



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, July 26, 2022
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations -

a. Recognition: Firefighter Bobby Barber
Fire Chief Jim Kilpatrick will recognize Firefighter Bobby Barber for recent lifesaving actions.

b. Proclamation: Employee Recognition
Recognition of the accomplishments of Chad Adkins, Andria Nicholson, Victor Perkins, Ayako Ruckdeschel and Jay Witte.

2. Changes to the Agenda -

3. Audience Comments -

Public participation is encouraged. If you wish to address the City Commission, please fill out a speaker's card and provide it to the City Clerk. Once you are called, please come to the podium and state your name and address for the record. Comments shall be limited to 3 minutes and shall be limited to non-public hearing items on the agenda. Public comment on agenda items will be allowed when that item is called. If you plan to make a presentation as part of your public comment, the presentation must be provided to the City Clerk 24-hours in advance of the meeting.

4. Consent -

a. July 12, 2022 City Commission Workshop and 6:00 p.m. Meeting Minutes

5. Action Items

a. Grow Care Outdoor Solutions Tree Trimming Proposal

Bid proposal from Grow Care Outdoor Solutions for tree trimming services.

Action Request: Motion to award to Grow Care Outdoor Solutions for tree trimming services not to exceed budgeted fund.

b. 2797 Pass-A-Grille Way, LLC vs. City of St. Pete Beach Case No. 21-000823-CI

The City Commission will review the proposed settlement agreement to resolve the litigation.

Action Request: Motion to approve the settlement agreement.

6. Resolutions -

a. Resolution 2022-15: Proposed Millage Rate

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE FISCAL YEAR 2023 PROPOSED MILLAGE RATE; SCHEDULING PUBLIC HEARING DATES FOR BUDGET ADOPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2022-15.

7. Items for Discussion -

a. Review of Draft Resolution 2022-13: Public Meeting Rules and Procedures

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS AND BOARD AND COMMITTEE MEETINGS, AND PROVIDING FOR AN EFFECTIVE DATE.

No action - review only.

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.



PROCLAMATION

WHEREAS, the City of St. Pete Beach wishes to recognize staff accomplishments; and,

WHEREAS, the following staff members have recently pursued and received professional designations and certifications; and,

WHEREAS, the knowledge and skills developed through these programs will directly contribute to the proficiency with which staff performs their day-to-day functions.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the St. Pete Beach City Commission do hereby recognize the accomplishments and certifications of Chad Adkins.

- Occupational Safety and Health Administration (OSHA) Front End Loader Operator Safety certificate

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, Pinellas County, Florida to be affixed this 26th day of July, 2022.

Alan Johnson, Mayor



PROCLAMATION

WHEREAS, the City of St. Pete Beach wishes to recognize staff accomplishments; and,

WHEREAS, the following staff members have recently pursued and received professional designations and certifications; and,

WHEREAS, the knowledge and skills developed through these programs will directly contribute to the proficiency with which staff performs their day-to-day functions.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the St. Pete Beach City Commission do hereby recognize the accomplishments and certifications of Victor Perkins.

- Green Industries Best Management Practices certificate

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, Pinellas County, Florida to be affixed this 26th day of July, 2022.

Alan Johnson, Mayor



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WHEREAS, the following staff members have recently pursued and received professional designations and certifications; and,

WHEREAS, the knowledge and skills developed through these programs will directly contribute to the proficiency with which staff performs their day-to-day functions.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the St. Pete Beach City Commission do hereby recognize the accomplishments and certifications of Ayako Ruckdeschel.

- First Aid/CPR/AED Instructor Certification
- Instructor Inclusion Training
- Inclusive and Ethical Leadership Certificate

Seal:

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Alan Johnson, Mayor



PROCLAMATION

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WHEREAS, the following staff members have recently pursued and received professional designations and certifications; and,

WHEREAS, the knowledge and skills developed through these programs will directly contribute to the proficiency with which staff performs their day-to-day functions.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the St. Pete Beach City Commission do hereby recognize the accomplishments and certifications of Jay Witte.

- Certified Pool and Spa Operator Certification

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, Pinellas County, Florida to be affixed this 26th day of July, 2022.

Alan Johnson, Mayor



PROCLAMATION

WHEREAS, the City of St. Pete Beach wishes to recognize staff accomplishments; and,

WHEREAS, the following staff members have recently pursued and received professional designations and certifications; and,

WHEREAS, the knowledge and skills developed through these programs will directly contribute to the proficiency with which staff performs their day-to-day functions.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the St. Pete Beach City Commission do hereby recognize the accomplishments and certifications of Andria Nicholson.

- Child Development Accreditation (CDA)
- School Age Child Care 40 Clock Hour Training
- Commercial Driver License (CDL)
- Notary Public

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, Pinellas County, Florida to be affixed this 26th day of July, 2022.

Alan Johnson, Mayor

DRAFT
City Commission Workshop
July 12, 2022
4:30 p.m.

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer

Mayor Johnson called the workshop to order at 4:40 p.m. followed by the Pledge of Allegiance.

1. DISCUSSION AND PRESENTATION

a. Beach Ordinance

Alex Rey, City Manager, introduced the topic by stating the reasoning behind the development of this ordinance is due to several areas in the City Code that regulate what can and cannot happen on beaches. The Code would be better enforced and understood by the public and staff alike if any regulations that pertain to the beaches would be identified in one section of the Code. He stated that there has been one meeting with the City hotelier group and one meeting with the City's Beach Stewardship Committee (BSC). Today's workshop is for the Commission to discuss policies and concepts with staff and Attorney gathering that information to develop into an ordinance. He looks forward to having a meeting with the community as well to gather their desires.

Andrew Dickman, City Attorney, explained the legal considerations for local beach regulations as well as the dynamics of that. A copy of his presentation is made a part of the record.

Jennifer McMahon, Chief Operating Officer, made a presentation to the Commission to include:

- Current beach prohibitions and the section of the Code that speaks to that
 - Fireworks are currently prohibited unless a person is issued a City permit; the Commission requested staff investigate how to prohibit fireworks on the beach regardless of private or public.
- Proposed new regulations:
 - No fishing except done between the hours of 6:00 a.m. and 9:00 a.m. as recommended by the BSC; the Commission agreed with the BSC recommendation
 - No smoking – Commission agreed and requested follow-up by legal on where the prohibition would be (public vs. private)
 - No bicycles
 - This prohibition was discussed with the direction made by the Commission for staff to bring back peak hours versus nonpeak hours. Commissioner Friszolowski suggested bicycles on beach between the hours of 6:00 a.m. and 9:00 a.m.
 - No Styrofoam - discussion was had about the banning of Styrofoam and how that will possibly affect business. Commissioner Grill expressed concern and requested that staff talk to the Tampa Bay Beaches Chamber of Commerce as well as businesses

Mrs. McMahon displayed two pictures of how Walton Beach identifies various sections of the beach by name,

location, and property specifics. Commission seemed interested in doing something similar for St. Pete Beaches. A copy of the two maps is made a part of the record.

Mrs. McMahon discussed cabana rentals and services that use the public beach for personal profit. She opined that a way to regulate this could be effective to include the possible permitting and reserving an area of the beach much like small weddings are currently done. A business tax receipt process was also mentioned requiring private hotels to ask their vendors to register with the City. This topic was heavily discussed with the Commission stating that this area needs more thought.

With the time being almost 6:00 p.m., the Commission requested to table the discussion and continue at another workshop.

The meeting was adjourned at 5:55 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
City Commission Meeting
July 12, 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
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk

Mayor Johnson called the meeting to order at 6:04 p.m. followed by the Pledge of Allegiance.

1. PRESENTATIONS

- a. Dawn Wright, Central West District Director for the Florida Association of City Clerks, and the City Clerk for the City of Eagle Lake presented Deputy City Clerk Ginny Keeter-Bodkin with her Certified Municipal Clerk Certification.
- b. Mayor Johnson presented a proclamation recognizing Sean Dunham, Kelly Intzes, Chris Tarkenton, and Vince Tenaglia for recent career accomplishments.

2. CHANGES TO THE AGENDA

No changes.

3. AUDIENCE COMMENTS

Deborah Edny, resident, gave comments on truth telling and her nephews death 18 years ago.

Deb Schechner, resident, commented on a parking lot development next to Lido Park and opined the Commission is not looking out for the residents' best interest.

Adrian Petrila, resident, spoke regarding his opposition of the Tradewinds expansion.

Attorney Dickman reminded the Commission that the comments made tonight were on quasi-judicial matters that may or may not come before the Commission for approval. If the developers proceed, there are other meetings and boards they must go through before they come to the City Commission.

4. CONSENT

- a. **Commission Minutes: June 14, 2022 City Commission Executive Session and 6:00 PM meeting and June 28, 2022 City Commission meeting**
- b. **Duke Utility Reimbursement Agreement**

Commissioner Grill commented on the Duke Utility Reimbursement Agreement and his conversation with the City Manager regarding the last two addresses mentioned in Exhibit A. Mr. Rey stated that Mr. Grill was correct and the clause in the Exhibit stating "the above list is derived from initial design configuration and is subject to

change due to as-found field conditions and final design. This will be amended accordingly” covers the change that needs to be made to the last two addresses; the City can sign the Agreement and the change will be made.

Motion: Commissioner Pletcher moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the July 12, 2022 Consent Agenda as presented by the City Manager.

5. ACTION ITEMS

a. City Clerk Contract and Annual Performance Review

The Commission provided individual comments on Mrs. LaRowe’s performance over the last year and all that has been accomplished by her and her staff. The Commission were especially grateful for Mrs. LaRowe’s initiative and the Clerk’s Office overall morale and team player attitude.

Motion: Mayor Johnson moved, Commissioner Friszolowski seconded, and the motion carried 5-0 to approve the City Clerk’s annual salary be adjusted from \$80,000.00 to \$90,000.00, [effective on her anniversary date of August 17, 2022, and a contract extension until August 16, 2024.]

6. ITEMS FOR DISCUSSION

No items for discussion.

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

Amber LaRowe, City Clerk—reminded the public and the Commission of the time capsule viewing event on Thursday July 14th at 11:00 a.m. at the Gulf Beaches Historical Museum in Pass-A-Grille; some of the original time capsule contributors (from 1997) were invited.

Attorney Dickman, City Attorney—informed the Commission that the settlement terms that were discussed at the June 14th Executive Session have been drafted into an agreement for Commission discussion and approval at the July 26th meeting.

Commissioner Pletcher—mentioned her concerns with the speeding of boats in the no to low wake zones; these violators are putting wildlife in significant danger. Discussion ensued regarding this topic with the Commission requesting further information on what can and cannot be done. Commissioner Pletcher would like all Pass-A-Grille channels to be low to no wake zones.

Commissioner Friszolowski—announced his absence for the July 26th City Commission meeting.

Commissioner Grill—discussed the repaving going on in District 2.

He mentioned last week’s well attended Gulf Winds Drive Community meeting; there were a lot of comments made by the residents.

Mr. Grill was recently interviewed by ABC Action News on the City’s implementation of the adopt-a-drain program.

Vice Mayor Graus—announced he will be absent for the July 26th City Commission meeting.

Mayor Johnson—gave compliments to Ariana Wilson, Clerk’s Office Administrative Assistant, for her continued assistance with his presidency with the BIG-C. His tenure as president will end next March and he would like to be the BIG-C representative on the Forward Pinellas Board of Director’s. This discussion will go to the BIG-C at their July 27th meeting and then come before the City Commission for acceptance or denial of such request.

Mayor Johnson adjourned the meeting at 7:02 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorization to award the bid proposal from Grow Care Outdoor Solutions for tree trimming services.

Date: July 26, 2022

Prepared By: Jennifer McMahon, Chief Operations Officer

Summary of Issue: An RFB with a due date of June 9, 2022, was issued by the City for tree trimming services. Two bids were received from Evergreen Tree Service and Grow Care Outdoor Solutions.

Based on pricing (see chart below), staff is recommending approval to accept the bid proposal from Grow Care Outdoor Solutions for tree trimming services. The per tree rates on the recommended bid are significantly lower than the current provider.

We currently have no routine tree trimming program but only respond to complaints. We would like to move to a program in which we trimmed all palms in the City on an annual basis. To do that, we expect to spend approximately \$40,000 this current fiscal year, which is within the budget. Staff will budget \$122,261 in FY23 and \$131,791 in FY24 to maintain that level.

The contract agreement is on a per tree basis, so we can accommodate various service levels.

Tree	Current Fees	Evergreen Tree Service	Grow Care
Sabal	\$150	\$150	\$40
Washingtonian	\$65	\$180	\$65
Royal Palms	\$150	\$180	\$35
Medjools	\$155	\$375	\$85
Bismarck	-	\$160	\$55
Coconut	-	\$170	\$75
Removing Loose boots	-	\$80	\$30

Funding: This item is budgeted in account #001-6104-572-5310

Requested Motion: "I move to award to Grow Care Outdoor Solutions for tree trimming services not to exceed budgeted fund."

Attachments: Bid Documents, Proposal and Agreement

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

Tree Trimming

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Grow Care Outdoor Solutions, 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. This is a three (3) year maintenance agreement beginning on the Effective Date with the option to renew for two (2) additional one (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.

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:

Grow Care Outdoor Solutions, LLC
17940 N. Tamiami Trail, Suite 110 PMB 218
North Fort Myers, FL 33903

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.

Grow Care Outdoor Solutions, 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)

EXHIBIT "C"

(Place RFB behind this page)



City of St Pete Beach
Request for Bid

TREE TRIMMING

Bids are to be received for
6/9/2022 at 10:00 AM EST(Deadline) City
Hall, St Pete Beach, FL

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II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in tree trimming of palm species.

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 person other 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 "TREE TRIMMING" 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 "TREE TRIMMING".

COMPANY: DATE: May 24 2022

ADDRESS:

11940 N. Tamiami Trail, Suite 110 PMB 218
North Loxley, FL 33703

PHONE:

239-677-9100

BIDDER:

(Signature)

NAME:

Jose Granados

(PRINT NAME & TITLE)

STATE OF FLORIDA

COUNTY OF Lee

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 May, 2022, by Jose Granados, who is personally known to me or has produced Florida ID as identification.

