



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, August 23, 2022
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations -
 - a. **Proclamation: Arbor Day Designation**
2. Approval of the Agenda -
Action Request: Motion to approve the August 23, 2022 City Commission 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. **August 9, 2022 City Commission Workshop Minutes and 6:00 PM Meeting Minutes**
 - b. **Re-Appointment to the General Employees' Pension Board of Trustees**
 - c. **Ratification of the 5th Trustee to General Employees' Pension Board of Trustees**
 - d. **Authorize the City Manager to Execute the Agreement with Joe Payne, Inc. dba JPI for Building Department Services**

5. Resolutions -

a. Resolution 2022-16: Appointment to Forward Pinellas

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, RECOMMENDING APPOINTMENT OF A MEMBER TO THE PINELLAS PLANNING COUNCIL/FORWARD PINELLAS; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2022-16 to confirm the appointment of Mayor Alan Johnson to the Forward Pinellas Board for a two-year term.

6. Items for Discussion -

7. City Clerk, City Manager, City Attorney and City Commission Reports -

8. Adjournment

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

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

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

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

**The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall or www.stpetebeach.org.**



PROCLAMATION

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees – wherever they are planted – are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Al Johnson, Mayor of the City of St Pete Beach, do hereby proclaim, the last Friday in April as **ARBOR DAY** in the City of St Pete Beach, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

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 23rd day of August, 2022

Alan Johnson, Mayor

DRAFT
City Commission Workshop
August 9, 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 – arrived at 4:35 PM

STAFF PRESENT:

Alex Rey, City Manager
Matthew McConnell, Assistant City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer

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

1. DISCUSSION AND PRESENTATION

a. Beach Ordinance

Jennifer McMahon, Chief Operating Officer, made a presentation to the Commission. This presentation is made a part of the record. She explained that the presentation begins where the Commission last left off at the July 12th Workshop.

The presentation discussed:

- Vehicles on the Beach - Current:
 - Only allowed with an approved permit by City to include Public Works, Public Safety, Permitted Commercial Services, Special Events, Mechanical Beach Cleaning
 - Driving on beach related to concessions – Land Development Code Sec. 6.12(3)
- Vehicles on the Beach – Proposed:
 - No fueling any watercrafts or equipment on the sand beach and no storage of fueling containers
 - Discussion:
 - Electric vehicle time frame
 - Public safety designated drive area – high density areas
 - Possible lane near the dunes or as high on the sand beach as possible
 - Regulate vehicle size discussion
 - ATVs & Gators unless an emergency
 - Should the City have a designated beach patrol so as to have less cars/trucks on the beach
 - Weekend patrol could be designated to just the beach and use an ATV
 - Private businesses using vehicles on their own property and/or crossing over onto public or other private property
- Special Events - Current:
 - Permit only and may allow alcohol and food
 - Beach weddings need beach wedding permit
- Special Events - Discussion:
 - Rental fees on the beach (i.e. class or volleyball tournament)
 - Commission agreed that this should be consistent with those who have an event in a park,

the park event must pay the park rental fee so should a beach event

- Businesses on the beach – treat like beach wedding (permit and fee)
 - Commission agreed that businesses using the beach should be treated just like a beach wedding who pays to use the beach
 - Regulation of types of businesses who can “rent” the beach?
 - Additional insurance naming the City of St. Pete Beach as an additional insured
- Sea Turtle Protection - Current:
 - Division 44 Land Development Code
 - No changes
- Sea Bird Protection - Proposed:
 - No harassing, harming, hunting, killing, etc.
 - List of protected birds
- Dune Protection – Current:
 - Section 25.5 & 25.9 Land Development Code
 - Permit from City and the Department of Environmental Protection if requesting to alter any dune or naturally occurring accrued sand
- Commercial Property Cabana Service Areas – Current:
 - Serving alcohol must
 - Permit
 - Active Business Receipt Tax
 - Clear identified boundaries with site plan review
 - Alcohol must remain in cabana
 - Must be 75 ft from an abutting residential property line
 - Guests must wear easily identifiable wrist band
 - Cabana hours 10am-10pm
 - Employees and servers must be easily identified as associated with Transient Lodging Facility
 - Cabana service must be no closer than 50 feet to the wet sand
- Commercial Property Cabana Service Areas – Proposed:
 - Density of cabana
 - Based on survey of property lines
 - Example of Postcard Inn map was displayed in the presentation
 - Limit number of rows each property can have
 - Discussion about:
 - Uniform cabanas
 - Placed in designated use when actually being used
 - 25-foot buffer to property lines
 - Put away each night
 - Renewal each year should be closely monitored with Transient Lodging Facility having a staff meeting to review following guidelines, etc.
 - Renewal of cabana permits on a uniform timeline, i.e. December 31st expiration with a January 1 renewal regardless when receive permit
- Beach Maintenance Regulations – Current:
 - Section 94-101 and 94-102 of Land Development Code
- Recap from July 12th Workshop & today:
 - Cabanas can only be placed out in designated area when in-use or reserved
 - Cabanas must be brought up each night
 - Cabana density regulations
 - Sea bird protection
 - No fueling watercrafts or equipment on sand beaches and no storage of fuel containers on sand

