St. Petersburg (Exhibit "B")

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

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

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

As to Contractor:

Joe Morelli
Morelli Landscaping Inc.
4855 162nd Ave. North
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.

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

[SIGNATURE PAGE TO FOLLOW]

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

Morelli Landscaping, Inc.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Vincent J. Morelli, Jr. |

By: Alex Rey |

Its: President |

Its: City Manager |

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”
(Contractor’s “Piggy-Back” Contract)

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 10, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving the renewal of a three-year blanket purchase agreement with Morelli Landscaping, Inc., for landscape services, at an estimated annual cost of \$1,000,000, for a total contract amount of \$5,285,000.

Explanation: On April 4, 2019 City Council Approved a three-year blanket purchase agreement for landscape projects with Morelli Landscaping, Inc. through March 31, 2022. The agreement has one, two-year renewal option. On October 17, 2019 City Council approved an allocation increase of \$285,000 which was for reimbursement funding for a Florida Department of Transportation (FDOT) Highway Landscape Reimbursement and Maintenance Memorandum of Agreements between the City and the FDOT. This is the first renewal.

The vendor provides landscape contractor services for public facilities and rights-of-way. Projects include streetscape and highway beautification on City, County and FDOT rights-of-ways, traffic calming project landscapes, multi-use trail project landscapes, bridge landscapes, park landscapes, City facility landscaping for public buildings and the Citywide tree planting program.

The Procurement and Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends for renewal:

Morelli Landscaping, Inc. (Clearwater).....\$2,000,000

Original Agreement	\$3,000,000
1 st allocation increase	285,000
1 st renewal	2,000,000
Total agreement amount	<u>\$5,285,000</u>

The vendor has agreed to renew under the same terms and conditions of RFP No. 7164, dated January 10, 2019. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through March 31, 2024.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Capital Improvement Fund (3001), Various Florida Department of Transportation (FDOT) Highway Landscape Reimbursement Projects, Weeki Wachee Capital Improvements Fund (3041), Various Projects, the Water Resources Capital Projects Fund (4003), Various Projects, and in the General Fund (0001), Parks & Recreation Department (190), Various Divisions.

Attachments: Resolution

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENT WITH MORELLI LANDSCAPING, INC., FOR LANDSCAPING SERVICES TO EXTEND THE TERM UNTIL MARCH 31, 2023 AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF \$2,000,000 FOR THE RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$5,285,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 4, 2019, City Council approved a three-year blanket purchase agreement with one two-year renewal option to Morelli Landscaping, Inc. ("Agreement"); and

WHEREAS, on October 17, 2019, City Council approved an allocation increase of \$285,000; and

WHEREAS, Administration desires to exercise the renewal option to extend the term until March 31, 2023, and increase the contract amount in the amount of \$2,000,000 for the renewal term;

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the renewal option to the Agreement with Morelli Landscaping, Inc., to extend the term until March 31, 2023 and increase the contract amount in the amount of \$2,000,000 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$5,285.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved by:

/s/Ben James
City Attorney (Designee)
00605867

 -- City of St. Petersburg Authorization Request -- General Authorization					Request #
					145223
Name:	Pocengal, Nicholas W	Request Date:	21-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Landscape Svcs, City Facilities, Feb. 10 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Landscape Services, City Facilities and Public ROW, scheduled to go before City Council on February 10, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	21-JAN-2022	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	24-JAN-2022	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	24-JAN-2022	User Defined

MORELLI LANDSCAPING, INC.

Project: Neighborhood Beautification Program
Date: May 12, 2022

Quantity	Item	Unit Cost	Total Cost
	Landscape Materials, furnished and installed:		
1	9215 Gulf Boulevard (approx. 50'x9') - install Elm tree (2.5"-3" cal.), jasmine ground cover (1 gal.) at 18" o.c., landscape mix backfill and 1" layer of hardwood mulch (ls)	1,900.00	1,900.00
1	1295 Boca Ciega Isle Drive (existing gravel yard) - install Maple tree (2.5"-3" cal.) (ls)	740.00	740.00
1	8010 Gulf Boulevard (approx. 50' x 9') - install Oak tree (3" cal.), jasmine ground cover (1 gal.) at 18" o.c., landscape mix backfill and 1" layer of hardwood mulch (ls)	1,900.00	1,900.00
1	466 86th Avenue (approx. 45' x 13') - install Oak tree (3" cal.), jasmine ground cover (1 gal.) at 18" o.c., landscape mix backfill and 1" layer of hardwood mulch (ls)	2,200.00	2,200.00
1	601 77th Avenue (existing grass area) - install Oak tree and mulch	740.00	740.00
1	485 85th Avenue North (44' x 15') - install Maple tree (2.5"-3" cal.), jasmine ground cover (1 gal.) at 18" o.c., landscape mix backfill and 1" layer of hardwood mulch (ls)	2,520.00	2,520.00
1	603 79th Avenue (approx. 68' x 10') - install Maple tree (2.5"-3" cal.), jasmine ground cover (1 gal.) at 18" o.c., landscape mix backfill and 1" layer of hardwood mulch (ls)	2,520.00	2,520.00
1	8040 Coquina Way * (approx. 45' x 10') - install 2 Elm trees (2.5"-3" cal.), jasmine ground cover (1 gal.) at 18" o.c., landscape mix backfill and 1" layer of hardwood mulch (ls)	2,570.00	2,570.00
1	3912 Poinsettia Drive (approx. 60' x 16') - install 2 Elm trees (2.5"-3" cal.), jasmine ground cover (1 gal.) at 18" o.c., landscape mix backfill and 1" layer of hardwood mulch (ls)	3,720.00	3,720.00
TOTAL			\$ 18,810.00