(SEAL)



JEREMY V. PRIMUS
Commission # GG 952803
Expires January 29, 2024
Bonded This Notary Public Service

(Signature)
Notary Public - State of Florida
Jeremy V. Primus

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

SUBMIT BID TO: OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH 155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. BID SCHEDULE

TASK - WITHOUT MOT	Price Per Tree	Quantity	Total Cost
Trim Sabal Palms 25' - 50' included in inventory	\$ 40.00	368	\$ 14,720.00
Trim Washingtonia 35'-100' included in inventory	\$ 65.00	693	\$ 45,045.00
Trim Royal Palms 25' - 75' included in the inventory	\$ 35.00	20	\$ 700.00
Trim Medjools /Date Palms 30'-75' included in the inventory	\$ 85.00	8	\$ 765.00
Trim Bismarck Palms over 35' included in the inventory	\$ 55.00	2	\$ 110.00
Trim Coconut Palms over 35' included in inventory	\$ 75.00	3	\$ 225.00
Remove loose bolls off Sabal Palms included in inventory	\$ 30.00	368	\$ 11,040.00
Total without MOT	1		\$ 72,005.00
TASK - WITH MOT	Price Per Tree	Quantity	Total Cost
Trim Sabal Palms 25' - 50' included in inventory	\$ 40.00	292	\$ 11,800.00
Trim Washingtonia 35'-100' included in inventory	\$ 75.00	312	\$ 23,400.00
Trim Medjools /Date Palms 30'-75' included in the inventory	\$ 85.00	51	\$ 4,131.00
Remove loose bolls off Sabal Palms included in inventory	\$ 35.00	295	\$ 10,325.00
Total with MOT	2		\$ 49,656.00
BID TOTAL WITH AND WITHOUT MOT	1 + 2		\$ 122,261.00

Additional Services (performed as needed) not part of bid calculation

Trim Ficus	\$ 175.00
Hourly rate for emergency service	\$ 125.00
Hourly rate for dead tree/stump removal	\$ 100.00
Stump Grinding	\$ 75.00

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified contractor to perform tree trimming services. The City will issue the selected contractor work orders on an as needed basis.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for an yearly tree trimming on city properties and in city rights-of-way.

BID SUBMITTALS

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

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager in writing via e-mail (khapusta@stpete-beach.org) with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-andlinks/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this RFB. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (RFB) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than 3:00 PM EST on 5/26/2022. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the RFB. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFB made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until 6/09/2022 at 10:00 AM EST (Deadline). No bids shall be accepted by the City after this deadline. NO EXCEPTIONS. Bid Packages must be delivered to the Office of the City Clerk, 135 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

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

Clearly marked as: "TREE TRIMMING"

CONTACT INFORMATION

Kathy Kapusta – Procurement Manager

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

Office Phone - (727) 393-9251

E-mail - kkapusta@stpetebeach.org

SCOPE OF WORK

The contract is a three (3) year maintenance contract (with option for two additional renewals of one year each) consisting of the trimming of the trees as listed in the inventory. The general scope is the yearly trimming of palm species on city properties and in city right-of-ways. All trees shall be priced per species as listed on the bid schedule including all labor, equipment, clean up and disposal of all debris in accordance with State, County and Local laws. The Contractor shall be responsible for the removal of all cut limbs and other debris from the work site on a daily basis, leaving the general area in clean condition. All debris shall be removed entirely from the City. There will be no temporary disposal sites available for contractor use.

- Palm tree trimming shall begin when a written notice to proceed is issued by the Parks Division and shall finish no later than six weeks after the notice to proceed is issued.
- Trimming is to be scheduled after bloom period, but before formation of fruit. Remove dead palm fronds and palm fronds showing 60% necrosis or greater. All flower stalks are to be removed. Live, healthy fronds shall be removed only when necessary for safety or if directed by City of St. Pete Beach. All palms located in FDOT roadway and/or right-of-ways shall be trimmed to comply with FDOT requirements.
- The Contractor shall include a minimum of six (6) tree removals on each task order. This pertains to exotic, invasive trees as listed on the EPPC list, only on publicly owned properties. The tree shall measure no less than 12" in diameter (12" from soil surface) and shall be no more than 30" in diameter. The tree shall be marked by City staff. No removals shall be scheduled until work is coordinated with City staff. Remove all debris and include stump grinding.
- The contractor shall furnish all supervision, labor, tools, equipment, materials, etc., necessary to remove trees designated for removal by the City and grind the stump down 16 inches below grade. The hole will be back-filled to existing grade. All excess material that is a result of stump grinding shall be hauled away and the site shall be raked. This will also include any and all above ground and below ground roots associated with the stump.
- The contractor shall include the cost for additional removal of dead trees/shrubs or other trees and large shrubs as specified, stump grinding, and chipping brush generated by staff and other work related to tree maintenance tasks. This shall be priced at an hourly rate. The rate should be based on cost of manpower and all equipment necessary to perform the tree removals and disposal.

- All tree work shall be done in accordance with the ANSI Z133.1-2000, safety requirements and shall comply with ANSI 300 Standards for Tree Care Operators. The contractor must be a certified arborist.
- All debris generated by the contractor shall be removed before leaving the area. All areas shall be raked to remove smaller debris. All surrounding sidewalks, parking lots, and roadways will be clean of any dust or debris generated by the contractor.
- All work that requires the use of public streets shall be done in accordance with all State, County and Local laws. Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not an acceptable work practice for pruning operations on live trees. A bucket truck shall be used whenever possible, if a bucket truck cannot be utilized then the tree shall be trimmed using ladders. The use of spikes shall not be used unless prior written approval is obtained by the Parks Division. Sharp tools shall be used so that clean cuts are made at all times.
- The removal operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims for damage due to his operations. The contractor shall coordinate with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the coordination with the utility shall not be the responsibility of the contractor as long as documentation of communication can be provided.
- The contractor shall have a crew member on-site that has the appropriate MOT certifications (Intermediate Workzone) when setting up MOT in the roadway. MOT shall meet FDOT standard specifications.
- A list of the equipment and personnel to accomplish the work outlined within this proposal shall be included with the proposal response. The vendor shall have the minimum of the following equipment and personnel:
 - One (1) each of the following category of equipment – The quantity available shall be submitted with the RFB:
 - ✦ Bucket truck and/or man lift capable of reaching the specific heights of the tallest trees
 - ✦ Chipper
 - Standard pickup truck ○ One (1) each of the following categories of crew members – The quantity available shall be submitted with the RFB:
 - ✦ One foreman
 - ✦ One bucket person
 - ✦ One ground person
 - ✦ Two flagman
 - Contractor must own, rent, operate and have available for use the items below for performing the required work including disposal of chips and logs up to 24" in girth (All chips and tree remains must be removed from City property and disposed of at a licensed disposal facility.)
 - ✦ 42-62 foot Bucket Truck with Operator
 - ✦ Dump Truck and Brush Chipper with Operator

- ✦ Ground general laborer and climber laborer with gear
- ✦ Hydraulic powered tree saws, gas powered chain saws, and miscellaneous tools
- ✦ Stump Grinder of sufficient size to perform required tasks with operator
- ✦ Dump Truck, Self-loader Truck, Flatbed and Lowboy Tractor Trailer to haul large tree remains
- ✦ Bob Cat, Front End Loader, Boom Truck 10 Ton for large item extraction
- ✦ Backhoe with Operator
- ✦ Access to a licensed disposal facility

DETAILED SPECIFICATIONS

- The contractor shall carefully examine the City ROW and be familiar with the work required for the project. Investigate all site conditions that may affect execution of the work as detailed in the bid documents. Contact the City's Parks Division or their designee for changes or alterations before proceeding. Contractor is responsible for field measurement and review of existing conditions.
- Work Hours shall be from 7:00am until 5:00pm, Monday through Friday. No work shall take place during the weekends or on City Holidays (Memorial Day, Independence Day, Labor Day, etc.) If weekend or holiday work is required, this must be approved by the Parks Division at least 1 week prior to the scheduled work. Contractor will coordinate scheduling of work with the Parks Division.
- Site and surrounding properties must be kept free of debris and thoroughly cleaned upon completion.
- All work to be completed within City Property or City Right-Of-Way.
- Equipment left on site must be approved by the Parks Division.
- Barricades, cones, and/or traffic control activities. ALL MOT requirements are the responsibility of the Contractor, when applicable.
- Contractor is responsible for all cut and patch within the project limits as a direct result of work performed under this contract. All disturbed areas are to be patched back to equal to or better than existing.
- All tree work shall be done in accordance with the most recent ANSI safety requirements. While working in FDOT right-of-way, the contractor shall adhere to the most recent FDOT rules, regulations, and specifications.
- At least one member of the crew assigned to the City of St Pete Beach shall be a certified arborist; the other crew members shall maintain Pinellas County BMP certifications. One member of the crew shall also maintain proper MOT certifications, as per the RFB.
- References and Qualifications. provide crew certifications and equipment lists as a part of the description of the firm's capabilities and personnel experience.
- Contractor is responsible for all Stormwater BMPs as necessary during the course of this contract. As per DEPs requirements for MS4's, please provide proof of Site Operator Training based on the DEPs Stormwater, Erosion, and Sediment Inspector Training Class.
- Must have an assigned Safety Officer that holds monthly safety meetings.

- Must currently hold all required licenses/certifications

ADDITIONAL WORK DETAILS

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

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

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

STATEMENT OF WORK

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

BEGINNING DATE

The Contractor is expected to be available to start immediately following contract execution.

COMPLETION OF WORK

This is a (3) year maintenance agreement with the option to renew for two (2) additional renewals of one (1) year periods.

EXAMINATION OF SITE

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

ASSURANCES

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

ASSIGNMENT AND TRANSFER OF CONTRACT

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

SUBCONTRACTS

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

PERFORMANCE PAYMENT BOND

Not required for this contract.

PAYMENT

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

CHANGES IN THE WORK

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

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

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the

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

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

an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

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

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

CHANGE OF CONTRACT AMOUNT

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

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

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

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

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

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

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

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

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

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

CHANGE OF CONTRACT TIME

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

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and

equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

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

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

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

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

FINAL PAYMENTS

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

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

LIENS

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

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

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

LICENSES AND PERMITS

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

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

SUPERINTENDENCE

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

LABOR PROVISIONS

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

INSURANCE

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

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

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

PROTECTION OF WORK AND PROPERTY

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

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

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

PARKING

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

TRANSPORTATION, HANDLING AND STORAGE

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

VEHICLES

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

ENVIRONMENTAL PROTECTION

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

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities, and assistance for setting stakes and making measurements, including the furnishing of a rodman, or chainman at intermittent times during the

construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or care-less destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work, the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

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

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

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

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

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

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting

from his operation, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

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

DISPUTE RESOLUTION

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

INDEMNIFICATION

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

GENERAL WARRANTY

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

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary

construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

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

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City 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.

DELAYS AND EXTENSION OF TIME

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

CITY'S RIGHT TO TAKE OVER THE WORK

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

to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

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

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

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

RIGHT OF OCCUPANCY

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

ACCEPTANCE

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

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms,

provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

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

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

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

BID REVIEW AND CONTRACT AWARD

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

LOCAL, STATE AND FEDERAL COMPLAINT REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract. Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095 (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

- Contractor must provide evidence of compliance with Ma. Stat. 148J.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

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

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

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

SUBMITTAL WITHDRAWAL

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

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

CONE OF SILENCE

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

TERMINATION

The resulting contract may be canceled by the City when:

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

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

FISCAL NON-FUNDING

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

PROJECT RECORDS

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

Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

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

V. REFERENCES & MINIMUM QUALIFICATIONS

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

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

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

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

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

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT - PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to: City of St. Pete Beach
by: Jose Granados President
(Print individual's name and title)
for: Grow Care Outdoor Solutions, LLC
(Print name of entity submitting sworn statement)
at: 17940 N Tamiami Trl Suite 110 PMB 218, N Fort Myers FL 33903
(Business address)
and (if applicable), its Federal Employer Identification Number (FEIN):
83-4044083
(FEIN)

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

(SSN)

by the individual signing this sworn statement:

(Signature)

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

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.033 (1)(c), 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 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 Officer 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 Polk

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 May, 2022, by Jose G. Guevara, who is personally known to me or has produced Florida ID as identification.

(SEAL)



JEREMY V. PRIMUS
Commission # GG 952803
Expires January 29, 2024
Bonded thru Budget Notary Services

Jeremy V. Primus
Notary Public - State of Florida

VII. NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Lee

I state that I Jose Granados of Grow Care Outdoor Solutions, LLC
(Name and Title) (Name of Firm)

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

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

Grow Care Outdoor Solutions, LLC
its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

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

Name of Organization: Grow Care Outdoor Solutions, LLC

Signed By: [Signature]

Print Name: Jose Granados

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 May 2022, by José C. Canales who is personally known to me or has produced Florida ID as identification.

(SEAL)

Jeremy V. Primus
Notary Public - State of Florida
Jeremy V. Primus

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



JEREMY V. PRIMUS
Commission # GG 952803
Expires January 29, 2024
Bonded thru Budget Notary Services

Subscribed and sworn before me this 24 day of May, 2023, at Notary Public
In and for Lee County,
State of Florida

Jeremy V. Primus
(Signature)
NOTARY PUBLIC
My Commission expires 1/29/24

St. Pete Beach City Commission
Agenda Report

Issue Considered: *2707 Pass A Grille Way, LLC v. City of St. Pete Beach*; Case No. 21-000823-CI; Sixth Judicial Circuit in and for Pinellas County Florida

Date: July 26, 2022

Prepared By: Andrew Dickman, City Attorney

Through: Alex Rey, City Manager

Summary of Issue: Pursuant to the City Commission's direction on June 14, 2022, the attached proposed settlement will resolve the issues between the Parties to the above styled lawsuit.

Requested Motion: I move to approve the Settlement Agreement.

Attachments: Settlement Agreement and Exhibits

Reviewed by the
City Manager _____

THE PROPOSED SETTLEMENT

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into on the Effective Date, as defined below, by and between 2707 Pass A Grille Way, LLC, successor to 2707 Pass A Grille Way Land Trust U/A/D June 12, 2017 ("2707 PAG") and City of St. Pete Beach, Florida (the "City"). All of the foregoing parties will be collectively referred to herein as the "Parties," and individually may be referred to as a "Party."

RECITALS:

WHEREAS, 2707 PAG, as plaintiff, and the City, as defendant, are presently involved in litigation in the Sixth Judicial Circuit in and for Pinellas County, Florida, Case No. 21-000823-CI (the "Lawsuit"), as well as a City of St. Pete Beach Code Enforcement Proceeding, Case No. 20210018 (the "Code Enforcement Proceeding") (collectively, the Lawsuit and the Code Enforcement Proceeding shall be referred to as the "Dispute");

WHEREAS, the Dispute pertains to a permit issued by the City to 2707 PAG for repair of the dock that is accessory to real property owned by 2707 PAG comprised of four separate contiguous lots with three addresses in the Pass-A-Grille area of St. Pete Beach, Florida known as the "Busch Estate," including (i) 2701 Pass A Grille Way, St. Pete Beach, Florida 33706; (ii) 2703 Pass A Grille Way, St. Pete Beach, Florida 33706; and (iii) 2707 Pass A Grille Way, St. Pete Beach, Florida 33706, more particularly described as follows:

Lots 13, 14, 15 and 16, Block D, Section A, North Pass-A-Grille, as recorded in Platt Book 5, Page 18, of the Public Records of Pinellas County, Florida.

