



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, December 6, 2022
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the December 6, 2022 City Commission Agenda.

2. 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.

3. Consent -

a. Commission Meeting Minutes: November 8 and November 15

b. Pressure Washing Services

c. Authorization to approve request for beach fire on December 15, 2022

d. Services Agreement with FCS Inc. for Pumping and Tankering

4. Action Items -

a. Agreement with Public Risk Management of Florida (PRM) for Group Medical Insurance

Staff has reviewed and evaluated several insurance options. After reviewing the options, the recommended course of action is to join the Public Risk Management of Florida (PRM) Health Trust.

Action Request: Motion to authorize the City Manager to execute all contract documents required to join the Public Risk Management of Florida Health Trust.

5. Resolutions -

a. Resolution 2022-23 Brownfield Designation

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, MAKING FINDINGS; DESIGNATING PROPERTY LOCATED IN THE VICINITY OF 10 COREY AVENUE, ST. PETE BEACH, FLORIDA, 33706 AND IDENTIFIED BY PARCEL ID NOS. 36-31-15-00000-140-0100, 36-31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31-15-78084-000-0142, AND 25-31-15-78084-000-0141, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80 (2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF ST. PETE BEACH TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR SCRIVENOR'S ERROR; AND PROVIDING AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2022-23.

6. Items for Discussion -

a. Chris Marone, Chair of Historic Preservation Board

Chris Marone will be presenting and discussing the Historic Preservation Board's requests with the commission.

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.

DRAFT
City Commission Meeting
November 8, 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

ELECTED OFFICIALS ABSENT:

Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Vince Tenaglia, Assistant City Manager
Jennifer McMahon, Chief Operating Officer
Jim Kilpatrick, Fire Chief

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

1. PRESENTATIONS

Jim Kilpatrick, Fire Chief, recognized Firefighter Michael Servis for his recent life-saving efforts.

2. APPROVAL OF THE AGENDA

Assistant City Manager Tenaglia removed item 5.a., Donation Policy, and Guidelines Discussion, from tonight's Agenda; it will be carried forward to the next Commission meeting.

Attorney Dickman added an announcement for a request for brownfields designation to the Agenda as item 5. b.

Motion: Commissioner Grill moved, Vice Mayor Graus seconded, and the motion carried 4-0 to approve the November 8, 2022, City Commission Agenda.

3. AUDIENCE COMMENTS

Deborah Schechner, resident, expressed her concerns about the City's Mission Statement which does not reference "resident(s)". She opined that the City needs to conduct more in-depth reviews of developers' submissions and consider using Forward Pinellas' services.

4. CONSENT

- a. October 25, 2022, City Commission Minutes**
- b. Kimley-Horn Task Order for Inflow & Infiltration Engineering Support Services**

Motion: Vice Mayor Graus moved, Commissioner Friszolowski seconded, and the motion carried 4-0 to approve the November 8, 2022, Consent Agenda as presented by the City Manager.

5. ITEMS FOR DISCUSSION

- a. **Donation Policy and Guidelines** *removed*
- b. **Brownfield Resolution and Meeting Discussion:** *added to the agenda*

Attorney Dickman displayed a timeline for the Green Reuse Area Designation Request that was made by Attorney Brett Brumund (Goldstein Environmental Law Firm). A copy of this timeline is made a part of the record. He explained that per Florida State Statute 376.80, when an application is made for this type of designation, the applicant must hold a community meeting and the City must announce the community meeting and the application. Mr. Dickman stated that the applicant will be holding a community meeting, not a City sponsored meeting, here in Chambers tomorrow, November 9, 2022, at 5:30 p.m. The applicant noticed this information in the Tampa Bay Times and the City Clerk posted it to the City's website, and bulletin boards, and submitted it for the e-newsletter.

As a second layer to this, the City will have two public hearings on a resolution related to this Green Reuse Area Designation Request pursuant to Florida State Statute 376.80. The first public hearing will be held on November 15, 2022, at 6:00 p.m. in these Chambers and the second public hearing will be held on December 6, 2022, at 6:00 p.m. in these Chambers. The notice was sent to the Tampa Bay Times to advertise for both hearings, one advertisement has been published, and the second advertisement is scheduled to be in the newspaper on November 23, 2022. In the advertisement, it will have the resolution title as well as a map of the area.

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

Amber LaRowe, City Clerk—informed the Commission that the qualification period for the District 2, District 4, and Mayor seat opened yesterday at noon and closes at noon on November 18, 2022. City Hall will be closed Friday, November 11, 2022, in observance of Veterans Day.

Vince Tenaglia, Assistant City Manager—stated that, with the help of City Clerk LaRowe and Keri Ferenc-Nelson, the City now has an Employee Recognition Program.

Keri Ferenc-Nelson, Human Resources Manager, gave a brief outline of the program to include an employee-represented committee that will vote on the employee of the quarter submissions each quarter. The winner will be announced at a Commission meeting and monetary awards for winning. Another component of the Employee Recognition Program is the "on the spot" recognition. This can occur at any time an employee sees another employee doing something well (specific criteria are outlined in the program) then that employee is eligible for a gift card in recognition of their job well done. She thanked Amber LaRowe, Rita Bishop (City Manager's Office), and Jennifer McMahon, COO, for all their help in the creation of this Program.

Attorney Dickman—gave a brief synopsis of what has transpired since the executive session that was held last month to discuss the possible settlement of the David Green appeal cases. It does not appear that Mr. Green is interested in settling in the manner discussed; therefore, a settlement is not moving forward at this time. He will keep the Commission updated.

Commissioner Friszolowski—had a good turnout in Belle Vista during Halloween.

He confirmed that the November and December Commission meetings alter from the normal second and fourth Tuesday; next week, November 15th, is the next City Commission meeting and December 6th and December 13th are the two meetings in December.

He commented on the public comment that was made earlier, stating that the plans, drawings, applications, etc.

that are submitted by applicants/developers are heavily reviewed and vetted by staff before they are approved or brought forward to the Commission for approval.

Commissioner Grill—mentioned the Brightwater Beach Estates meeting that happened over the weekend. He thanked Assistant City Manager Tenaglia for joining him at the meeting to answer questions.

He inquired why the sign ordinance community meeting is being held on Friday, November 18th, before a holiday week. Mrs. McMahon confirmed that the presentation that is given will be published on the City’s website and comments, questions, and concerns can be submitted. Commissioner Friszolowski stated that there will be more meetings on the subject because this is a heavy item that needs proper discussions.

Vice Mayor Graus—mentioned the well-attended District 1 Town Hall meeting last night.

He reminded residents that the FreeBee service now runs north and south on the island. He encouraged residents to take the FreeBee to the north end of the island and visit all the great restaurants and businesses in District 1.

Mayor Johnson—stated that he received a letter from Sister City International requesting the City to renew its membership; he is unsure of the benefits, but if the Commission wanted to continue, the cost is \$400. The consensus was to not renew the membership.

He announced the Mayor’s Council of Pinellas County Holiday Luncheon on December 9, 2022, at 11:30 AM in Indian Rocks Beach at Salt Rock Grill; if anyone would like to attend, please let the City Manager’s Office know.

Mayor Johnson adjourned the meeting at 6:35 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
City Commission Meeting
November 15, 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

ELECTED OFFICIALS ABSENT:

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
Mike Clarke, Public Works Director

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

1. APPROVAL OF THE AGENDA

City Manager Alex Rey added the retroactive approval of 3350 E. Maritana Drive sanitary sewer repair as item 4. b.

Commissioner Grill requested the removal of item 3.c. for discussion. Mayor Johnson opined that Consent Agenda items should not be removed. Discussion ensued with Attorney McConnell stating that an item on the Consent Agenda does not necessarily have to be removed during the Approval of the Agenda, it can be removed and discussed prior to the approval of the Consent Agenda, or it can be removed and discussed after Consent Agenda approval, or it can be removed now; however, he clarified that all members of the Commission have the opportunity to discuss any item on the agenda, regardless of their placement.

Motion: Commissioner Friszolowski moved, Vice Mayor Graus seconded, and the motion carried 4-0 to approve the November 15, 2022, City Commission Agenda.

2. AUDIENCE COMMENTS

Vincent Hunter, Corey Avenue Business Owner, mentioned a recent meeting he had with the City Manager and Jennifer McMahon, Chief Operating Officer. He thanked them for their time and appreciated how they explained things so that he now has a better understanding. He stated that Corey Avenue Business Association (CABA) very much wants to work together to keep the Sunday Market in place.

Resident Amy Auerbach asked a clarifying question on item 3.b., Force Main 10 Construction.

3. CONSENT

- a. Reappointment to the Police Officers' Board of Trustees**
- b. Force Main 10 Construction Approval**
- c. Approval of the Task Order for the Complete Streets Visioning Study**

Commissioner Grill addressed some concerns he had with item 3.c., stating that he was able to speak with the Community Development Director to learn that Bay Street was missing from the packet, but that it is part of the scope of the work and will be included. Also, the timeline for the tasks states approximately 8 to 9 months; however, Forward Pinellas' condition is that work must be completed by 6/30/2023. City Manager Rey stated that staff will be working with Kimley-Horn to see if they can speed some of those projects up, or, speak with Forward Pinellas to explain the timeline as identified. He stated that the funds provided by Forward Pinellas must be spent by June 30, 2023.

Mr. Grill went on to state that the objective of the study is to identify connectivity as well as analysis of existing infrastructure. He expressed concerns about the City approving plans for something that may be affected or influenced by the results of this study.

Motion: Commissioner Friszolowski moved, Vice Mayor Graus seconded, and the motion carried 4-0 to approve the November 8, 2022, Consent Agenda as presented by the City Manager.

4. ACTION ITEMS

a. Chill Parklet Design

City Manager Rey reminded the Commission of the approval on October 11th when the Commission requested that the architect design the parklet to use four spaces as opposed to five. A copy of the revised parklet was displayed during the meeting and was included in the Agenda Packet. Essentially there are two options: 1. The Commission can approve a "temporary" parklet where the design will be more of a removable street deck, or 2. The Commission can approve this permanent design. In option 1 the applicant pays the entire cost of approximately \$50,000; in option 2 the applicant pays \$50,000 with the City funding the remaining, up to \$50,000.

Discussion ensued.

Resident Deborah Schechner expressed concerns about the precedent that the approval of this will set. She opined the City should have better policies and guidelines established before approval and was concerned about the use of taxpayer dollars for private gain.

Resident Amy Auerbach echoed the same sentiments as Ms. Schechner and agreed with Commissioner Grill's comments on holding off on the approval of this until after Kimley-Horn conducts their study.

Resident Lisa Robinson echoed the same comments as previously made and expressed concerns over the safety of the proposed location for ridesharing.

Commissioner Grill prefers the option of a removable parklet.

Motion: Vice Mayor Graus moved, Commissioner Friszolowski seconded, and the motion carried 3-1 for the permanent parklet structure. Commissioner Grill voted no.

b. Retroactive Approval of 3350 E. Maritana Drive Sanitary Sewer Repair *added:*

City Manager Rey discussed the handout that was provided to the Commission; a copy is made a part of the record. There was a sewer backup in August that the City determined was caused by Duke Energy's installation of a new power pole. The property owner hired a plumber who determined that Duke installed the pole directly through the City's gravity sewer main. The City then asked the current on-call civil repair contractor, Rowland, to mobilize for an emergency repair which was completed on September 2nd. This request is so that the City can

make payment to Rowland and submit reimbursement to Duke for the City.

Motion: Commissioner Grill moved, Vice Mayor Graus seconded, and the motion carried 4-0 to retroactively approve the invoice from Rowland, Inc. in the amount of \$73,365.58 for the emergency sewer repair at 3350 E. Maritana Dr.

5. RESOLUTIONS

a. Resolution 2022-23: Brownfield Designation

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, MAKING FINDINGS; DESIGNATING PROPERTY LOCATED IN THE VICINITY OF 10 COREY AVENUE, ST. PETE BEACH, FLORIDA, 33706 AND IDENTIFIED BY PARCEL ID NOS. 36-31-15-00000-140-0100, 36-31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31-15-78084-000-0142, AND 25-31-15-78084-000-0141, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80 (2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF ST. PETE BEACH TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR SCRIVENOR'S ERROR; AND PROVIDING AN EFFECTIVE DATE.

Attorney McConnell stated that this hearing is two-part; tonight is the first public hearing, and December 6th will be the second public hearing with the proposed adoption. He identified the procedures tonight to be Quasi-Judicial and asked for the Commissioners to identify any ex-parte communications.

Mayor Johnson, Vice Mayor Graus, and Commissioner Grill all stated that they attended the community meeting last week.

Commissioner Friszolowski has had no ex-parte communication; he exited the meeting at 6:41 p.m.

Commissioner Grill also has had discussions with residents since the community meeting public notice went out and he has posted links to the Florida Statute and the Florida Department of Environmental Protection (DEP) Brownfields Website, to educate others.

Attorney McConnell went on to explain the general focus of tonight's meeting and of this Resolution as outlined in Florida State Statute 376.80(2)(C).

All those wishing to address the City Commission on this item were duly sworn by the City Clerk.

Attorney Michael Goldstein, of The Goldstein Environmental Law Firm, representing the applicant, gave a presentation to the Commission on the history of this site and the Brownfields program. Attorney Goldstein identified the five criteria that the Statute outlines for a local government to designate a brownfield area:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site;
2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 10 new permanent jobs, whether full-time or part-time, which are not associated with the implementation of the rehabilitation agreement or an agreement, between the person responsible for site rehabilitation and the local government with jurisdiction, which contains terms for the redevelopment of the brownfield site or brownfield area;
3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permissible use under the applicable local land development regulations;
4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby

residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be made in a newspaper of general circulation in the area, at least 16 square inches in size, and the notice must be posted in the affected area; and

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan.

Mr. Goldstein stated that the applicant is seeking approval so that they can apply for funding from this State program, via tax credits/incentives. He stated that information has been submitted to City staff who recommend approval as well.

Mayor Johnson opened public comment.

Resident Dan Bofinger expressed concerns regarding this project and its over-development. He encouraged the City to conduct their own study to understand the issues and how the site has been contaminating the water quality over the years.

Resident Deborah Schechner expressed concerns about this application because of the statement of ownership; she opined that because the applicant does not own the land the City cannot grant them the right to apply for something that they do not own. She encouraged the City to utilize Forward Pinellas' expertise to conduct a study, at their expense, regarding traffic, development, etc. on this site.

Hearing no further public comment, Mayor Johnson closed the public comment portion.

Attorney McConnell reminded the Commission that this discussion and request is not about the development of the site that was approved via a Conditional Use Permit; rather, it is specifically focused on the Brownfields application and cleanup of the site.

Attorney Goldstein stated that the oversight of the cleanup on the site is very methodical and thorough as the applicant will be working very closely with DEP. A soil management plan is one of many items that must be submitted to the DEP.

No action is required; Resolution 2022-23 will be heard on December 6, 2022, at 6:00 p.m. or as soon thereafter in these Chambers.

6. ITEMS FOR DISCUSSION

a. **Donation Policy and Guidelines**

City Manager Rey discussed the guidelines that were emailed to the City Commission. A copy of the email is made a part of the record. Essentially there are three ways the City donates: 1. Cash donations, 2. In-kind services, and 3. Use of City assets for personal gain. He stated that, currently, it equates to approximately \$100k annually.

Commissioner Grill was grateful for the Guidelines that were provided; he would like more time to review and discuss with staff. He encouraged the Commission and staff to think about this as in "what are we trying to do?"

Discussion ensued on cash donations; currently, the City budgets for two non-profit organizations to receive cash donations. Mr. Rey stated that one donation is made to a non-profit that provides "meals on wheels" to residents and is not, what he considers, to be a donation; rather, it is reimbursement for services rendered and will be

recategorized in the next years' budget as such.

The consensus was for the Commissioners to schedule one-on-one meetings with the City Manager and/or Mrs. McMahon and then bring this forward, as a Resolution, for adoption. A workshop may or may not be necessary depending on the one-on-one discussions.

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

Amber LaRowe, City Clerk—informed the Commission that the qualification period for the District 2, District 4, and Mayor seat closes at noon on November 18, 2022.

Commissioner Grill—stated that he identified an appointee to fill the vacancy on the Beach Stewardship Committee and he will be attending tomorrow's meeting.

District 2 is still working on cleaning up some of the debris from the storms.

Mayor Johnson—will be installed on the Forward Pinellas Board in January; looking forward to learning more by serving on that Board.

The Commission wished everyone a Happy Thanksgiving.

Mayor Johnson adjourned the meeting at 7:26 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Pressure Washing Services

Date: December 6, 2022

Prepared By: Michelle Gonzalez, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The City solicited the services of an experienced pressure cleaning contractor to perform pressure cleaning services for city facilities. Total Pressure Services Inc.'s contract was approved at the March 22, 2022, City Commission Meeting in the amount of \$35,000, of which \$33,784.20 was expended in FY 2022.

Authorization of expenditures was only requested for FY 2022 at the time the contract was awarded. The contract is valid through March 2025. Staff is requesting authorization of expenditures throughout the remaining life of the contract subject to future budget appropriations.

Funding: Fund: General
Accounts: Various facility maintenance (-5460)
FY 2022: \$35,000 (previously awarded)
FY 2023: \$50,000
FY 2024: \$50,000
FY 2025: \$50,000
Award: \$185,000
Contingency (10%): \$18,500
Total: \$203,500

Requested Motion: "I move to authorize an increase in the contract ceiling in the amount of \$168,500 to Total Pressure Services, Inc."

Attachments:

1. Total Pressure Cleaning Services Agreement
2. AWARD ANALYSIS - Total Pressure

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

PRESSURE CLEANING SERVICES

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and TOTAL PRESSURE CLEANING SERVICES, INC. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

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

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

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

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

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

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

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

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

5. Vendor shall deliver the goods, or provide the services, described herein no later than 3/31/2025 ("completion date").

6. This Agreement will remain in effect for a period of three (3) years from the Effective Date.

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

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

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

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

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

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

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

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

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:

Total Pressure Cleaning Services, Inc.
941 W. Cimmaron Dr.
Tampa, FL 33603

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.

Total Pressure Cleaning Services, Inc.

City of St. Pete Beach:

Signature: 

Signature: 

By: Alberto Suarez

By: Vincent M. Tanager

Its: President

Its: Acting City Manager

Date: 3-24-22

Date: 3/23/22

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:


Andrew Dickman
City Attorney


Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT "B"

(Place Vendor's Proposal behind this page)



City of St Pete Beach
Request for Bid

PRESSURE CLEANING SERVICES

Bids due on or before
August 13, 2021 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 pressure cleaning.

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

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

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "Pressure Cleaning Services" 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.

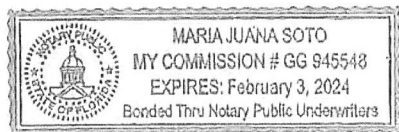
The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Pressure Cleaning Services".

COMPANY: Total Pressure Cleaning Services Inc. DATE: 8/3/2021
ADDRESS: 941 W Cimmeron Dr Tampa, FL 33603 PHONE: 813-236-9813
BIDDER: Alberto Suarez NAME: Alberto Suarez
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of August, 2021, by Alberto Suarez, who is personally known to me or has produced _____ as identification.

(SEAL)



Maria Juana Soto
Notary Public - State of Florida
(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. FEE SCHEDULE

Item	Description				Per Square foot
1	Per Square foot (with pre-spray algaecide treatment)				\$ 0.05
2	Per Square foot (without pre-spray algaecide treatment)				\$ 0.05
3	Minimum charge for areas less than 1,000 square feet				\$ 0.07

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, pressure cleaning contractor to perform pressure cleaning services.

LOCATION

The City of St. Pete Beach is soliciting bids from qualified pressure washing contractors throughout the City.

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 (kkapusta@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five 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-and-links/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 4:00 PM EST on August 5, 2021. 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 August 13, 2021 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, 155 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: "Pressure Cleaning Services"

CONTACT INFORMATION

Kathy Kapusta – Procurement Manager
Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706
Office Phone - (727) 363-9251 E-mail - kkapusta@stpetebeach.org

SCOPE OF WORK

The successful bidder will provide pressure cleaning services throughout the City of St Pete Beach. The scope of work shall include, but not be limited to, pressure cleaning of sidewalks, curbs and gutters, buildings, signs and roofs as directed by the City.

DETAILED SPECIFICATIONS

- Pressure washing shall be done using high volume pressure cleaner (minimum 3500 psi @ 8 gpm).
- A pre-spray algacide treatment shall be applied prior to pressure cleaning if needed.
- At the beginning of each month, the contractor shall furnish to the City, for its approval, a schedule of work to be completed during the upcoming month. The City reserves the right to direct Contractor to rearrange the schedule to meet the needs of the City.
- The Contractor shall furnish to the City the name of the chemical, manufacturer's label and Manufacturer's Safety Data Sheet (MSDC) for all products used.
- If the Contractor discovers damages, vandalism or theft, the Contractor shall immediately notify the City of same, and shall file a police report of the occurrence.

Standard work hours shall be from 7:30 AM until 7:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager.

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 Procurement Department. 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. A schedule will be provided with expected services.

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.

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.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

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.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

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," context 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; floods; 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.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent (10%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and

conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work not remedied
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims
- c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid
- e) Damage to another Contractor
- f) Failure of the Contractor to keep their work progressing in accordance with their time schedule

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, certifications, 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 a 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 careless 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 offsite 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 operations, 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.

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 COMPLIANCE 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 OSIIA 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 Fla. Stat. 448.05 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 and 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.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

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: Alberto Suarez / President
(Print individual's name and title)

for: Total Pressure Cleaning Services Inc.
(Print name of entity submitting sworn statement)

at: 1701 W Burke St. Tampa, FL 33604
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

20-5580932
(FEIN)

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

(SSN)

by the individual signing this sworn statement:

Alberto Suarez
(Signature)

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

crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

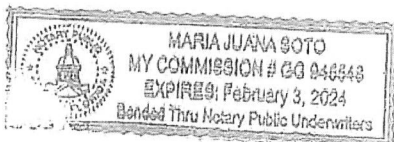
STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of August, 2021 by Alberto Suarez, who is personally known to me or has produced _____ as identification.

(SEAL)

Maria Juana Soto
Notary Public - State of Florida

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



VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Hillsborough County

I state that I, Alberto Suarez / President of Total Pressure Cleaning Services Inc.
(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.
5. Total Pressure Cleaning Services Inc., 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.

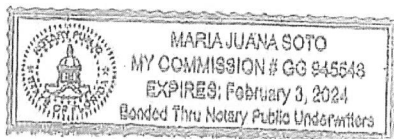
Name of Organization: Total Pressure Cleaning Services Inc.

Signed By: Alberto Suarez

Print Name: Alberto Suarez

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of August, 2021, by Alberto Suarez, who is personally known to me or has produced _____ as identification.