beach

- Commission would rather the implementation of safety measures as opposed to prohibition
- No Styrofoam
- No fishing allowed within any marked swim zone
 - Commission would prefer fishing only between 6:00 am-9:00 am
- No smoking (no filtered cigarettes)
 - Commissioner Grill is opposed to this and stated it should be enforced via the littering ordinance
 - City Manager Rey stated that the main reason that the State of Florida signed this into law is for second hand smoke
 - Attorney McConnell stated that the law only applies to filtered cigarettes, not vaping, unfiltered cigarettes, or cigars
- No micromobility
- No bicycles
 - Commission would prefer bicycles only between 2 hours before sunrise and 2 hours after sunset
 - Commissioner Grill opined that bicycles should be allowed and requested staff review options to allow bicycles that is not necessarily time driven
 - Mrs. McMahon suggested permits for residents only with specific regulations that the resident must sign off on
- Vehicles on the beach
 - Designated lane
 - Mrs. McMahon will do more research on this
 - Electric vehicles only
 - Mrs. McMahon will do more research on this
 - Limit on size
 - Mrs. McMahon will do more research on this
- Business regulations or not allow
 - Will handle this like park rentals
 - Commissioner Pletcher is not a fan of business regulations on the beach like yoga, class, etc.
 - City Manager Rey mentioned various ways to handle some businesses or classes that use the beaches especially during certain designated times and treat businesses that are bringing tangible items (chairs, umbrellas, tents) differently via a permit
 - Mrs. McMahon will outline this
- Enforcement:
 - City staff responsibilities
 - Beach manager position
 - Code Enforcement responsibilities
 - Sheriff's Office responsibilities

Mayor Johnson adjourned the meeting at 6:05 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
City Commission Meeting
August 9, 2022
6:00 p.m.

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Alex Rey, City Manager
Matthew McConnell, Assistant City Attorney
Amber LaRowe, City Clerk
Jennifer McMahon, Chief Operating Officer
Michelle Gonzalez, Community Development Director

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

1. PRESENTATIONS

- a. Mayor Johnson presented a proclamation recognizing Chuck Newman and Michelle Gonzalez for recent career accomplishments.
- b. Mayor Johnson and the City Commission recognized City Lifeguards Annelise Knous, Ashley Font, and Ainsley Burke for recent lifesaving efforts they performed on duty.
- c. Brian Hunter, Florida Department of Transportation, discussed traffic data collection in the City.

2. CHANGES TO THE AGENDA

No changes.

3. AUDIENCE COMMENTS

Denise Chase, resident, requested the City Commission revisit the installation of the playground equipment at Hurley Park.

City Manager Alex Rey informed the Commission that there are no funds currently budgeted for FY2023 for a playground at Hurley Park. Staff performed research on the number of children in the area and there are no children identified under the age of nine in the Pass-A-Grille neighborhood. The Mayor would like to look at this item in the FY2023 upcoming budget discussion.

James Proctor, resident, spoke in opposition of the large tourist development in the City, mentioning Tradewinds development.

Theresa Schefstad, resident, commented on the fishing portion of the proposed beach ordinance as discussed at today's workshop meeting. She opined that fisherman are self-regulating and recommended that the City review the Fish and Wildlife Commission's ordinances/policies on fishing. She also commented on cabana rentals and asked the City to incorporate locking/chaining them together, so they are not removed during non-operating hours.

Laura Trivison, resident, spoke in opposition to the proposed parking lot or other development near Lido Park.

She expressed concerns about child and pedestrian safety as well as overall resident displeasure of the development of the lot.

Deb Schechner, resident, commented on the fishing prohibition in the beach ordinance as discussed at today's workshop meeting; she echoed Ms. Schefstad's comments regarding self-regulation. Ms. Schechner also commented on the playgrounds and the development occurring near Lido Park.

Nancy Schultz, resident, agrees with the banning of Styrofoam on the beaches and opined that businesses should be educated on that prohibition so they can decide on any changes they may want to make in their business model. She also opined that bicycles on the beach should not be regulated.

Betty Rzewnicki, resident, opined that bicycles should not be prohibited on the beaches.