(collectively, the "Property")(Exhibit "A");

WHEREAS, the Dispute involves a settlement of prior litigation between John R. Dasilva, predecessor-in-interest to 2707 PAG, and Sean Manning, LLC, as plaintiffs, and the City, as defendant, in the Sixth Judicial Circuit in and for Pinellas County, Florida, Case No. 02-1481-CI-11;

WHEREAS, the settlement among Mr. Dasilva, Sean Manning, LLC, and the City involved the execution of a Settlement Agreement dated October 22, 2004, a Release dated October 22, 2004, and a Recorded Covenant Running with the Land dated October 22, 2004 (the "Recorded Covenant") recorded at Book 13902, Page 2483 of the Official Records of Pinellas County, Florida (collectively, the "2004 Settlement Documents"). True and correct copies of the 2004 Settlement Documents are attached hereto as **Composite Exhibit "B"**;

WHEREAS, although the Property is zoned RU-2 and within the Pass-a-Grille Overlay District, the terms of the 2004 Settlement Documents authorized a grandfathered use for the entire Property as a corporate retreat and meeting center for short-term occupancy rentals, subject to the 2004 Settlement Documents and the Recorded Covenant, including the nine (9) enumerated restrictions outlined in the Recorded Covenant (the "Grandfathered Use");

WHEREAS, the Parties to this Agreement desire to settle amicably, according to the following terms and conditions, all claims, defenses, affirmative defenses, counterclaims, cross claims, third-party claims, demands, and claims and demands of any other type, by and between the Parties which were or could have been asserted in the Dispute as of the Effective Date of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all Parties hereto, the Parties agree as follows:

1. **Recitals.** The Parties agree the recitals above are true and correct, and are incorporated fully herein.

2. **The Property.** The Parties stipulate and agree as to the following terms and conditions concerning the use of the Property:

- a. Within six (6) months of the Effective Date, 2707 PAG or its appropriate designee(s) shall apply for all necessary permits to demolish the existing structures on the Property. The City shall promptly process 2707 PAG's applications and approve such permits consistent with applicable City Codes. 2707 PAG or its appropriate designee(s) shall then demolish the existing structures on the Property within twelve (12) months of the City's issuance of all necessary permits authorizing the demolition.
- b. Upon completion of the demolition of the existing structures on the Property, the currently authorized Grandfathered Use of the Property shall cease and no longer constitute an authorized use. 2707 PAG shall then record in the public records a document acknowledging its completion of Paragraph 2(a) of this Agreement for purposes of signifying the end of the authorized Grandfathered Use under the 2004 Settlement Documents.
- c. Instead of the Grandfathered Use, 2707 PAG or its appropriate designee(s) shall be entitled to construct one single-family home on the Property, together with accessory structure(s) as allowed under the applicable City Codes (collectively, the "Home"). The Parties agree that the Property shall collectively be considered one single-family, residential lot for purposes of the development of the Home. The City agrees to promptly process and consider all applications for development and building permits pursuant to City Codes, Land Development Codes, Florida Building Codes, and any other applicable laws, codes, and existing regulations at the time of the building permit application for the Home, and shall not delay consideration or issuance or such permits and approvals. This Agreement does not constitute an approval of specific or general plans for the Home. 2707 PAG or its appropriate designee(s) shall apply for all necessary permits to construct the Home.
- d. The Parties stipulate and agree that there currently exists a dock for noncommercial use with mooring slips and boat lifts that were repaired under the subject repair permit at issue in the Dispute (the "Dock") serving the Property.

The Dock is appurtenant to the Property and is depicted on the document attached hereto as **Composite Exhibit "C"** as the "Permit/Aerial diagram." The City stipulates and agrees that the Dock, as depicted on **Composite Exhibit "C", the Permit/Aerial diagram**, are accessory structures to the Property and are allowed under applicable City Codes exclusively for noncommercial use, including Land Development Code Section 6.23. The Parties further agree that 2707 PAG and its successors and assigns shall in the future be entitled to repair, replace, maintain, improve, and fully utilize the Dock exclusively for noncommercial purposes (including all lifts and slips) within the existing footprint of the Dock, consistent with and to the extent shown in **Composite Exhibit "C,"** in accordance with the applicable City Codes, including Section 6.23. To the extent there exists any conflict between 2707 PAG's (or its successors') ability to repair, replace, maintain, improve, and/or fully utilize the Dock exclusively for noncommercial purposes in accordance with Composite Exhibit "C" and the requirements of the City Code (including Section 6.23), **Composite Exhibit "C"** shall control. As a result of the agreements in this sub-section and the terms of this Agreement, the City withdraws its position in the Dispute: that City Permit 1901378 was issued in error and rescinded; and that the City approval of the Docks included within Pinellas County Permit P50001-19 was issued in error.

3. **Successors and Transferees.** This Agreement shall run with the land and be binding upon the City, 2707 PAG, and the Property, and inure to the benefit of the Parties and their representatives, agents, shareholders, members, managers, officers, agents, employees, councilmembers, and the Parties' respective successors, affiliates, heirs, estates, assigns, and transferees. The Parties agree that this Agreement shall supersede and replace the 2004 Settlement Documents, including the Recorded Covenant Running with the Land dated October 22, 2004 recorded at Book 13902, Page 2483 in the Official Records of Pinellas County, Florida

4. **Dispute.** Upon execution and approval of this Agreement by the City and 2707 PAG, 2707 PAG shall voluntarily dismiss the Lawsuit WITH PREJUDICE, and the City shall voluntarily dismiss the Code Enforcement Proceeding WITH PREJUDICE. Each Party agrees to bear its own attorneys' fees and costs in connection with the Lawsuit and Code Enforcement Proceeding.

5. **Representations of Parties.** Each Party represents to the others that it does not require any consent of any party to enter into this Agreement that has not been obtained and provided to the other Parties prior to the execution of the Agreement. Each Party further represents to the others that it is duly authorized to enter into this Agreement and that this Agreement is a valid, binding and enforceable obligation of such Party and does not violate any law, rule, regulation, contract or agreement otherwise enforceable against such Party. Each Party represents to the others that it has not currently and will not, prior to the Effective Date, assign to any other person or entity, any right, claim or cause of action being released in this Agreement. This Agreement requires approval of the St. Pete Beach City Commission at a duly noticed public meeting.

6. **Waiver, Amendment and Merger.** No breach of any provision hereof can or shall be deemed waived unless expressly waived in writing and signed by the Party against

whom waiver is claimed. The failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of such or any further right under this Agreement. This Agreement contains the full and complete agreement between the Parties and supersedes any prior or contemporaneous written or oral agreements. This Agreement may be amended only by a written agreement executed by the Parties, and signed by all Parties.

7. **Counterparts; Facsimile & Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties at such time as all the signatories hereto have signed a counterpart of this Agreement. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Signatures given by facsimile or portable document format (PDF) shall be binding and effective to the same extent as original signatures.

8. **Governing Law; Venue; Attorneys' Fees.** This Agreement shall be interpreted and construed according to the laws of the State of Florida, and any action based upon this Agreement must be brought in the Circuit Court of the Sixth Judicial Circuit, in and for Pinellas County, Florida, and nowhere else, and the Parties expressly consent to venue therein. In the event of any controversy, dispute or claim arising out of or relating to this Agreement, the prevailing party in such action shall be entitled to receive its reasonable attorneys', paralegals', and court fees and costs incurred in such action (including on appeal or in any bankruptcy proceeding).

9. **WAIVER OF JURY TRIAL.** EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

10. **Further Assurances.** Each Party agrees to execute and deliver such documents and writings, and to undertake and perform such other actions and assurances, as may be reasonably required to carry out the intent and purposes of this Agreement.

11. **Interpretation.** The Parties affirm that this Agreement is a product of negotiation and joint authorship. As such, this Agreement is not to be construed or interpreted against or in favor of any one party, regardless of which party may have contributed more toward the drafting of the Agreement.

12. **Severability.** In the event that any one or more terms, conditions or provisions of this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term, condition or provision of this Agreement.

13. **Release by 2707 PAG.** Except for the promises, covenants, and terms of this Agreement, 2707 PAG and its officers, directors, managers, owners, shareholders, members, principals, employees, agents, representatives, attorneys, insurers, reinsurers, assigns, parents, affiliates, subsidiaries, and successors in interest, fully, wholly, absolutely, and unconditionally release, waive, relinquish, and give up forever all claims, demands, setoffs, defenses, affirmative

defenses, counterclaims, appeals, and causes of action of any kind against the City, relating to the issues raised in the Dispute.

14. **Release by City.** Except for the promises, covenants, and terms of this Agreement, the City fully, wholly, absolutely, and unconditionally releases, waives, relinquishes, and gives up forever all claims, demands, setoffs, defenses, affirmative defenses, counterclaims, appeals, and causes of action of any kind against 2707 PAG and its officers, directors, managers, owners, shareholders, members, principals, employees, agents, representatives, attorneys, insurers, reinsurers, assigns, parents, affiliates, subsidiaries, and successors in interest, relating to any of the issues raised in the Dispute.

15. **Reliance on Own Counsel.** In entering into this Agreement, the Parties represent and acknowledge they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily and unconditionally accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by another party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by another party or by that other party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement.

16. **Effective Date.** This Agreement shall become effective on the date in which all of the following conditions have been met: (i) the Parties have signed this Agreement; (ii) the Agreement has been recorded in the public records; and (iii) the City of St. Pete Beach City Commission approves this Agreement at a duly noticed public meeting ("Effective Date").

[Remainder of page intentionally left blank]

SIGNATURE PAGE TO SETTLEMENT AGREEMENT

WITNESSES:

2707 Pass A Grille Way, LLC
a Florida limited liability company

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

City of St. Pete Beach, Florida
a Florida municipal corporation

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

THE “PROPERTY”

MAP OF SURVEY
2707 PASS-A-GRILLE WAY
ST PETE BEACH, FL 33706

VICINITY MAP (NOT TO SCALE)

NORTH ALLIANCE [P]

PASS-A-GRILLE CHANNEL
PINELLAS BAYWAY
PASS-A-GRILLE WAY
GULF WAY

SUBJECT GULF OF MEXICO

BOCA CIEGA BAY (WATERWAY)
LA PLAZA BAYOL (P)

SECTION "A"
NORTH PASS-A-GRILLE
PB 5 PG 18

ALTA/MSPS LAND TITLE SURVEY
PREPARED BY: LAWRENCE E. POWERS LS # 5505
PO BOX 48026, ST PETERSBURG, FL 33743
P: 727 537-9895 E: SURVEYING@STPETEDS.GMAIL.COM DATE: JUNE 14, 2017 PROJECT #: 2707P

PAGE 2 OF 2

A

COPYRIGHT 2017
LAWRENCE E. POWERS

MAP OF SURVEY

TYPE OF SURVEY: ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR: 2707 PASS A GRILLE WAY
LAND TRUST: STEVEN A MACDONALD AND
LINDSAY MACDONALD
CERTIFIED TO:

SUBJECT ADDRESS:

2707 PASS-A-GRILLE WAY
ST PETE BEACH, FL 33706

- A) 2707 PASS A GRILLE WAY LAND TRUST
STEVEN A MACDONALD & LINDSAY MACDONALD
B) A HERITAGE TITLE PINELLAS, INC.
C) FIRST AMERICAN TITLE INSURANCE COMPANY
D) JOSHUA T KELESKE TRUSTEE OF THE 2707 PASS A GRILLE
LAND TRUST 6/12/17
E) HILL, WARD & HENDERSON, P.A.

LEGAL DESCRIPTION SUPPLIED:
LOTS 13, 14, 15 AND 16 BLOCK
"D" SECTION "A" NORTH PASS-A-
GRILLE ACCORDING TO THE MAP
OR PLAT THEREOF AS RECORDED IN
PLAT BOOK 5 PAGE 18 PUBLIC
RECORDS OF PINELLAS COUNTY
FLORIDA.

FLOOD ZONE: AE BASE FLOOD ELEV. 10'
FEWA FIRM MAP # 12103C0278C
DATED SEPT. 3, 2003
PANEL # 0278 SUFFIX G
COMMUNITY # 125149

LAT: 27°42'06.8"N LONG: 82°44'09.4"W
YEAR BUILT: 1960
SLD. PLAT DATE: 1919
FOLIO #: 18-37-15-61002-004-0130
LOT SIZE: 24,112 +/- SQ FT
LAND USE: SINGLE FAMILY HOME
SECTION: 18 T32S R16E

PROJECT #: 2707P
FIELD SURVEYED: JUNE 14, 2017
DATE DRAWN: JUNE 14, 2017
DATE SIGNED: JUNE 14, 2017

GENERAL NOTES:

ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT OTHER THAN
THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE
SIGNING PARTY.

RE-USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED
WITHOUT WRITTEN CONSENT FROM THE ENTITY IN WHICH IT WAS PREPARED
FOR, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO
THE SIGNING SURVEYORS OR ITS FIRM.

NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS
TO ANYONE OTHER THAN THOSE WHOM THE SURVEY WAS PREPARED FOR.

THIS MAP CONSIST OF 2 SHEETS. WHEN MULTIPLE SHEETS COMPOSE THE
PLAT OR MAP OF SURVEY NO SINGLE SHEET SHALL BE CONSIDERED FULL AND
COMPLETE WITHOUT THE OTHER/S.

LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS SURVEYOR FOR
EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES
NAVED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO
ANY UNNAVED PARTY.

THIS IS AN ABOVE GROUND SURVEY AND LOCATIONS ARE LIMITED TO VISIBLE
IMPROVEMENTS ONLY. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS
SHOWN. THERE MAY BE ADDITIONAL ABOVE GROUND AND/OR UNDERGROUND
UTILITIES / IMPROVEMENTS NOT SHOWN ON THIS SURVEY.

NO ABSTRACT OF TITLE, TITLE COMMITMENT, NOR RESULTS OF TITLE
SEARCHES WERE FURNISHED TO THIS SURVEYOR. THERE MAY EXIST OTHER
DOCUMENTS OF RECORD THAT WOULD AFFECT THIS PARCEL.

MEASUREMENTS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS
THEREOF.

THE EXISTING MONUMENTATION AS SHOWN HEREON HAS BEEN HELD TO DEFINE
THE PLAT AND RECORD BOUNDARY TITLE DESCRIPTIONS. SAID MONUMENTATION
HAS BEEN DETERMINED TO BE THE BEST ACCEPTABLE EVIDENCE OF THE
DEEDING INTENT OF THOSE AREAS INVOLVED. SAID EXISTING MONUMENTATION
MAY OR MAY NOT HARMONIZE WITH STANDARD SECTIONALIZED LAND LINES.
OTHER RECORD PLAT BOUNDARIES OR LIMITS AND OTHER FEE TITLE
DESCRIPTIONS ADJACENT TO THE AREA SHOWN HEREON.

THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE
NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC
RECORDS OF THIS COUNTY.

THE TERM CERTIFIED AS USED ON THIS PLAT, IS UNDERSTOOD TO BE THE
PROFESSIONAL OPINION OF THIS SURVEYOR WHICH IS FORMULATED ON HIS
BEST KNOWLEDGE AND INFORMATION, AND AS SUCH, IT DOES NOT CONSTITUTE
A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. THE SURVEY
DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

LEGEND:

(FV) FIELD MEASURES
(D) DEED
(P) PLAT
(R/W) RIGHT-OF-WAY
(NR) NON RADIAL LINE
(IP) IRON PIPE
(I/R) IRON ROD
(CU) CONCRETE MONUMENT
(E) ELECTRIC LINE
(+55) DENOTES ELEVATION
(T) TELEPHONE LINE
(F) FENCE
(FH) FIRE HYDRANT
(ENC) ENCROACHMENT
(WV) WATER VALVE
(WV) WATER VALVE
(CLF) CHAIN LINK FENCE
(S) SECONDARY SYMBOL
(HPP) WOOD POWER POLE
(CPP) CONCRETE POWER POLE
(FPL) FLORIDA POWER & LIGHT
(ESMT) EASEMENT
(M) MINUTE SYMBOL
(D) DEGREES SYMBOL
(W) WEST
(E) EAST
(S) SOUTH
(BLD) BUILDING
(N) NORTH
(FO) FOUND
(O) SET IRON ROD
(O) FOUND IRON ROD
(SC) SET CONCRETE MONUMENT
(SC) FOUND CONCRETE MONUMENT
(PO) POINT OF CURVATURE
(PT) POINT OF TANGENCY
A 1 INCH IRON PIPE OR
3/8 INCH REBAR WITH A
PLASTIC CAP LABELED LS
5505 IS SET WHERE SET IS
INDICATED ON THIS PLAT.

RELATIVE POSITIONAL PRECISION MEETS THE ALLOWED
PURSUANT TO SECTION 3.E.V.

TO 2707 PASS A GRILLE WAY LAND TRUST: STEVEN A MACDONALD &
LINDSAY MACDONALD; A HERITAGE TITLE PINELLAS, INC.; FIRST AMERICAN TITLE INSURANCE COMPANY;
HILL, WARD & HENDERSON, P.A.; JOSHUA T KELESKE, TRUSTEE OF THE 2707 PASS A GRILLE LAND
TRUST 6/12/17

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT
IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD
DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY
ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS
1, 2, 3, 4, 7a, 7b1, B, 9, 13 AND 14 OF TABLE A THEREOF. THE
FIELD WORK WAS COMPLETED ON JUNE 14, 2017

DATE OF PLAT OR MAP JUNE 14, 2017 LAWRENCE E. POWERS LS # 5505



LAWRENCE E. POWERS

P. O. BOX 48026
ST. PETERSBURG, FL 33743-8026

P: 727-537-9895
E: SURVEYINGSTPETE@GMAIL.COM
WWW.SURVEYINGSTPETE.COM

I THE UNDERSIGNED HEREBY CERTIFY THAT THE MAP OR PLAT BE
A TRUE REPRESENTATION OF A FIELD SURVEY MADE
UNDER MY DIRECTION AND SUPERVISION AND MEETS
OR EXCEEDS THE STANDARDS OF PRACTICE
FOR SURVEYS IN THE STATE OF FLORIDA AS PER
63-17, FLORIDA ADMINISTRATIVE CODE
SUBJECT TO ALL NOTES AND CONDITIONS

LAWRENCE E. POWERS LS # 5505

EXHIBIT B

THE “2004 SETTLEMENT DOCUMENTS”

Prepared by:
James L. Yacavone, III, Esq
Fowler White Boggs banker, P.A.
P.O. Box 1438
Tampa, FL 33601

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2004417485 10/26/2004 at 11:58 AM
OFF REC BK: 13902 PG: 2483-2486
DocType:AGM RECORDING: \$27.00

RECORDED COVENANT RUNNING WITH LAND

John R. DaSilva and Sean Manning, LLC as the owners of real property located at 2701, 2703 and 2707 Pass-A-Grille Way, St. Pete Beach, Florida (hereinafter identified as the Busch Estate), more particularly described as:

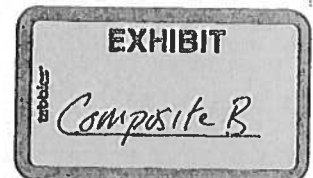
Lots 13, 14, 15 and 16, Block D, Section A, North Pass-A-Grille,
as recorded in Platt Book 5, Page 18, of the Public Records of
Pinellas County, Florida.

In furtherance of the terms of a settlement agreement made in connection with a lawsuit filed in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, entitled John R. DaSilva, Plaintiff, vs. City of St. Pete Beach, Florida, a municipal corporation, Defendant, Case Number 02-1481-CI-11, I declare and establish that the use of the Busch Estate as a corporate retreat and meeting center for rentals of the entire property for periods of no less than seven (7) days is a legal or grandfathered non-conforming use under Code of Ordinances of the City of St. Pete Beach subject to all the provisions of the Code of Ordinances of the City of St. Pete Beach related to nonconforming uses.

We further declare and establish that the following terms and conditions are consistent with and define the prior use of the Busch Estate and constitute valid and binding limitations on how we and any persons or entities acquiring an interest in the Busch Estate may use the property:

1. The entire Busch Estate, consisting of four lots and three structures, shall be rented as a group and cannot be rented separately for use at any one time to more than one person, group, organization, or business.
2. The Busch Estate may not be rented to any person, group, organization or business for less than a seven day rental period.
3. The maximum overnight occupancy of the Busch Estate shall be two persons for each bedroom.
4. The Busch Estate shall not be rented for one or two day parties, weddings or events of this kind.
5. The Busch Estate shall not be used in a manner that will disturb the normal and usual peace and tranquility of the neighborhood.
6. All persons using or renting the Busch Estate shall comply with all applicable ordinances and restrictions regarding noise, disturbances and outdoor and amplified music.
7. No advertising or other signage shall be permitted on the Busch Estate.

RETURN TO:



8. There shall be no public advertising of the property inconsistent with the terms herein.

9. Persons using or renting the Busch Estate must comply with all parking restrictions and limitations of the City of St. Pete Beach. No single day, guest, or special event parking passes or permits, as provided in the St. Pete Beach Code of Ordinances, shall be available for the Busch Estate during periods it is being rented.

We further declare and establish that the status of the Busch Estate as a legal or grandfathered nonconforming use under the Ordinances of the City of St. Pete Beach and the restrictions and limitations on the use of the Busch Estate as a legal or grandfathered nonconforming use contained in this covenant shall be a covenant running with the land binding upon and enforceable against us and all persons who acquire an interest in the Busch Estate after the date of the covenant.

Signed, sealed and delivered in the presence of:

Cleo B. Robertson
Witness Signature

Cleo B. Robertson
Printed Name

Ralph O. Lickton
Witness Signature

RALPH O. LICKTON
Printed name

John R. DaSilva
John R. DaSilva

JOHN R. DASILVA
Printed Name

2817 PASS-A-GRIFFIN WAY
Address

ST. PETE BEACH, FL. 33706

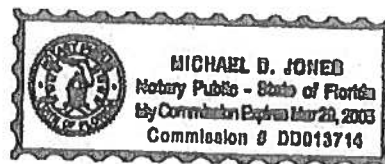
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 22ND day of OCT., 2004 by John R. DaSilva who is personally know to me or who has produced _____ as identification and who executed the foregoing instrument.

Michael D. Jones
Signature of person taking acknowledgment

MICHAEL D JONES
Printed name of person taking acknowledgment

(SEAL)



Sean Manning, LLC

Cleo B. Robertson

Witness Signature

Cleo B. Robertson

Printed Name

Ralph O. Lickton

Witness Signature

RALPH O. LICKTON

Printed Name

By: Sean Manning

SEAN MANNING, member

Printed Name, Title

X BETH MANNING, member

Beth Manning

Address

3018 EL CENTRO

ST. PETE BEACH, FL 33706

State of Florida
County of Pinellas

The foregoing instrument was acknowledged before me this 22nd day of Oct, 2004
by Sean Manning as member of Sean Manning, LLC, a
Florida limited liability company, on behalf of said company. (He/She is personally known to me
or has produced _____ as identification.



Michael D Jones

Notary

MICHAEL D JONES

Printed name, Commission Number

RELEASE

For the consideration set forth below, Plaintiff, John R. DaSilva and Sean Manning, LLC, contracts and agrees as follows:

1. This persons, parties or entities being released by this release are Defendant, the City of St. Pete Beach, and its agents, employees, officers and officials. They are hereafter referred to collectively as the Defendant.

2. Plaintiff acquits, releases and discharges the Defendant from all claims, demands, causes of action, damages, costs, and attorney's fees, of whatever type and nature, which he has now and which he may have in the future because of or arising out of the operative facts alleged in the complaint and amended complaint filed in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, entitled John R. DaSilva, Plaintiff, vs. City of St. Pete Beach, Florida, a municipal corporation, Defendant, Case Number 02-1481-CI-11 (hereinafter referred to as the Lawsuit). It is Plaintiff's intent that this Release applies to all claims, demands, causes of action, damages, costs, and attorney's fees, of whatever type and nature, which Plaintiff has made or could have made arising out of the operative facts alleged in the complaint or amended complaint filed in the Lawsuit.

3. The consideration for this Release is the payment of One Hundred Thousand and 00/100 (\$100,000) Dollars, paid by or on behalf of the Defendant and compliance by Plaintiff and Defendant of the terms of the settlement agreement attached hereto as Exhibit "A".

4. Plaintiff understands and agrees that Defendant denies any liability, fault or wrongdoing whatsoever in connection with operative events alleged in the complaint and amended complaint filed in the Lawsuit; that Defendant has entered into this Release upon the advice of Defendant's counsel in the sole interest of avoiding the expense and inconvenience of litigation and not out of any fear or apprehension of an unfavorable result at trial; and that the payment of the aforesaid sum of money is not an admission of liability by the defendant, but is made for the sole purpose of settling and compromising a disputed claim which Plaintiff has against Defendant and for which Defendant has denied and still denies liability.

5. In the event the settlement amount is determined by any governmental entity to constitute taxable income, Plaintiff agrees that he is responsible for the payment of any and all taxes, including all penalties, interest, or other costs attributable to the late payment of such taxes. In addition, if it is determined that Defendant is responsible for the payment of any taxes, interest or penalties on the settlement amount, Plaintiff agrees to fully indemnify Defendant for the payment of any such tax, interest or penalties.

6. Plaintiff acknowledges that the above stated consideration is in full payment for this Release and that there is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied or expected.

7. The terms of this Release are legally binding on Plaintiff and on Plaintiff's heirs, personal representatives, successors and assigns.

8. In entering into this general Release, Plaintiff relies wholly upon Plaintiff's

own judgment, belief and knowledge of the nature, extent and duration of his damages and losses.

9. Plaintiff has not been influenced or coerced in any manner or to any extent to execute this Release by any representations or statements of the Defendant or of the Defendant's representatives or attorneys regarding the damages or losses which he has sustained or regarding any other matters in connection with this Lawsuit. Plaintiff acknowledges that he has voluntarily executed this Release.

10. Plaintiff has had the benefit and advice of legal counsel which he retained in deciding to settle this matter and execute this agreement. Plaintiff fully understand the terms of this Release, and Plaintiff understands that this Release will establish and create a full and final settlement of all claims of every nature and character against Defendant arising from the operative facts alleged in Plaintiff's complaint and amended complaint in the Lawsuit.

11. Plaintiff is eighteen years of age or older or otherwise legally emancipated and suffers from no legal disabilities or mental or physical disability which would affect, disable or prevent the valid and legally binding execution of this Release. Plaintiff has not taken any drug or medication prior to executing this Release which would prevent him from understanding the terms of this Release.

12. This agreement fully and completely expresses the entire agreement and understanding between the parties. Any and all prior understandings and agreements between the parties with respect to the subject matter of this agreement are merged into

this Agreement. This Agreement may not be orally amended, modified or changed. Any amendment, modification or change of this Agreement must be by written instrument executed by the parties hereto.

13. This Agreement is made and entered into in the State of Florida and shall in all respects be interpreted, enforced and governed by the laws of this State.

14. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party to this Agreement, and with the purpose of effectuating and enforcing the expressed intent of the parties to resolve, compromise and settle their claims.

15. Plaintiff agrees to direct his attorneys of record to dismiss the Defendant with prejudice, it being the intent of this Plaintiff by this Release to forever acquit, release and discharge the Defendant of and from all claims and demands of every kind and nature set forth in the Complaint and any Amended Complaints filed in the Lawsuit. Furthermore, Plaintiff agrees that he will be responsible for his own costs and attorney's fees in such action.

PLEASE READ CAREFULLY. THIS GENERAL RELEASE IS A
LEGALLY BINDING DOCUMENT AND INCLUDES A RELEASE
OF ALL KNOWN AND UNKNOWN CLAIMS.

Signed and sealed this 22ND day of October, 2004.

Witnessed by:

Cleo B. Robertson
Cleo B. Robertson

John R. DaSilva
John R. DaSilva

STATE OF Florida
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 22nd day of
October, 2004, by, who is personally known to me or who produced
personally as identification and who did take
an oath.



Name of Notary: MICHAEL D JONES
Notary Public - State of FLA
Date Commission expires: MAR/28/08
Commission No. DD013714

Cleo B. Robertson

Witness Signature

Cleo B. Robertson

Printed Name

Ralph O. Lickton

Witness Signature

RALPH O. LICKTON

Printed Name

Sean Manning, LLC

By: Sean Manning

SEAN MANNING, member

Printed Name, Title

X SEAN MANNING, member

3218 EL CENTRO

Address

ST. PETERS BEACH, FL. 33706

State of Florida

County of Pinellas

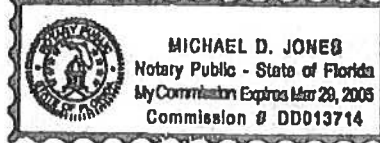
The foregoing instrument was acknowledged before me this 22nd day of Oct, 2004 by Sean Manning as member of Sean Manning, LLC, a Florida limited liability company, on behalf of said company. He/She is personally known to me or has produced _____ as identification.

Michael D. Jones

Notary

MICHAEL D. JONES

Printed name, Commission Number



IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

JOHN R. DASILVA AND BRIAN R.
BUNBURY AND ELIZABETH BUNBURY,

Plaintiffs,

CASE NO.: 02-1481-CI-11

vs.

CITY OF ST. PETE BEACH, FLORIDA,

Defendant.