* Overhead power lines directly over right-of-way.

Concrete and/or asphalt to be removed by others; cost available upon request.

Locations with Issues (Photos Attached)

550 78th Avenue: Sidewalk system is located within the right-of-way; remaining concrete area to be removed is not sufficient enough for tree installation.

310 N Tessier Drive: Overhead power lines are present directly over right-of-way

7309 Sunset Way: Major conflict with overhead power lines, utility pole and existing trees.

5301 Gulf Boulevard: This is not a residential address and it appears that a hardscape area has already been partially removed and a tabebuia tree installed; not clear on the City's intent at this location

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Residential Beautification Program: Gilliam Construction

Date: June 14, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: In January 2022, the commission approved in Ordinance 2022-01 \$290,000 for a City residential beautification program for houses where the Right of Way has asphalt was present with no landscaping. The program would take volunteers and remove the asphalt and plant some shade trees and ground cover or sod, depending on the home. Based on the first phase quotes of the homes that volunteered, we anticipate splitting the budget amount between Morelli Landscaping for landscaping and Gilliam Construction for asphalt removal. City staff plan on phase the program and do 12-15 homes per phase. Encumbering the full amount for the project, allows for continued work for the program.

Gilliam Construction was selected in a City of St Pete Beach bid process and subsequently entered into a purchase agreement with the City in 2020 for concrete, brick and mortar services.

Funding: 301-8000-590-0056

Requested Motion: I move to authorize the expenditure of \$145,000 to Gilliam Construction for the City's residential beautification program.

Attachments: 1. Gilliam purchase agreement and quote

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

Gilliam Construction LLC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

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

As to City:

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

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

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

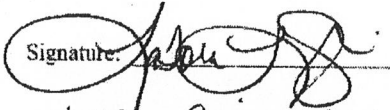
25. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[SIGNATURE PAGE TO FOLLOW]

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

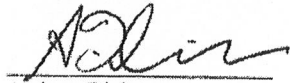
Gilliam Construction LLC

City of St. Pete Beach:

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

Signature: 
By: Alex Reg
Its: City manager
Date: 12/1/2020

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Andrew Dickman
City Attorney

ATTEST:

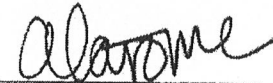

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT "B"

(Place Vendor's Proposal behind this page)

II. CONTRACTOR'S BID SUBMITTAL

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

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

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

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

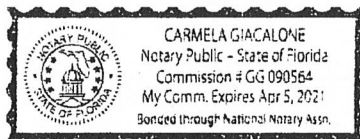
The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

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

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

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

(SEAL)



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

SUBMIT BID TO:

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

Alex Rey

From: Jennifer McMahon
Sent: Friday, May 13, 2022 2:35 PM
To: Alex Rey
Subject: FW: Property Beautification - Asphalt removal

From: Brett Warner <bwarner@stpetebeach.org>
Sent: Friday, May 13, 2022 2:19 PM
To: Jennifer McMahon <rddirector@stpetebeach.org>; Mandy Edmunds <aedmunds@stpetebeach.org>; Mike Clarke <mclarke@stpetebeach.org>
Subject: FW: Property Beautification - Asphalt removal

Gilliam's cost for the removal and backfill is below. This is not a service included in our contract with them, so I'm not sure how we want to approach this contractually. For the properties that I have rough measurements for, the costs would be:

Address	Surface material	Area (sqft)	Cost
9215 Gulf Blvd	Asphalt	430	\$ 967.50
8040 Coquina Way	Asphalt	530	\$ 1,192.50
1295 Boca Ciega Isle Dr	Pea gravel	485	\$ 1,091.25
8010 Gulf Blvd	Shell/Asphalt	380	\$ 855.00
310 N Tessier Dr	Pea gravel	710	\$ 1,597.50
485 85th Ave	Asphalt	620	\$ 1,395.00
603 79th Avenue	Asphalt	1300	\$ 2,925.00
3912 Poinsettia Dr	Asphalt	800	\$ 1,800.00
466 86th Ave	Asphalt	420	\$ 945.00
560 80th Ave	Pea gravel	440	\$ 990.00
		6115	\$ 13,758.75



Brett E. Warner, PE

City Engineer

Public Works Department | City of St. Pete Beach