4. CONSENT

- a. **City Commission Minutes: July 25, 2022 Budget Workshop and July 26, 2022 6:00 PM Meeting**
- b. **Renewal of Interlocal Agreement with Forward Pinellas for Planning, Mapping, and Special Project Assistance**
- c. **Authorize the City Manager to enter into an Agreement with Forward Pinellas for a Complete Streets Visioning Study in the Downtown Core and to expend funds in the amount of \$65,000.**
- d. **Authorization to enter into an Agreement with Forward Pinellas for a Gulf Boulevard Conceptual Alternatives and Safety Study to expend \$65,000 from the Mobility Fund**
- e. **Wastewater/Stormwater Equipment Sharing ILA**
- f. **Purchase Toro Sand Pro**

Commissioner Grill requested the removal of items b, c, d, and f for further discussion.

Motion: Commissioner Friszolowski moved, Vice Mayor Graus seconded, and the motion carried 5-0 approve items a and e of the August 9, 2022 Consent Agenda as presented by the City Manager.

4.b. c. and d. Forward Pinellas Agreements Discussion:

Commissioner Grill commented on these agreements and questioned why the City could not hire Kimley-Horn directly to complete the Gulf Boulevard Conceptual Alternative and Safety Study.

City Manager Rey addressed item b. first, explaining that this Agreement allows the City to use Forward Pinellas staff to provide planning and mapping services as needed.

Michelle Gonzalez, Community Development Director, discussed item c. stating that the City applied for a grant to do the study along Corey Avenue and the surrounding area. The City was awarded the grant amount of \$35,000.00 from Pinellas County with a commitment of \$30,000.00 made by the City in the grant application. She followed her discussion of item c. with a discussion of item d. explaining that the amount of \$65,000.00 is for the City portion of the study, not Treasure Island. The reason Treasure Island is identified in the documents in the agenda is to inform the City that Treasure Island will be undergoing a similar study along Gulf Boulevard.

Deb Schechner, resident, commented on the traffic studies of item c and item d stating that this has been going on for years.

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

carried 5-0 to approve the Amendment to the Forward Pinellas Interlocal Agreement for planning, mapping, and special project services as approved by the Forward Pinellas Board and authorize the City Manager and Mayor to execute the Agreement.

Motion: Commissioner Grill moved, Vice Mayor Graus seconded, and the motion carried 5-0 to authorize the City Manager to execute the Agreement with Forward Pinellas for a Complete Streets Visioning Study and to expend funds in the amount of \$65,000.00.

Motion: Commissioner Pletcher moved, Vice Mayor Graus seconded, and the motion carried 5-0 to authorize the City Manager to execute the Agreement with Forward Pinellas for the Gulf Boulevard Vision Zero Safety Study and to expend \$64,635.00 in funds from the Mobility Fund.

4.f. Purchase of Toro Sand Pro Discussion:

Commissioner Grill questioned why the City needs a Sand Pro machine for two ball fields. City Manager Rey explained that the Sand Pro is used to till the clay and it is too cumbersome to move the machines from one field to another across town. Putting the machines on a trailer is a very difficult task. The clay needs to be tilled 1-2x a week. Mr. Rey stated that the City can look to contracting this service but is unsure if it will be of saving to the City. Jennifer McMahon, Chief Operating Officer, stated that City staff takes a lot of pride in the fields and enjoys the responsibility of tilling and maintaining them.

Deb Schechner, resident, opined that the City should be investing in one machine per field due to the excessive need to till for games and safety.

Motion: Vice Mayor Graus moved, Commissioner Grill seconded, and the motion carried 5-0 to authorize the City Manager to purchase a Sand Pro 3040 in the amount of \$27,474.01 from Wesco Turf that will be assigned to the Parks Division.

5. ACTION ITEMS

a. Rileighs Outdoor, LLC. Holiday Decorations Proposal

Mrs. McMahon explained that the City signed a 5-year lease with Clarks Sales Display for City wide decorations in 2017 as part of a piggyback with Treasure Island; Clarks Sales Display is now Rileighs Outdoor, LLC. The City of Treasure Island renewed their agreement with Rileighs Outdoor, LLC in June. Based on that renewal, staff is recommending waiving the bid process and piggyback with Treasure Island to approve this year's proposal for \$76,880.00.

Commissioner Grill is not in favor of this proposal and suggested a citizen committee be formed to discuss what the citizens would like to see with a reasonable budget. He stated that there may be another company out there that is comparable but more affordable.

Commissioner Pletcher appreciates the décor and opined that if the City were to reduce the displays there would be a lot of negative feedback.

Deb Schechner, resident, wants to make sure the City gets the best decorations. She opined a different company may be available to provide decorations at a lesser price. She also suggested that the hoteliers could invest funds towards the décor since having decorations entices more tourism during the holidays.