/

SETTLEMENT AGREEMENT

Plaintiff, JOHN R. DASILVA, and Defendant, CITY OF ST. PETE BEACH, FLORIDA, contract and agree to settle the lawsuit now pending in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, entitled John R. DaSilva, Plaintiff, vs. City of St. Pete Beach, Florida, a municipal corporation, Defendant, Case Number 02-1481-CI-11, as follows:

1. As used herein, the term "the Busch Estate" shall refer to property owned by Plaintiff located at 2701, 2703 and 2707 Pass-A-Grille Way, St. Pete Beach, Florida. The legal description of the Busch Estate is Lots 13, 14, 15 and 16, Block D, Section A, North Pass-A-Grille, as recorded in Platt Book 5, Page 18, of the Public Records of Pinellas County, Florida.
2. The Busch Estate was formerly used as a corporate retreat and meeting center for short-term occupancy and constitutes a legal or grandfathered non-conforming use as a corporate retreat and meeting center for rental of the entire property for periods of no less than seven (7) days under Defendant's Code of Ordinances. Plaintiff is entitled to continue this non-

conforming use of the Busch Estate in the same manner as any other legal or grandfathered non-conforming use within the city limits of Defendant and subject to the provisions of Defendant's Code of Ordinances.

3. It is Plaintiff's intent and purpose when renting the Busch Estate to rent it for use as a corporate retreat and meeting center by persons, groups, and businesses for reserved and discrete corporate purposes having no greater impact on the neighborhood than a typical residential use.

4. The following terms and conditions are consistent with and define the prior use of the Busch Estate and constitute valid and binding limitations on how Plaintiff and Plaintiff's successors may use the Busch Estate:

a. The entire Busch Estate, consisting of four lots and three structures, shall be rented as a group and cannot be rented separately for use at any one time to more than one person, group, organization, or business.

b. The Busch Estate may not be rented to any person, group, organization or business for less than a seven day rental period.

c. The maximum overnight occupancy of the Busch Estate shall be two persons for each bedroom.

d. The Busch Estate shall not be rented for one or two day parties, weddings or events of this kind.

e. The Busch Estate shall not be used in a manner that will disturb the normal and usual peace and tranquility of the neighborhood.

f. All persons using or renting the Busch Estate shall comply with all applicable ordinances and restrictions regarding noise, disturbances and outdoor and amplified music.

g. No advertising or other signage shall be permitted on the Busch Estate.

h. There shall be no public advertising of the property inconsistent with the terms herein.

i. Persons using or renting the Busch Estate must comply with all parking restrictions and limitations of the City of St. Pete Beach. No single day, guest, or special event parking passes or permits, as provided in the St. Pete Beach Code of Ordinances, shall be available for the Busch Estate during periods it is being rented.

5. Within ten (10) days of the execution of this agreement by Plaintiff and Defendant, Plaintiff and Sean Manning, LLC will execute the attached covenant running with the land that will acknowledge the non-conforming status of the Busch Estate and which shall be recorded in the public records of Pinellas County, Florida.

6. Within ten (10) days of the execution of this agreement by Plaintiff and Defendant, Plaintiff and Sean Manning, LLC will execute the attached release releasing Defendant and Defendant's agents, employees, officers and officials from liability and damages arising from the operative events alleged in Plaintiff's complaint and amended complaint in the above referenced lawsuit.

7. Within ten (10) days of the execution of this agreement by Plaintiff and Defendant, Plaintiff and Sean Manning, LLC will dismiss the above referenced lawsuit against Defendant with prejudice.

8. Within ten (10) days of the execution of this agreement by Plaintiff and Defendant, Plaintiff and Sean Manning, LLC are entitled to apply for and receive an appropriate occupational license from Defendant allowing Plaintiff to rent the Busch Estate consistent with its legal or grandfathered nonconforming use and the limitations contained in this agreement.

9. Within ten (10) days of the execution of this agreement by Plaintiff and Defendant, Defendant will pay the sum of One Hundred Thousand and 00/100 (\$100,000) Dollars to Plaintiff.

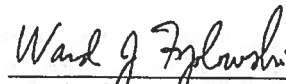
10. Defendant will have title search done for the Busch Estate. If the title search reveals that there are owners of the Busch Estate in addition to Plaintiff, then this settlement agreement, the covenant running with the land, and the release will be redrafted to include the names of all owners of the Busch Estate and all such owners of the property shall be obligated to sign the settlement agreement, covenant, and release in order for there to be a settlement of the above referenced lawsuit.

Dated this 22nd day of October, 2004.

10/22/04
Date


John R. Dasilva

Oct. 25, 2004
Date


Ward Friszolowski
Mayor, City of St. Pete Beach

10/22/04
Date

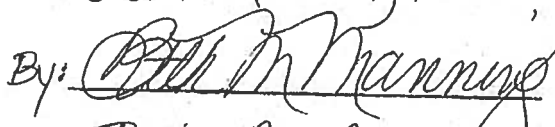
Sean Manning, LLC,
By: 
Beth M. Manning, member
Printed name, Title

EXHIBIT C

THE “DOCK”

PINELLAS COUNTY WATER & NAVIGATION
315 COURT STREET, CLEARWATER, FLORIDA 33756

ISSUED TO: WATERLINE CONSTRUCTION INC FOR JOSHUA KELESKE

CONSTRUCTION SITE: 2707 PASS A GRILLE WAY,
ST PETE BEACH, FL 33706

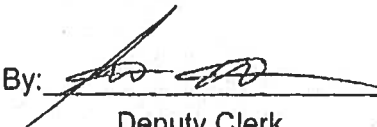
DESCRIPTION: 18-32-16-61002-004-0130

Permit is valid for 1 year
TO REPORT START DATE AND COMPLETION DATE, CALL: (727) 464-3770

PERMIT NO. P50001-19

1. PERMITS MAY ALSO BE REQUIRED FROM THE FOLLOWING AGENCIES: FL D.E.P & U.S. ARMY C.O.E.
2. THE WATERS OF PINELLAS COUNTY ARE LOCATED WITHIN THE PINELLAS COUNTY & BOCA CIEGA BAY AQUATIC PRESERVE. SPECIAL REGULATIONS EXIST THAT GOVERN THE CONSTRUCTION WITHIN AN AQUATIC PRESERVE. PLEASE CONTACT THE FL D.E.P.
3. *THIS PERMIT IS VALID FOR A DOCK STRUCTURE ONLY.* ELECTRICAL WATER/SEWER INSTALLATIONS WILL REQUIRE SEPARATE PERMITS FROM THE APPROPRIATE (Municipal or County) BUILDING DEPARTMENT.
4. THIS PERMIT IS SUBJECT TO A 30 DAY APPEAL PERIOD FROM DATE OF ISSUE- CHAPTER 31182, SPECIAL ACTS OF FLORIDA, 1955 AS REVISED.

CLERK:
KEN BURKE

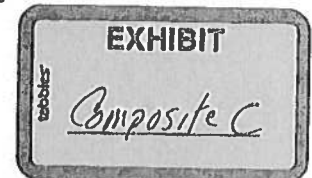
By: 
Deputy Clerk

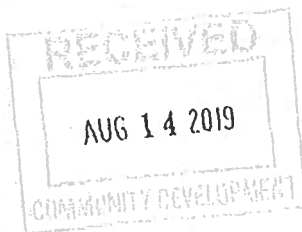
DATE OF ISSUANCE:

12/19/19

FINAL INSPECTION:

**THIS PERMIT IS REQUIRED TO BE
POSTED IN A CONSPICUOUS LOCATION
AT THE CONSTRUCTION SITE.**





Direct all correspondence to:

Clerk, Water and Navigation, 5th Floor
315 Court Street
Clearwater, FL 33756

Application #

PS0001-19
(OFFICIAL USE ONLY)

\$ 715 #6382

COMMERCIAL AND MULTI-USE DOCK PERMIT APPLICATION

(57934) PINELLAS COUNTY WATER AND NAVIGATION

I. PROPERTY OWNER INFORMATION:

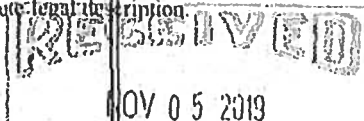
A. Applicant's Name: Joshua Kolesky as Trustee of 2707 Pass A Grille Way Land Trust
B. Mailing Address: 2707 Pass A Grille Way
City: St. Pete Beach State: FL Zip: _____
C. Telephone No: 813-254-0044 E-mail Address: _____

II. AGENT INFORMATION:

A. Name: Waterline Const. Inc.
B. Address: 4408 N. Gandy Ave.
City: Tampa State: FL Zip: 33614
C. Telephone No: 813-806-1977 E-mail Address: patrick@waterline.com

III. SITE INFORMATION:

A. Construction Site Address: 2707 Pass-A-Grille Way
City: St. Pete Beach State: FL Zip: _____
B. Intended Use: _____
C. Parcel ID Number: 18 13216161002-004-0130
D. Incorporated: ☒ Unincorporated: ☐
E. Affected Water Body: Intercoastal water way
F. Previous Permits: P31552-02, RP15260-88, P203
G. Date applicant assumed property ownership: June 2017
H. Obstructions: (Dogs, Fences, etc.) Perice
I. Attach 8 1/2" X 11" vicinity map showing specific project location.
J. All other information pursuant to Section 166-329 and 166-330, Pinellas County Code, as needed.
K. Does the project abut residentially zoned property? Yes ☐ No ☒
L. For projects requiring a public hearing, attach a copy of the complete final description



Clerk to the Board of County Commissioners
Water and Navigation Section

Application #

P50001-19AI

(OFFICIAL USE ONLY)

IV. PROJECT DESCRIPTION:

MULTI-USE ☐COMMERCIAL ☐

A. Nature and Size of Project:

Rebuild/Replace existing docks
and add new lifts as per drawing

Square Feet: 3881

B. Variance: Yes ☐ No ☐

Amount in variance: Length: _____

Width: _____

Setbacks: Left: _____ Right: _____

Other: _____

NOTE: It is the applicant's responsibility to clearly demonstrate that any requested variances are consistent with the variance criteria of Section 166-291 of the Pinellas County Code. The applicant must demonstrate that a literal enforcement of the regulations would result in an extreme hardship due to the unique nature of the project and the applicant's property. The hardship must not be created by action(s) of the project owner(s). The granting of the variance must be in harmony with the general intent of the regulations and not infringe upon the property rights of others. The variance requested must be the minimum possible to allow for the reasonable use of the applicant's property. Should the applicant fail to demonstrate that any variance request is consistent with the criteria outlined in the regulations, staff cannot recommend approval of the application.

C. Net Increase in Number of Wetlands: 0

V. CONTRACTOR INFORMATION:

I, William Hecker, a certified contractor, state that the dock has not been constructed and that it will be built in compliance with all requirements and standards set forth in the Pinellas County Code, and in accordance with the attached drawings which accurately represent all the information required to be furnished. In the event that this dock is not built in accordance with the permit or the information furnished is not correct, I agree to either remove the dock or correct the deficiency.

Signed: William Hecker Cert No.: 6-8571Company Name: Waterline Const. Telephone No: 813-806-1977City: Tampa State: FL Zip: 33614E-mail Address: pathecker@1waterline.com

VI. OWNER'S SIGNATURE:

I hereby apply for a permit to do the above work and state that the same will be done according to the map or plan attached hereto and made a part hereof, and agree to abide by the criteria of the Pinellas County Code for such construction and, if said construction is within the corporate limits of a municipality, to first secure approval from said municipality. I further state that said construction will be maintained in a safe condition at all times, should this application be approved, that I am the legal owner of the upland from which I herein propose to construct the improvements, and that the above stated agent/contractor may act as my representative. I understand that I, not Pinellas County, am responsible for the accuracy of the information provided as part of this application and that it is my responsibility to obtain any necessary permits and approvals applicable for the proposed activities on either private or sovereign owned submerged land.

Date

Legal Owner's Signature

P50001-19

Application #

(OFFICIAL USE ONLY)

IV. PROJECT DESCRIPTION:

MULTI-USE ☐COMMERCIAL ☒

A. Nature and Size of Project:

Rebuild/Replace existing docks
and add new lifts as per drawings

Square Feet: 3881

B. Variance: Yes ☐ No ☐Amount in variance: Length: _____ Width: _____
Setbacks: Left: _____ Right: _____

Other: _____

NOTE: It is the applicant's responsibility to clearly demonstrate that any requested variances are consistent with the variance criteria of Section 166-291 of the Pinellas County Code. The applicant must demonstrate that a literal enforcement of the regulations would result in an extreme hardship due to the unique nature of the project and the applicant's property. The hardship must not be created by action(s) of the project owner(s). The granting of the variance must be in harmony with the general intent of the regulations and not infringe upon property rights of others. The variance requested must be the minimum possible to allow for the reasonable use of the applicant's property. Should the applicant fail to demonstrate that any variance request is consistent with the criteria outlined in the regulations, staff cannot recommend approval of the application.

C. Net Increase in Number of Wetlands: 0

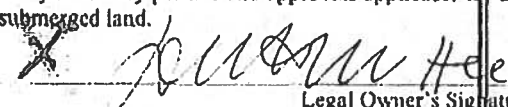
V. CONTRACTOR INFORMATION:

I, William Hecker, a certified contractor, state that the dock has not been constructed and that it will be built in compliance with all requirements and standards set forth in the Pinellas County Code, and in accordance with the attached drawings which accurately represent all the information required to be furnished. In the event that this dock is not built in accordance with the permit or the information furnished is not correct, I agree to either remove the dock or correct the deficiencies.

Signed: William Hecker Cont No.: C-8571Company Name: Waterline Const. Telephone No: 813-806-19City: Tempe State: FL Zip: 33614E-mail Address: pathecker@waterline.com

VI. OWNER'S SIGNATURE:

I hereby apply for a permit to do the above work and state that the same will be done according to the map or attached hereto and made a part hereof, and agree to abide by the criteria of the Pinellas County Code for such construction and, if said construction is within the corporate limits of a municipality, to first secure approval of said municipality. I further state that said construction will be maintained in a safe condition at all times, should this application be approved, that I am the legal owner of the upland from which I herein propose to construct improvements, and that the above stated agent/contractor may act as my representative. I understand that I, as Pinellas County, am responsible for the accuracy of the information provided as part of this application and it is my responsibility to obtain any necessary permits and approvals applicable for the proposed activities on either private or sovereign owned submerged land.

07/23/19
Date

Legal Owner's Signature

MULTI-USE/COMMERCIAL DOCK

Application#

(OFFICIAL USE ONLY)

MHW 2'-6"

MLW 2'-6"

BOTTOM 7'-7"

ENG. SCALE: 1" = NTS

Profile View

TOTAL SQUARE FEET	<u>3,573'</u>
NEW SQUARE FEET	<u>-315</u>
WATERWAY WIDTH	<u>350'+/-</u>
WATERFRONT WIDTH	<u>220'</u>

Plan View
(applicant and adjacent docks)

SHORELINE

Municipality Approval

Water and Navigation Approval

Engineer's Seal

APPROVED
PINELLAS COUNTY
WATER AND NAVIGATION

WATER AND NAVIGATION
Carol E. Dupre 12/19/19

See attached drawing
for Engineer's seal.