(SEAL)



Maria Juana Soto
Notary Public - State of Florida

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

VIII. TENTATIVE PRESSURE CLEANING SCHEDULE

City Facilities		
Facility	Address	Recurrence
City Hall	155 Corey Avenue	Annually
Recreation (Community Center)	7701 Boca Ciega Dr	Monthly Feb-Jun/ Bi- Monthly Jul-Jan
Horan Park	7701 Boca Ciega Dr	
	Restroom	Monthly
	Pavillion & Play ground	Quarterly
Public Works	7581 Boca Ciega Dr	Annually
Library	365 73rd Ave	Annually
Fire Station 23	7301 Gulf Blvd	Annually
Egan Park	9101 Blind Pass Rd	
	Piers	Bi-Annually
	Concession Stand	Quarterly
	Tennis Court	Quarterly
	Baseball Dugouts	Bi-Annually
	Restrooms	Monthly
Ron McKenny Park	400 93rd Ave	
	Restrooms	Quarterly
	Pavillion & Play ground	Quarterly
	Pier	Bi-Annually
Lido Park	40 45th Ave	
	Pavillion & Play ground	Quarterly
Bill Curatto Jr. Park	3731 Belle Vista Dr	
	Pavillion & Play ground	Bi-Annually
Lazarillo Park	224 E Debazan Dr	
	Tennis Court	Quarterly
	Pavillion & Play ground	Quarterly
SunTan Art Center	3300 Gulf Blvd	Annually
Don Cesar Boat Ramp/Pier	16 33rd Rd	Bi-Annually
Vina Del Mar Park	300 S Isle Dr	
	Pavillion	Quarterly
	Restrooms	Monthly
	Tennis Court	Quarterly
	Playground	Bi-Annually
Fire Station 22	1950 Pass-A-Grille Way	Annually
Warren Webster Building	1500 Pass-A-Grille Way	Annually
	Tennis Court	Quarterly
VA Shuffle Board/PAG Park	100 10th Ave	Quarterly
Hurley Park	1500 Gulf Blvd	
	Restrooms	Monthly
	Tennis Court	Quarterly
	Basketball Court	Quarterly
	Pavillion	Quarterly
	Baseball Dugouts	Bi-Annually
City Maintained Bus Shelters	Gulf Blvd & 34th Ave	Bi-Annually
	Blind Pass Rd & Captiva Circle	Bi-Annually
	Gulf Blvd & 45th Ave	Bi-Annually
	Gulf Blvd & 46 Ave	Bi-Annually
	Gulf Blvd & 58th Ave	Bi-Annually
	Gulf Blvd & Maritana Dr	Bi-Annually
Sidewalks	Various Locations	Annually

6.0 REFERENCES

Agency #1	City of Tampa	
Address	2015 East 7th Avenue Tampa, FL	
City, State, ZIP	2015 East 7th Avenue Tampa, FL	
Contact Person	Corine Linebrink	
E-mail	Corine.Linebrink-Wain@tampagov.net	Phone: 8132747960
Date(s) of Service	Past 4/5 years	
Type of Service	Pressure cleaning and maintianing the city sidewalks.	
Comments:		
Agency #2	City of Tampa	
Address	1550 N Grady Ave	
City, State, ZIP	Tampa,FL,33607	
Contact Person	Jameson Bachtel	
E-mail	Jameson.Bachtel@tampagov.net	Phone 813-393-7851
Date(s) of Service	Past 2/3 years	
Type of Service	Pressure Cleaning city facillies and parks.	
Comments:		
Agency #3	City of Lakeland/Water Production Divison	
Address	1501 Kendrick Lane	
City, State, ZIP	lakeland/ FI 33805	
Contact Person	Ricky Jaynes	
E-mail	ricky.jaynes@lakelandgov.net	Phone: 883-834-6720
Date(s) of Service	Past 4/5 years	
Type of Service	Pressure cleaning water tanks and cleaning concrete pads.	
Comments:		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2021

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

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

PRODUCER Adcock-Adcock Insurance Agency 315 W. Fletcher Ave. Tampa FL 33612-3414	CONTACT NAME: Denise DeRemigo PHONE (A/C, No, Ext): 813-933-6691 FAX (A/C, No): 813-932-6287 E-MAIL ADDRESS: denised@adcock-insurance.com
INSURED Total Pressure Cleaning Service Inc. 941 W Cimmeron Dr Tampa FL 33603	INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1383280565

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER		20701298	10/20/2021	10/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		20701298	10/20/2021	10/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N ☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is included as an Additional Insured under the General Liability policy Blanket Additional Insured endorsement, per form #55373, attached, if terms/requirements are met and subject to all policy conditions, wording, terms, etc.
General Liability policy includes a Blanket Waiver of Subrogation, per form #55091 attached, if terms/requirements are met and subject to all policy conditions, wording, terms, etc.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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The City of St. Pete Beach
SOLICITATION AWARD ANALYSIS
IFB

Award Information

- A. Description:** Pressure Washing
- B. Contractor:** Total Pressure Cleaning Services, Inc.
- C. Award Type:** Contract
- D. Term of Award:** Three Years

Solicitation Information

- E. Issue Date and Offer Received Date:** July 28, 2021 and August 20, 2021
- F. Timely Bids Received:** Six (6)
- **Solicitation Process :** On July 28, 2021, the solicitation for Pressure Washing Services was posted on the City's website.
- G.** Procurement received six (6) bids on August 20, 2021 from Bald Painting and Construction, Sunshine Cleaning Systems, Inc., Quick Painting Group, Emerald Facility Management, Total Pressure Cleaning Services, Inc. and Razorback, LLC. Razorback, LLC. Was considered non-responsive for submitting a bid after the due date and time specified on the solicitation.
- H. Price Review/Negotiation Record:** Procurement reviewed the pricing and determined that the bid for Total Pressure Cleaning Services, Inc. was considered fair and reasonable.
- I. Determination of Responsibility:** A responsibility review was conducted at the time of award. Total Pressure Cleaning Services, Inc. was not listed on the federal government's debarred /suspended list (<https://www.sam.gov>) nor do they appear on the State of Florida List Of Convicted/Suspended/Discriminatory Vendor lists.
- J. Determination and Recommendation:** Total Pressure Cleaning Services, Inc. is determined to be responsible vendor and is, therefore, eligible and recommended for award.

Prepared: **Sharon Spellman**
Procurement Manager

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Authorization to approve request for beach fire on December 15, 2022

Date: December 6, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: Pass-a-Grille Community Association is requesting to have their annual beach fire on a public beach on December 15, 2022, from dusk until 10 pm. The beach fire will be located on the beach at 14th Ave. The city will provide assistance with digging the hole and moving pallets on the beach. Beach fires on public beaches require approval from the fire marshal, city manager, and the commission. Before the fire marshal issues a permit, she will ensure the organizers use wood that is clean wood, no nails on pallets, a hole to be a maximum of 4ft in diameter, area roped off 20ft in diameter around the fire. These stipulations will be on the permit certificate once the approval is granted.

Funding: N/A

Requested Motion: Move to approve a request for a beach fire in PAG beach on December 15, 2022.

Attachments: 1. beach fire PAG application 2022



BEACH FIRE PERMIT APPLICATION

Application must be submitted 14 days in advance of event date

COMPLETE AND RETURN TO:

St Pete Beach Recreation Department
7701 Boca Ciega Dr.
St. Pete Beach, FL, 33706
(727) 363-9245

Date of Beach Fire: 12-15-22 Hours: 7pm (AM/PM) to 10:00 (AM/PM)

Beach Fire Location: PAG Beach e 14th & Gulf Way Property Owner Signature
(Authorization is required from the property owner)

Event Coordinator/Applicant: Jay Anderson Title: Bonfire Chair Phone: (727) 480 7100

Organization: PAGCA

Summary of Event Activities: Beach Bonfire for holiday - Santa, hot chocolate, cookies

Estimated Attendance: 300

Obtaining a Beach Fire Permit

- Beach fire permit cost \$25.00
- No permits shall be issued from May 1st through October 31st due to sea turtle nesting season
- Each facility is limited to five (5) beach fires per month
- A Site Plan of area in which open fire is to held shall be attached to this permit application
- Fires must be extinguished by 10:30p.m.

Rules regarding the Beach Fire

- Only clean dry, non-pressure treated wood will be used
- Beach fires must be a maximum diameter of 4 feet
- Roped off area 20 feet in diameter around the fire
- No sea oats within 75 feet of pit area. Please protect our dunes and keep the fire away from dunes.
- Beach fires shall not be left unattended and shall be extinguished by the applicant at the completion of the event. All fire debris shall be removed to a disposal container and the site shall be restored to its natural condition.
- If wind conditions are greater than 15 miles per hour, a beach fire permit will not be issued. Also, any time the state or county has issued a red flag warning, no permits will be issued. Adverse conditions may cause the revocation of this permit.
- Extinguisher must be present (either pressurized H2O or 2A 10-BC dry powder)
- Permit must be displayed on site or in-hand during the beach fire activity

DO YOU HAVE PROOF OF PERMISSION FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR THIS EVENT?
YES NO (Required during the turtle nesting season, May 1st. through Oct. 31st.)

DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes No (The City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the Risk Management according to the intensity of the event.)

I HEREBY CERTIFY THAT I/WE WILL BE RESPONSIBLE FOR THE PRESERVATION, SANITATION, AND CLEANUP OF THE AREAS USED FOR THIS EVENT. ADDITIONALLY, I/WE CERTIFY THAT THERE IS NO MISREPRESENTATION IN THE FOREGOING STATEMENTS AND ANSWERS.

(Applicant Signature)

202 Pass A-Grille Way
(Address)

(727) 480 7100
(Phone)

Applications for beach fires on the Public Beach **REQUIRES** approval by the City of St Pete Beach, City Manager and/or the City Commission.

APPROVED: () DENIED: ()

(Signature of City Manager or his/her designee)

Title

Date

(Signature of designee for the City Commission)

Date

BEACH FIRE PERMITS MAY BE REVOKED BY ANY CITY OFFICIAL WHEN CONDITIONS BECOME A NUISANCE OR A PUBLIC SAFETY HAZARD DUE TO SMOKE, FUMES OR ADDITIONAL FIRE OR LIFE/PUBLIC SAFETY HAZARDS, INCLUDING A "BURN BAN" ISSUED BY THE FLORIDA DIVISION OF FORESTRY.

FLORIDA FIRE PREVENTION CODE

ST. PETE BEACH CITY ORDINANCE: Sec 58-27, Sec 94-69, Sec 98-161

F.S.S. 633

PINELLAS COUNTY ORDINANCE: ARTICLE V-OPEN BURNING

St. Pete Beach Fire Dept. - rev Nov 2019

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Services Agreement with FCS Inc. for Pumping and Tankering

Date: December 6, 2022

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City received two sealed bids with unit prices including emergency and non-emergency pumping and tankering services on November 9, 2022. After a review of the bid packages submitted and the resultant bid tabulation, FCS, Inc. was determined to be the lowest responsible bidder. Staff requests approval of the Services Agreement with FCS, Inc. for Pumping and Tankering Services.

Funding: Funds: Wastewater and Stormwater
Accounts: 101-6107-535-5469 and 103-6108-537-5469
FY 2023: \$37,800
FY 2024: \$37,800
FY 2025: \$37,800
FY 2026: \$37,800
Award: \$151,200
Contingency (10%): \$15,120
Total: \$166,320

Requested Motion: I move to authorize expenditures not to exceed \$166,320 to FCS, Inc., approving the bid proposal and authorizing the City Manager to execute the original contract and all renewal options.

Attachments:

1. Draft Services Agreement
2. Pumping & Tankering RFB
3. Bid from FCS, Inc.
4. AWARD ANALYSIS - FCS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

Pumping and Tankering Services

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and FCS, Inc. (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.

WHEREAS, the City approved the contract to Contractor at its duly held Commission Meeting on December 6, 2022 (the effective date) for a total amount not to exceed \$37,800.00 for the base year.

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

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

January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

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

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

5. Vendor shall deliver the goods, or provide the services, described herein no later than 12/5/2023 ("completion date").

6. This Agreement shall become effective on the date approved by the Commission and will remain in effect for one (1) year and may be renewed up to two (2) one (1) year options.

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

8. 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.

9. 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.

10. 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.

11. 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.

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

13. 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.

14. 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:

FCS, Inc.
Attn: Justin Helms, Owner
3813 126th Avenue North
Clearwater, FL 33762
service@fcs-inc.org

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.

FCS, Inc.

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

PUMPING AND TANKERING SERVICES

**Bids due on or before
11/9/2022 at 10:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

I. CONTENTS

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The anticipated Schedule for this Solicitation is as follows:

ITEM	DATE	TIME
SOLICITATION ISSUED	10/12/22	N/A
PRE-BID MEETING – NON MANDATORY	10/18/22	10:00 AM
DEADLINE FOR RECEIPT OF QUESTIONS	10/26/22	10:00 AM
SUBMISSION DEADLINE	11/09/22	10:00 AM
SEALED BID OPENING	11/09/22	2:00 PM
CONTRACT AWARD	11/30/22	2:00 PM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in pumping and tankering services.

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 **"Pumping and Tankering Services"** 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 **"Pumping and Tankering Services"**.

COMPANY: _____	DATE: _____
ADDRESS: _____	PHONE: _____
BIDDER: _____ (SIGNATURE)	NAME: _____ (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(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

		Est Annual Usage - Hours	Hourly Rate (Vehicle + Operator)	Total
Pump Truck (Est 5,000 gal)	Non- Emergency	50	\$	\$
Pump Truck (Est 5,000 gal)	Emergency	10	\$	\$
Tractor Trailer/Tanker (Est 10,000 gal)	Non- Emergency	50	\$	\$
Tractor Trailer/Tanker (Est 10,000 gal)	Emergency	10	\$	\$
High Output Mobile Pump	Non- Emergency	50	\$	\$
High Output Mobile Pump	Emergency	10	\$	\$
Jet Vac Truck	Non- Emergency	50	\$	\$
Jet Vac Truck	Emergency	10	\$	\$
Additional Manpower		Est Annual Usage - Hours	Hourly Rate	
Extra Operator	Non- Emergency	50	\$	\$
Extra Operator	Emergency	10	\$	\$
TOTAL:				\$

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 Domestic Wastewater and Stormwater Pumping and Tankering Services during emergency and non-emergency events.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for pumping and tankering services throughout the city.

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 Assistant City Manager, in writing via e-mail (vtenaglia@stpetebeach.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-and-links/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.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on **10/18/2022 at 10:00 AM EST** via Zoom Video conference/Teleconference. Please contact the City's Assistant City Manager (vtenaglia@stpetebeach.org) for a meeting invitation and Zoom Meeting instructions.

COMPUTER

Zoom URL: <http://zoom.us/j/883794211>

Password: 33706

PHONE

Phone #: 929-205-6099

Meeting ID: 883-794-211

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 Assistant City Manager and shall be received no later than **10:00 PM EST on 10/26/2022**. 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 **11/9/2022 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, 155 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: **"Pumping and Tankering Services"**

CONTACT INFORMATION

Vince Tenaglia – Assistant City Manager

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

Office Phone - (727) 363-9250

E-mail: vtenaglia@stpetebeach.org

SCOPE OF WORK

The City of St. Pete Beach intends to contract the services of an experienced, qualified contractor to perform Domestic Wastewater and Stormwater Pumping and Tankering Services during emergency and non-emergency events. The selected contractor will provide all management, supervision, labor and equipment (to include pump trucks and tractor trailer tankers) to pump and transport domestic wastewater and stormwater sediment from sanitary sewer pump stations, wastewater collection systems, and stormwater baffle boxes and sumps throughout the City of St. Pete Beach to other designated points in the collection system or disposal facilities.

DETAILED SPECIFICATIONS

Disposal:

Wastewater: After the performance of Wastewater Removal Services, the Contractor shall dispose of vehicle contents (wastewater materials) as directed by a City of St. Pete Beach representative. It is anticipated, but not guaranteed, that most of the pumped wastewater shall be returned to the service system at manholes structures at wastewater lift stations. Any remaining liquids shall be disposed of properly by the contractor.

Sand and Foreign Materials: The Contractor shall be responsible for proper disposal of all sand, rags, grit, fats, oils, grease and foreign material in accordance with all Local, State and Federal requirements and these materials shall not be introduced back into the service system. The City will not allow the Contractor to dispose of these materials at City sites removed in performance of this contract. The City will require evidence from the Contractor that identifies its third-party disposal site for the disposal of sand and foreign wastewater and stormwater materials from citywide locations. The Contractor shall identify a Primary and Secondary (back-up) site that meets permitted disposal requirements. The City reserves the right to approve or reject the Contractor's primary and secondary (third party) disposal sites. The City will require documented evidence of the sand and foreign material disposal with any third parties utilized by the

Contractor for disposal with this Contract. The location of the Contractor third party disposal site must be within one (1) hour driving time from the City of St. Pete Beach.

Tipping Fees: The third party fees will be treated as a pass-through with no mark-up. Contractor to provide all invoices.

Type of Service:

Emergency: Emergency services require an on-site response, at any point, 24 hours a day, 365 days a year, throughout the City of St. Pete Beach, within one (1) hour of receiving the call from staff requesting activation. A failure to meet this time requirement will deem the vendor nonresponsive to this requirement.

Non-Emergency: Nonemergency services require an on-site response, at any point, on any day throughout the City of St. Pete Beach, within twenty-four (24) hours or less after receiving the call from staff requesting activation. Work to be performed between 7 am and 5 pm seven days a week, 365 days a year excluding National Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

Vehicle Requirements: Contractor must have a minimum dedicated fleet of five (5) or more pump trucks, vacuum trucks, and/or tractor trailer units for use on events and services performed during the execution of this contract.

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.

TERM

The resulting contract shall remain in effect until September 30, 2023, with the option to renew for three (3) additional one-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.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

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.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

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," context 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; floods; 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.

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, certifications, 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 a 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 careless 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 offsite 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 operations, 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 Contact 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 COMPLAINE 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 Fla. Stat. 448.05 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.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

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.

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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: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

(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. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

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

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

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

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(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.
5. _____, 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: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

VIII. SAMPLE AGREEMENT

See Attachment]



City of St Pete Beach Request for Bid

PUMPING AND TANKERING SERVICES

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

Bids due on or before
11/9/2022 at 10:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL

I. CONTENTS

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III.	BID SCHEDULE	4
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VII.	NON-COLLUSION AFFADAVIT	25
VIII.	SAMPLE AGREEMENT	26

The anticipated Schedule for this Solicitation is as follows:

ITEM	DATE	TIME
SOLICITATION ISSUED	10/12/22	N/A
PRE-BID MEETING – NON MANDATORY	10/18/22	10:00 AM
DEADLINE FOR RECEIPT OF QUESTIONS	10/26/22	10:00 AM
SUBMISSION DEADLINE	11/09/22	10:00 AM
SEALED BID OPENING	11/09/22	2:00 PM
CONTRACT AWARD	11/30/22	2:00 PM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in pumping and tankering services.

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 **"Pumping and Tankering Services"** 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.

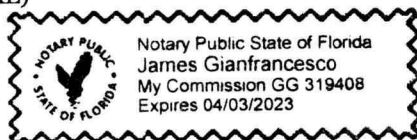
The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

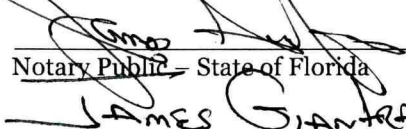
The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach **"Pumping and Tankering Services"**.

COMPANY: FCS, Inc DATE: 11/07/2022
ADDRESS: 3813 126th Ave N Clwt, Fl 33762 PHONE: 727-576-1111
BIDDER:  NAME: Justin Helms, Owner
(SIGNATURE) (PRINT NAME & TITLE)
STATE OF FLORIDA Florida
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2022, by Justin Helms, who is personally known to me or has produced _____ as identification.

(SEAL)




Notary Public - State of Florida
JAMES GIANFRANCESCO
(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

		Est Annual Usage - Hours	Hourly Rate (Vehicle + Operator)	Total
Pump Truck (Est 5,000 gal)	Non- Emergency	50	\$ 50.00	\$
Pump Truck (Est 5,000 gal)	Emergency	10	\$ 250.00	\$
Tractor Trailer/Tanker (Est 10,000 gal)	Non- Emergency	50	\$ No Bid	\$ No
Tractor Trailer/Tanker (Est 10,000 gal)	Emergency	10	\$ No Bid	\$ No
High Output Mobile Pump	Non- Emergency	50	\$ No Bid	\$ No
High Output Mobile Pump	Emergency	10	\$ No Bid	\$ No
Jet Vac Truck	Non- Emergency	50	\$ 250.00	\$
Jet Vac Truck	Emergency	10	\$ 250.00	\$
Additional Manpower		Est Annual Usage - Hours	Hourly Rate	
Extra Operator	Non- Emergency	50	\$ 130.00	\$
Extra Operator	Emergency	10	\$ 130.00	\$
TOTAL:				\$ 37,800.00



**City of St Pete Beach
Request for Bid**

**PUMPING AND TANKERING
SERVICES
Addendum 1**

**Bids due on or before
11/9/2022 at 10:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

The anticipated Schedule for this Solicitation is as follows:

ITEM	DATE	TIME
SOLICITATION ISSUED	10/12/22	N/A
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SEALED BID OPENING	11/09/22	2:00 PM
CONTRACT AWARD	11/30/22	2:00 PM

Questions from Non-Mandatory Pre-Bid on October 18, 2022.

All such Addendums (questions and answers) shall become a part of the contract documents.

Q1: Regarding section on Pg 8, Traffic Control and Staging Area, the contract reads: Contractor shall include all costs associated with vehicular and pedestrian control & maintenance during the project. My concern is that we do not provide nor set up Maintenance of Traffic (MOT). We need to be assured that any MOT will be set and provided at no additional cost to WRE.

A1: Contractor is responsible for providing maintenance of traffic to ensure worker safety while performing work under this contract. Any additional MOT requirements will be provided by the City.

Q2: Under the section, Type of Service, St. Pete Beach requires an “on-site response” within 1 hour of receiving a call. We need to understand exactly what this “on-site response” means. I’m not sure that in the event of an emergency, we could have our resources on-site with 1 hour from the time WRE receives a phone call. Also, just how many trucks would need to arrive within a 1-hour window?

A2: 1 hour response for emergencies is standard.

Q3: Under the section, Type of Service, St. Pete Beach states the Contractor must have a minimum “dedicated fleet” of 5 or more pump trucks for service. Please ask if Vactor trucks can be considered for this contract.

A3: Per the RFB, the 5 dedicated vehicles can be pump trucks (estimated 5000 gallon capacity), vacuum trucks, and/or tractor trailer units (estimated 10000 gallon capacity).

Q4: Tipping Fees, disposal etc., will be cover by the COSP correct? please note– there is no mark up.

A4: City will pay tipping fees directly as a pass-through fee.

Q5: Our Company Pump Trucks capacity are 4,000 gals. Your RFP scope of work shows 5,000 gal is that a minimum requirement? Or can we bid the job with our 4,000-gal trucks?

A5: Yes, 5000 gallons is just an estimate for that type of vehicle.

Q6: We do not have an Output Pump for bypass and 10k gal Trailers. Will this prevent us from bidding?

A6: No.



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

52-Q1-00013

OSTDS Service - SDS*

52-BID-5652752

Issued To: FCS Inc
3813 126th Avenue N #13
Clearwater, FL 33762

Mail To: FCS Inc
3813 126th Avenue N #13
Clearwater, FL 33762

County: **Pinellas**
Amount Paid: \$ 915.00
Date Paid: 10/26/2021
Issued Date: 01/01/2022

Expires On: 12/31/2022

Issued By:
Department of Health in Pinellas County
8751 Ulmerton Road, Suite 2000
Largo, FL 33771

(727) 538-7277

Owner: FCS Incorporated (DiBenedetto, Frank)

SDS Trucks: 24

TTS Trucks: 0

The facility shown above has been inspected by a duly authorized representative of the Department of Health, and was found in conformance with those rules promulgated by the department under the authority of chapters 381, 386 and 489 part III, Florida Statutes, and set forth in Rule 64E-6, Florida Administrative code.