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

carried 4-1 to authorize the City Manager to piggyback on the City of Treasure Island Agreement and approve Rileighs Outdoor proposal in the amount of \$76,880.00 for City wide holiday decorations. Commissioner Grill voted no.

b. **License Agreement with Don CeSar Property Owners Corporation (DCPOC) for Emergency Access**
Matthew McConnell, Assistant City Attorney, stated that the attached Agreement allows the City to continue utilizing a portion of DCPOC's real property for purposes of ingress and egress to the sandy beach at approximately 35th Street for the City's police and fire emergency rescue vehicles. The City will be permitted to use the property for an initial term of five years with two additional five-year renewal terms without any financial compensation.

Motion: Commissioner Friszolowski moved, Vice Mayor Graus seconded, and the motion carried 5-0 to approve the License Agreement with DCPOC and authorize the City Manager to execute same.

6. RESOLUTIONS

a. 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 AND PROCEDURE FOR CITY COMMISSION MEETINGS AND BOARD AND COMMITTEE MEETINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

Amber LaRowe, City Clerk, informed the Commission that there have been no changes since presented at the last meeting.

Amy Auerbach, resident, expressed displeasure with public comment emails not being read aloud and into the record of meetings. She also opined that current public comment measures, i.e., email submissions, voicemails, and videos, be codified into the Resolution so that they are not taken away without the public being made aware.

Mrs. LaRowe addressed reading of emails into the record. She explained that in her career, it is not best practice to read emails and that is not something that her nor her staff will take on. Any emails submitted is sent to the Commission as soon as it is received and placed into the meeting record. She stated that emails are personal and reading them is a personal experience; her and her staff will not be able to convey accurate tone and passion. Sometimes several emails are received before a meeting and reading that will take a lot of staff time.

Mrs. LaRowe also addressed the current public comment measures stating that the current methods were established during her tenure and as long as she is the City Clerk, these measures will stay or improve as technology allows for better public participation.

Motion: Vice Mayor Graus moved, Commissioner Grill seconded, and the motion carried 5-0 to adopt Resolution 2022-13.

7. ITEMS FOR DISCUSSION

a. Registered Voters per City district as provided by the Pinellas County Supervisor of Elections

Mrs. LaRowe stated that according to Chapter 38 of the City's Code of Ordinance, the City Commission shall readjust such boundaries so that the number of qualified electors residing in such district shall be as nearly even in number as practicable. Mrs. LaRowe reminded the Commission of the conversation she had earlier this year with a resident of the Don CeSar Place neighborhood and how the neighborhood is split between District 3 and

District 4; this is outlined on the attached map.

The Commission discussed the map and qualified electors and stated that it is mostly even as practicable and recommends no change at this time.

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

Alex Rey, City Manager—discussed two handouts – one of zoning districts in the City and one of pothole locations and planned repair; a copy of the handouts are made a part of the record. Mr. Rey stated that they will be made available on the City’s website.

Mr. Rey discussed the conference he attended last week where he met with a vendor who creates street signs with PVC that attach to current poles, the look is very similar to the look the City has and for less cost. He will have one installed for comparison.

He discussed the CIP Budget Workshop that was being proposed for the end of this month and suggested, instead, that the Commission reviews and ranks the projects on their own and then have a brief meeting to discuss them before the September Budget Meeting.

Vice Mayor Graus—appreciates the positive start to the meetings.

Commissioner Grill—mentioned that he will be attending the Florida League of Cities Annual Conference this week.

Commissioner Friszolowski—commented on the kayak business that is not an allowable use and is being addressed.

Commissioner Pletcher—discussed the recent Historic Preservation Board meeting that discussed the Pass-A-Grille overlay. Staff and the consultant have put together great educational tools and information to help the Board become better educated and informed.

Mayor Johnson adjourned the meeting at 8:29 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Re-Appointment to the General Employees' Pension Board of Trustees

Date: August 23, 2022

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: Trustee Laura Williamson's term will expire in October 2022; she would like to continue serving on the Pension Board. Ms. Williamson's term is for two years and will expire in 2024.

Funding: NA

Requested Motion: I move to re-appoint Laura Williamson to the General Employees' Pension Board of Trustees for a term expiring in 2024.

Attachments: 1. RE_ St. Pete Beach General - Trustee Appointments

From: [Chrissy Stoker](#)
To: [Amber LaRowe](#); [Ginny Bodkin](#)
Cc: [Kim Kilgore](#); [Janice Daigle](#); [Vincent Tenaglia](#)
Subject: RE: St. Pete Beach General - Trustee Appointments
Date: Monday, August 1, 2022 3:02:55 PM
Attachments: [image004.png](#)
[image005.png](#)
[image014.png](#)
[image016.png](#)
[image017.png](#)
[image018.png](#)
[image019.png](#)
[image021.png](#)
[image022.png](#)
[image023.png](#)

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Amber,

Thank you for your prompt response! I will follow up with you on August 24. Have a great day!