Page 83 of 97

P50001-19

VARIANCE REQUEST FORM

Application # _____

(OFFICIAL USE ONLY)

Left Lot Owner's Name _____

Mailing Address _____

Zip _____

I certify that I am the owner of Lot _____ which adjoins the property owned by the applicant who proposes to construct a dock at the following address:

I have seen the plans of the proposed structure(s) along with any requested variances (see Section IV.B of the application) and: DO OBJECT ☐ DO NOT OBJECT ☐ to the proposed construction.

OWNER'S SIGNATURE: _____

Date _____

NOTARY:

STATE OF FLORIDA, PINELLAS COUNTY, BEFORE ME, the undersigned authority, personally appeared _____, well known to me, or who provided a valid Florida Driver's License to be the person who executed the foregoing instrument and that he/she acknowledged to me, under oath, that he/she signed the same freely and voluntarily for the purposes expressed therein.

Witness my hand and official seal this _____ day of _____, 20 _____

Notary Public

My commission expires: _____

Right Lot Owner's Name _____

Mailing Address _____

Zip _____

I certify that I am the owner of Lot _____ which adjoins the property owned by the applicant who proposes to construct a dock at the following address:

I have seen the plans of the proposed structure(s) along with any requested variances (see Section IV.B of the application) and: DO OBJECT ☐ DO NOT OBJECT ☐ to the proposed construction.

OWNER'S SIGNATURE: _____

Date _____

NOTARY:

STATE OF FLORIDA, PINELLAS COUNTY, BEFORE ME, the undersigned authority, personally appeared _____, well known to me, or who provided a valid Florida Driver's License to be the person who executed the foregoing instrument and that he/she acknowledged to me, under oath, that he/she signed the same freely and voluntarily for the purposes expressed therein.

Witness my hand and official seal this _____ day of _____, 20 _____

Notary Public

My commission expires: _____

P50001-19

Application #

(OFFICIAL USE ONLY)

DISCLOSURE FORM

In order to alleviate any potential conflict of interest with Pinellas County staff, it is required that the County be provided with a listing of PERSONS being party to a trust, corporation, or partnership, as well as anyone who may beneficial interest in the application which would be affected by any decision rendered by the County (attach additional sheets if necessary).

X A. PROPERTY OWNERS:

Name: Joshua Kelpeske, Hee
Address: 2707 Pass A Grille
St. Pete Beach, FL

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

B. REPRESENTATIVES:

Name: Waterline Const.
Address: 4908 N Grady Ave
Tampa, FL

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

C. OTHER PERSONS HAVING OWNERSHIP INTEREST IN THE SUBJECT PROPERTY:

Interest is: contingent ☐ absolute ☒

Name: _____ specific interest held: _____

D. DOES A CONTRACT FOR SALE EXIST FOR THE SUBJECT PROPERTY? YES ☐ NO ☐

If so, the contract is: contingent ☐ absolute ☐

Name of parties to the contract: _____

E. DOES AN OPTION TO PURCHASE EXIST FOR THE SUBJECT PROPERTY? YES ☐ NO ☐

Name of parties to the option: _____

F. OWNER'S SIGNATURE:

I hereby certify that the information stated above is complete, accurate, and true to the best of my knowledge.

X Joshua Kelpeske, Hee

Date 7/23/19

PRIVATE DOCK

P50001-19

Application #. P31552-02

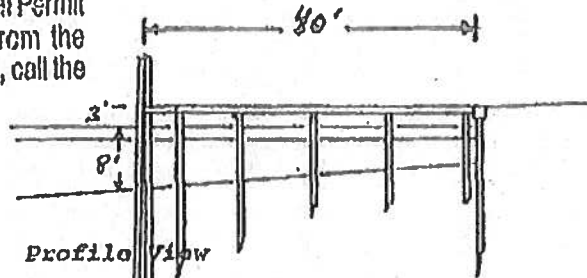
(OFFICIAL USE ONLY)

MHW

MLW

BOTTOM

THE FOLLOWING DOCKS QUALIFY FOR U.S. ARMY OF ENGINEERS General Permit (GP-20) and do not require approval from the Corps, except as required. For info, call the USACE at 813-840-2808.



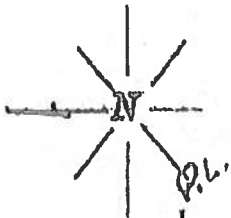
Profile View

Framing 2"x8", Decking 2"x6" PT

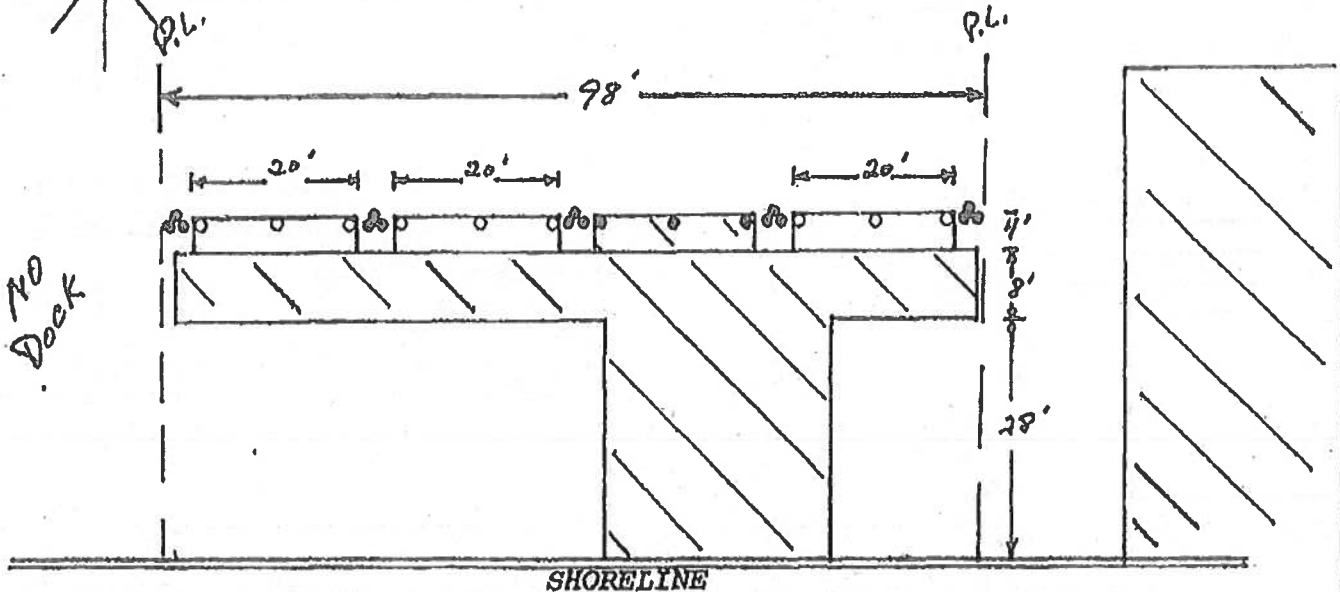
ENG. SCALE: 1" = 20'



TOTAL SQUARE FEET	1888
NEW SQUARE FEET	240
WATERWAY WIDTH	300' +
WATERFRONT WIDTH	98'



Plan View
(applicant and adjacent docks)



SHORELINE

The undersigned does not object to the proposed dock and requested variances as shown in the space provided above.

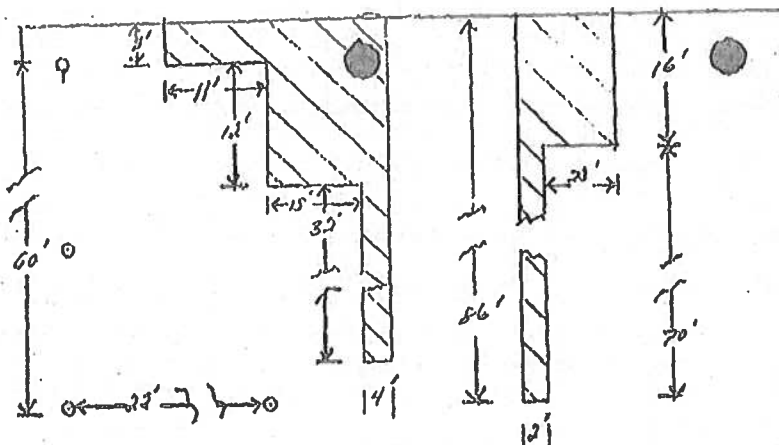
Left Owner
Signature: CITY OF PINEAS
MUNICIPALITY APPROVAL

Right Owner
Signature: John L. Silva
WATER AND NAVIGATION APPROVAL

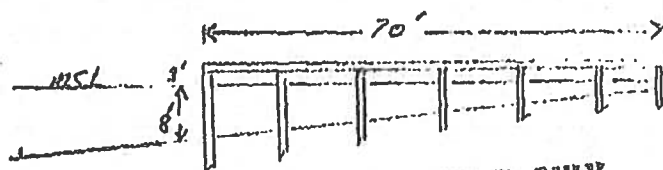
APPROVED
COMMUNITY DESIGN
DATE: 5/6/02

APPROVED
PINELLAS COUNTY
ENVIRONMENTAL MANAGEMENT
FOR WILLIAM M. DAVIS, DIRECTOR

P50001-19



Replace 17 Dock Pilings
 Replace 4 Tie Pilings
 EXISTING PERMIT #3426-BOOK 4
 #013-BOOK 2
 PLAN 1/20"=1'



DOCK REPAIR ONLY

PROFILE 1/20"=1' Water depth must be shown
 Drawing to be to Scale
 Datum H.S.H.

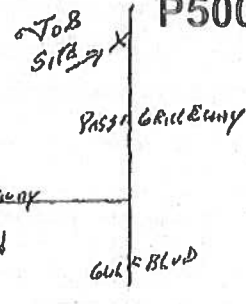
ORIGINAL SIGNATURE WITH NOTARY REQUIRED ON ALL VARIANCE APPLICATIONS	
LEFT PROPERTY OWNER	RIGHT PROPERTY OWNER
SIGNATURE (Name)	SIGNATURE (Name)
ADDRESS	ADDRESS
Sworn to and subscribed before me this day of _____	Sworn to and subscribed before me this day of _____
NOTARY PUBLIC: _____ (My Commission expires)	NOTARY PUBLIC: _____ (My Commission expires)

PROVIDE A SKETCH, TO SCALE OF
 PROPERTY AND ADJACENT DOCKS

Contractor: Name <u>Dolphin Marina Const.</u>	
Address <u>13056 Patton St.</u> <u>Clearwater, FL 34620</u>	
Materials: Piling <u>CCA Salt Piling</u>	
Stringers <u>2 x 8 PT</u>	DOCK TO BE CONSTRUCTED IN COMPLIANCE WITH "RULES AND REGULATIONS" ADOPTED BY PINELLAS COUNTY WATER AND NAVIGATION CONTROL AUTHORITY, MOST RECENT REVISION
Docking <u>2 x 6 PT</u>	DECK AREA = <u>2</u> sq. ft. ADDITIONAL INFORMATION TO BE ATTACHED, AS REQUIRED.

V/N CLERK
PINELLAS COUNTY Water & Navigation Control Authority PERMIT NO. <u>R.P. 15160-PP</u> DOCK REPAIR ONLY

MUNICIPAL APPROVAL	PINELLAS COUNTY ENGINEERING DEPT. USE ONLY
SUBJECT TO APPROVAL by Pinellas County Water & Navigation Control Authority	PLAN APPROVAL <u>Lois DeLeon</u> SIGNED 5/5/27 DATE



VICINITY MAP	
FROM: U.S.G.S. Map No. 1	
PROPERTY INFORMATION	
LEGAL DESCRIPTION	
LOT 13 TRAC 16	BLOCK D
SUBDIVISION No. <u>Passaic Creek</u> SEC. 1.	
PLATBOOK 5	PAGE 8
SEC. 18	TYP. 302 RGE. 16
Waterway Width: <u>OPEN</u>	
Waterfront Width: <u>300</u>	

CITY OF CLEARWATER
 16th ST.

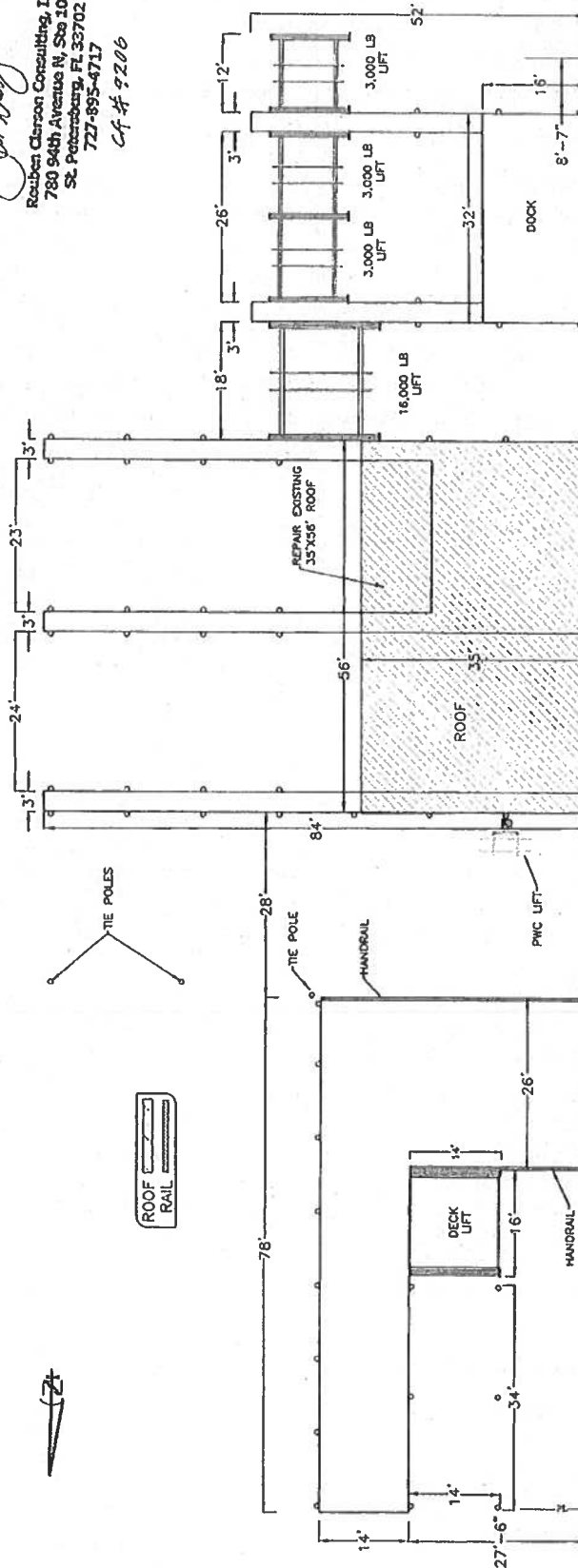
Bus. H.
 1221 Riverside Dr.
 St. Petersburg

CITY OF CLEARWATER
 17th ST.