This permit grants authority to operate the above referenced facility, service, or system in conformance with department rules and the conditions of operation shown below. This permit is revocable, upon service of notice, when it is determined by the department that the operational conditions and department standards are not being maintained.

The (24) trucks are to be inspected once a year by this department. All trucks must have disinfectant (lime or other) with them at all times.

*OSTDS Service Permit Abbreviations: **SDS** - Septage Disposal Service **TTS** - Temporary Tank Service **LAS** - Land Application Site
ATUM - ATU Maintenance Entity **LSF** - Lime Stabilization Facility **TM** - Tank Manufacturer

Original Customer: FCS Inc (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

52-Q1-00013

OSTDS - Service - SDS

52-BID-5652752

Issued To: FCS Inc
3813 126th Avenue N #13
Clearwater, FL 33762

Mail To: FCS Inc
3813 126th Avenue N #13
Clearwater, FL 33762

County: **Pinellas**
Amount Paid: \$ 915.00
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Issued Date: 01/01/2022
Expires On: 12/31/2022

Issued By:
Department of Health in Pinellas County
8751 Ulmerton Road, Suite 2000
Largo, FL 33771

(727) 538-7277

Owner: FCS Incorporated (DiBenedetto, Frank)



City of Pinellas Park

P.O. BOX 1100
PINELLAS PARK, FL 33780-1100
727-369-5647

BUSINESS TAX RECEIPT

License issued in accordance with
regulation under the authority of Chapter
13 Pinellas Park Code of Ordinance

Business Name: FCS INCORPORATED

Business Location: 3813 126TH AVE
CLEARWATER, FL 33762

Mailing Address: 3813 126TH AVE 13
CLEARWATER, FL 33762
MICHELLE HELMS - ACCT REP

Owner: Lisa Hicks

License Number:: 145042

License Type:: Construction

Issued Date: 9/30/2022

Classification: Commercial

Expiration Date: 9/30/2023

Fees Paid: \$108.00

TO BE POSTED IN A CONSPICUOUS PLACE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HELMS, JUSTIN TYLER

FCS, INC.
3813 126TH AVE N
CLEARWATER FL 33762

LICENSE NUMBER: CFC1429860

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**PINELLAS COUNTY UTILITIES
GREASE WASTE HAULER PERMIT
PERMIT NUMBER PCH0111**

In accordance with all the terms and conditions of the Pinellas County Code and any applicable provisions of Federal or State law or regulation:

**FCS, Inc.
3813 126th Avenue North
Clearwater, FL 33762
PERMIT # PCH0004**

Is hereby authorized to collect and haul grease waste within Pinellas County.



This permit is granted in accordance with the application filed with, Pinellas County Utilities and in conformity with the Grease Waste Hauler Permit Application and other information submitted that are filed with and considered as part of this permit, together with the appended named conditions and requirements. Violation of any permit conditions, or of Section 126 of the Pinellas County Code, shall subject the permittee to enforcement actions.

Permit Effective: 8/1/2020 – Permit Expiration: 7/31/2023

Daniel K. Umberger

**Dan Umberger, PG
Water Quality Management Specialist 2**

4/10/20

Date

Matthew Wotowiec

**Matthew Wotowiec
Water Quality Monitoring Manager**

4.13.2020

Date



Truck Name	YEAR	MAKE & MODEL	Size
Big Papa	2022	Western Star 49X(Coming)	
Big Daddy	1999	Mack CH613 Pump Truck	4200
Comanche	2014	Mack Pump Truck	5000
Grease Bandit	2011	Mack Pump Truck	5000
Grease Beast	2000	Mack Pump Truck	4500
Grease Buster	2020	Peterbuilt 567 Pump Truck	5500
Grease Monkey	2019	Peterbuilt 567 Pump Truck	5000
Grease Ninja	2015	Peterbuilt 567 Pump Truck	5500
Grease'inator	2013	Mack Pump Truck	5000
Hercules	2005	Sterling LT9500 Pump Trk	4200
Intimidator	2006	Sterling LT9500 Pump Trk	4500
Mack Daddy	2009	Mack Pump Truck	4500
Pumped Up	2006	Mack Pump Truck	4500
Regional	2014	Mack Pump Truck	5000
Stinky II	2007	Sterling LT9500 Pump Trk	4500
Sweet Pea	2009	Mack Pump Truck	4500
Top Greaser	2015	Peterbuilt 365 Pump Truck	5000
Little Sucker	2007	Freightliner	3000
Big Baby	2008	Hino Mini Pump Truck	2000
Grease Digger	2021	Kenworth T370	2500
Little Greaser	2018	Freightliner M-2	2500
PumpTimus Prime	2022	Dodge Ram 5500	1100
Silver Bullet	2005	Isuzu Mini Pump Trk	1000
Ghost Rider	2015	Ford F550-Tank Truck (Used)	1500
Dr. Pumper	2015	Ford F 750 Tank Truck	2500
Grease Hunter	2017	Freightliner M2 106 Tank Trk	2500
Baby Yoda	2014	Kenworth T800(15yds)	3030
Super Sucker	2002	Sterling Hydro VacCon(12yds)	1500
Rubbel(Roll Off)	2013	Kenworth(Roll Off)	



“Go Green with the FCS Team”
“Recycling GT Waste & Yellow Oil”



November 7, 2022



Good Morning,

I would like to thank you for the invitation to submit an official proposal for the Pumping & Tankering Services.

Enclosed is our official package, which includes the items you requested.

Our hope and goal is that this economically friendly program will create a win-win situation for both Pinellas County and FCS Incorporated. FCS Incorporated is a minority women owned business. We at FCS welcome Pinellas County's environmental sustainability efforts.

FCS currently empowers a fleet of 15- 4200- gallon plus vacuum trucks along with our 2- Vaccon trucks.

FCS has an excellent reputation in Client satisfaction. Our goal is to be the very best in our industry.

I would like to Thank you in advance for giving FCS an opportunity to participate in this Bid process.

Respectfully submitted,

*Justin Helms
FCS, Incorporated*

V: References & Minimum Qualifications

Pinellas County: Ron Moretuzzo 727-644-7024 © (RMoretuz@co.pinellas.fl.us)
Pinellas County: Mark Stamper 352-427-0424 © (MStamper@co.pinellas.fl.us)
Pinellas County: John Mize (Dunn) 727-365-3313 (JMize@co.pinellas.fl.us)
City of Pinellas Park: Everett Conway 727-235-2235 (EConway@Pinellas-Park.com)
City of St Pete Beach: Brett Warner 727-599-1750 © (BWarner@stpetebeach.org)

Disposal Facility:

Grease Depot, Inc 3805 126th Avenue North, Clearwater, FL 33762

FCS, Incorporated is a Florida business which incorporated March 19, 1986.

FCS is located at: 3813 126th Avenue North, Clearwater, Florida 33762

FCS has 65 employees

FCS is only based out of Clearwater, Florida where all Employees reside.

Point of Contact—Jeffery Helms FCS-3813 126th Avenue N, Clearwater, FL 33762 (727-576-1111)

FCS, Incorporated opened our doors in April 1986 and is a minority women-owned three generations strong family business. We have been proudly providing services for over thirty-six years and welcome environmental sustainability efforts. Our growth comes from a mix of traditional values, dedication, and new innovative ideas to accomplish one common goal—Satisfying our Customers. While our weakness comes from our strong work ethics may scare some individuals away. Our idea of doing a job is a job is worth doing well. We have been providing Emergency Pumping services, tank cleaning services, sludge dewatering, grit washing and disposal, pumping of Grease Interceptors, Septic Tanks and Lift Stations.

FCS will provide all labor, materials supervision, tools, equipment, and vehicles necessary for Emergency Pumping and Tankering Services. FCS's point of contact to administer the Agreement is Jeffery Helms (Cell-727-647-1999). Whereas the Office Line of 727-576-1111 is a 24-hr Line if so needed.

FCS has:

15-Pump Trucks w/ High Power Blower Pumps w/ Dump Ability on Tanks (4200-G) 2-Vac Con Hydro Trucks with Booms and

All of our personal are Confine Space Certified.

Oxygen Monitors & Blowers are used as Osha Required for Confine Space



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: Justin T. Helms
(Print individual's name and title)

for: FCS, Inc.
(Print name of entity submitting sworn statement)

at: 3813 126th Ave N, Clearwater, Fl 33762
(Business address)

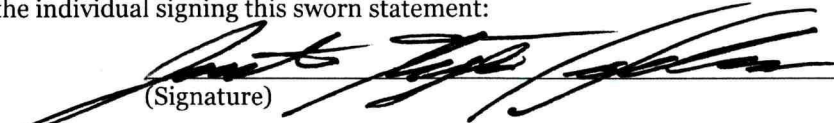
and (if applicable), its Federal Employer Identification Number (FEIN):

59-264-2043
(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.
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- 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

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☒ 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.

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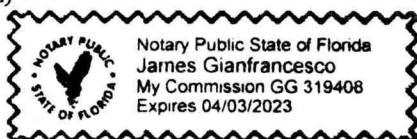
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I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I 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 Florida

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2022, by Justin T Helms, who is personally known to me or has produced _____ as identification.

(SEAL)



James Gianfrancesco
Notary Public – State of Florida

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

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida

COUNTY OF Pinellas

I state that I Justin T Helms, Owner of FCS, Inc,
(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.
5. FCS, Inc, 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: FCS, Inc.

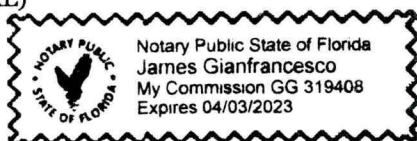
Signed By:

Print Name:

Justin T Helms

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2022, by Justin T Helms, who is personally known to me or has produced _____ as identification.

(SEAL)



James Gianfrancesco
Notary Public – State of Florida

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

The City of St. Pete Beach
SOLICITATION AWARD ANALYSIS
RFB

Award Information

- A. Description:** Pumping and Tankering Services
- B. Contractor:** FCS, Inc.
- C. Award Type:** Purchase Order
- D. Term of Award:** One Year Base with Three One-Year Options

Solicitation Information

- E. Issue Date and Offer Received Date:** October 3, 2022 and November 9, 2022
- F. Timely Bids Received:** Two (2)
- **Solicitation Process :** On October 3, 2022, the solicitation for Pumping and Tankering Services was posted on The City's website.
- G. Procurement received two (2) responsive bids on November 9, 2022 from FCS, Inc. and Wind River Environmental.**
- H. Price Review/Negotiation Record:** The Procurement Manager reviewed the pricing and determined that the bid for FCS, Inc. was considered fair and reasonable.
- I. Determination of Responsibility:** A responsibility review was conducted. FCS, Inc. is not listed on the federal government's debarred /suspended list (<https://www.sam.gov>) nor do they appear on the State of Florida List Of Convicted/Suspended/Discriminatory Vendor lists.
- J. Determination and Recommendation:** FCS, Inc. is determined to be responsible vendor and is, therefore, eligible and recommended for award.

Prepared: **Sharon Spellman**
Procurement Manager

St. Pete Beach City Commission Agenda Report

Issue Considered: Authorization to join Public Risk Management of Florida Health Trust

Date: December 6, 2022

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, Assistant City Manager

Summary of Issue: The City is currently under contract with Florida Blue for medical insurance through December 31, 2022. As has been the case for the last several years, the renewal for 2023 was subject to increasing health insurance costs and unfavorable plan experience.

The City's longstanding medical insurance broker, M.E. Wilson, received a renewal quote from Florida Blue and competing proposals from Cigna and Humana. Meanwhile, staff requested a proposal from Public Risk Management of Florida (PRM), an interlocal cooperative insurance pool, which also utilizes Florida Blue as the carrier. Following is a summary of all quoted options:

	Florida Blue			Cigna	Humana
	Current	Renewal	PRM		
Premium:	\$ 1,139,506	\$ 1,415,264	\$ 1,368,308	\$ 1,387,688	\$ 1,359,522
Increase:		24.2%	20.1%	21.8%	19.3%

The current Florida Blue plan is unique in that it is a balance-funded plan, allowing the City to share in any actuarial gains. Effective calendar year 2022, the City received a refund of approximately \$100,000 that has yet to be allocated and can be used to minimize the financial impact of any plan selected for 2023.

The Cigna proposal also includes a unique plan offering, with a one-time administrative credit of \$120,000 available to be applied to the premium, providing for a net increase of 11.25%. However, a transition to Cigna would mark the fourth carrier change in six years, with no commitment from Cigna to limit the City's future exposure to claims experience.

Staff recommends joining the PRM trust, which quoted its available plan designs most closely resembling the City's current plans. The PRM pricing model is structured as follows:

Effective Date	Increase
1/1/2023	20.1%
10/1/2023	Trust average
10/1/2024	Trust average +/- 6%

Joining PRM will address the City’s strategic objectives by limiting financial volatility, similar to the actions completed or underway to close the City’s defined benefit pension plans. The City’s costs will be much more predictable and stable with fewer disruptions to plan participants. The trust includes 59 public agencies and 7,500 covered employees. PRM’s average member renewal rate for 2022 was 4.5%.

The immediate challenge of joining the trust is transitioning from a calendar year basis to a fiscal year basis. The initial term will begin on January 1, 2023 and conclude September 30, 2023. Plan deductibles will be much less likely reached in the initial term.

Staff is therefore requesting authorization to apply the \$100,000 balance referenced previously to the 2023 healthcare program. The funds can be used to buy down the premium or fund individual Health Savings Accounts for employees, subject to further detail and as directed by the City Manager.

Dental plans will also be transitioned to PRM at a cost savings of approximately 5.7% under current rates. The total estimated cost of the dental program is \$27,000.

Funding: Sufficient funds are available to authorize expenditures. The weighted impact of the health insurance cost increase is 15.08%, consistent with the budgeted 15% estimate. Dental insurance was estimated at a 3% increase.

Requested Motion: “I move to authorize the City Manager to execute all contract documents required to join the Public Risk Management of Florida Health Trust.”

Attachment: PRM Proposal

Reviewed by the City Manager: _____



Public Risk Management of Florida Health Trust

Proposal for
City of St. Pete Beach





Introduction

Public Risk Management of Florida (“PRM”) is a purchasing cooperative of governmental agencies founded in 1987 for the purpose of banding together to obtain the most competitive contracts for the provision of Property & Casualty and Employee Benefit insurances. The PRM Health Trust is the vehicle through which the Employee Benefit insurances are offered and is pleased to provide the enclosed proposal for our benefit programs.

Medical/Rx	Dental
Medical/Rx plans that allow the flexibility to offer choice to employees at an affordable price, offered through FL Blue	Select from a High or Low Dental plan option, offered through FL Blue
Vision	Life & Disability
Two Vision vendors are available NVA or VSP, with the flexibility to offer voluntary or mixed contribution options	The flexibility to provide Life, Voluntary Life, STD, and LTD insurances with the option to offer Disability as voluntary or Employer paid



About PRM Group Health Trust

- Established in December 1989
- 59 Members
- Approximately 7,500 Covered Employees
- Governed by a Board of Directors that meet 4 times a year to review plan operation, financials, legislative issues, and other pertinent information
- Reports financials to the Florida Office of Insurance Regulation annually
- Legal Structure: Florida Statutes 112.08 Group Insurance for Public Officers and Employees
- The plan year begins on October 1 of each year
- Renewal discussions begin in April and are finalized and provided to you in June
- Entities can join the Trust at any time during the year but would transition to an October 1 plan year after joining
- You receive professional consulting services through World Risk Management, which acts as an insurance consultant and broker for PRM Health Trust and provides PRM membership with employee benefits expertise and guidance



Summary of Benefits for Covered Services	Current Plan 59	03559	Current Plan 126/127	05168/69 HSA Compatible	05180/81 HSA Compatible	Current Plan 45	05360
Deductible (DED) (Per Person/Family Agg)							
In-Network	\$500 / \$1,000	\$750 / \$2,250	\$1,500 / \$3,000	Non-Embedded \$1,500 / \$3,000	\$2,500 / \$5,000	\$1,500 / \$4,500	\$1,500 / \$4,500
Out-of-Network	N/A	Combined w/ In-Network	N/A	\$3,000 / \$6,000	\$5,000 / \$10,000	N/A	\$3,000 / \$9,000
Coinsurance (Member Responsibility)							
In-Network	10%	20%	10%	0%	0%	10%	20%
Out-of-Network	N/A	40%	N/A	20%	20%	N/A	40%
Out of Pocket Maximum (Per Person/Family Agg)				Non-Embedded			
In-Network	\$3,500 / \$7,000	\$3,000 / \$6,000	\$3,000 / \$6,000	\$1,500 / \$3,000	\$2,500 / \$5,000	\$4,000 / \$8,000	\$3,000 / \$6,000
Out-of-Network		Combined w/ In-Network	N/A	\$6,000 / \$12,000	\$10,000 / \$20,000	N/A	\$5,000 / \$10,000
Professional Provider Services							
Teladoc	No Charge	\$0	DED, then 10%	\$0	\$0	No Charge	\$0
Office Services							
In-Network Family Physician	\$15	\$20	DED, then 10%	DED	DED	\$30	\$25
In-Network Specialist	\$35	\$35	DED, then 10%	DED	DED	\$55	\$75
Out-of-Network	N/A	40% AD	N/A	DED + 20%	DED + 20%	N/A	40% AD
Emergency Medical Care							
Urgent Care Centers (UCC)							
In-Network	\$35	\$35	DED, then 10%	DED	DED	\$60	\$75
Out-of-Network	\$35	\$35		DED	DED	\$60	\$75
Emergency Room Facility Services (per visit)							
In-Network	\$100	\$100 copay	DED, then 10%	DED	DED	\$250	20% AD
Out-of-Network	\$100	\$100 copay	DED, then 10%	DED	DED	\$250	20% AD
Outpatient Diagnostic Services							
Independent Diagnostic Testing Facility Services (per visit) (e.g. X-rays)(Incl. Provider Services)							
In-Network -Diagnostic Services (except AIS)	\$35	\$50	DED, then 10%	DED	DED	\$50	20% AD
In-Network - Advanced Imaging Services (AIS)(MRI, MRA, PET, CT, Nuclear Med.)	\$75	\$100	DED, then 10%	DED	DED	\$250	20% AD
Out-of-Network	N/A	40% AD	N/A	DED + 20%	DED + 20%	N/A	40% AD
Independent Clinical Lab (e.g. Blood Work)							
In-Network	No Charge N/A	\$0 40% AD	DED, then 10%	DED	DED	No Charge N/A	\$0
Out-of-Network			N/A	DED + 20%	DED + 40%		40% AD
Hospital/Surgical							
Outpatient Hospital Facility Services (per visit)							
In-Network	\$350 copay/visit	Option 1 - \$150 Option 2 - \$250	DED, then 10%	Option 1 - DED Option 2 - DED	Option 1 - DED Option 2 - DED	\$400 copay/visit	Option 1 - 20% AD Option 2 - 20% AD
Out-of-Network	N/A	\$350	N/A	DED + 20%	DED + 20%		40% AD



Summary of Benefits for Covered Services	Current Plan 59	03559	Current Plan 126/127	05168/69 HSA Compatible	05180/81 HSA Compatible	Current Plan 45	05360
Inpatient Hospital Facility and Rehabilitation Services (per admit)							
In-Network	\$500	Option 1 - \$750 Option 2 - \$1000	DED, then 10%	Option 1 - DED Option 2 - DED	Option 1 - DED Option 2 - DED	DED, then 10%	Option 1 - 20% AD Option 2 - 20% AD
Out-of-Network	N/A	40% AD	N/A	DED + 20%	DED + 20%	N/A	40% AD
Prescription Drug Coverage Generic / Preferred Brand / Non-Preferred Brand							
Retail (30 Days)							
In-Network	\$10 / \$50 / \$80	\$10 / \$25 / \$60 50% of allowance	Deductible, then \$10 / \$50 / \$80 N/A	100% after DED 100% after DED	100% after DED 100% after DED	\$10 / \$50 / \$80	\$10 / \$35 / \$70 50% of allowance
Mail Order (90 Days)							
Generic/Preferred Brand/Non-Preferred Brand							
In-Network	2.5 times	\$20 / \$50 / \$120	2.5 times	100% after DED	100% after DED	2.5 times	\$20 / \$70 / \$140
Out-of-Network Specialty 4th Tier - Retail		50% of allowance N/A		100% after DED N/A	100% after DED N/A		50% of allowance N/A
Premium Rates							
	Current	Proposed	Current	Proposed	Proposed	Current	Proposed
Employee	\$798.30	\$917.43	\$679.71	\$933.92	\$823.44	\$746.00	\$890.26
Employee + Spouse	\$1,532.75	\$2,153.79	\$1,305.06	\$2,192.51	\$1,933.14	\$1,432.30	\$2,090.02
Employee + Children	\$1,899.98	\$1,667.66	\$1,617.72	\$1,697.64	\$1,496.81	\$1,775.47	\$1,618.28
Family	\$2,554.58	\$2,841.27	\$2,175.09	\$2,892.35	\$2,550.19	\$2,387.19	\$2,757.14
Annual Total	\$199,880	\$229,903	\$237,234	\$315,840	\$278,477	\$388,067	\$475,613
% Difference by Plan		15.02%		33.13%	17.38%		22.56%
	Current	Proposed 1 Plan 03559/05168-69/05360			Proposed 2 Plan 03559/05180-81/05360		
Total Plans	\$825,181	\$1,021,356			\$983,992		
% Difference		23.8%			19.2%		

1. The City of St. Pete Beach rates are illustrative and approval to join PRM-GHT is subject to Voya's final approval.
2. The City of St. Pete Beach Rates are subject to change based upon mid-year experience review (June-July 2023). If the City of St. Pete Beach's paid loss ratio is greater than 100%, a 12% maximum rate increase may apply starting 10/1/23. If the City's paid loss ratio is less than 100%, rates will remain flat through 10/1/24.