Thank you,
Chrissy

Chrissy Stoker, Plan Administrator

Cape Coral Office

2503 Del Prado Blvd. S.
Suite 502
Cape Coral, FL 33904

Tampa Office

17425 Bridge Hill Ct
Suite 201
Tampa, FL 33647

Naperville Office

184 Shuman Blvd.
Suite 305
Naperville, IL 60563

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From: Amber LaRowe <cityclerk@stpetebeach.org>

Sent: Monday, August 1, 2022 2:31 PM

To: Chrissy Stoker <Christine.Stoker@foster-foster.com>; Ginny Bodkin <gbodkin@stpetebeach.org>

Cc: Kim Kilgore <Kim.Kilgore@foster-foster.com>; Janice Daigle <Janice.Daigle@foster-foster.com>; Vincent Tenaglia <vtenaglia@stpetebeach.org>

Subject: RE: St. Pete Beach General - Trustee Appointments

CAUTION: External email; exercise caution before clicking links, opening attachments or responding.

Thank you Chrissy

These will go before the Commission at their August 23rd CC meeting.

Thank you,



Amber LaRowe, MMC, CPM
City Clerk

📞 727-363-9220

✉️ alarowe@stpetebeach.org

🌐 www.stpetebeach.org

📍 155 Corey Avenue, St. Pete Beach
FL 33706



From: Chrissy Stoker <Christine.Stoker@foster-foster.com>

Sent: Monday, August 1, 2022 2:29 PM

To: Amber LaRowe <cityclerk@stpetebeach.org>; Ginny Bodkin <gbodkin@stpetebeach.org>

Cc: Kim Kilgore <Kim.Kilgore@foster-foster.com>; Janice Daigle <Janice.Daigle@foster-foster.com>;
Vincent Tenaglia <vtenaglia@stpetebeach.org>

Subject: St. Pete Beach General - Trustee Appointments

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Good afternoon Amber & Ginny,

Laura Williamson is a Commission-appointed trustee who is completing the term of Tim McLean, and her term will expire in October of 2022. Please submit Laura's name to the City Commission for consideration of her reappointment to the General pension board.

Secondly, the Board of Trustees has a new Member trustee, George Trausch. With the addition of George, the Board was able to select a 5th Trustee, and they have selected Tim McLean. Please also submit Tim's name to the City Commission for ratification of this appointment.

Lastly, please advise what date these appointments will go before the Commission so I may follow up with you after that date.

Thank you!
Chrissy

Chrissy Stoker, Plan Administrator

Cape Coral Office

2503 Del Prado Blvd. S.
Suite 502
Cape Coral, FL 33904

Tampa Office

17425 Bridge Hill Ct
Suite 201
Tampa, FL 33647

Naperville Office

184 Shuman Blvd.
Suite 305
Naperville, IL 60563

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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Ratification of the 5th Trustee to General Employees' Pension Board of Trustees

Date: August 23, 2022

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: The General Employees' Pension Board of Trustees recently met and appointed Tim McLean as the 5th Trustee to the Board. The Code of Ordinances outlines this trustee position as a nomination by the other four trustees of the Board and approved by the City Commission.

Funding: NA

Requested Motion: I move to ratify the appointment of Tim McLean as the General Employees' Pension Board Trustees fifth member.

Attachments:

1. City Code for Trustees
2. RE_ St. Pete Beach General - Trustee Appointments

Sec. 66-66. - Board of trustees.

- (a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this article is hereby vested in a board of trustees. The board shall be designated as the plan administrator for the system. The board shall consist of five persons as follows:
 - (1) Two legal residents of the city and who shall be appointed by the city commission at the first regularly scheduled meeting following the general election, or at the first regularly scheduled meeting after the city commission meeting where newly elected commissioners are sworn into office, whichever is later.
 - (2) Two employee members to be elected as provided in this section; and
 - (3) One public member who is nominated by the board and appointed by the city commission.
- (b) The regular term of office of each elected or appointed trustee shall be two years. The two trustees appointed by the city commission shall have staggered terms expiring in alternate years. Each member trustee may succeed himself if reelected as provided in this section.
- (c) Elective employee trustees shall be elected by vote of all members of the respective departments which come within the purview of this article at places designated by the board, of which all qualified members entitled to vote shall be notified in person or by written notice ten days in advance of the election. The two employee members who receive the highest number of votes for office shall be declared elected and shall take office immediately upon commencement of the term of office for which elected or as soon thereafter as he shall qualify therefor. An election shall be held not more than 30 days and not less than ten days prior to the commencement of the term for which a trustee is to be elected. The board shall establish and administer the nominating and election procedure for each election, and the board shall elect from among its members a chairman, and secretary.
- (d) If a vacancy occurs in the office of trustee, the vacancy shall be filled for the unexpired term in the same manner as the office was previously filled.
- (e) The trustees shall serve without compensation, but they may be reimbursed from the fund for all necessary expenses which they may actually expend through service on

the board.