P50001-19

Waterline Construction Inc.

8/13/19
Rouben Clarkson Consulting, Inc.
780 94th Avenue N, Ste 102
St. Petersburg, FL 33702
727-895-4717
CA # 92206



2707 PASS A GRILLE WAY LAND TRUST
3333 W KENNEDY BLVD STE 204
TAMPA FL 33609



Patrick Hecker
4408 Grady Ave. N
Tampa FL 33614

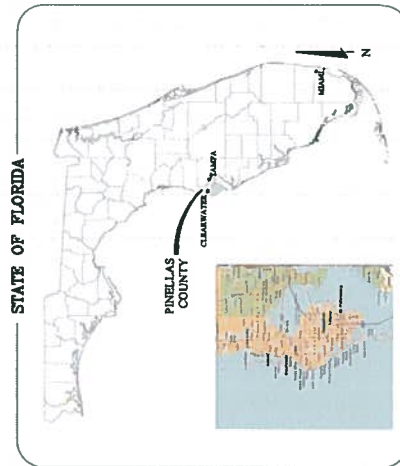
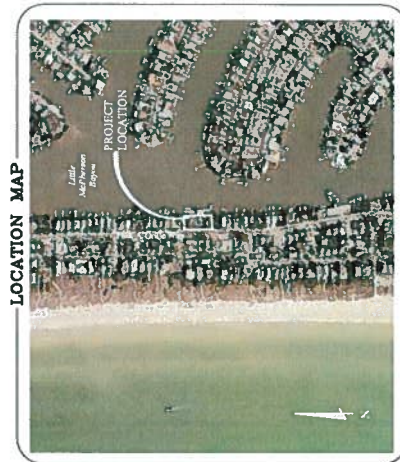
STEVE MACDONALD

0 1" = 16' 32'

Waterline 813-808-1977

PAGE 1 OF 1 Pages

SECTION 18, TOWNSHIP 32 S, RANGE 16 E
ST PETE BEACH, FLORIDA



811
Know what's below.
Call before you dig.

PREPARED FOR:
2707 Pass A Grille Way LLC
1311 N Westshore Boulevard
Suite 101A
Tampa, FL 33607-4611

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT BLVD., SUITE 605
Clearwater, Florida 33760
Phone: (727) 524-1618 Fax: (727) 524-6090
www.gulfcoastconsultinginc.com

DRAWING INDEX	
SHEET	TITLE
1	COVER SHEET
2	EXISTING AERIAL
3	PROPOSED AERIAL
4	ADJACENT DOCKS
5	WIDTH OF WATERWAY

CITY ADDRESS	SUNY FORD A SMALL HWY 90 PETE BROWN PL.
PHONE IN	716-837-8000-800-4328
PREFERRED MAIL	☐ YES ☒ NO
LASTNAME / LASTNAME	STEWART II / STEWART II

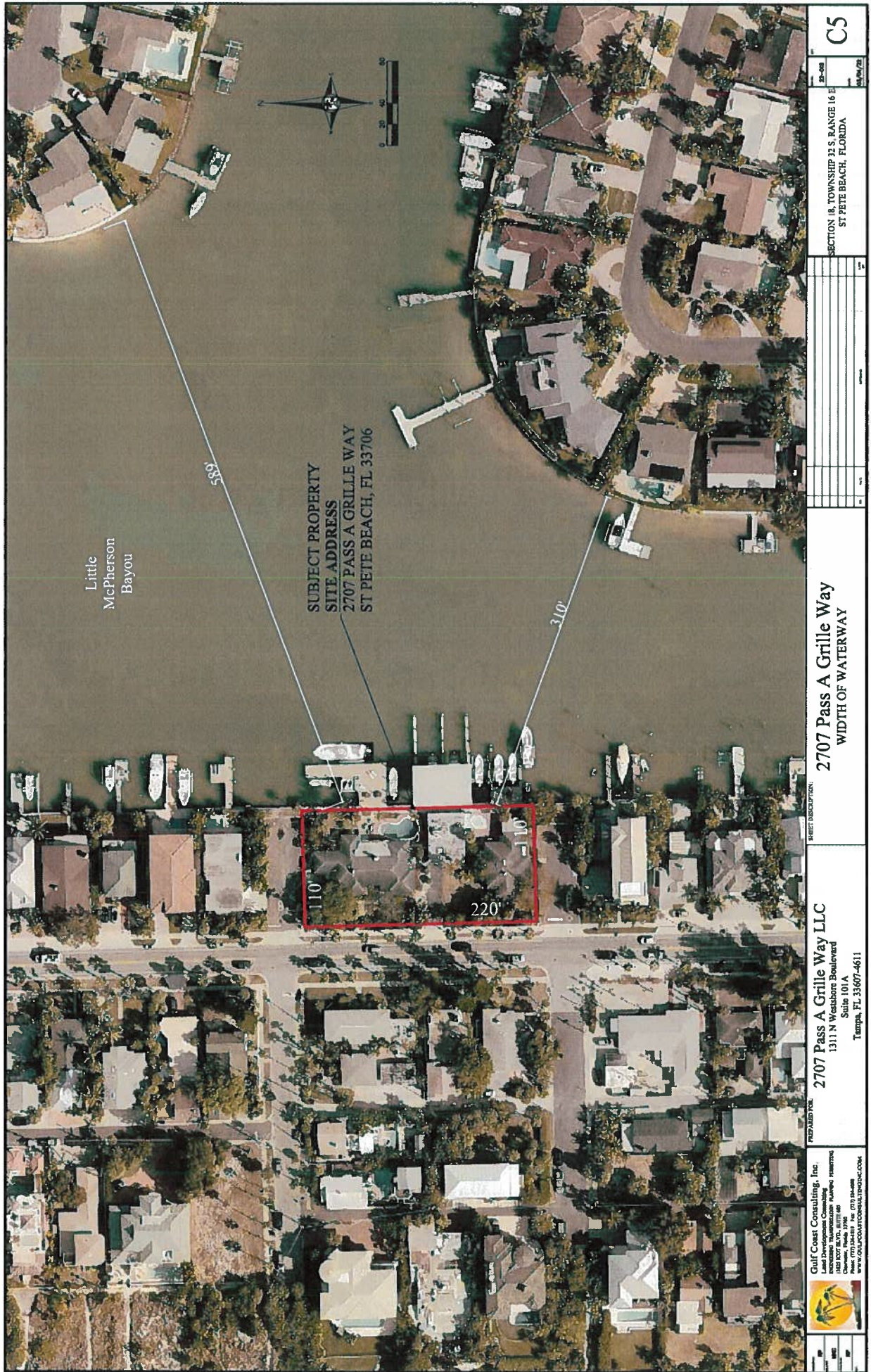
22-016
DATE: 03/04/2022
2707 PASS A CRUISE WAY



	Gulf Coast Consulting, Inc. ENGINEERING TRANSPORTATION PLANNING 1311 N. Westshore Boulevard Suite 101A Tampa, FL 33607-4611 Phone: (813) 344-1111 Fax: (813) 344-1111 www.gulfcoastconsulting.com	2707 Pass A Grille Way LLC 1311 N Westshore Boulevard Suite 101A Tampa, FL 33607-4611	2707 Pass A Grille Way EXISTING AERIAL	SECTION 18, TOWNSHIP 12 S. RANGE 16 E ST PETE BEACH, FLORIDA	C2
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 Gulf Coast Consulting, Inc. 11025 DIXIE BLVD., SUITE 101 TAMPA, FL 33613 Phone: (813) 244-1111 Fax: (813) 244-1112 www.gulfcoastconsulting.com	PREPARED FOR: 2707 Pass A Grille Way LLC 1311 N Westshore Boulevard Suite 101 A Tampa, FL 33607-4611	SUBJECT DESCRIPTION: 2707 Pass A Grille Way ADJACENT DOCKS	SECTION 18, TOWNSHIP 22 S, RANGE 16 E ST PETE BEACH, FLORIDA	C4
	DATE: 08/04/2011	DATE: 08/04/2011	DATE: 08/04/2011	DATE: 08/04/2011



		Gulf Coast Consulting, Inc. Land Development Consulting ENGINEERING TRANSPORTATION PLANNING SURVEYING 1301 BOY BLVD. SUITE 100 Tampa, Florida 33607 (813) 944-0888 WWW.GULFCOASTCONSULTING.COM		PREPARED FOR:		2707 Pass A Grille Way LLC 1311 N Westshore Boulevard Suite 101 A Tampa, FL 33607-4611		SHEET DESCRIPTION:		2707 Pass A Grille Way WIDTH OF WATERWAY		SECTION 18, TOWNSHIP 22 S. RANGE 16 E ST PETE BEACH, FLORIDA		C5			
DATE	10/1/2018	BY	JLH	CHECKED		DATE	10/1/2018	BY	JLH	CHECKED		DATE	10/1/2018	BY	JLH	CHECKED	

EXHIBIT D

THE “AS-BUILT SURVEY OF THE DOCK”

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

Issue Considered: Resolution 2022-15: Establishing the fiscal year 2023 proposed millage rate and scheduling public hearings for budget adoption.

Date: July 26, 2022

Prepared By: Vincent Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: Public hearings are scheduled for adoption of the fiscal year 2023 budget on Monday, September 12th and Wednesday, September 28th at 6:00 p.m. Prior to the public hearings, the Pinellas County Property Appraiser will mail Truth in Millage (TRIM) notices to residents, indicating the proposed millage rate being considered by the City of St. Pete Beach. Staff is requesting confirmation of the public hearing dates and direction on the millage rate to be advertised.

The proposed budget was developed based on the current rate of 3.1500 mills per \$1,000 of taxable value. This will generate \$1,573,090 in new revenue based on an increase in property values of 14.27%.

Staff recommends advertising the 3.1500 millage rate. This will allow the City to balance its budget and fund the projects identified in the capital improvement plan, as described in the FY 2023 proposed budget document. Staff will be further discussing the millage rate and the proposed budget at the July 20th workshop with the Finance and Budget Review Committee and the July 25th workshop with the City Commission.

Requested Motion: “I move to approve Resolution 2022-15.”

Attachment: Resolution 2022-15

**Reviewed by the
City Manager:** -----

RESOLUTION 2022-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE FISCAL YEAR 2023 PROPOSED MILLAGE RATE; SCHEDULING PUBLIC HEARING DATES FOR BUDGET ADOPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed fiscal year 2023 budget has been delivered to the City Commission.

WHEREAS, the City of St. Pete Beach must notify the Pinellas County Property Appraiser's Office of its proposed millage rate and first public hearing schedule prior to August 4, 2022.

WHEREAS, the City Commission intends to advertise a millage rate of 3.1500.

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

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

SECTION 2. The fiscal year 2023 millage rate shall not exceed 3.1500 mills per \$1,000 of taxable value.

SECTION 3. Public hearings related to the fiscal year 2023 budget adoption process are hereby scheduled for Monday, September 12th at 6:00 p.m. and Wednesday, September 28th at 6:00 p.m.

SECTION 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2022.

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

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Review of Draft Resolution 2022-13: Public Meeting Rules and Procedures

Date: July 26, 2022

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: On April 12, 2022, the City Clerk held a workshop to discuss reviewing the current rules and procedures for Commission meetings. Changes have been made to include the board and committee meetings.

The following changes were made:

- Section 2: Workshops and Special Meetings
- Section 7: Preparation of Agenda & Order of Business
 - o Outlines when the items for agendas are provided to City Clerk
 - o Establishes when agenda packets will be electronically available
 - o Order of business reflects what is currently being done and includes the approval of the agenda
- Section 8: Rules of Debate
 - o Included two turns per topic with a maximum of 10 minutes per turn to debate an item
 - o Included no debate a second time until everyone else has had a turn to speak about an item at least once
- Section 9: Rules for Public Comment
 - o Speaker card submittal
 - o No back and forth discussion
 - o Decorum
 - To refer to what orderly conduct and decorum looks like and what is prohibited
- Section 10: Parliamentary Procedure
- Section 11: Suspension and Construction of

Rules

- Section 12: Adjournment
 - o No meeting shall continue past 10:00 pm without approval of the majority of members present

Funding: NA

Requested Motion: No motion is needed, this is for review before adoption at the August 9, 2022 City Commission meeting.

Attachments:

1. 04122022 CC Workshop Minutes
2. Res 2022-13 Rules of Procedure
3. Resolution 2022-13 - Exhibit A

City Commission Workshop

April 12, 2022

3:30 p.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor

Ward Friszolowski, Commissioner, District 3

Chris Graus, Vice Mayor, Commissioner, District 1

Mark Grill, Commissioner, District 2

Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Matthew McConnell, Assistant City Attorney

City Attorney Andrew Dickman, City Attorney (via telephone)

Vince Tenaglia, Assistant City Manager

Amber LaRowe, City Clerk

Ginny Keeter-Bodkin, Deputy City Clerk

Mayor Johnson called the workshop to order at 3:30 p.m. followed by the Pledge of Allegiance.

1. DISCUSSION AND PRESENTATION

a. Rules of Procedure: Commission Meetings

City Clerk Amber LaRowe made a presentation to the Commission on rules of procedure for the conduct of Commission meetings. The presentation included a discussion of Resolution 2014-04 that currently governs the procedures of Commission meetings. Other information included Statutes, Parliamentary Procedure Training, and research on other Pinellas County municipalities. A copy of the presentation is made a part of the record.

Discussion regarding City Clerk recommendations:

- Public comment cards; consensus was to continue using them.
- Consensus was to continue with a three-minute public comment time allotment with no extensions
- Consensus was to cap organizational public comment at 10 minutes (at least 4 members of that organization must be present)
- Mayor or City Manager may delegate staff or others for follow up on public comments
- Add statement "The City recognizes... meetings in the public, not of the public" to resolution
- Consensus was to continue submitting agenda items 14 days prior to meetings and agenda published 5 days prior
- Order of Agenda - Place Roll Call after the Pledge of Allegiance; add Approval of Agenda
- Mayor may add reminder that public comment is not a dialogue (business meeting in, not of, the public)
- Clapping prohibited unless for recognitions
- Political t-shirts – research restrictions with legal team
- Workshops on in-depth items and/or ordinances; City Manager would guide when to recommend and poll Commissioners
- No meeting to extend beyond 10:00 PM; add verbiage to resolution
- Advisory Boards and Committees may consider adoption of the rules or Commission may direct to do so

Assistant City Attorney McConnell mentioned Resolution 2010-11, which relates to quasi-judicial hearings; it has not been updated and the legal team requested permission to make adjustments now and add reference in this resolution that procedures may be amended for quasi-judicial proceedings.