Blue Options 03559

Monthly Premium	
Employee Only	\$917.43
Employee + Spouse	\$2,153.79
Employee + Child(ren)	\$1,667.66
Family	\$2,841.27

Summary of Benefits for Covered Services	03559
Deductible (DED) (Per Person/Family Agg)	
In-Network	\$750 / \$2,250
Out-of-Network	Combined w/ In-Network
Coinsurance (Member Responsibility)	
In-Network	20%
Out-of-Network	40%
Out of Pocket Maximum (Per Person/Family Agg)	
In-Network	\$3,000 / \$6,000
Out-of-Network	Combined w/ In-Network
Professional Provider Services	
Teladoc	\$0
Office Services	
In-Network Family Physician	\$20
In-Network Specialist	\$35
Out-of-Network	40% AD
Emergency Medical Care	
Urgent Care Centers (UCC)	
In-Network	\$35
Out-of-Network	\$35
Emergency Room Facility Services (per visit)	
In-Network	\$100 copay
Out-of-Network	\$100 copay
Outpatient Diagnostic Services	
Independent Diagnostic Testing Facility Services (per visit) (e.g. X-rays)(Incl. Provider Services)	
In-Network -Diagnostic Services (except AIS)	\$50
In-Network - Advanced Imaging Services (AIS)(MRI, MRA, PET, CT, Nuclear Med.)	\$100
Out-of-Network	40% AD
Independent Clinical Lab (e.g., Blood Work)	
In-Network	\$0 40% AD
Out-of-Network	
Hospital/Surgical	
Outpatient Hospital Facility Services (per visit)	
In-Network	Option 1 - \$150 Option 2 - \$250
Out-of-Network	\$350
Inpatient Hospital Facility and Rehabilitation Services (per admit)	
In-Network	Option 1 - \$750 Option 2 - \$1000
Out-of-Network	40% AD
Prescription Drug Coverage	
Generic / Preferred Brand / Non-Preferred Brand	
Retail (30 Days)	
In-Network	\$10 / \$25 / \$60
Out-of-Network	50% of allowance
Mail Order (90 Days)	
Generic/Preferred Brand/Non-Preferred Brand	
In-Network	\$20 / \$50 / \$120
Out-of-Network	50% of allowance
Specialty 4th Tier - Retail	N/A



Blue Options 05168/69

Monthly Premium	
Employee Only	\$933.92
Employee + Spouse	\$2,192.51
Employee + Child(ren)	\$1,697.64
Family	\$2,892.35

Summary of Benefits for Covered Services		05168/69 HSA Compatible
Deductible (DED) (Per Person/Family Agg)		Non-Embedded
In-Network		\$1,500 / \$3,000
Out-of-Network		\$3,000 / \$6,000
Coinsurance (Member Responsibility)		0%
In-Network		20%
Out-of-Network		
Out of Pocket Maximum (Per Person/Family Agg)		Non-Embedded
In-Network		\$1,500 / \$3,000
Out-of-Network		\$6,000 / \$12,000
Professional Provider Services		
Teladoc		\$0
Office Services		DED
In-Network Family Physician		DED
In-Network Specialist		DED + 20%
Out-of-Network		
Emergency Medical Care		
Urgent Care Centers (UCC)		DED
In-Network		DED
Out-of-Network		
Emergency Room Facility Services (per visit)		DED
In-Network		DED
Out-of-Network		
Outpatient Diagnostic Services		
Independent Diagnostic Testing Facility Services (per visit) (e.g. X-rays)(Incl. Provider Services)		DED
In-Network -Diagnostic Services (except AIS)		DED
In-Network - Advanced Imaging Services (AIS)(MRI, MRA, PET, CT, Nuclear Med.)		DED + 20%
Out-of-Network		
Independent Clinical Lab (e.g. Blood Work)		DED
In-Network		DED + 20%
Out-of-Network		
Hospital/Surgical		
Outpatient Hospital Facility Services (per visit)		
In-Network		Option 1 - DED
Out-of-Network		Option 2 - DED
Out-of-Network		DED + 20%
Inpatient Hospital Facility and Rehabilitation Services (per admit)		
In-Network		Option 1 - DED
Out-of-Network		Option 2 - DED
Out-of-Network		DED + 20%
Prescription Drug Coverage		
<i>Generic / Preferred Brand / Non-Preferred Brand</i>		
Retail (30 Days)		100% after DED
In-Network		100% after DED
Out-of-Network		
Mail Order (90 Days)		
Generic/Preferred Brand/Non-Preferred Brand		
In-Network		100% after DED
Out-of-Network		100% after DED
Specialty 4th Tier - Retail		N/A



Blue Options 05180/81

Monthly Premium	
Employee Only	\$823.44
Employee + Spouse	\$1,933.14
Employee + Child(ren)	\$1,496.81
Family	\$2,550.19

Summary of Benefits for Covered Services	05180/81 HSA Compatible
Deductible (DED) (Per Person/Family Agg)	
In-Network	\$2,500 / \$5,000
Out-of-Network	\$5,000 / \$10,000
Coinsurance (Member Responsibility)	
In-Network	0%
Out-of-Network	20%
Out of Pocket Maximum (Per Person/Family Agg)	
In-Network	\$2,500 / \$5,000
Out-of-Network	\$10,000 / \$20,000
Professional Provider Services	
Teladoc	\$0
Office Services	
In-Network Family Physician	DED
In-Network Specialist	DED
Out-of-Network	DED + 20%
Emergency Medical Care	
Urgent Care Centers (UCC)	
In-Network	DED
Out-of-Network	DED
Emergency Room Facility Services (per visit)	
In-Network	DED
Out-of-Network	DED
Outpatient Diagnostic Services	
Independent Diagnostic Testing Facility Services (per visit) (e.g. X-rays)(Incl. Provider Services)	
In-Network -Diagnostic Services (except AIS)	DED
In-Network - Advanced Imaging Services (AIS)(MRI, MRA, PET, CT, Nuclear Med.)	DED
Out-of-Network	DED + 20%
Independent Clinical Lab (e.g. Blood Work)	
In-Network	DED
Out-of-Network	DED + 40%
Hospital/Surgical	
Outpatient Hospital Facility Services (per visit)	
In-Network	Option 1 - DED Option 2 - DED
Out-of-Network	DED + 20%
Inpatient Hospital Facility and Rehabilitation Services (per admit)	
In-Network	Option 1 - DED Option 2 - DED
Out-of-Network	DED + 20%
Prescription Drug Coverage	
<i>Generic / Preferred Brand / Non-Preferred Brand</i>	
Retail (30 Days)	
In-Network	100% after DED
Out-of-Network	100% after DED
Mail Order (90 Days)	
Generic/Preferred Brand/Non-Preferred Brand	
In-Network	100% after DED
Out-of-Network	100% after DED
Specialty 4th Tier - Retail	N/A



Blue Options 05360

Monthly Premium	
Employee Only	\$890.26
Employee + Spouse	\$2,090.02
Employee + Child(ren)	\$1,618.28
Family	\$2,757.14

Summary of Benefits for Covered Services	05360
Deductible (DED) (Per Person/Family Agg)	
In-Network	\$1,500 / \$4,500
Out-of-Network	\$3,000 / \$9,000
Coinsurance (Member Responsibility)	
In-Network	20%
Out-of-Network	40%
Out of Pocket Maximum (Per Person/Family Agg)	
In-Network	\$3,000 / \$6,000
Out-of-Network	\$5,000 / \$10,000
Professional Provider Services	
Teladoc	\$0
Office Services	
In-Network Family Physician	\$25
In-Network Specialist	\$75
Out-of-Network	40% AD
Emergency Medical Care	
Urgent Care Centers (UCC)	
In-Network	\$75
Out-of-Network	\$75
Emergency Room Facility Services (per visit)	
In-Network	20% AD
Out-of-Network	20% AD
Outpatient Diagnostic Services	
Independent Diagnostic Testing Facility Services (per visit) (e.g. X-rays)(Incl. Provider Services)	
In-Network -Diagnostic Services (except AIS)	20% AD
In-Network - Advanced Imaging Services (AIS)(MRI, MRA, PET, CT, Nuclear Med.)	20% AD
Out-of-Network	40% AD
Independent Clinical Lab (e.g. Blood Work)	
In-Network	\$0
Out-of-Network	40% AD
Hospital/Surgical	
Outpatient Hospital Facility Services (per visit)	
In-Network	Option 1 - 20% AD Option 2 - 20% AD
Out-of-Network	40% AD
Inpatient Hospital Facility and Rehabilitation Services (per admit)	
In-Network	Option 1 - 20% AD Option 2 - 20% AD
Out-of-Network	40% AD
Prescription Drug Coverage	
<i>Generic / Preferred Brand / Non-Preferred Brand</i>	
Retail (30 Days)	
In-Network	\$10 / \$35 /\$70
Out-of-Network	50% of allowance
Mail Order (90 Days)	
Generic/Preferred Brand/Non-Preferred Brand	
In-Network	\$20 /\$70 / \$140
Out-of-Network	50% of allowance
Specialty 4th Tier - Retail	N/A



Dental

- Two Dental plan options are available through FL Blue.
- Entities can choose which plan they want to offer and customize their rating tiers.

Florida Combined Dental		High Plan	Low Plan
Deductible (Basic and Major) Person/Family		\$50/\$100	\$50/\$100
Preventative		100%	100%
Basic		80%	80%
Major		50%	50%
Orthodontia Ortho Max		50% \$1,500	50% \$1,000
Calendar Year Maximum Benefit per person		\$3,000	\$2,000
Monthly Premium		High Plan	Low Plan
Two Tier	Employee	\$31.79	\$24.94
	Family	\$83.99	\$67.42
Three Tier	Employee	\$29.85	\$23.95
	Employee +1	\$62.85	\$50.47
	Employee + 2	\$104.96	\$83.92
Four Tier	Employee	\$31.97	\$25.66
	Employee + Spouse	\$63.94	\$50.88
	Employee + Child(ren)	\$57.73	\$45.97
	Family	\$102.64	\$82.11

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2022-23 Brownfield Designation

Date: December 6, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: Designating property located in the vicinity of 10 Corey Avenue, St Pete Beach, FL 33706 as a brownfield area pursuant to section 376.80 (2)(C), Florida Statutes, for the purpose of environmental rehabilitation, job creation, and promoting economic development.

Pursuant to Sections 376.77 - 376.85, Florida Statutes, the State of Florida has provided for the designation of a "brownfield area" by resolution at the request of the person who owns or controls one or more real estate parcels, to provide for their environmental remediation and redevelopment, and promote economic development and revitalization generally. Section 376.79 defines a brownfield area as "real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.

Based on the Brownfield Area Designation Eligibility Statement document, staff recommends approval. RAM has demonstrated that the subject property meets the definition of a brownfield site and that it satisfies the five statutory criteria for designation.

Funding: N/A

Requested Motion: No Action. Second public hearing will be held December 6, 2022 at 6:00 p.m. in these Chambers.

Attachments:

1. Resolution 22-23 - Brownfield Designation Final
2. Green Reuse Area Designation Request Package - Corey Landing (RRPVI Corey SPB LLLP)

(00054139xC4D3E)

RESOLUTION 2022-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, MAKING FINDINGS; DESIGNATING PROPERTY LOCATED IN THE VICINITY OF 10 COREY AVENUE, ST. PETE BEACH, FLORIDA, 33706 AND IDENTIFIED BY PARCEL ID NOS. 36-31-15-00000-140-0100, 36-31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31-15-78084-000-0142, AND 25-31-15-78084-000-0141, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80 (2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF ST. PETE BEACH TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR SCRIVENOR'S ERROR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 376.77 – 376.85, Florida Statutes, the State of Florida has provided for designation of a “brownfield area” by resolution at the request of the person who owns or controls one or more real estate parcels, to provide for their environmental remediation and redevelopment, and promote economic development and revitalization generally.

WHEREAS, Section 376.79 defines a brownfield area as “real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.”

WHEREAS, RRPVI Corey SPB LLLP (“Ram”) has requested that the City Commission of the City of St. Pete Beach, Florida (the “City”) designate the property located at 7345 Bay Street, 71 Corey Avenue, 1 Corey Avenue, 10 Corey Avenue, and 73 75th Avenue, St. Pete Beach, Florida 33706, occupying Parcel Numbers 36-31-15-00000-140-0100, 36-31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31-15-78084-000-0142, and 25-31-15-78084-000-0141 (the “Subject Property”), as depicted in Exhibit “A” and more particularly described in Exhibit “B” as the Corey Landing Green Reuse Area pursuant to Section 376.80 (2)(c), Florida Statutes, as amended, of Florida’s Brownfields Redevelopment Act.

WHEREAS, St. Pete Beach Holdings, LLC, the owner of the Subject Property, has consented to the designation.

WHEREAS, the City of St. Pete Beach has considered: (1) whether the Subject Property warrants economic development and has a reasonable potential for such activities; (2) whether the Subject Property to be designated represents a reasonably focused approach and is not overly large in geographic coverage; (3) whether the Subject Property has potential to interest the private sector in participating in rehabilitation; and (4) whether the Subject Property contains sites or parts of sites suitable for limited recreational space and for commercial and multi-family residential development.

WHEREAS, the City of St. Pete Beach has reviewed the relevant criteria that apply in such designations as specified in Section 376.80 (2)(c), Florida Statutes, as amended, and has determined that the Subject Property qualifies for this designation because the following requirements have been satisfied: (1) Ram controls the Subject Property, has agreed to rehabilitate and redevelop the Subject Property, and the property owners consents to the designation; (2) the rehabilitation and redevelopment of the Subject Property will result in economic productivity of the area, along with the creation of at least five new permanent jobs which are full-time equivalent jobs not associated with the implementation of the Brownfield site rehabilitation and redevelopment; (3) the redevelopment of the Subject Property is consistent with the City's comprehensive plan with a mixed-use multifamily residential and commercial development and is a permissible use under the City's Land Development Code; (4) proper notice of the proposed rehabilitation of the Subject Property has been provided to neighboring property owners and nearby residents, and Ram has provided those receiving notice the opportunity to provide comments and suggestions about the rehabilitation; and (5) Ram has provided reasonable assurance that it has sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan on the property.

WHEREAS, the City finds that City Hall is a location reasonably proximate to the area described herein and provides a fair and convenient venue for public input.

WHEREAS, the notice, publication, and public hearing requirements set forth in Section 376.80 (1), Florida Statutes, as amended, have been satisfied.

WHEREAS, the City shall notify the Florida Department of Environmental Protection ("FDEP") in writing and provide a copy of this Resolution setting forth the designation of the Corey Landing Green Reuse Area, a "brownfield area" to further its rehabilitation and redevelopment for purposes of Sections 376.77 – 376.85, Florida Statutes.

WHEREAS, the applicable procedures set forth in Sections 376.80 and 166.041, Florida Statutes, have been followed and proper notice has been provided in accordance with Sections 376.80 (1) and 166.041 (3)(c)(2), Florida Statutes.

WHEREAS, such designation shall not render the City liable for costs of site rehabilitation, including remediation, or source removal, as those terms are defined in Sections 376.79 (19) and (20), Florida Statutes, or for any other costs, above and beyond those costs attributed to the adoption of this Resolution.

WHEREAS, the City Commission of the City of St. Pete Beach finds that this Resolution is in the best interest of the health, safety, and welfare of its citizens.

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 finds that Ram has satisfied the criteria set forth in Section 376.80 (2)(c), Florida Statutes.

SECTION 3. Pursuant to the Florida Brownfields Redevelopment Act, Sections 376.77 through 376.86, Florida Statutes, the City Commission designates the Subject Property depicted on Exhibit “A” and legally described in Exhibit “B” attached hereto and incorporated herein by reference is hereby designated as a “Brownfield area” for purposes of Sections 376.77 – 376.85, Florida Statutes.

SECTION 4. Ram shall be responsible for the Brownfield site remediation and rehabilitation on the property currently owned by it within the Brownfield area.

SECTION 5. The City Clerk is hereby authorized to notify the FDEP of the City Commission’s resolution to designate the Corey Landing Green Reuse Area a “brownfield area” for remediation, rehabilitation, and economic development for the purposes set forth in Sections 376.66 through 376.85, Florida Statutes.

SECTION 6. Designating said area as a Brownfield area shall in no way render the City responsible for costs of site rehabilitation or source removal, as those terms are defined in Section 376.79 (17-18), Florida Statutes, or for any other costs that may arise or be incurred.

SECTION 7. If any provision of this resolution or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or application of this resolution which can be given effect without the invalid provision or application, and to thus end the provision of this resolution are severable.

SECTION 8. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

SECTION 9. 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

EXHIBIT A

PROPERTY SUMMARIES

Property Summary (as of 15-Sep-2022)

Parcel Number

36-31-15-00000-140-0100

Owner Name

ST PETE BEACH HOLDINGS LLC

Property Use

1090 Vacant Commercial Land w/XFSB

Site Address

10 COREY AVE

ST PETE BEACH FL 33706

Mailing Address

C/O GREG WOLFSON - RAIT FINANCIAL TRUST

2 LOGAN SQ FL 23

PHILADELPHIA PA 19103-2734

Legal Description

PART OF GOVT LOT 1 IN SEC 36-31-15 DESC FROM MOST N'LY COR OF BLK 52 OF GEORGIA AVE REP TH CUR LT RAD 593.99FT ARC 309.92FT CB N45D03'09"E 306.42FT FO

Current Tax District

ST PETE BEACH (SPB)

Year Built

Heated SF

Gross SF

Living Units

Buildings

0

Parcel Map

Exemptions

Year	Homestead	Use %	Status
2023	No	0%	
2022	No	0%	
2021	No	0%	

Property Exemptions & Classifications

No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	/

2022 Preliminary Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$1,997,788	\$1,760,277	\$1,760,277	\$1,997,788	\$1,760,277

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$1,518,811	\$1,518,811	\$1,518,811	\$1,518,811	\$1,518,811
2019	N	\$1,439,568	\$1,439,568	\$1,439,568	\$1,439,568	\$1,439,568
2018	N	\$1,358,127	\$1,358,127	\$1,358,127	\$1,358,127	\$1,358,127
2017	N	\$1,278,884	\$1,278,884	\$1,278,884	\$1,278,884	\$1,278,884
2016	N	\$1,199,640	\$1,199,640	\$1,199,640	\$1,199,640	\$1,199,640

2021 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
15-Aug-2006	\$0	U	I	STROSS JOHN E	WILLIAM KARNS ENTERPRISES INC	15308/0804
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$5,850,000	U	I	STROSS JOHN E	KARNS, WILLIAM ENTERPRISES INC	14913/1047
10-Dec-2001	\$100	U	I	TAPPAN CARLEEN R PR	STROSS, JOHN E	11765/2011

2022 Land Information

Land Area: 1.0700 acres 46,609 sf		Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant Commercial	0x0	\$50	46,614	SF	1.0000	\$2,330,701

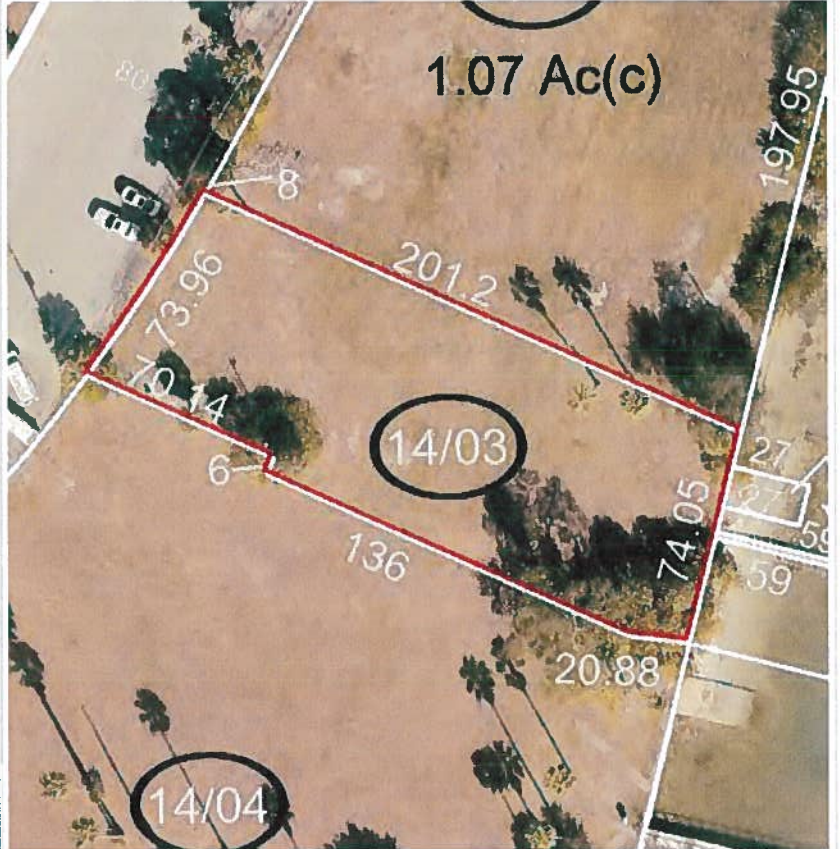
2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
DOCK	\$38.00	1,292.0	\$49,096	\$19,638	1976

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20101063	DOCK	23-Sep-2010	\$5,400
RC40757-10	DOCK	30-Jul-2010	\$0
20070804	DEMOLITION	23-Jul-2007	\$30,000
16158	ROOF	09-Jan-1998	\$740
14934	ROOF	14-Jul-1997	\$1,800
14670	DOCK	28-Apr-1997	\$6,000
014518	CANOPY	18-Apr-1997	\$1,100
14103	ADDITION/REMODEL/RENOVATION	19-Mar-1997	\$15,000

Property Summary (as of 15-Sep-2022)				Parcel Map		
Parcel Number 36-31-15-00000-140-0300						
Owner Name ST PETE BEACH HOLDINGS LLC						
Property Use 1090 Vacant Commercial Land w/XFSB						
Site Address COREY AVE ST PETE BEACH FL 33706						
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904						
Legal Description PART OF GOVT LOT 1 IN SEC 36-31-15 DESC FROM MOST N'LY COR OF BLK 52 OF GEORGIA AVE REP TH CUR LT RAD 593.99FT ARC 235.96FT CB N48D37'10"E 234.42 FT F						
Current Tax District ST PETE BEACH (SPB)						
Year Built						
Heated SF	Gross SF	Living Units	Buildings			
			0			
Exemptions						
Year	Homestead	Use %	Status	Property Exemptions & Classifications No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).		
2023	No	0%				
2022	No	0%				
2021	No	0%				
Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	/
2022 Preliminary Values						
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value	
2022	\$697,663	\$621,588	\$621,588	\$697,663	\$621,588	
Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$536,181	\$536,181	\$536,181	\$536,181	\$536,181
2019	N	\$508,274	\$508,274	\$508,274	\$508,274	\$508,274
2018	N	\$479,374	\$479,374	\$479,374	\$479,374	\$479,374
2017	N	\$451,468	\$451,468	\$451,468	\$451,468	\$451,468
2016	N	\$423,562	\$423,562	\$423,562	\$423,562	\$423,562

2021 Tax Information



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Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
26-Apr-2006	\$0	QM	I	WILLIAM KARNs ENTERPRIZES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$3,800,000	U	I	RICHARDSON RICHARD A	KARNs, WILLIAM ENTERPRISES INC	14913/1065
01-Nov-2001	\$0	U	I	TAPPAN CARLEEN R PR	RICHARDSON, RICHARD A	11655/1576
01-Nov-2001	\$598,300	Q	I	TAPPAN & STROSS PROPERTIES L C	RICHARDSON, RICHARD A	11655/1487

2022 Land Information

Land Area: 0.3770 acres 16,422 sf			Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value	
Vacant Commercial	74x226	\$50	16,416	SF	1.0000	\$820,780	

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
DOCK	0.00	584.0	\$0	\$0	1976

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
RC41886-12	DOCK	02-May-2012	\$0
20120298	DOCK	22-Mar-2012	\$8,033
20070805	DEMOLITION	23-Jul-2007	\$25,000
20020338	ADDITION/REMODEL/RENOVATION	12-Jun-2002	\$27,000
20020439	ADDITION/REMODEL/RENOVATION	05-Jun-2002	\$13,500

Property Summary (as of 15-Sep-2022)				Parcel Map		
Parcel Number 36-31-15-00000-140-0400						
Owner Name ST PETE BEACH HOLDINGS LLC						
Property Use 1090 Vacant Commercial Land w/XFSB						
Site Address 7345 BAY ST ST PETE BEACH FL 33706						
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904						
Legal Description PART OF GOVT LOT 1 IN SEC 36-31-15 DESC FROM MOST N'LY COR OF BLK 52 OF GEORGIA AVE REP TH CUR LT RAD 593.99FT ARC 60.08FT CB N57,06,05E 60.07FT FOR P						
Current Tax District ST PETE BEACH (SPB)						
Year Built						
Heated SF	Gross SF	Living Units	Buildings			
			0			
Exemptions						
Year	Homestead	Use %	Status	Property Exemptions & Classifications No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).		
2023	No	0%				
2022	No	0%				
2021	No	0%				
Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	/
2022 Preliminary Values						
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value	
2022	\$3,007,650	\$2,649,830	\$2,649,830	\$3,007,650	\$2,649,830	
Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$2,286,500	\$2,286,500	\$2,286,500	\$2,286,500	\$2,286,500
2019	N	\$2,167,124	\$2,167,124	\$2,167,124	\$2,167,124	\$2,167,124
2018	N	\$2,044,689	\$2,044,689	\$2,044,689	\$2,044,689	\$2,044,689
2017	N	\$1,925,313	\$1,925,313	\$1,925,313	\$1,925,313	\$1,925,313
2016	N	\$1,805,937	\$1,805,937	\$1,805,937	\$1,805,937	\$1,805,937