- (f) Each trustee shall, within ten days after his appointment or election, take an oath of office before the city clerk that he will diligently and honestly administer the affairs of the board, and that he will not knowingly violate or willingly permit to be violated any provisions of the law applicable to the system. Such oath shall be subscribed to by the trustee making it and shall be certified by the clerk and filed in the office of the city clerk.
- (g) Each trustee shall be entitled to one vote on the board. Three affirmative votes shall be necessary for any decision by the trustees at any meeting of the board. A trustee shall have the right to abstain from voting as the result of a conflict of interest, provided that trustee complies with F.S. § 112.3143.
- (h) The board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the system. The compensation of all persons engaged by the board and all other expenses of the board necessary for the operation of the system shall be paid from the fund at such rates and in such amounts as the board shall agree. In the event the board chooses to use the city's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the board.
- (i) The duties and responsibilities of the board shall include but not necessarily be limited to:
 - (1) Construe the provisions of the system and determine all questions arising thereunder.
 - (2) Determine all questions relating to eligibility and membership.
 - (3) Determine and certify the amount of all retirement allowances or other benefits under this article.
 - (4) Establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system.
 - (5) Distribute to members, at regular intervals, information concerning the system.
 - (6) Receive and process all applications for benefits.
 - (7) Authorize all payments whatsoever from the fund and notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through

operation of the system and fund.

- (8) Have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the system.

- (9) Perform such other duties as are required to prudently administer the system.

(Code 1960, § 20-9; Ord. No. 81-51, §§ 1—3; Ord. No. 82-45, § 1; Ord. No. 82-46, § 1; Ord. No. 83-28, § 1; Code 1983, § 16-33; Ord. No. 92-22, § 3, 9-15-92; Ord. No. 00-02, § 1, 1-18-00; Ord. No. 03-24, § 1, 11-18-03; Ord. No. 04-08, §§ 1, 2, 5-11-04; Ord. No. 10-26, § 1, 9-28-10; Ord. No. 19-10, § 4, 7-23-19)

Cross reference— Boards, committees, commissions, ch. 22.

From: [Chrissy Stoker](#)
To: [Amber LaRowe](#); [Ginny Bodkin](#)
Cc: [Kim Kilgore](#); [Janice Daigle](#); [Vincent Tenaglia](#)
Subject: RE: St. Pete Beach General - Trustee Appointments
Date: Monday, August 1, 2022 3:02:55 PM
Attachments: [image004.png](#)
[image005.png](#)
[image014.png](#)
[image016.png](#)
[image017.png](#)
[image018.png](#)
[image019.png](#)
[image021.png](#)
[image022.png](#)
[image023.png](#)

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Amber,

Thank you for your prompt response! I will follow up with you on August 24. Have a great day!

Thank you,
Chrissy

Chrissy Stoker, Plan Administrator

Cape Coral Office

2503 Del Prado Blvd. S.
Suite 502
Cape Coral, FL 33904

Tampa Office

17425 Bridge Hill Ct
Suite 201
Tampa, FL 33647

Naperville Office

184 Shuman Blvd.
Suite 305
Naperville, IL 60563

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From: Amber LaRowe <cityclerk@stpetebeach.org>

Sent: Monday, August 1, 2022 2:31 PM

To: Chrissy Stoker <Christine.Stoker@foster-foster.com>; Ginny Bodkin <gbodkin@stpetebeach.org>

Cc: Kim Kilgore <Kim.Kilgore@foster-foster.com>; Janice Daigle <Janice.Daigle@foster-foster.com>; Vincent Tenaglia <vtenaglia@stpetebeach.org>

Subject: RE: St. Pete Beach General - Trustee Appointments

CAUTION: External email; exercise caution before clicking links, opening attachments or responding.

Thank you Chrissy

These will go before the Commission at their August 23rd CC meeting.

Thank you,



Amber LaRowe, MMC, CPM
City Clerk

☎ **727-363-9220**
✉ alarowe@stpetebeach.org
🌐 www.stpetebeach.org
📍 **155 Corey Avenue, St. Pete Beach
FL 33706**



From: Chrissy Stoker <Christine.Stoker@foster-foster.com>
Sent: Monday, August 1, 2022 2:29 PM
To: Amber LaRowe <cityclerk@stpetebeach.org>; Ginny Bodkin <gbodkin@stpetebeach.org>
Cc: Kim Kilgore <Kim.Kilgore@foster-foster.com>; Janice Daigle <Janice.Daigle@foster-foster.com>; Vincent Tenaglia <vtenaglia@stpetebeach.org>
Subject: St. Pete Beach General - Trustee Appointments

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Good afternoon Amber & Ginny,

Laura Williamson is a Commission-appointed trustee who is completing the term of Tim McLean, and her term will expire in October of 2022. Please submit Laura's name to the City Commission for consideration of her reappointment to the General pension board.