2. ADJOURNMENT

The meeting was adjourned at 5:09 PM.

MINUTES APPROVED: MAY 10, 2022

A handwritten signature in cursive script, appearing to read "Ala Rowe".

AMBER LAROWE
CITY CLERK

A handwritten signature in cursive script, appearing to read "Alan Johnson".

ALAN JOHNSON
MAYOR

RESOLUTION 2022-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS AND BOARD AND COMMITTEE MEETINGS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach City Charter and Code of Ordinances requires the City Commission and its Boards and Committees to adopt rules of procedure.

WHEREAS, the City Commission of the City of St. Pete Beach hereby adopts the Rules of Procedure for City Commission meetings and Board and Committee meetings as “Attachment A” provided herewith.

WHEREAS, this resolution supersedes all previously adopted resolutions of rules of procedure for City Commission meetings, including Resolution 2014-04.

WHEREAS, these Rules of Procedure are intended to govern all Commission, Board and Committee meetings, unless different procedures are specifically provided for in the City Charter, Code, State or Federal Statute.

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 adopts the attachment labeled “Attachment A” as the Rules of Procedure for City Commission meetings and Board and Committee meetings.

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 _____, 2022.

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

DRAFT

SECTION ONE (1) REGULAR MEETINGS:

a. TIME FOR COMMISSION:

The City Commission of the City of St. Pete Beach shall hold regular meetings on the second and fourth Tuesday of each month at the hour of 6:00 p.m. Meetings may be rescheduled by a majority vote of the Commission, as long as a minimum of two meetings occur in each month pursuant to the City's Charter. When the day fixed for any regular meeting of the Commission falls on the date designated by law as a legal or national holiday or shall fall upon some commemorative day designed locally or upon a day of local emergency, such meetings shall be held at the same hour on the next succeeding business day.

b. TIME FOR BOARD/COMMITTEES:

Each Board and Committee of the City of St. Pete Beach shall hold regular meetings as outlined in Chapter 22 of the City of St. Pete Beach's Code of Ordinances.

c. PLACE:

All meetings of the Commission, Boards and Committees shall be held in the City Hall Commission Chambers located at 155 Corey Avenue, St. Pete Beach, Florida or in some other duly designated location.

SECTION TWO (2) WORKSHOPS & SPECIAL MEETINGS:

Workshops may be held upon the request of the Commission, Board, Committee or Charter Official. Notice of said Workshop must be posted at City Hall no less than seventy-two (72) hours from the date of the Workshop.

Special meetings may be held upon the call of the Mayor-Commissioner. Notice must be posted no less than twenty-four (24) hours prior to said Special meeting. Notice shall be sent to each commission member and posted at City Hall. Special meetings held as a result of a State of Emergency may be called within twenty-four (24) hours of said meeting and Notice will be provided accordingly.

SECTION THREE (3) PRESIDING OFFICER/CHAIR-DUTIES:

The Presiding Officer of the Commission shall be the Mayor or in his/her absence the Vice Mayor. The Presiding Officer shall preserve strict order and decorum at all meetings of the Commission. He/she shall state every question coming before the Commission, announce the decision of the Commission on all subjects and decide all questions of order; subject, however, to an appeal to the Commission upon such questions in which a majority vote of the Commission shall conclusively govern and determine such question of order. He/she shall vote on all questions, his name being called last.

Each Board and Committee shall appoint a Chair and Vice Chair annually. The Chair shall preserve strict order and decorum at all meetings. He/she shall stay every question coming before the Board or Committee, announce the decision of the Board or Committee on all subjects and decide all questions of order; subject, however, to an appeal to the Board or Committee upon such questions in which a majority vote of the Board or Committee shall conclusively govern and determine such question of order. He/she shall vote on all questions,

their name being called last.

SECTION FOUR (4) QUORUM:

A majority of the Commission, Board or Committee shall constitute a quorum; but a small number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the Commission, Board or Committee. No action of the Commission, Board/Committee shall be taken except as otherwise adopted by the affirmative vote of the majority of a quorum present, except for the Board of Adjustment which shall require 3 votes for every item heard, pursuant to Chapter _____ of the City's Code of Ordinances.

SECTION FIVE (5) CALL TO ORDER- PRESIDING OFFICER/CHAIR:

The Mayor or in his/her absence, the Vice Mayor, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Commission hearing to order. In the absence of the Mayor and Vice Mayor, a Temporary Chairman shall be selected by the members of the Commission present, and the City Clerk shall call the Commission hearing to order. Upon arrival of the Mayor or Vice Mayor, the Temporary Chairman shall immediately relinquish the chair upon the conclusion of the item presently before the Commission.

The Chair or in his/her absence, the Vice Chair, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Board/Committee meeting to order. In the absence of the Chair and Vice Chair, , a Temporary Chairman shall be selected by the members of the Board/Committee present, and the Clerk for the Board shall call the meeting to order. Upon arrival of the Chair or Vice Chair, the Temporary Chairman shall immediately relinquish the chair upon the conclusion of the item presently before the Board/Committee.

SECTION SIX (6) ROLL CALL:

Before proceeding with the business of a Commission, Board, or Committee meeting, the City Clerk or Clerk for the Board shall call the roll of the members and the names of those present shall be entered into the minutes.

SECTION SEVEN (7) PREPARATION OF AGENDA & ORDER OF BUSINESS:

a. PREPARATION OF AGENDA FOR COMMISSION:

Items for the Commission Agenda shall be provided to the City Clerk 14 calendar days prior to the meeting. Commission Agenda packets will be in electronic format and posted to the City's website 5 calendar days prior to the scheduled meeting except when legally observed holidays or exigent circumstances delay the distribution. Updates or changes to the agenda materials may be placed on the dais and made available to the public prior to or at the regularly scheduled Commission meetings.

b. PREPARATION OF AGENDA FOR BOARDS/COMMITTEES:

Items for Board or Committee Agendas shall be provided to the City Clerk 7 calendar days prior to the meeting. Board and Committee Agenda packets will be in electronic format and posted to the City's website 5 calendar days prior to the scheduled meeting except when legally

observed holidays or exigent circumstances delay distribution. Historic Preservation Board agendas are posted 10 calendar days prior to the scheduled meeting.

c. ORDER OF BUSINESS:

All meetings of the Commission and Board/Committee shall be open to the public, except those that are exempt under Florida Statute. On the day of each meeting, the members of the Commission, Board, or Committee shall take their regular places and the business of the day shall be taken up for consideration and disposition in the following order.

1. Call to Order.
2. Pledge of Allegiance
3. Roll Call
4. Presentations
5. Approval of the Agenda
6. Non-Agenda Item Public Comment
7. Consent Agenda
8. Regular Meeting Items
9. Reports of Elected/Appointed Officials and Charter Officers
10. Adjournment.

As an effective procedure to handle routine matters expeditiously, a consent agenda shall be used whenever possible. All items on the consent agenda will be enacted by one motion at the regular meeting. Items may be removed from the consent agenda during "Approval of the Agenda" for further discussion, changes, and/or anticipation of a non-unanimous vote.

SECTION EIGHT (8) RULES OF DEBATE:

a. DEBATE:

Action on items before the Commission, Board, or Committee shall be commenced without necessity for an oral motion by any Commission, Board, or Committee member. The item can be opened at any time by the Presiding Officer/Chair for discussion. At the conclusion of discussion, action shall be concluded by a roll call vote or voice vote. The Commission, Board, or Committee member making or seconding the motion being voted on shall not be required to vote in favor of said motion.

Each Commission, Board, or Committee member will have a maximum of two (2) turns with ten (10) minutes per turn to speak. No Commissioner or Board/Committee member shall speak a second time until all others have had a turn to speak.

b. PRESIDING OFFICER/CHAIR – DEBATE AND MOTIONS:

The Presiding Officer/Chair may vote, second and debate from the chair, subject only to any such limitation of debate as imposed by these rules of all members and shall not be deprived of any of the rights and privileges of a Commissioner or Board/Committee member by reason of his acting as Presiding Officer/Chair.

c. OBTAINING THE FLOOR – IMPROPER REFERENCE TO BE AVOIDED:

Every member of the Commission, Board, or Committee desiring to speak shall address the Presiding Officer/Chair and upon recognition of the Presiding Officer/Chair shall confine himself/herself to the question under debate, avoiding all personalities and indecorous language. Each member of the Commission, Board, or Committee must maintain candor towards each other.

d. INTERRUPTIONS:

A member of the Commission or Board/Committee, once recognized, should not be interrupted when speaking unless it is to call him/her to order or as herein otherwise provided. If a member of the Commission or Board/Committee, while speaking is called to order, he/she shall cease speaking until the question of order is determined; if such question is determined to be in order, he/she shall be permitted to proceed.

e. WITHDRAW OF MOTIONS:

Any motion before the Commission or Board/Committee may be withdrawn at any time prior to a vote being taken thereon by the Commissioner or Board/Committee member making the motion, upon agreement by the Commissioner or Board/Committee member seconding the motion to withdraw his/her second.

f. AMENDING OF MOTIONS:

At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Commission or Board/Committee shall, at the conclusion of discussion, first vote on the amended motion and then upon the original motion as amended. An amending motion may be withdrawn in the same manner as set forth in sub-paragraph (e) above.

g. MOTION TO RECONSIDER:

A motion to reconsider any action taken by the Commission or Board/Committee may be made only on the day such action was taken. It may be made either immediately during the same session or at a recessed or adjourning session thereof. Such motion must be made by one on the prevailing side but may be made at any time and have precedence over all other motions or while a member of the Commission or Board/Committee has the floor; it shall be debatable. Nothing herein contained shall be construed to prevent any member of the Commission or Board/Committee from making or remaking the same or any other motion at a subsequent meeting of the Commission or Board/Committee.

h. VOTING CONFLICT:

No member of the Commission or Board/Committee who is present at any meeting at which an official decision, ruling, or other official action is to be taken or adopted may abstain from voting in regard to such decision, ruling or act, and a vote shall be recorded or counted for each member present except when, with respect to such member, there is, or appears to be a possible conflict of interest under the provisions of Chapter 112, Florida Statutes. In such cases, such members shall comply with the disclosure requirement as governed by the Florida Statutes.

SECTION NINE (9) RULES FOR PUBLIC COMMENT:

These rules shall govern the conduct of persons attending all public meetings. These rules shall not apply to employees or agents of the City who are present at the meeting for the purpose of reporting on an agenda item or other subject that the Presiding Officer or the Commission determines is appropriate.

The City recognizes the importance of protecting the right of its citizens to express their opinions on the operation of City government and encourage citizen participation in the local government process. The City Commission and Boards/Committees recognize that meetings are held in the public and are not of the public; this means that the City Commission and Boards/Committees also recognize the need to conduct orderly and efficient meetings in order to complete City business in a timely and proper manner.

a. **INTENT:**

These rules are intended in part to implement Section 286.0114, Florida Statutes, which requires that the parties be given a reasonable opportunity to be heard on a proposition before a board or commission.

b. **RECOGNITION:**

- Anyone wishing to make a public comment during any public meeting shall complete a speaker card and turn it into the City Clerk/Clerk for the Board. Once called, the speaker shall come to the podium and state their name and address for the record. No person shall be recognized to comment on an agenda item until the Presiding Officer/Chair opens the item for public comment.
- No person shall be permitted to enter into any discussion with a member of the Commission or Board/Committee. The Commission may discuss a matter, assign it to a Committee, or refer it to the City Manager/Clerk for review and comment.
- All remarks shall be made to the Commission or Board/Committee through the Presiding Officer or Chair.
-

c. **TIME LIMIT:**

- A person is limited to three (3) minutes for public comment on any one agenda item.
- If speaking on behalf of an organization, members of the organization must be present. The spokesperson shall be allowed ten (10) minutes if there are a minimum of four (4) members present.
- The City Clerk/Clerk for the Board shall be responsible for keeping the time and the Presiding Officer/Chair shall advise the person when their time has run out.
-

d. **DECORUM:**

It shall be prohibited for any person to disturb or interrupt any meeting or otherwise fail to comport with the Rules and Procedures herein. The use of obscene or profane language, physical violence, or the threat thereof, or other loud and boisterous behavior is prohibited.

Clapping, applauding, heckling or verbal outburst in support or opposition to a speaker or his/her remarks is prohibited. A failure to comply with any lawful decision of the Presiding Officer/Chair shall constitute a disturbance and that person shall be declared out of order and She/he shall relinquish the podium immediately. If the person does not do so, she/he is subject to removal from the Commission Chambers and/or the location of said meeting.

e. SIGNS, PLACARDS, BANNERS:

For public safety purposes, no signs or placards mounted on sticks, posts or similar structures shall be allowed in the City Commission meeting rooms. Other signs, placards, banners, shall not disrupt meetings or interfere with others' visual rights.

f. CAMERAS:

The City reserves the right to designate the placement of video, still or phone cameras within the Commission Chamber to minimize disruptions at the public meeting. The use of cell phones in the Commission Chamber is not permitted. Ringers must be set to silent mode to avoid disruption of proceedings. Individuals, including those on the dais, must exit the Commission Chamber to answer incoming cell phone calls.

g. PENALTY:

Any person determined by the Presiding Officer to be in violation of these rules, or engaging in acts that are deemed, by the Presiding Officer or Chair, to be a nuisance, a personal attack on any member of the Commission or Board/Committee member, or to interfere with the orderly conduct of business at the meeting, then, in that event, the Presiding Officer or Chair may direct the person to leave the meeting or public building for the duration of the meeting. Any person who fails to obey an order of the Presiding Officer or Chair may be removed by a law enforcement officer.

h. ENFORCEMENT:

The Presiding Officer shall be responsible for the enforcement of these rules.

SECTION TEN (10) PARLIAMENTARY PROCEDURE:

As appropriate, Robert's Rules of Order may be used as a guide when conducting public meetings.

SECTION ELEVEN (11) SUSPENSION AND CONSTRUCTION OF RULES:

These rules may be amended or temporarily suspended at any public meeting with an affirmative vote of the majority of members present. These rules are for the efficient and orderly conduct of Commission and Board/Committee business only; no violation of such rules shall invalidate any action of the Commission or Board/Committee when approved by a majority vote required by law.

SECTION TWELVE (12) ADJOURNMENT:

No meeting shall be permitted to continue beyond 10:00 p.m. without approval of a majority of the members present. A new time limit must be established before taking a vote to extend the meeting. In the event that a meeting has not been closed or continued by a vote prior to 10:00 p.m. the items not acted on are to be continued to the next regular scheduled meeting, unless State Law requires hearing at a different time or unless the Commission, Board, or Committee, by a majority vote of the members present, determines otherwise.