2021 Tax Information



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Tax Bill

[View 2021 Tax Bill](#)

2021 Millage Rate

16.7666

Tax District

(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
26-Apr-2006	\$0	QM	I	WILLIAM KARNs ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$7,505,000	U	I	R L FRENCH LAND DEVELOPMENT IN	KARNs, WILLIAM ENTERPRISES INC	14913/1069
03-Feb-2006	\$40,000,000	U	I	WILLIAM KARNs ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	14913/1075
03-Feb-2006	\$100	U	I	RL FRENCH REAL EST HOLDINGS IN	KARNs, WILLIAM ENTERPRISES INC	14913/1071

2022 Land Information

Land Area: 1.6125 acres | 70,241 sf

Frontage and/or View: Intracoastal

Seawall: No

Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant Commercial	0x0	\$50	70,221	SF	1.0000	\$3,511,052

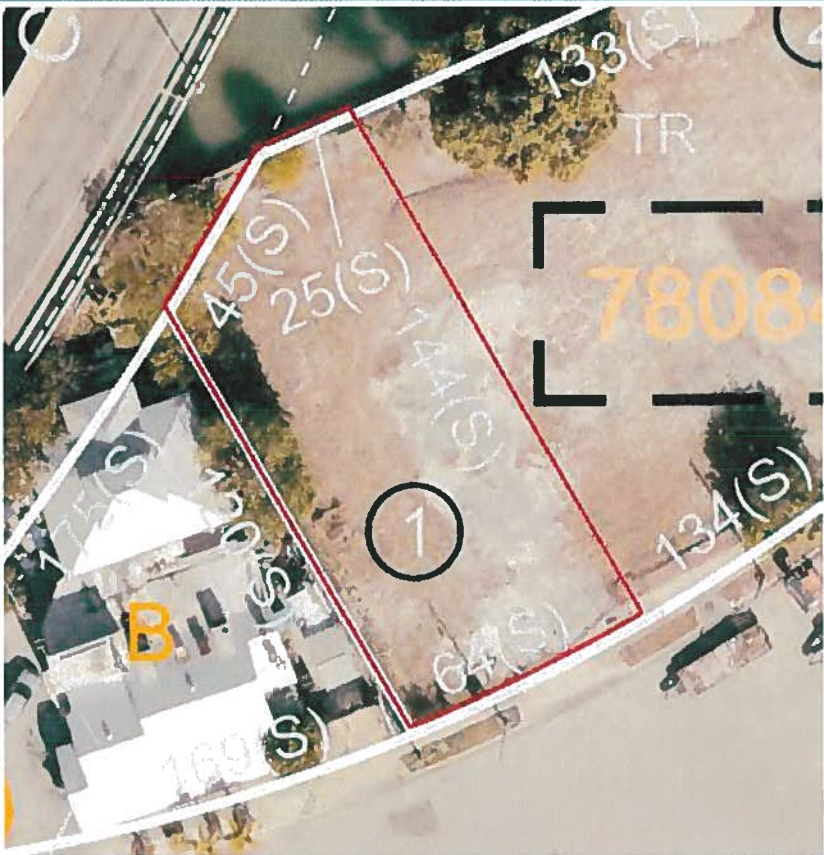
2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
DOCK	\$38.00	1,200.0	\$45,600	\$18,240	1976
DOCK	\$38.00	600.0	\$22,800	\$9,120	1976

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20070801	DEMOLITION	23-Jul-2007	\$3,000
20041416	ROOF	02-Nov-2004	\$5,400
M3289203	DOCK	13-May-2003	\$0
20030298	DOCK	01-May-2003	\$38,000
PER-H-CB270676	MISCELLANEOUS	07-Mar-2003	\$903
M2961801	DOCK	04-Jun-2001	\$0
15391	MISCELLANEOUS	10-Sep-1997	\$3,250
014357	MISCELLANEOUS	18-Apr-1997	\$1,000
14208	ROOF	12-Mar-1997	\$3,600

Property Summary (as of 15-Sep-2022)				Parcel Map
Parcel Number 25-31-15-78084-000-0141				
Owner Name ST PETE BEACH HOLDINGS LLC				
Property Use 1000 Vacant Commercial Land				
Site Address 73 75TH AVE ST PETE BEACH FL 33706				
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904				
Legal Description ST PETERSBURG BEACH REPLAT PLAT VACATING PORTIONS OF. PT TR 14 DESC AS BEG SE COR OF LOT B, CAROLINA AVE REP & N R/W OF COREY CIR TH N30DW 120 FT(S) T				
Current Tax District ST PETE BEACH (SPB)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings	
			0	
				

Exemptions			
Year	Homestead	Use %	Status
2023	No	0%	
2022	No	0%	
2021	No	0%	
Property Exemptions & Classifications No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).			

Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	23/20

2022 Preliminary Values					
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$373,461	\$328,646	\$328,646	\$373,461	\$328,646

Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$283,830	\$283,830	\$283,830	\$283,830	\$283,830
2019	N	\$268,892	\$268,892	\$268,892	\$268,892	\$268,892
2018	N	\$253,954	\$253,954	\$253,954	\$253,954	\$253,954
2017	N	\$239,015	\$239,015	\$239,015	\$239,015	\$239,015
2016	N	\$224,077	\$224,077	\$224,077	\$224,077	\$224,077

2021 Tax Information



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Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
29-Aug-2007	\$100	QM	I	WILLIAM KARNES ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15957/0394
26-Apr-2006	\$0	QM	I	WILLIAM KARNES ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$1,500,000	U	I	GULF COAST DEVELOPMENT DEVELOP	KARNES, WILLIAM ENTERPRISES INC	14913/1038
10-Jun-2005	\$100	UM	I	CALOMIRIS GEORGE PETER	GULF COAST DEV PARTNERS	14373/1095

2022 Land Information

Land Area: 0.2016 acres 8,782 sf			Frontage and/or View: Do Not Use			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value	
Vacant Commercial	0x0	\$50	8,787	SF	1.0000	\$439,366	

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20070803	DEMOLITION	23-Jul-2007	\$25,000

Property Summary (as of 15-Sep-2022)				Parcel Map
Parcel Number 25-31-15-78084-000-0142				
Owner Name ST PETE BEACH HOLDINGS LLC				
Property Use 1000 Vacant Commercial Land				
Site Address 71 COREY AVE ST PETE BEACH FL 33706				
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904				
Legal Description ST PETERSBURG BEACH REPLAT PLAT VACATING PORTIONS OF. PT TR 14 DESC AS FROM SE COR OF LOT B, CAROLINA AVE REP & N R/W OF COREY CIR TH NE'LY ALG R/W 65				
Current Tax District ST PETE BEACH (SPB)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings 0	

An aerial photograph of a coastal property. A red line outlines a specific area. Inside this area, a black dashed rectangle contains the number '78084' in orange. The property is bordered by a 'SEAWALL' at the top. Various lot numbers are visible, including '133(S)', '134(S)', '135(S)', '14', '25(S)', '144(S)', and '64(S)'. There are also circled numbers '1', '2', and '3' on the map.				
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Exemptions

Year	Homestead	Use %	Status	Property Exemptions & Classifications No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2023	No	0%		
2022	No	0%		
2021	No	0%		

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	23/20

2022 Preliminary Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$732,879	\$659,228	\$659,228	\$732,879	\$659,228

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$568,524	\$568,524	\$568,524	\$568,524	\$568,524
2019	N	\$539,607	\$539,607	\$539,607	\$539,607	\$539,607
2018	N	\$508,634	\$508,634	\$508,634	\$508,634	\$508,634
2017	N	\$479,816	\$479,816	\$479,816	\$479,816	\$479,816
2016	N	\$450,999	\$450,999	\$450,999	\$450,999	\$450,999

2021 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	I	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
29-Aug-2007	\$100	QM	I	WILLIAM KARNs ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15957/0394
26-Apr-2006	\$0	QM	I	WILLIAM KARNs ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$1,500,000	U	I	GULF COAST DEVELOPMENT DEVELOP	KARNs, WILLIAM ENTERPRISES INC	14913/1038
10-Jun-2005	\$100	UM	I	CALOMIRIS GEORGE PETER	GULF COAST DEV PARTNERS	14373/1095

2022 Land Information

Land Area: 0.3957 acres 17,237 sf			Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value	
Vacant Commercial	135x128	\$50	17,244	SF	1.0000	\$862,211	

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20120297	DOCK	22-Mar-2012	\$10,667
20070800	DEMOLITION	23-Jul-2007	\$20,000
CA 339920	DOCK	11-Mar-2004	\$0
20040025	DOCK	05-Feb-2004	\$5,080
20010186	ADDITION/REMODEL/RENOVATION	28-Jun-2001	\$50,000

Property Summary (as of 15-Sep-2022)				Parcel Map		
Parcel Number 25-31-15-78084-000-0143						
Owner Name ST PETE BEACH HOLDINGS LLC						
Property Use 1000 Vacant Commercial Land						
Site Address 1 COREY AVE ST PETE BEACH FL 33706						
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904						
Legal Description ST PETERSBURG BEACH REPLAT PLAT VACATING PORTIONS OF. PT TR 14 DESC AS FROM SE COR OF LOT B, CAROLINA AVE REP & N R/W OF COREY CIR TH ALG CURVE TO LEF						
Current Tax District ST PETE BEACH (SPB)						
Year Built						
Heated SF	Gross SF	Living Units	Buildings			
			0			
Exemptions						
Year	Homestead	Use %	Status	Property Exemptions & Classifications No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).		
2023	No	0%				
2022	No	0%				
2021	No	0%				
Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	23/20
2022 Preliminary Values						
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value	
2022	\$436,572	\$384,183	\$384,183	\$436,572	\$384,183	
Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$331,794	\$331,794	\$331,794	\$331,794	\$331,794
2019	N	\$314,332	\$314,332	\$314,332	\$314,332	\$314,332
2018	N	\$296,868	\$296,868	\$296,868	\$296,868	\$296,868
2017	N	\$279,406	\$279,406	\$279,406	\$279,406	\$279,406
2016	N	\$261,943	\$261,943	\$261,943	\$261,943	\$261,943

2021 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill

[View 2021 Tax Bill](#)

2021 Millage Rate

16.7666

Tax District

(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	I	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
29-Aug-2007	\$100	QM	I	WILLIAM KARNs ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15957/0394
26-Apr-2006	\$0	QM	I	WILLIAM KARNs ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$2,180,000	U	I	COSTA MARSHALL A JR	KARNs, WILLIAM ENTERPRISES INC	14913/1060
17-Apr-2000	\$100	U	I	COSTA MARSHALL A TR	COSTA, MARSHALL A JR	10880/0372

2022 Land Information

Land Area: 0.2354 acres 10,254 sf		Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant Commercial	141x87	\$50	10,272	SF	1.0000	\$513,614

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
15733	MISCELLANEOUS	26-Nov-1997	\$2,200
14939	ROOF	10-Jul-1997	\$2,450
14848	SIDING/EXTERIOR WALL	08-May-1997	\$7,100
14697	SIDING/EXTERIOR WALL	30-Apr-1997	\$8,490

EXHIBIT B

LEGAL DESCRIPTIONS

PARCEL #1 (GULF COAST DEVELOPMENT PARCEL):

TRACT 1: THAT PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF CAROLINA AVENUE, SAID POINT BEING 376.74 FEET NORTH AND 275.46 FEET EAST OF A MONUMENT IN THE SOUTHEAST CORNER OF BLOCK 63 OF GEORGIA AVENUE REPLAT AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE BY A CURVE TO THE RIGHT, RADIUS 481.67 FEET, ARC 135 FEET, CHORD SOUTH 52°13' 53" WEST, 134.56 FEET; THENCE NORTH 30° WEST, 146.2 FEET, MORE OR LESS, TO THE WATERS OF BOCA CIEGA BAY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WATERS OF BOCA CIEGA BAY TO A POINT NORTH 30° WEST, 110.2 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE SOUTH 30° EAST, 110.2 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT 2: ALSO THAT PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF CAROLINA AVENUE, 294.33 FEET NORTH AND 169.09 FEET EAST OF THE SOUTHEAST CORNER OF BLOCK 63 OF GEORGIA AVENUE REPLAT AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE BY A CURVE TO THE RIGHT, RADIUS 481.67 FEET, ARC 65.22 FEET, CHORD SOUTH 64°08' 23" WEST, 65.17 FEET; THENCE NORTH 30° WEST, 145.95 FEET, MORE OR LESS, TO BOCA CIEGA BAY; THENCE IN A NORTHEASTERLY DIRECTION ON BAY TO INTERSECTION WITH LINE RUNNING NORTH 30° WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 30° EAST, 146.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACTS LYING WITHIN 90 FEET OF THE SURVEY LINE OF STATE ROAD 690, SECTION 15110, SAID SURVEY LINE BEING DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 4039, PAGE 1442, PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, AS FOLLOWS:

BEGIN ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF BLOCK 52, RE-PLAT ST. PETERSBURG BEACH SUBDIVISION, LYING IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AS RECORDED IN PLAT BOOK 5, PAGES 28 AND 29, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AT A POINT 550.83 FEET NORTH 30°00'19" WEST OF THE MOST SOUTHERLY CORNER OF SAID BLOCK 52; RUN THENCE NORTH 59°51'01" EAST, 1.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWESTERLY HAVING A RADIUS OF 1041.74 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 670.96 FEET THROUGH A CENTRAL ANGLE OF 36°54'10" TO THE END OF SAID CURVE; THENCE NORTH 22°56'51" EAST 1047.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 1909.86 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE (RUNNING FROM SAID SECTION 36 INTO SECTION 30, TOWNSHIP 31 SOUTH, RANGE 16 EAST) 1691.53 FEET THROUGH A CENTRAL ANGLE OF 50°44'45" TO THE END OF SAID CURVE; THENCE NORTH 73°41'36" EAST, 237.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWESTERLY HAVING A RADIUS OF 1432.40 FEET; THENCE NORTHEASTERLY ALONG

SAID CURVE, 1397.90 FEET THROUGH A CENTRAL ANGLE OF 55°54'57" TO THE END OF SAID CURVE; THENCE NORTH 17°46'39" EAST, 156.65 FEET TO END RIGHT OF WAY DESIGNATED AS STATION 70+00.00.

PARCEL # 2 (COSTA PARCEL):

TRACT OF LAND BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM A MONUMENT AT THE SOUTHEAST CORNER OF BLOCK 63 OF THE GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK TWENTY-ONE (21), PAGE EIGHTEEN (18), PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN NORTH 30 DEG. WEST 188.56 FEET ALONG THE MOST EASTERLY LINE OF BLOCK 63: THENCE NORTH 60 DEG. EAST, 426.92 FEET FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE MOST NORTHERLY LINE OF CAROLINA AVENUE; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID NORTHERLY LINE OF CAROLINA AVENUE BY A CURVE TO THE LEFT, RADIUS 481.67 FEET, ARC 125 FEET, CHORD NORTH 36 DEG. 46 MIN. EAST 124.63 FEET; THENCE NORTH 29 DEG. 20 MIN. EAST TO THE WATERS OF BOCA CIEGA BAY; THENCE IN A WESTERLY DIRECTION ALONG THE SAID WATERS OF BOCA CIEGA BAY TO AN INTERSECTION WITH A LINE NORTH 30 DEG. WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 30 DEG. EAST TO POINT OF BEGINNING; SAID LANDS BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT NO. 14 AS SHOWN BY PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, RECORDED IN PLAT BOOK 23, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL # 3 (LEVEROCKS PARCEL):

THAT PART OF GOVERNMENT LOT 1, IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE (GEORGIA AVENUE) BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 309.92 FEET, CHORD N.45°03'09"E., 306.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID BOUNDARY BY THE FOLLOWING TWO COURSES: (1) 8.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 593.99 FEET, CHORD N.29°43'09"E., 8.00 FEET; (2) N.29°20'00"E., 354.18 FEET TO THE WING WALL OF COREY CAUSEWAY; THENCE S.14°42'49" E., 214.18 FEET; THENCE S.14°16'00"W., 197.95 FEET; THENCE N.65°42'32"W, 201.20 FEET TO THE POINT OF BEGINNING.

PARCEL #4: (RICHARDSON PARCEL):

TRACT 1: A TRACT OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT, THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 235.96 FEET, CHORD NORTH 48°37'10" EAST, 234.42 FEET TO THE POINT OF BEGINNING #1; THENCE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.96 FEET, CHORD NORTH 33°40'19" EAST 73.96; THENCE SOUTH 65°42'32" EAST, 201.20 FEET; THENCE

SOUTH 14°16'00" WEST, 74.05 FEET; THENCE NORTH 65°42'32" WEST 226.14 FEET TO THE POINT OF BEGINNING #1. BEING A FRACTION PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, TOGETHER WITH THE LAND LYING BETWEEN THE SAID LOT AND THE WATERS OF BOCA CIEGA BAY CONTAINED BETWEEN THE SIDE LINES EXTENDED TO THE WATERS THEREOF, TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

TRACT 2: A TRACT OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE AFORESAID POINT OF BEGINNING #1, RUN SOUTH 65°42'32" EAST, 70.14 FEET TO POINT OF BEGINNING #2, THENCE SOUTH 24°17'18" WEST, 6.00 FEET; THENCE SOUTH 65°42'32" EAST, 136.00 FEET; THENCE SOUTH 82°24'30" EAST, 20.88 FEET; THENCE NORTH 65°42'32" WEST, 156.00 FEET TO THE POINT OF BEGINNING #2.

PARCEL #5 (BAYWINDS PARCEL):

TRACT 1: ALL THAT PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF COREY AVENUE AND BAY STREET AS RECORDED BY SECOND BAYSIDE ADDITION TO ST. PETERSBURG BEACH AS RECORDED IN PLAT BOOK 25, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG COREY AVENUE BY A CURVE TO THE LEFT RADIUS 593.99 FEET, ARC 101.91 FEET, CHORD NORTH 49°17'17" EAST, 101.77 FEET TO POINT OF BEGINNING #1; THENCE ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.95 FEET, CHORD NORTH 40°48'23" EAST, 73.92 FEET; THENCE SOUTH 65°42'32" EAST, 226.14 FEET TO BOCA CIEGA BAY; THENCE SOUTH 14°16'00" WEST, 100 FEET ALONG BOCA CIEGA BAY; THENCE NORTH 79°40'47" WEST, 173.15 FEET; THENCE NORTH 30°00'00" WEST, 118.91 FEET TO THE POINT OF BEGINNING #1.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

FROM THE AFORESAID POINT OF BEGINNING #1, RUN ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.95 FEET, CHORD NORTH 40°48'23" EAST, 73.92 FEET; THENCE SOUTH 65°42'32" EAST, 70.14 FEET TO THE POINT OF BEGINNING #2; THENCE SOUTH 24°17'18" WEST, 6.00 FEET; THENCE SOUTH 65°42'32" EAST, 136.00 FEET; THENCE SOUTH 82°24'30" EAST, 20.88 FEET; THENCE NORTH 65°42'32" WEST, 156.00 FEET TO POINT OF BEGINNING #2.

TRACT 2: A TRACT OF LAND SOUTH AND EAST OF COREY AVENUE AND BAY STREET IN THE CITY OF ST. PETERSBURG BEACH, BEING A PART OF GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 60.08 FEET, CHORD NORTH 57°06'05" EAST, 60.07 FEET; THENCE SOUTH 30° EAST ALONG THE EAST BOUNDARY OF SAID BAY STREET, 100 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 30° EAST ALONG SAID BAY STREET, 18.04 FEET; THENCE BY A CURVE TO THE RIGHT, RADIUS 169.29 FEET, ARC 90.41 FEET, CHORD SOUTH 14°32'32" EAST, 89.33 FEET; THENCE SOUTH 85°21'36" EAST, 191.26 FEET; THENCE

NORTH 14°16' EAST, 140.88 FEET; THENCE NORTH 79°40'47" WEST, 173.15 FEET; THENCE SOUTH 60° WEST, 100 FEET TO THE POINT OF BEGINNING.

TRACT 3: A TRACT OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF COREY AVENUE AND BAY STREET AS SHOWN ON PLAT OF SECOND BAYSIDE ADDITION TO ST. PETERSBURG BEACH AS RECORDED IN PLAT BOOK 25, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AS A POINT OF BEGINNING; THENCE RUN ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 595.99 FEET, ARC 101.91 FEET, CHORD NORTH 49°17'17" EAST, 101.77 FEET; THENCE SOUTH 30° EAST, 118.91 FEET; THENCE SOUTH 60° WEST, 100 FEET TO THE EASTERLY LINE OF BAY STREET; THENCE NORTH 30° WEST ALONG THE EASTERLY LINE OF BAY STREET TO THE POINT OF BEGINNING.

TRACT 4: A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN MODIFIED SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL NO. 520000673, BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, LESSOR AND MASSOUD LUKE BARZEGAR AND NACY SUE BARZEGAR, HIS WIFE, LESSEE, RECORDED AUGUST 27, 1999 IN O.R. BOOK 10217, PAGE 218, AS MODIFIED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO REFLECT A CHANGE IN OWNERSHIP AND MODIFICATION TO REFLECT CHANGED IN STRUCTURES BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THAT STATE OF FLORIDA, LESSOR AND R.L. FRENCH REAL ESTATE HOLDINGS, INC., A FLORIDA CORPORATION, LESSEE, RECORDED SEPTEMBER 30, 2003 IN O.R. BOOK 13107, PAGE 2261, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF COREY AVENUE AND BAY STREET AS SHOWN ON THE PLAT OF SECOND BAYSIDE ADDITION TO ST. PETERSBURG BEACH RECORDED IN PLAT BOOK 25, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 175.86 FEET, CHORD 175.22 FEET, CHORD BEARING NORTH 45°43'23" EAST; THENCE SOUTH 65°42'32" EAST, 70.14 FEET; THENCE SOUTH 24°17'18" WEST, 6.00 FEET; THENCE SOUTH 65°42'32" EAST, 136.00 FEET; THENCE SOUTH 82°24'30" EAST, 20.88 FEET TO BOCA CIEGA BAY TO THE POINT OF BEGINNING; THENCE RUN SOUTH 14°16'00" WEST, 240.88 FEET ALONG BOCA CIEGA BAY; THENCE RUN SOUTH 85°21'36" EAST, 142.00 FEET; THENCE NORTH 14°16'00" EAST 217.13 FEET; THENCE NORTH 75°44'00" WEST, 140.00 FEET TO THE POINT OF BEGINNING.