Secondly, the Board of Trustees has a new Member trustee, George Trausch. With the addition of George, the Board was able to select a 5th Trustee, and they have selected Tim McLean. Please also submit Tim's name to the City Commission for ratification of this appointment.

Lastly, please advise what date these appointments will go before the Commission so I may follow up with you after that date.

Thank you!
Chrissy

Chrissy Stoker, Plan Administrator

Cape Coral Office

2503 Del Prado Blvd. S.
Suite 502
Cape Coral, FL 33904

Tampa Office

17425 Bridge Hill Ct
Suite 201
Tampa, FL 33647

Naperville Office

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The city of St. Pete Beach uses SeeClickFix for residents to submit issues to the city. To report an issue, please [click here](#).

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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Authorize the City Manager to Execute the Agreement with Joe Payne, Inc. dba JPI for Building Department Services

Date: August 23, 2022

Prepared By: Julie Anderson, Deputy Building Official

Through: Michelle Gonzalez, Community Development Director

Summary of Issue: JPI has provided building department services to The City of Treasure Island, as well as The City of St Pete, and has been recommended to us by both jurisdictions. We would like to procure their services as an additional provider, since we currently have only one private provider assisting us with Building Department Services. SafeBuilt informed us in May that they needed to service other contracts and could not support us. Due to their inability to support our Building Department for inspection services, we are seeking to contract with JPI to fill in the gap to maintain adequate customer service. The hourly pricing in Exhibit A – Bid Schedule is lower than the contract with SafeBuilt and may be lower than the contract with Quorum Services, whose contracted rates are per inspection, not per hour.

Funding: Building – Professional & Contractual – 201-5402-524-5310

Requested Motion: I move to authorize the City Manager to execute the piggyback agreement with Joe Payne, Inc. dba JPI for Building Department Services.

Attachments:

1. Agreement to Piggy Back - Building Department Services - Joe Payne Inc.

CITY OF ST. PETE BEACH, FLORIDA
AGREEMENT TO “PIGGY-BACK”

Building Department Services

The City of St. Pete Beach, (hereinafter “City”) enters this Agreement to “Piggy-back” (the “Agreement”) with Joe Payne, Inc. dba JPI (hereinafter “Vendor”). The City and Vendor together shall be referred to as the “Parties.”

WHEREAS, Vendor is currently under contract with The City of Treasure Island for building department services (the “Building Department Services RFP 20-001 Contract”).

WHEREAS, the City desires to purchase from Vendor building department services.

WHEREAS, pursuant to Florida Statute 287.057 and Section 2-291 of the City’s Code of Ordinances adopted by the City Commission, the City is authorized to “piggy-back” onto the Building Department Services RFP 20-001 Contract for the same or similar services.

WHEREAS, the Vendor specifically consents to the City using its “piggy-back” authority and has provided a proposal to the City with the same or similar unit pricing as the Building Department Services RFP 20-001 Contract.

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 terms of Building Department Services RFP 20-001 and as follows:

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as 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. Exhibits. The following Exhibits shall be attached, incorporated and made a part of this Agreement:
 - a. Vendor’s original contract (Exhibit “A”)
 - b. Florida Public Records Law (Exhibit “B”)

4. Notices. 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:

Joe Payne, Inc. dba JPI
Joe Payne, PE MBA
9629 Gretna Green Drive
Tampa, FL 33626

As to City:

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

With Copy To:

joepayneinc@gmail.com

With Copy To:

cityattorney@stpetebeach.org

5. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURE PAGE TO FOLLOW]

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

Joe Payne, Inc. dba JPI:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: [Joseph Payne]

By: _____

Its: President_

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”
(Vendor’s Original Contract)

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND Joe Payne, Inc. dba JPI
PERTAINING TO
BUILDING DEPARTMENT SERVICES
RFP 20-001

This CONTRACT is made and entered into on the 18th day of May, 2021 ("Effective Date"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("CITY"), and JPI, FEIN 800640420, ("CONTRACTOR"), collectively (the "PARTIES") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive response for **BUILDING DEPARTMENT SERVICES RFP 20-001** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **BUILDING DEPARTMENT SERVICES RFP 20-001** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in RFP 20-001.

SECTION 2. TERM.