PARCEL #6:

A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN SOVEREIGNTY SUBMERGED LANDS LEASE NO. 520004853 ISSUED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 6725, PAGE 1444; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 7019, PAGE 1126; AS AFFECTED BY THAT MODIFIED SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 10520, PAGE 1936; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO

REFLECT CHANGE IN UPLAND OWNERSHIP, EXTEND TERM AND REFLECT CURRENT STRUCTURES RECORDED IN OFFICIAL RECORDS BOOK 13629, PAGE 2086; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTEREST RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1049; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1078; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP RECORDED IN OFFICIAL RECORDS BOOK 18505, PAGE 1547, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 52 GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE (GEORGIA AVENUE) 309.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT RADIUS 593.99 FEET, CHORD N. 45°03'09"E., 306.42 FEET; THENCE 8.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT RADIUS 593.99 FEET CHORD N.29°43'09"E., 8.00 FEET; THENCE N.29°20'00"E., 345.00 FEET TO A FOUND "X" ON THE SEAWALL; THENCE CONTINUE N.29°20'00"E., 9.78 FEET; THENCE S.14°42'49"E., 38.35 FEET TO THE POINT OF BEGINNING; THENCE N.64°01'53"E., 131.25 FEET; THENCE S.66°22'31"E., 110.46 FEET; THENCE S.23°37'29"W., 72.26 FEET; THENCE S.64°01'53"W., 44.62 FEET; THENCE N.55°39'06"W., 62.36 FEET; THENCE N.25°58'07"W., 45.57 FEET; THENCE S.64°01'53"W., 78.53 FEET; THENCE N.14°42'49"W., 31.81 FEET TO THE POINT OF BEGINNING.

PARCEL #7:

A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN SOVEREIGNTY SUBMERGED LANDS LEASE NO. 520008433 ISSUED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 8245, PAGE 1370; AS AFFECTED BY THAT RENEWAL OF SOVEREIGNTY SUBMERGED LANDS LEASE RECORDED IN OFFICIAL RECORDS BOOK 10074, PAGE 1849; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 13038, PAGE 187; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTEREST RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1067; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1078; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP RECORDED IN OFFICIAL RECORDS BOOK 17719, PAGE 1312, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 235.96 FEET, CHORD N.48°37'10"E., 234.42 FEET TO A POINT OF BEGINNING; THENCE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.96 FEET, CHORD N.33°40'19"E., 73.96 FEET; THENCE S.65°42'32"E., 201.20 FEET; THENCE S.14°16'00"W., 74.05 FEET; THENCE N.65°42'32"W., 226.14 FEET TO THE POINT OF BEGINNING BEING A FRACTIONAL PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, TOGETHER WITH THE LAND LYING BETWEEN THE SAID LOT AND THE WATERS OF BOCA CIEGA BAY, CONTAINED BETWEEN THE SIDE LINES EXTENDED TO THE WATERS THEREOF.

PARCEL #8: (PRELIMINARY LEGAL SHOWN)

A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN

SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN SOVEREIGNTY SUBMERGED LANDS LEASE NO. 5200027033 ISSUED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 10018, PAGE 646; AS AFFECTED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 12775, PAGE 1620; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1078; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14940, PAGE 1481; AS AFFECTED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND REFLECT CHANGE IN UPLAND OWNERSHIP AND REDUCE SQUARE FOOTAGE DATED DECEMBER 13, 2013 AND FILED WITH THE BOARD OF TRUSTEES LAND DOCUMENT SYSTEM UNDER DM ID# 371989; AS AFFECTED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL DATED DECEMBER 12, 2017 AND FILED WITH THE BOARD OF TRUSTEES LAND DOCUMENT SYSTEM UNDER DM ID# 379822, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF SUBMERGED LAND LOCATED IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, BOCA CIEGA BAY, CCNTAINING 5,520 SQUARE FEET AND DATED DECEMBER 14, 2012, LOCATED IMMEDIATELY WATERWARD OF THAT UPLAND PROPERTY WITH THE FOLLOWING ATTACHED LEGAL DESCRIPTION:

TRACT OF LAND BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM A MONUMENT AT THE SOUTHEAST CORNER OF BLOCK 63 OF THE GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK TWENTY-ONE (21), PAGE EIGHTEEN (18), PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN NORTH 30 DEG. WEST 188.56 FEET ALONG THE MOST EASTERLY LINE OF BLOCK 63; THENCE NORTH 60 DEG. EAST, 426.92 FEET FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE MOST NORTHERLY LINE OF CAROLINA AVENUE; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID NORTHERLY LINE OF CAROLINA AVENUE BY A CURVE TO THE LEFT, RADIUS 481.67 FEET, ARC 125 FEET, CHORD NORTH 36 DEG. 46 MIN. EAST 124.63 FEET; THENCE NORTH 29 DEG. 20 MIN. EAST TO THE WATERS OF BOCA CIEGA BAY; THENCE IN A WESTERLY DIRECTION ALONG THE SAID WATERS OF BOCA CIEGA BAY TO AN INTERSECTION WITH A LINE NORTH 30 DEG. WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 30 DEG. EAST TO POINT OF BEGINNING; SAID LANDS BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT NO. 14 AS SHOWN BY PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, RECORDED IN PLAT BOOK 23, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance

2100 Ponce de Leon Boulevard, Suite 710
Coral Gables, Florida 33134
Telephone: (305) 777-1680
www.goldsteinenvlaw.com

Brett C. Brumund, Esq.
Direct Dial: (305) 640-5300
Email: bbrumund@goldsteinenvlaw.com

October 3, 2022

Via Email Only

Mr. Alex Rey, City Manager
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Request to Designate Property Located Approximately at 10 Corey Avenue, St. Pete Beach, Florida, Parcel Nos. 36-31-15-00000-140-0100, 36-31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31-15-78084-000-0142, and 25-31-15-78084-000-0141, a Green Reuse Area Pursuant to Florida's Brownfields Redevelopment Act

Dear Mr. Rey:

On behalf of RRPVI Corey SPB LLLP ("Ram"), we are pleased to submit this request to designate the above-referenced property (the "Subject Property") as a Green Reuse Area pursuant to section 376.80(2)(c), Florida Statutes, of Florida's Brownfields Redevelopment Act.

When fully developed as a mixed use multifamily residential and commercial development, Ram's proposed project will consist of 243 residential apartment units; approximately 4,000 square feet of coworking space; approximately 8,000 square feet of inline retail space; between 3,500 and 5,000 square feet of waterfront restaurant space; a new seawall; and 39 reconstructed boat slips. The completed development will have an estimated cost of approximately \$121.5 million. A legal description and property cards depicting the location of the Subject Property are enclosed herein at Exhibit A and a proposed site plan is enclosed herein at Exhibit B.

Ram is requesting this designation in order to utilize an important state economic and regulatory assistance program available to developers and local governments in situations where the risk associated with actual or perceived environmental contamination is demonstrated to overwhelm key opportunities for land revitalization, new housing, and job growth. In this instance, actual contamination in the Subject Property's soils and underlying groundwater has significantly complicated redevelopment efforts and created a host of logistical, design, engineering, and

Mr. Alex Rey, City Manager

October 3, 2022

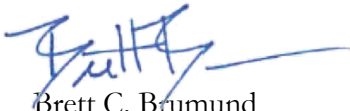
Page 2

construction concerns for Ram. These concerns can be easily mitigated with the assistance and resources offered by Florida's Brownfields Program, which come at no cost to the City.

In considering a request for designation as a Green Reuse Area under Florida's Brownfields Redevelopment Act, a local government must evaluate and apply the criteria set forth in section 376.80(2)(c), Florida Statutes. As reflected in the Statement of Eligibility incorporated herein at Exhibit C, Ram meets such statutory criteria. Accordingly, based on the foregoing, we respectfully request that staff recommend approval of this Green Reuse Area designation under section 376.80(2)(c), Florida Statutes. Of course, as you evaluate the application and supporting materials, please feel free to contact us with any questions or should further information be required. Thank you.

Very truly yours,

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.



Brett C. Brumund

Encl.

/bcb

cc: RRPVI Corey SPB LLLP

Michael R. Goldstein, Esq., Environmental Counsel for RRPVI Corey SPB LLLP

Exhibit A

Property Summary (as of 15-Sep-2022)				Parcel Map
Parcel Number 36-31-15-00000-140-0100				
Owner Name ST PETE BEACH HOLDINGS LLC				
Property Use 1090 Vacant Commercial Land w/XFSB				
Site Address 10 COREY AVE ST PETE BEACH FL 33706				
Mailing Address C/O GREG WOLFSON - RAIT FINANCIAL TRUST 2 LOGAN SQ FL 23 PHILADELPHIA PA 19103-2734				
Legal Description PART OF GOVT LOT 1 IN SEC 36-31-15 DESC FROM MOST N'LY COR OF BLK 52 OF GEORGIA AVE REP TH CUR LT RAD 593.99FT ARC 309.92FT CB N45D03'09"E 306.42FT FO				
Current Tax District ST PETE BEACH (SPB)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings	
			0	

Exemptions			
Year	Homestead	Use %	Status
2023	No	0%	
2022	No	0%	
2021	No	0%	

No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).

Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	/

2022 Preliminary Values					
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$1,997,788	\$1,760,277	\$1,760,277	\$1,997,788	\$1,760,277

Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$1,518,811	\$1,518,811	\$1,518,811	\$1,518,811	\$1,518,811
2019	N	\$1,439,568	\$1,439,568	\$1,439,568	\$1,439,568	\$1,439,568
2018	N	\$1,358,127	\$1,358,127	\$1,358,127	\$1,358,127	\$1,358,127
2017	N	\$1,278,884	\$1,278,884	\$1,278,884	\$1,278,884	\$1,278,884
2016	N	\$1,199,640	\$1,199,640	\$1,199,640	\$1,199,640	\$1,199,640

2021 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
15-Aug-2006	\$0	U	I	STROSS JOHN E	WILLIAM KARNS ENTERPRISES INC	15308/0804
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$5,850,000	U	I	STROSS JOHN E	KARNS, WILLIAM ENTERPRISES INC	14913/1047
10-Dec-2001	\$100	U	I	TAPPAN CARLEEN R PR	STROSS, JOHN E	11765/2011

2022 Land Information

Land Area: 1.0700 acres 46,609 sf		Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant Commercial	0x0	\$50	46,614	SF	1.0000	\$2,330,701

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
DOCK	\$38.00	1,292.0	\$49,096	\$19,638	1976

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20101063	DOCK	23-Sep-2010	\$5,400
RC40757-10	DOCK	30-Jul-2010	\$0
20070804	DEMOLITION	23-Jul-2007	\$30,000
16158	ROOF	09-Jan-1998	\$740
14934	ROOF	14-Jul-1997	\$1,800
14670	DOCK	28-Apr-1997	\$6,000
014518	CANOPY	18-Apr-1997	\$1,100
14103	ADDITION/REMODEL/RENOVATION	19-Mar-1997	\$15,000

Property Summary (as of 15-Sep-2022)				Parcel Map
Parcel Number 36-31-15-00000-140-0300				
Owner Name ST PETE BEACH HOLDINGS LLC				
Property Use 1090 Vacant Commercial Land w/XFSB				
Site Address COREY AVE ST PETE BEACH FL 33706				
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904				
Legal Description PART OF GOVT LOT 1 IN SEC 36-31-15 DESC FROM MOST N'LY COR OF BLK 52 OF GEORGIA AVE REP TH CUR LT RAD 593.99FT ARC 235.96FT CB N48D37'10"E 234.42 FT F				
Current Tax District ST PETE BEACH (SPB)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings	
			0	



Exemptions				
Year	Homestead	Use %	Status	Property Exemptions & Classifications No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2023	No	0%		
2022	No	0%		
2021	No	0%		

Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	/

2022 Preliminary Values					
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$697,663	\$621,588	\$621,588	\$697,663	\$621,588

Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$536,181	\$536,181	\$536,181	\$536,181	\$536,181
2019	N	\$508,274	\$508,274	\$508,274	\$508,274	\$508,274
2018	N	\$479,374	\$479,374	\$479,374	\$479,374	\$479,374
2017	N	\$451,468	\$451,468	\$451,468	\$451,468	\$451,468
2016	N	\$423,562	\$423,562	\$423,562	\$423,562	\$423,562

2021 Tax Information



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Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$3,800,000	U	I	RICHARDSON RICHARD A	KARNS, WILLIAM ENTERPRISES INC	14913/1065
01-Nov-2001	\$0	U	I	TAPPAN CARLEEN R PR	RICHARDSON, RICHARD A	11655/1576
01-Nov-2001	\$598,300	Q	I	TAPPAN & STROSS PROPERTIES L C	RICHARDSON, RICHARD A	11655/1487

2022 Land Information

Land Area: 0.3770 acres 16,422 sf			Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value	
Vacant Commercial	74x226	\$50	16,416	SF	1.0000	\$820,780	

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
DOCK	0.00	584.0	\$0	\$0	1976

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
RC41886-12	DOCK	02-May-2012	\$0
20120298	DOCK	22-Mar-2012	\$8,033
20070805	DEMOLITION	23-Jul-2007	\$25,000
20020338	ADDITION/REMODEL/RENOVATION	12-Jun-2002	\$27,000
20020439	ADDITION/REMODEL/RENOVATION	05-Jun-2002	\$13,500

Property Summary (as of 15-Sep-2022)				Parcel Map
Parcel Number 36-31-15-00000-140-0400				
Owner Name ST PETE BEACH HOLDINGS LLC				
Property Use 1090 Vacant Commercial Land w/XFSB				
Site Address 7345 BAY ST ST PETE BEACH FL 33706				
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904				
Legal Description PART OF GOVT LOT 1 IN SEC 36-31-15 DESC FROM MOST N'LY COR OF BLK 52 OF GEORGIA AVE REP TH CUR LT RAD 593.99FT ARC 60.08FT CB N57,06,05E 60.07FT FOR P				
Current Tax District ST PETE BEACH (SPB)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings	
			0	

				
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Exemptions				
Year	Homestead	Use %	Status	Property Exemptions & Classifications No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2023	No	0%		
2022	No	0%		
2021	No	0%		

Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	/

2022 Preliminary Values					
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$3,007,650	\$2,649,830	\$2,649,830	\$3,007,650	\$2,649,830

Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$2,286,500	\$2,286,500	\$2,286,500	\$2,286,500	\$2,286,500
2019	N	\$2,167,124	\$2,167,124	\$2,167,124	\$2,167,124	\$2,167,124
2018	N	\$2,044,689	\$2,044,689	\$2,044,689	\$2,044,689	\$2,044,689
2017	N	\$1,925,313	\$1,925,313	\$1,925,313	\$1,925,313	\$1,925,313
2016	N	\$1,805,937	\$1,805,937	\$1,805,937	\$1,805,937	\$1,805,937

2021 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$7,505,000	U	I	R L FRENCH LAND DEVELOPMENT IN	KARNS, WILLIAM ENTERPRISES INC	14913/1069
03-Feb-2006	\$40,000,000	U	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	14913/1075
03-Feb-2006	\$100	U	I	RL FRENCH REAL EST HOLDINGS IN	KARNS, WILLIAM ENTERPRISES INC	14913/1071

2022 Land Information

Land Area: 1.6125 acres 70,241 sf		Frontage and/or View: Intracoastal				Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value	
Vacant Commercial	0x0	\$50	70,221	SF	1.0000	\$3,511,052	

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
DOCK	\$38.00	1,200.0	\$45,600	\$18,240	1976
DOCK	\$38.00	600.0	\$22,800	\$9,120	1976

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20070801	DEMOLITION	23-Jul-2007	\$3,000
20041416	ROOF	02-Nov-2004	\$5,400
M3289203	DOCK	13-May-2003	\$0
20030298	DOCK	01-May-2003	\$38,000
PER-H-CB270676	MISCELLANEOUS	07-Mar-2003	\$903
M2961801	DOCK	04-Jun-2001	\$0
15391	MISCELLANEOUS	10-Sep-1997	\$3,250
014357	MISCELLANEOUS	18-Apr-1997	\$1,000
14208	ROOF	12-Mar-1997	\$3,600

Property Summary (as of 15-Sep-2022)				Parcel Map
Parcel Number 25-31-15-78084-000-0141				
Owner Name ST PETE BEACH HOLDINGS LLC				
Property Use 1000 Vacant Commercial Land				
Site Address 73 75TH AVE ST PETE BEACH FL 33706				
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904				
Legal Description ST PETERSBURG BEACH REPLAT PLAT VACATING PORTIONS OF. PT TR 14 DESC AS BEG SE COR OF LOT B, CAROLINA AVE REP & N R/W OF COREY CIR TH N30DW 120 FT(S) T				
Current Tax District ST PETE BEACH (SPB)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings	
			0	

Exemptions				
Year	Homestead	Use %	Status	Property Exemptions & Classifications
2023	No	0%		
2022	No	0%		
2021	No	0%		
				No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).

Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	23/20

2022 Preliminary Values					
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$373,461	\$328,646	\$328,646	\$373,461	\$328,646

Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$283,830	\$283,830	\$283,830	\$283,830	\$283,830
2019	N	\$268,892	\$268,892	\$268,892	\$268,892	\$268,892
2018	N	\$253,954	\$253,954	\$253,954	\$253,954	\$253,954
2017	N	\$239,015	\$239,015	\$239,015	\$239,015	\$239,015
2016	N	\$224,077	\$224,077	\$224,077	\$224,077	\$224,077

2021 Tax Information



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Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	V	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
29-Aug-2007	\$100	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15957/0394
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$1,500,000	U	I	GULF COAST DEVELOPMENT DEVELOP	KARNS, WILLIAM ENTERPRISES INC	14913/1038
10-Jun-2005	\$100	UM	I	CALOMIRIS GEORGE PETER	GULF COAST DEV PARTNERS	14373/1095

2022 Land Information

Land Area: 0.2016 acres 8,782 sf		Frontage and/or View: Do Not Use				Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value	
Vacant Commercial	0x0	\$50	8,787	SF	1.0000	\$439,366	

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20070803	DEMOLITION	23-Jul-2007	\$25,000

Property Summary (as of 15-Sep-2022)			Parcel Map
Parcel Number 25-31-15-78084-000-0142			
Owner Name ST PETE BEACH HOLDINGS LLC			
Property Use 1000 Vacant Commercial Land			
Site Address 71 COREY AVE ST PETE BEACH FL 33706			
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904			
Legal Description ST PETERSBURG BEACH REPLAT PLAT VACATING PORTIONS OF. PT TR 14 DESC AS FROM SE COR OF LOT B, CAROLINA AVE REP & N R/W OF COREY CIR TH NE'LY ALG R/W 65			
Current Tax District ST PETE BEACH (SPB)			
Year Built			
Heated SF	Gross SF	Living Units	Buildings
			0

Exemptions				
Year	Homestead	Use %	Status	Property Exemptions & Classifications
2023	No	0%		
2022	No	0%		
2021	No	0%		
				No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).

Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	23/20

2022 Preliminary Values					
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$732,879	\$659,228	\$659,228	\$732,879	\$659,228

Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$568,524	\$568,524	\$568,524	\$568,524	\$568,524
2019	N	\$539,607	\$539,607	\$539,607	\$539,607	\$539,607
2018	N	\$508,634	\$508,634	\$508,634	\$508,634	\$508,634
2017	N	\$479,816	\$479,816	\$479,816	\$479,816	\$479,816
2016	N	\$450,999	\$450,999	\$450,999	\$450,999	\$450,999

2021 Tax Information



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Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	I	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
29-Aug-2007	\$100	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15957/0394
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$1,500,000	U	I	GULF COAST DEVELOPMENT DEVELOP	KARNS, WILLIAM ENTERPRISES INC	14913/1038
10-Jun-2005	\$100	UM	I	CALOMIRIS GEORGE PETER	GULF COAST DEV PARTNERS	14373/1095

2022 Land Information

Land Area: 0.3957 acres 17,237 sf		Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant Commercial	135x128	\$50	17,244	SF	1.0000	\$862,211

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
20120297	DOCK	22-Mar-2012	\$10,667
20070800	DEMOLITION	23-Jul-2007	\$20,000
CA 339920	DOCK	11-Mar-2004	\$0
20040025	DOCK	05-Feb-2004	\$5,080
20010186	ADDITION/REMODEL/RENOVATION	28-Jun-2001	\$50,000

Property Summary (as of 15-Sep-2022)				Parcel Map
Parcel Number 25-31-15-78084-000-0143				
Owner Name ST PETE BEACH HOLDINGS LLC				
Property Use 1000 Vacant Commercial Land				
Site Address 1 COREY AVE ST PETE BEACH FL 33706				
Mailing Address 130 W 42ND ST FL 17 NEW YORK NY 10036-7904				
Legal Description ST PETERSBURG BEACH REPLAT PLAT VACATING PORTIONS OF. PT TR 14 DESC AS FROM SE COR OF LOT B, CAROLINA AVE REP & N R/W OF COREY CIR TH ALG CURVE TO LEF				
Current Tax District ST PETE BEACH (SPB)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings	
			0	
				

Exemptions				
Year	Homestead	Use %	Status	Property Exemptions & Classifications
2023	No	0%		No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2022	No	0%		
2021	No	0%		

Miscellaneous Parcel Info						
Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Plat Bk/Pg
16465/2253		121030280062	A	Current FEMA Maps	Check for EC	23/20

2022 Preliminary Values					
Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	\$436,572	\$384,183	\$384,183	\$436,572	\$384,183

Value History (yellow indicates corrected value)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2020	N	\$331,794	\$331,794	\$331,794	\$331,794	\$331,794
2019	N	\$314,332	\$314,332	\$314,332	\$314,332	\$314,332
2018	N	\$296,868	\$296,868	\$296,868	\$296,868	\$296,868
2017	N	\$279,406	\$279,406	\$279,406	\$279,406	\$279,406
2016	N	\$261,943	\$261,943	\$261,943	\$261,943	\$261,943

2021 Tax Information



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Tax Bill	2021 Millage Rate	Tax District
View 2021 Tax Bill	16.7666	(SPB)

Sale History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
30-Dec-2008	\$0	UM	I	COREY LANDINGS DEVELOPMENT LLC	RAIT PTR L P	16465/2253
29-Aug-2007	\$100	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15957/0394
26-Apr-2006	\$0	QM	I	WILLIAM KARNS ENTERPRISES INC	COREY LANDINGS DEVELOPMENT LLC	15080/1428
03-Feb-2006	\$2,180,000	U	I	COSTA MARSHALL A JR	KARNS, WILLIAM ENTERPRISES INC	14913/1060
17-Apr-2000	\$100	U	I	COSTA MARSHALL A TR	COSTA, MARSHALL A JR	10880/0372

2022 Land Information

Land Area: 0.2354 acres 10,254 sf		Frontage and/or View: None			Seawall: No	
Property Use	Land Size	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant Commercial	141x87	\$50	10,272	SF	1.0000	\$513,614

2022 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
15733	MISCELLANEOUS	26-Nov-1997	\$2,200
14939	ROOF	10-Jul-1997	\$2,450
14848	SIDING/EXTERIOR WALL	08-May-1997	\$7,100
14697	SIDING/EXTERIOR WALL	30-Apr-1997	\$8,490

Legal Description

PARCEL #1 (GULF COAST DEVELOPMENT PARCEL):

TRACT 1: THAT PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF CAROLINA AVENUE, SAID POINT BEING 376.74 FEET NORTH AND 275.46 FEET EAST OF A MONUMENT IN THE SOUTHEAST CORNER OF BLOCK 53 OF GEORGIA AVENUE REPLAT AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE BY A CURVE TO THE RIGHT, RADIUS 481.67 FEET, ARC 135 FEET, CHORD SOUTH 52°13' 53" WEST, 134.56 FEET; THENCE NORTH 30° WEST, 146.2 FEET, MORE OR LESS, TO THE WATERS OF BOCA CIEGA BAY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WATERS OF BOCA CIEGA BAY TO A POINT NORTH 30° WEST, 110.2 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE SOUTH 30° EAST, 110.2 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT 2: ALSO THAT PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF CAROLINA AVENUE, 294.33 FEET NORTH AND 169.09 FEET EAST OF THE SOUTHEAST CORNER OF BLOCK 53 OF GEORGIA AVENUE REPLAT AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE BY A CURVE TO THE RIGHT, RADIUS 481.67 FEET, ARC 65.22 FEET, CHORD SOUTH 64°08' 23" WEST, 65.17 FEET; THENCE NORTH 30° WEST, 145.95 FEET, MORE OR LESS, TO BOCA CIEGA BAY; THENCE IN A NORTHEASTERLY DIRECTION ON BAY TO INTERSECTION WITH LINE RUNNING NORTH 30° WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 30° EAST, 146.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACTS LYING WITHIN 90 FEET OF THE SURVEY LINE OF STATE ROAD 690, SECTION 15110, SAID SURVEY LINE BEING DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 4039, PAGE 1442, PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, AS FOLLOWS:

BEGIN ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF BLOCK 52, RE-PLAT ST. PETERSBURG BEACH SUBDIVISION, LYING IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AS RECORDED IN PLAT BOOK 5, PAGES 28 AND 29, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AT A POINT 550.83 FEET NORTH 30°00'19" WEST OF THE MOST SOUTHERLY CORNER OF SAID BLOCK 52; RUN THENCE NORTH 59°51'01" EAST, 1.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWESTERLY HAVING A RADIUS OF 1041.74 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 670.96 FEET THROUGH A CENTRAL ANGLE OF 36°54'10" TO THE END OF SAID CURVE; THENCE NORTH 22°56'51" EAST 1047.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 1909.86 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE (RUNNING FROM SAID SECTION 36 INTO SECTION 30, TOWNSHIP 31 SOUTH, RANGE 16 EAST) 1691.53 FEET THROUGH A CENTRAL ANGLE OF 50°44'45" TO THE END OF SAID CURVE; THENCE NORTH 73°41'36" EAST, 237.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWESTERLY HAVING A RADIUS OF 1432.40 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 1397.90 FEET THROUGH A CENTRAL ANGLE OF 55°54'57" TO THE END OF SAID CURVE; THENCE NORTH 17°46'39" EAST, 156.65 FEET TO END RIGHT OF WAY DESIGNATED AS STATION 70+00.00.

PARCEL #2 (COSTA PARCEL):

TRACT OF LAND BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM A MONUMENT AT THE SOUTHEAST CORNER OF BLOCK 53 OF THE GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK TWENTY-ONE (21), PAGE EIGHTEEN (18), PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN NORTH 30 DEG. WEST 188.56 FEET ALONG THE MOST EASTERLY LINE OF BLOCK 53; THENCE NORTH 60 DEG. EAST, 426.92 FEET FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE MOST NORTHERLY LINE OF CAROLINA AVENUE; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID NORTHERLY LINE OF CAROLINA AVENUE BY A CURVE TO THE LEFT, RADIUS 481.67 FEET, ARC 125 FEET, CHORD NORTH 36 DEG. 46 MIN. EAST 124.63 FEET; THENCE NORTH 29 DEG. 20 MIN. EAST TO THE WATERS OF BOCA CIEGA BAY; THENCE IN A WESTERLY DIRECTION ALONG THE SAID WATERS OF BOCA CIEGA BAY TO AN INTERSECTION WITH A LINE NORTH 30 DEG. WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 30 DEG. EAST TO POINT OF BEGINNING; SAID LANDS BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT NO. 14 AS SHOWN BY PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, RECORDED IN PLAT BOOK 23, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL #3 (LEVEROCKS PARCEL):

THAT PART OF GOVERNMENT LOT 1, IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE (GEORGIA AVENUE) BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 309.92 FEET, CHORD N.45°03'09"E., 306.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID BOUNDARY BY THE FOLLOWING TWO COURSES: (1) 8.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 593.99 FEET, CHORD N.29°43'09"E., 8.00 FEET; (2) N.29°20'00"E., 354.18 FEET TO THE WING WALL OF COREY CAUSEWAY; THENCE S.14°42'49" E., 214.18 FEET; THENCE S.14°16'00"W., 197.95 FEET; THENCE N.65°42'32"W., 201.20 FEET TO THE POINT OF BEGINNING.

PARCEL #4: (RICHARDSON PARCEL):

TRACT 1: A TRACT OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT, THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 236.96 FEET, CHORD NORTH 48°37'10" EAST, 234.42 FEET TO THE POINT OF BEGINNING #1; THENCE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.96 FEET, CHORD NORTH 33°40'19" EAST 73.96; THENCE SOUTH 65°42'32" EAST, 201.20 FEET; THENCE SOUTH 14°16'00" WEST, 74.05 FEET; THENCE NORTH 65°42'32" WEST 226.14 FEET TO THE POINT OF BEGINNING #1. BEING A FRACTION PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, TOGETHER WITH THE LAND LYING BETWEEN THE SAID LOT AND THE WATERS OF BOCA CIEGA BAY CONTAINED BETWEEN THE SIDE LINES EXTENDED TO THE WATERS THEREOF, TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

TRACT 2: A TRACT OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE AFORESAID POINT OF BEGINNING #1, RUN SOUTH 65°42'32" EAST, 70.14 FEET TO POINT OF BEGINNING #2, THENCE SOUTH 24°17'18" WEST, 6.00 FEET; THENCE SOUTH 65°42'32" EAST, 136.00 FEET; THENCE SOUTH 82°24'30" EAST, 20.88 FEET; THENCE NORTH 65°42'32" WEST, 156.00 FEET TO THE POINT OF BEGINNING #2.

Legal Description Cont'd.

PARCEL #5 (BAYWINDS PARCEL):

TRACT 1: ALL THAT PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF COREY AVENUE AND BAY STREET AS RECORDED BY SECOND BAYSIDE ADDITION TO ST. PETERSBURG BEACH AS RECORDED IN PLAT BOOK 25, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG COREY AVENUE BY A CURVE TO THE LEFT RADIUS 593.99 FEET, ARC 101.91 FEET, CHORD NORTH 49°17'17" EAST, 101.77 FEET TO POINT OF BEGINNING #1; THENCE ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.95 FEET, CHORD NORTH 40°48'23" EAST, 73.92 FEET; THENCE SOUTH 65°42'32" EAST, 226.14 FEET TO BOCA CIEGA BAY; THENCE SOUTH 14°16'00" WEST, 100 FEET ALONG BOCA CIEGA BAY; THENCE NORTH 79°40'47" WEST, 173.15 FEET; THENCE NORTH 30°00'00" WEST, 118.91 FEET TO THE POINT OF BEGINNING #1.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

FROM THE AFORESAID POINT OF BEGINNING #1, RUN ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.95 FEET, CHORD NORTH 40°48'23" EAST, 73.92 FEET; THENCE SOUTH 65°42'32" EAST, 70.14 FEET TO THE POINT OF BEGINNING #2; THENCE SOUTH 24°17'18" WEST, 6.00 FEET; THENCE SOUTH 65°42'32" EAST, 136.00 FEET; THENCE SOUTH 82°24'30" EAST, 20.88 FEET; THENCE NORTH 65°42'32" WEST, 156.00 FEET TO POINT OF BEGINNING #2.

TRACT 2: A TRACT OF LAND SOUTH AND EAST OF COREY AVENUE AND BAY STREET IN THE CITY OF ST. PETERSBURG BEACH, BEING A PART OF GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 60.08 FEET, CHORD NORTH 57°06'05" EAST, 60.07 FEET; THENCE SOUTH 30° EAST ALONG THE EAST BOUNDARY OF SAID BAY STREET, 100 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 30° EAST ALONG SAID BAY STREET, 18.04 FEET; THENCE BY A CURVE TO THE RIGHT, RADIUS 169.29 FEET, ARC 90.41 FEET, CHORD SOUTH 14°32'32" EAST, 89.33 FEET; THENCE SOUTH 85°21'36" EAST, 191.26 FEET; THENCE NORTH 14°16' EAST, 140.88 FEET; THENCE NORTH 79°40'47" WEST, 173.15 FEET; THENCE SOUTH 60° WEST, 100 FEET TO THE POINT OF BEGINNING.

TRACT 3: A TRACT OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF COREY AVENUE AND BAY STREET AS SHOWN ON PLAT OF SECOND BAYSIDE ADDITION TO ST. PETERSBURG BEACH AS RECORDED IN PLAT BOOK 25, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AS A POINT OF BEGINNING; THENCE RUN ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 101.91 FEET, CHORD NORTH 49°17'17" EAST, 101.77 FEET; THENCE SOUTH 30° EAST, 118.91 FEET; THENCE SOUTH 60° WEST, 100 FEET TO THE EASTERLY LINE OF BAY STREET; THENCE NORTH 30° WEST ALONG THE EASTERLY LINE OF BAY STREET TO THE POINT OF BEGINNING.

TRACT 4: A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN MODIFIED SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL NO. 520000673, BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, LESSOR AND MASSOUD LUKE BARZEGAR AND NACY SUE BARZEGAR, HIS WIFE, LESSEE, RECORDED AUGUST 27, 1999 IN O.R. BOOK 10217, PAGE 218, AS MODIFIED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO REFLECT A CHANGE IN OWNERSHIP AND MODIFICATION TO REFLECT CHANGED IN STRUCTURES BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THAT STATE OF FLORIDA, LESSOR AND R.L. FRENCH REAL ESTATE HOLDINGS, INC., A FLORIDA CORPORATION, LESSEE, RECORDED SEPTEMBER 30, 2003 IN O.R. BOOK 13107, PAGE 2261, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF COREY AVENUE AND BAY STREET AS SHOWN ON THE PLAT OF SECOND BAYSIDE ADDITION TO ST. PETERSBURG BEACH RECORDED IN PLAT BOOK 25, PAGE 36, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN ALONG COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 175.86 FEET, CHORD 175.22 FEET, CHORD BEARING NORTH 45°43'23" EAST; THENCE SOUTH 65°42'32" EAST, 70.14 FEET; THENCE SOUTH 24°17'18" WEST, 6.00 FEET; THENCE SOUTH 65°42'32" EAST, 136.00 FEET; THENCE SOUTH 82°24'30" EAST, 20.88 FEET TO BOCA CIEGA BAY TO THE POINT OF BEGINNING; THENCE RUN SOUTH 14°16'00" WEST, 240.88 FEET ALONG BOCA CIEGA BAY; THENCE RUN SOUTH 85°21'36" EAST, 142.00 FEET; THENCE NORTH 14°16'00" EAST 217.13 FEET; THENCE NORTH 75°44'00" WEST, 140.00 FEET TO THE POINT OF BEGINNING.

Legal Description Cont'd.

PARCEL #6:

A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN SOVEREIGNTY SUBMERGED LANDS LEASE NO. 520004853 ISSUED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 6725, PAGE 1444; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 7015, PAGE 1126; AS AFFECTED BY THAT MODIFIED SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 10520, PAGE 1936; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP, EXTEND TERM AND REFLECT CURRENT STRUCTURES RECORDED IN OFFICIAL RECORDS BOOK 13629, PAGE 2086; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTEREST RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1049; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1078; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP RECORDED IN OFFICIAL RECORDS BOOK 18505, PAGE 1547, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 52 GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE (GEORGIA AVENUE) 309.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT RADIUS 593.99 FEET, CHORD N. 45°03'09"E., 305.42 FEET; THENCE 8.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT RADIUS 593.99 FEET CHORD N. 29°43'09"E., 8.00 FEET; THENCE N. 29°20'00"E., 345.00 FEET TO A FOUND "X" ON THE SEAWALL; THENCE CONTINUE N. 29°20'00"E., 9.78 FEET; THENCE S. 14°42'49"E., 38.35 FEET TO THE POINT OF BEGINNING; THENCE N. 64°01'53"E., 131.25 FEET; THENCE S. 66°22'31"E., 110.46 FEET; THENCE S. 23°37'29"W., 72.26 FEET; THENCE S. 64°01'53"W., 44.62 FEET; THENCE N. 55°39'05"W., 62.36 FEET; THENCE N. 25°58'07"W., 45.57 FEET; THENCE S. 64°01'53"W., 78.53 FEET; THENCE N. 14°42'49"W., 31.81 FEET TO THE POINT OF BEGINNING.

PARCEL #7:

A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN SOVEREIGNTY SUBMERGED LANDS LEASE NO. 520008433 ISSUED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 8245, PAGE 1370; AS AFFECTED BY THAT RENEWAL OF SOVEREIGNTY SUBMERGED LANDS LEASE RECORDED IN OFFICIAL RECORDS BOOK 10074, PAGE 1849; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 13038, PAGE 187; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTEREST RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1067; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1078; AS AFFECTED BY THAT SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP RECORDED IN OFFICIAL RECORDS BOOK 17719, PAGE 1312, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 52, GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK 21, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF COREY AVENUE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 235.96 FEET, CHORD N. 48°37'10"E., 234.42 FEET TO A POINT OF BEGINNING; THENCE BY A CURVE TO THE LEFT, RADIUS 593.99 FEET, ARC 73.96 FEET, CHORD N. 33°40'19"E., 73.96 FEET; THENCE S. 65°42'32"E., 201.20 FEET; THENCE S. 14°16'00"W., 74.05 FEET; THENCE N. 65°42'32"W., 226.14 FEET TO THE POINT OF BEGINNING BEING A FRACTIONAL PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, TOGETHER WITH THE LAND LYING BETWEEN THE SAID LOT AND THE WATERS OF BOCA CIEGA BAY, CONTAINED BETWEEN THE SIDE LINES EXTENDED TO THE WATERS THEREOF.

PARCEL #8: (PRELIMINARY LEGAL SHOWN)

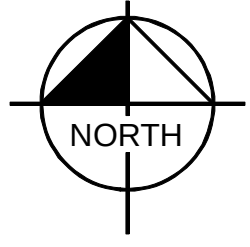
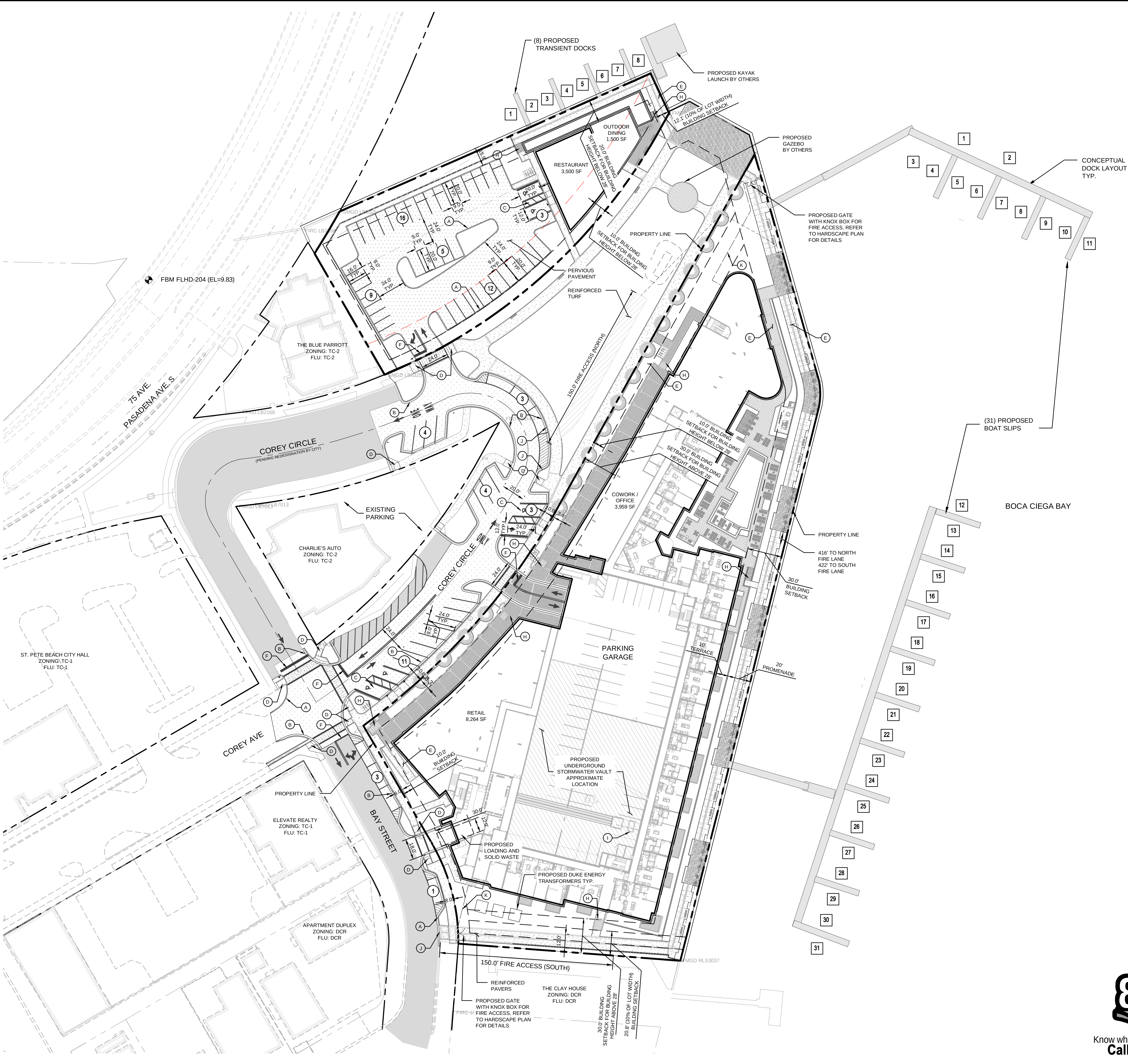
A LEASEHOLD INTEREST IN AND TO A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AS SET FORTH IN THAT CERTAIN SOVEREIGNTY SUBMERGED LANDS LEASE NO. 5200027033 ISSUED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 10018, PAGE 646; AS AFFECTED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 12775, PAGE 1620; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14913, PAGE 1078; AS AFFECTED BY THAT ASSIGNMENT OF LEASEHOLD INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 14940, PAGE 1481; AS AFFECTED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND REFLECT CHANGE IN UPLAND OWNERSHIP AND REDUCE SQUARE FOOTAGE DATED DECEMBER 13, 2013 AND FILED WITH THE BOARD OF TRUSTEES LAND DOCUMENT SYSTEM UNDER DM ID# 371989; AS AFFECTED BY SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL DATED DECEMBER 12, 2017 AND FILED WITH THE BOARD OF TRUSTEES LAND DOCUMENT SYSTEM UNDER DM ID# 379822, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF SUBMERGED LAND LOCATED IN SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, BOCA CIEGA BAY, CONTAINING 5,520 SQUARE FEET AND DATED DECEMBER 14, 2012, LOCATED IMMEDIATELY WATERWARD OF THAT UPLAND PROPERTY WITH THE FOLLOWING ATTACHED LEGAL DESCRIPTION:

TRACT OF LAND BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT 14 OF PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE(S) 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM A MONUMENT AT THE SOUTHEAST CORNER OF BLOCK 63 OF THE GEORGIA AVENUE REPLAT, AS RECORDED IN PLAT BOOK TWENTY-ONE (21), PAGE EIGHTEEN (18), PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN NORTH 30 DEG. WEST 188.56 FEET ALONG THE MOST EASTERLY LINE OF BLOCK 63; THENCE NORTH 60 DEG. EAST, 426.92 FEET FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE MOST NORTHERLY LINE OF CAROLINA AVENUE; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID NORTHERLY LINE OF CAROLINA AVENUE BY A CURVE TO THE LEFT, RADIUS 481.67 FEET, ARC 125 FEET, CHORD NORTH 36 DEG. 46 MIN. EAST 124.63 FEET; THENCE NORTH 29 DEG. 20 MIN. EAST TO THE WATERS OF BOCA CIEGA BAY; THENCE IN A WESTERLY DIRECTION ALONG THE SAID WATERS OF BOCA CIEGA BAY TO AN INTERSECTION WITH A LINE NORTH 30 DEG. WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 30 DEG. EAST TO POINT OF BEGINNING; SAID LANDS BEING IN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST, AND BEING A PART OF TRACT NO. 14 AS SHOWN BY PLAT VACATING PORTIONS OF REPLAT OF ST. PETERSBURG BEACH, RECORDED IN PLAT BOOK 23, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

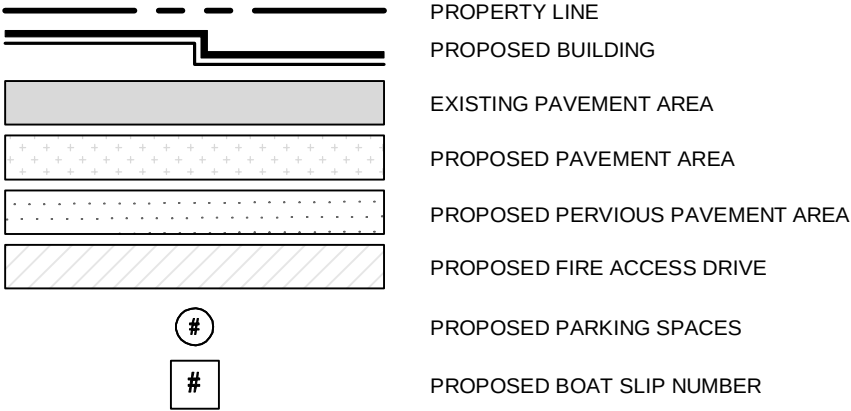
Exhibit B



GRAPHIC SCALE IN FEET



LEGEND



KEY NOTE LEGEND

- | | |
|---|---|
| A | PROPOSED TYPE 'D' CURB. SEE DETAIL SHEET . |
| B | PROPOSED TYPE 'F' CURB. SEE DETAIL SHEET . |
| C | ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN, AND SYMBOL. |
| D | PROPOSED CONCRETE CURB RAMP WITH DETECTABLE WARNINGS. SEE FDOT STANDARD PLANS, S22-002. |
| E | PROPOSED INTERNAL ADA RAMPS. SEE CITY STANDARDS S60-001. |
| F | PROPOSED 24" STOP LINE PER FDOT STANDARD PLAN 711-001 WITH R1-3 STOP SIGN |
| G | PROPOSED CONCRETE SIDEWALK. SEE PLANS FOR WIDTH. SEE CITY STANDARDS S20-32 |
| H | STAIRS |
| I | UP-FLO FILTER FOR TREATMENT OF STORMWATER RUNOFF |
| J | PROPOSED TYPE 'E' CURB. SEE DETAIL SHEET. |
| K | PROPOSED FENCE. REFER TO HARDSCAPE PLAN FOR DETAILS. |

SITE DATA TABLE

PROPERTY DATA		
SITE NAME	COREY LANDINGS	
JURISDICTION	CITY OF ST. PETE BEACH	
PARCEL NUMBER	25-31-15-78084-000-0141 - 0.20 AC 25-31-15-78084-000-0142 - 0.39 AC 25-31-15-78084-000-0143 - 0.24 AC 36-31-15-00000-140-0110 - 1.07 AC 36-31-15-00000-140-0300 - 0.38 AC 36-31-15-00000-140-0800 - 1.61 AC 36-31-15-00000-140-0110 - 0.33 AC 36-31-15-00000-140-0410 - 0.73 AC 36-31-15-00000-140-0700 - 0.07 AC LEASE NUMBER 520027033 - 0.13 AC TOTAL 1.26 AC SUBMERGED LANDS	
SUBMERGED LAND		
SITE AREA	NORTH PARCEL 0.53 AC SOUTH PARCEL 3.05 AC TOTAL ACREAGE 3.88 AC	
CURRENT ZONING	TC-2 TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS	
CURRENT USE	VACANT SITE	
FUTURE LAND USE	TC-2 TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS	
PROPOSED USE	243 MULTI-FAMILY UNITS 5,000 SF RESTAURANT 8,264 SF RETAIL 3,959 SF CO-WORK (OFFICE)	
PARKING		
TOTAL PROPOSED ON-STREET PARKING	29 TOTAL SPACES (4 ADA ACCESSIBLE)	
OFF-STREET PARKING	REQUIRED	PROVIDED
<u>NORTH PARCEL</u>		
RESTAURANT (1 SPACE / 100 SF)	5,000 SF TOTAL 3,500 SF INDOOR = 35 SPACES 1,500 SF OUTDOOR = 10 SPACES (FIRST 500 SF OF OUTDOOR AREA REQUIRES NO PARKING PER LOC SEC 23.5)	36 STANDARD (8' X 20') SPACES 9 COMPACT (8' X 16') SPACES (17%)
TRANSIENT BOAT SLIPS (PER CODE: SLIPS COUNT TOWARDS PROVIDED PARKING)	N/A	8 SPACES
TOTAL:	45 SPACES	53 SPACES
<u>SOUTH PARCEL</u>		
RETAIL SALES AND SERVICE (1 SPACE / 200 SF)	8,264 SF = 42 SPACES	42 SPACES
COWORK / OFFICE (1 SPACE / 300 SF)	3,959 SF = 14 SPACES	14 SPACES
BOAT SLIPS(NON-LIVE ABOARD (RESIDENTIAL ONLY)	0 SPACES	0 SPACES
RESIDENTIAL (2 SPACES UNIT)	243 UNITS = 486 SPACES	489 SPACES
TOTAL:	542 SPACES	545 SPACES

<u>ZONING DATA</u>				
	ALLOWABLE	NORTH PARCEL	SOUTH PARCEL	TOTAL
IMPERVIOUS SURFACE RATIO (ONSITE)	0.70	0.20	0.83	0.70
RETAIL/RESTAURANT FLOOR AREA RATIO	0.55	0.14	0.09	0.10
VEGETATIVE GREENSPACE (AC) (PER SEC. 37.12)	-	0.21	0.50	0.71
DENSITY (UNITS/ACRE) BONUS POOL (UNITS)	24* 195	-	UNITS AT 24 DU/AC: 93 BONUS POOL UNITS: 150 TOTAL UNITS: 243	-

PER COSPB LAND DEVELOPMENT CODE, SEC. 39.18, GENERAL RESIDENTIAL DENSITY POOL RESERVE ALLOWS FOR 195 ADDITIONAL UNITS AVAILABLE ON FIRST COME FIRST SERVE BASIS.