The initial term of the contract will extend from the effective date for five (5) years with two (2) one-year optional renewals by mutual agreement. Each renewal during the initial term and subsequent optional renewals will be subject to annual negotiation and joint acceptance of updated rates and expenses prior to renewal. Such renewals should not increase on a percentage basis more than the 12 most recent months' average of the non-preliminary BLS Producer Price Index for Industry Code 5413 (Architectural, engineering, and related services), plus one full percentage point. The Parties agree to commence the annual negotiation process at least ten weeks prior to the anniversary of the effective date.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not limited to, the following:

- a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.
- b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.
- c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.
- d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice

required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The PARTIES acknowledge that there is no guarantee of work under this contract, and the CITY's utilization of pricing under this contract is subject to annual appropriations and signage needs within the CITY's municipal limits.

b. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Bid submittal. The CONTRACTOR agrees to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

c. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

d. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product

completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. **SCHEDULE.**

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. **INDEPENDENT CONTRACTOR.**

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 16. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. **INSURANCE.**

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions, Insurance Requirements, of RFP 20-001, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY upon request prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all applicable policies.

SECTION 18. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. **SOVEREIGN IMMUNITY.**

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of

any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;
- b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
- c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.

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 (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. **NOTICE.**

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company:	<u>Joe Payne, Inc. dba JPI</u>
Attention:	<u>Joe Payne, PE MBA</u>
Address:	<u>9629 Gretna Green Drive</u>
Phone:	<u>8137311501</u>
Fax:	<u>18133156298</u>
Email:	<u>joepayneinc@gmail.com</u>

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. **DOCUMENTS CONSTITUTING ENTIRE CONTRACT.**

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposals Documents for RFP No. 20-001.
2. Bid submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. **MISCELLANEOUS.**

i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**

ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.

vi. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this

CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

- viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.
- ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.
- x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.
- xi. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

- xii. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.
- xiii. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.
- xiv. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR

JPI

(name of corporation or business)

BY: President

(title of authorized corporate officer or individual)

Signature

Joseph Payne

Printed Name

As To
CITY OF TREASURE ISLAND

Mayor:

Signature

DEPUTY
ATTEST | City Clerk:

Signature



RFP 20-001
Exhibit A - Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name:

Joe Payne, Inc. dba JPI

Year:

1

2020/2021

Item #	Position/Title/Service	Regular Hourly Rate	After Hours Rate*
A	Building Code Administrator	\$ 165.00	\$ 165.00
B	Building Inspector	\$ 80.00	\$ 90.00
C	Plans Examiner	\$ 80.00	\$ 90.00
Services to be provided on an as-needed basis (in a support capacity only)**			
1	Code Enforcement Officer	\$ 70.00	\$ 90.00
2	Permit Clerk	\$ 50.00	\$ 60.00
3	Planner	\$ 90.00	\$ 120.00
4			
5			
6			
7			

* After Hours Rate to include any services provided outside regular hours (8 am-5 pm Monday-Friday), weekends, and City holidays.

** Please add or edit the positions as necessary to represent your firm's titles for the indicated work, respectively.

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

EXHIBIT “B”

(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.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2022-16: Appointment to Forward Pinellas

Date: August 23, 2022

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: At the end of the year, the rotating seat appointment to Forward Pinellas will expire. The person selected will serve a two-year term beginning January 1, 2023.

Each municipality shall take formal action to nominate one of its own elected officials, support the nomination of an elected official from another community, or support the re-nomination of the current representative. Cookie Kennedy, Mayor of Indian Rocks Beach, currently serves as the beach representative and her term expires this year. The Barrier Islands Council of Governments (BIG-C) recently confirmed the appointment of Mayor Alan Johnson.

Funding: NA

Requested Motion: I move to adopt Resolution 2022-16 to confirm the appointment of Mayor Alan Johnson to the Forward Pinellas Board for a two-year term.

Attachments:

1. Resolution 2022-16 Appointment to Forward Pinellas

RESOLUTION 2022-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, CONFIRMING THE APPOINTMENT OF A MEMBER TO THE PINELLAS PLANNING COUNCIL/FORWARD PINELLAS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the joint Pinellas County Metropolitan Planning Organization/Pinellas Planning Council (“MPO/PPC”) was established by an amendment of the PPC's Special Act.

WHEREAS, the establishment of the new consolidated board required reappointment of the MPO membership, which must be done in conformance with Section 339.175, Florida Statutes.

WHEREAS, the Pinellas County MPO desires to reapportion the board membership to provide representation for all local governments in the County.

WHEREAS, the Pinellas County MPO has approved a membership reappointment plan which provides for the addition of two members, one representing the cities of Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole and South Pasadena and another representing the cities of Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach and Treasure Island, bringing the total voting membership to 13.

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 confirms Mayor Alan Johnson’s appointment to the Pinellas County MPO/PPC joint board.

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