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

ALERT TO CONTRACTOR:

1. THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
2. ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.

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Exhibit C

Brownfield Area Designation Eligibility Statement

Corey Landing Green Reuse Area

10 Corey Avenue, St. Pete Beach, Florida

Parcel Numbers 36-31-15-00000-140-0100, 36-31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31-15-78084-000-0142, and 25-31-15-78084-000-0141

RRPVI Corey SPB LLLP (“Ram”) proposes to redevelop and rehabilitate six parcels of land located approximately at 10 Corey Avenue, St. Pete Beach, Florida, occupying Folio Numbers 36-31-15-00000-140-0100, 36-31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31-15-78084-000-0142, and 25-31-15-78084-000-0141 (the “Subject Property”), as a multifamily residential and commercial development. Ram’s proposed development will consist of 243 residential apartment units; approximately 4,000 square feet of coworking space; approximately 8,000 square feet of inline retail space; between 3,500 and 5,000 square feet of waterfront restaurant space; a new seawall; and 39 reconstructed boat slips (the “Project”). As demonstrated herein, the Project meets all five of the applicable brownfield area designation criteria set forth at Section 376.80(2)(c), Florida Statutes.¹ In addition, the Subject Property meets the definition of a “brownfield site” pursuant to Section 376.79(4), Florida Statutes.

I. Subject Property Satisfies the Statutory Criteria for Designation

1. Agreement to Redevelop the Brownfield Site. As the first requirement for designation, Florida Statutes § 376.80(2)(c)(1) provides that “[a] person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.”

Ram satisfies this criterion in that it controls the Subject Property by virtue of a Real Property Purchase Contract (“Contract”) with the Subject Property Owner, St. Pete Beach Holdings LLC (the “Seller”), and has agreed to redevelop and rehabilitate it.² Accordingly, Ram meets this first criterion.

2. Economic Productivity. As the second requirement for designation, Florida Statutes § 376.80(2)(c)(2) provides that “[t]he rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the rehabilitation agreement or an agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.”

¹ A copy of § 376.80, Florida Statutes, can be found at Attachment A to this Eligibility Statement.

² See Attachment B for correspondence from the Seller consenting to the requested designation before the transaction closes.

Ram satisfies this criterion in that the Project will result in significant economic productivity of the area. The budget for rehabilitation and redevelopment is approximately \$121.5 million, which will be spent in part on local labor, contractors, consultants, construction materials, furnishings, infrastructure improvements, and impact fees.³ This work will support approximately 600 temporary construction jobs over the period of development. The construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants.

Additionally, the recognized literature regarding the local benefits produced by the development of multifamily developments shows that this type of development substantially contributes to the economic productivity of an area in the form of increased property taxes, stimulation of the local economy by residents, and transformation of vacant land into economically productive communities. For example, in The National Association of Home Builders' ("NAHB") landmark study, The Economic Impact of Home Building in a Typical State,⁴ NAHB published models that estimate the local economic benefits of single-family developments and multifamily developments. These models capture the effect of the construction activity itself, the positive economic ripple effect that occurs when income earned from construction activity is spent and recycled in the local economy, and the ongoing beneficial impacts that result from the new apartments becoming occupied by residents. On a quantitative basis, the results are even more impressive. According to the NAHB report, the estimated one-year impacts of building 100 multifamily residential rental apartments include the following:

- *\$11.7 million in local income*
- *161 local jobs*

According to the report, these one-year impacts include both the direct and indirect impact of the construction activity itself, and the impact of local residents who earn money from the construction activity spending part of it within the local area's economy. Moreover, on a recurring basis, the economic impacts of building 100 residential rental apartments include the following:

- *\$2.6 million in local income*
- *44 local jobs*

Extrapolating the NAHB model data to the redevelopment planned for the Subject Property, the year of construction and annual recurring impacts based on 243 residential units would be as follows:

Economic Productivity for the Corey Landing Development – Year of Construction

\$28.4 million in local income
391 local jobs

³ See Attachment C for Ram's Development Cost Proforma.

⁴ A complete copy of the NAHB report may be accessed here: <https://www.nahb.org/-/media/NAHB/news-and-economics/docs/housing-economics/economic-impact/economic-impact-local-area-2015.pdf>.

Economic Productivity for the Corey Landing Development – Annually Recurring

\$6.3 million in local income
107 local jobs

In addition to the significant economic productivity to be generated by the Project's residential component alone, the Project is anticipated to create up to 51 permanent, full-time equivalent positions not associated with the implementation of the rehabilitation agreement and not associated with redevelopment project demolition or construction activities, exceeds the statutory job creation requirement.⁵ This includes permanent jobs that will facilitate operation of the development itself, the Project's retail component, and the Project's restaurant component. Such job creation will result in the payment of significant payroll taxes and salaries, thereby benefitting the local economy and increasing the economic productivity of the area. Accordingly, Ram meets this second criterion.

3. Consistency with Local Comprehensive Plan and Permittable Use under Local Land Development Regulations. As the third requirement for designation, Florida Statutes § 376.80(2)(c)(3) provides that "[t]he redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations."

Ram satisfies this criterion in that the Subject Property is located in a TC-2 zoning district and future land use designation. The City's TC-2 district "exists to accommodate medium intensity commercial and mixed-use developments oriented to the waterfront with retail and/or eating and drinking establishments on the ground level."⁶ The TC-2 district also permits a mix of retail, restaurant, and multifamily residential uses provided the ground floor is used only for commercial uses.⁷ Ram further satisfies this criterion in that the Project will be developed and operated in compliance with Ordinance Number 2022-03, which allocated additional residential units to the Project from the "RU" density pool, and in compliance with Resolution Number 2022-03, which approved a conditional use permit to allow for commercial docks and outdoor dining and drinking areas with outdoor music.⁸ Accordingly, Ram meets this third criterion.

4. Public Notice and Comment. Florida Statutes § 376.80(2)(c)(4) stipulates that "[n]otice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be posted in the affected area." Additional notice requirements pertaining to applicants other than a governmental entity can be found at Florida Statutes § 376.80(1)(c)(4)(b) and consist of publication in a newspaper of general circulation in the area, publication in ethnic newspapers or local community bulletins, and announcement at a scheduled meeting of the local governing body before the actual public hearing.

⁵ Ram expects 6 jobs to be created by the Project's residential component, 15 jobs by the inline retail component, and 30 jobs by the restaurant component.

⁶ See § 37.1, Land Development Code, City of St. Pete Beach.

⁷ See § 37.2, Land Development Code, City of St. Pete Beach.

⁸ See Attachment D for approved copies of Ordinance Number 2022-03 and Resolution Number 2022-03.

Ram satisfies all applicable notice and opportunity to comment requirements established by Florida Statutes § 376.80(2)(c)(4) and § 376.80(1)(c)(4)(b) as follows:

- (i) a community meeting for purposes of affording interested parties the opportunity to provide comments and suggestions about the potential designation will be held, at a date to be announced;*
- (ii) notice of the request to designate the Subject Property a Brownfield Area and of the community meeting will be posted at the Subject Property;*
- (iii) notice of the request to designate the Subject Property a Brownfield Area and of the community meeting will be published in a newspaper of general circulation; and*
- (iv) notice of the request to designate the Subject Property a Brownfield Area and of the community meeting will be published in a local community bulletin.*

All notices will contain substantially the following narrative:

Representatives for RRPVI Corey SPB LLLP will hold a community meeting, date to be announced, from 5:30 p.m. to not later than 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of six parcels of land located at 10 Corey Avenue, St. Pete Beach, Florida 33180, and identified by Folio Numbers 36-31-15-00000-140-0100, 36- 31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31- 15-78084-000-0142, and 25-31-15-78084-000-0141, as a Green Reuse Area. The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's Brownfield Redevelopment Act, and will involve two public hearings before the St. Pete Beach City Commission.

The community meeting, which will also address future development and rehabilitation activities planned for the site, is free and open to all members of the public. For additional instructions on how to join, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the meeting date, please contact RRPVI Corey SPB LLLP's representative, Brett C. Brumund, who can be reached by phone at (305) 640-5300, by email at bbrumund@goldsteinenvlaw.com, and/or U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Blvd., Suite 710, Coral Gables, FL 33134.

Proof of publication or posting, as appropriate, will be provided to the City.

5. Reasonable Financial Assurance. As the fifth requirement for designation, Florida Statutes § 376.80(2)(c)(5) provides that "[t]he person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan."

The total capital budget of approximately \$121.5 million for the Project is to be fully funded through a combination of debt financing, equity, and the financial resources of Ram's affiliates and principal.⁹ Ram has a history of renovating, developing, and managing multifamily, retail and mixed-used real estate and boasts a portfolio of 11,900 units in the Southeastern United States. The success of previous projects, the magnitude of the capital previously raised, the quality of the development previously achieved, and the resources of its principal provide reasonable assurances that Ram has

⁹ See Financial Assurances Letter from the Fund Controller for Ram at [Attachment E](#).

sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan. It therefore satisfies the fifth criterion.

II. Subject Property Meets the Definition of Brownfield Site

Section 376.79(4), Florida Statutes, defines “brownfield site” to mean “. . . real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.” The facts here clearly reflect that the Subject Property falls within the definition of the term “brownfield site” in that actual contamination is present in soils and groundwater on the Subject Property that has significantly complicated redevelopment. Specifically, site assessment activities on the Subject Property revealed concentrations of petroleum compounds, arsenic, chromium, and lead in soils above their respective Soil Cleanup Target Levels (“SCTLs”) as well as petroleum compounds in groundwater above their respective Groundwater Cleanup Target Levels (“GCTLs”).¹⁰ The presence of these contaminants is likely attributable to the Subject Property’s historical use for seaplane sales and service, as a gas station, and marina. These historical uses involved the handling and storage of petroleum products in underground storage tanks (“USTs”), several of which still exist on the Subject Property. Subsequent site assessment activities have delineated the extent of soil and groundwater contamination with impacted groundwater located in the area of the remaining USTs and soil impacts in several discrete areas of the Subject Property.

As a result, Ram must now carefully address the presence of the remaining USTs as well as the documented contaminated soil and groundwater through continued site assessment activities and by eventually undertaking measures that will include properly removing and closing the USTs, removing or encapsulating the contaminated soil, and properly managing contaminated groundwater at all stages of redevelopment. As such, Ram faces significant additional redevelopment costs that are difficult to quantify at the start of redevelopment and must also work within a strict regulatory framework that exists to ensure contamination is properly and safely managed. This imposes great legal and financial risk by requiring that Ram incorporate design and construction changes on the Project that would not be required but for the presence of actual contamination.¹¹

In sum, the presence of actual contamination imposes a material level of regulatory, construction, and legal liability risk, complicates redevelopment efforts, and requires significant time and money for environmental, engineering, and legal consultants to properly investigate and address. Accordingly, this designation, if granted, will allow Ram to access limited but important state-based

¹⁰ A Site Assessment Report describing the environmental conditions at the Subject Property prepared by environmental consulting firm Kimley-Horn and Associates, Inc. (“KH”) and submitted to the Florida Department of Environmental Protection is available at: https://prodenvironment.state.fl.us/DepNexus/public/electronic-documents/ERIC_17989/facilitysearch.

¹¹ Onsite soil contamination will also require special handling and very specific regulatory approvals. Soil management during construction activities would be subject to a level of environmental review and scrutiny that would not otherwise apply to a clean site, in addition to considerable extra costs and scheduling delays. These risks and expenses greatly complicate redevelopment of the Subject Property. Due to contaminated groundwater, a significant redevelopment complication involves the way in which construction dewatering is conducted when near or on a contaminant plume, in which case, extraordinary measures (at great cost) must be implemented to ensure that the contaminant plume isn’t drawn towards a clean area, which would spread or “exacerbate” contamination.

economic incentives to help underwrite the unanticipated and unbudgeted costs associated with managing the environmental risk as well as, generally, to put the Project to a more certain financial ground. In this sense, the designation will not only play a critical role in the successful redevelopment of the Subject Property, but also in the larger revitalization efforts for this area of the City.

Based on all the foregoing, the Subject Property clearly falls within the definition of “brownfield site” as set forth in § 376.79(4), Florida Statutes.

III. Conclusion

Ram has demonstrated that the Subject Property meets the definition of a “brownfield site” and that it satisfies the five statutory criteria for designation. Accordingly, designation of the Subject Property as a brownfield area pursuant to § 376.80(2)(c), Florida Statutes, of Florida’s Brownfield Redevelopment Act is appropriate.

Attachment A

The 2022 Florida Statutes

[Title XXVIII](#)
NATURAL RESOURCES; CONSERVATION,
RECLAMATION, AND USE

[Chapter 376](#)
POLLUTANT DISCHARGE PREVENTION
AND REMOVAL

[View Entire
Chapter](#)

376.80 Brownfield program administration process.—

(1) The following general procedures apply to brownfield designations:

(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.

(b) For a brownfield area designation proposed by:

1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).

2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. [403.182](#), of its decision to designate a brownfield area for rehabilitation for the purposes of ss. [376.77-376.86](#). The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. [403.182](#), of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. [166.041](#), except that the procedures for the public hearings on the proposed resolution must be in the form established in s. [166.041\(3\)\(c\)2](#). For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. [125.66](#), except that the procedures for the public hearings on the proposed resolution shall be in the form established in s. [125.66\(4\)\(b\)](#).

3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government shall grant the request.

4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity. Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):

a. At least one of the required public hearings shall be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.

(2)(a) *Local government-proposed brownfield area designation outside specified redevelopment areas.*—If a local government proposes to designate a brownfield area that is outside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area, the local government shall provide notice, adopt the resolution, and conduct public hearings pursuant to paragraph (1)(c). At a public hearing to designate the proposed brownfield area, the local government must consider:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;
2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;
3. Whether the area has potential to interest the private sector in participating in rehabilitation; and
4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.

(b) *Local government-proposed brownfield area designation within specified redevelopment areas.*—Paragraph (a) does not apply to a proposed brownfield area if the local government proposes to designate the brownfield area inside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area and the local government complies with paragraph (1)(c).

(c) *Brownfield area designation proposed by persons other than a governmental entity.*—For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.
2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.
3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permissible use under the applicable local land development regulations.
4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.
5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

(d) *Negotiation of brownfield site rehabilitation agreement.*—The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.

(3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination

changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

(4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

(5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:

(a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.

(b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.

(c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.

(d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. 376.81, including any applicable requirements for risk-based corrective action.

(e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.

(f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.

(g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. 376.77-376.86, and that will improve or enhance the brownfield site rehabilitation process.

(h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into

account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

(i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

(6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:

- (a) Meets all certification and license requirements imposed by law; and
- (b) Will conduct sample collection and analyses pursuant to department rules.

(7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.

(8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. 376.82 are revoked.

(9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. 403.182 to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:

- (a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and
- (b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

The local pollution control program shall not be delegated authority to take action on or to make decisions regarding any brownfield site on land owned by the local government. Any delegation agreement entered into pursuant to this subsection shall contain such terms and conditions necessary to ensure the effective and efficient administration and enforcement of the statutory requirements of the brownfield program as established by the act and the relevant rules and other criteria of the department.

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and

environmental hazards, and to promote the creation of jobs and economic development in these previously run-down, blighted, and underutilized areas.

(11)(a) The Legislature finds and declares that:

1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.
2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. 376.78.
3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.
4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.

(b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:

1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.
2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.
3. Any new or increased access to open, green, park, or other recreational spaces that provide recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.
4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.

(c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.

(12) A local government that designates a brownfield area pursuant to this section is not required to use the term “brownfield area” within the name of the brownfield area designated by the local government.

History.—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239; s. 2, ch. 2014-114.

Attachment B

Brownfield Designation Letter of Consent

ST PETE BEACH HOLDINGS, LLC
Fortress Investment Group
5221 N. O'Connor Blvd, Suite 700
Irving, Texas 75039

September 28, 2022

Via Email Only

Mr. Alex Rey, City Manager
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Consent to Request by RRPVI Corey SPB LLLP, a Florida limited liability limited partnership for Designation of Property Located at 10 Corey Avenue, St. Pete Beach, Florida, Folio Numbers 36-31-15-00000-140-0100, 36- 31-15-00000-140-0300, 36-31-15-00000-140-0400, 25-31-15-78084-000-0143, 25-31-15-78084-000-0142, and 25-31-15-78084-000-0141, as a Green Reuse Area Pursuant to Section 376.80(2)(c), Florida Statutes, of Florida's Brownfield Redevelopment Act

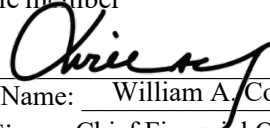
Dear Mr. Rey:

Please be advised that St. Pete Beach Holdings, LLC, a Delaware limited liability company ("Seller"), the owner of the above-referenced property (the "Subject Property"), has entered into a Real Property Purchase Contract dated October 26, 2020, with Ram Realty Acquisitions V LLC, a Florida limited liability company ("RAM"), as amended and subsequently assigned by RAM to RRPVI Corey SPB LLLP, a Florida limited liability limited partnership ("Buyer") (collectively, the "Contract") for the sale by Seller and acquisition by Buyer of the Subject Property for Buyer to construct a multifamily residential and commercial development on the Subject Property. For purposes of such development, Buyer is the contract purchaser of the Subject Property under the Contract and is authorized pursuant to the express terms of the Contract to seek and obtain certain governmental approvals pertaining to the Subject Property. Buyer has requested, and Seller has agreed (at no cost or expense whatsoever to Seller) to allow Buyer to file, at Buyer's sole cost and expense, a request for designation of the Subject Property as a Green Reuse Area pursuant to Section 376.80(2)(c), Florida Statutes, of Florida's Brownfield Redevelopment Act and Seller confirms that it consents to the filing of such request. Thank you.

Sincerely,

ST. PETE BEACH HOLDINGS, LLC,
a Delaware limited liability company,

By: CF RFP Holdings LLC,
a Delaware limited liability company,
its sole member

By: 
Print Name: William A. Covino
As Its: Chief Financial Officer

cc: RRPVI Corey SPB LLLP

Attachment C

Development Cost Proforma – Corey Landing Development, St. Pete Beach, Florida

Development Cost Summary:		Alloc. Method	Residential Component			Commercial Component		Property Total		
			Total	(per unit)	(per SF)	Total	(per SF)	%	(in dollars)	(per SF)
Land Costs:		97%	\$ 9,700,000	\$ 39,918	\$ 41.32	\$ 300,000	\$ 22.62		\$ 10,000,000	\$ 40.32
Soft Costs:										
	CLOSING COSTS								190,000	0.77
	LEGAL								597,500	2.41
	DESIGN CONSULTANTS								3,006,360	12.12
	PERMIT & IMPACT FEES								3,650,623	14.72
	TAX, INSURANCE & ADMIN								1,322,567	5.33
	FINANCING FEES								837,033	3.38
	CONSTRUCTION PERIOD INTEREST								3,361,752	13.56
	LEASEUP DEFICIT								609,455	2.46
	LEASING AND MARKETING								378,245	1.53
	FF&E								802,500	
	DEVELOPMENT FEE							3.0%	3,540,097	14.28
	SOFT COST CONTINGENCY							5.0%	737,802	2.98
	Subtotal Soft Costs	% NOI	17,737,989	72.996	75.57	1,295,942	97.70		19,033,932	76.75
Hard Costs:										
	HARD COST CONSTRUCTION		\$83,291,620	342,764	354.84	\$2,488,880	187.64		85,780,500	345.90
	TENANT IMPROVEMENT					952,920	71.84		952,920	3.84
	LANDLORD IMPROVEMENTS					1,127,440	85.00		1,127,440	4.55
	RAM PROJECT MANAGER	% NOI	282,494	1.163	1.20	20,639	1.56		303,133	1.22
	HARD COST CONTINGENCY	% NOI	4,049,537	16.665	17.25	295,860	22.31	5.0%	4,345,397	17.52
	Subtotal Hard Costs		87,623,651	360.591	373.30	4,885,739	368.35		92,509,390	373.04
Total Gross Development Cost			\$ 115,061,640	\$ 473,505	\$ 490.19	\$ 6,481,682	\$ 488.67		\$ 121,543,322	\$ 490.11
Sitework Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Total Net Development Cost			\$ 115,061,640	\$ 473,505	\$ 490.19	\$ 6,481,682	\$ 488.67		\$ 121,543,322	\$ 490.11

Construction Loan Assumptions:	
Credit Spread	2.50%
Loan-to-Cost Ratio	65.0%
Construction Loan	\$ 79,003,159
Equity Required	42,540,163
LTV @ Base Case	49%
Debt Yield (un-trended)	8.79%

Attachment D

Ordinance 2022-03

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR THE ALLOCATION OF ADDITIONAL RESIDENTIAL DWELLING UNITS UNDER THE PROVISIONS OF THE GENERAL RESIDENTIAL UNIT "RU" DENSITY POOL RESERVE, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN AND IMPLEMENTED THROUGH THE CITY'S LAND DEVELOPMENT CODE, TO THE PROPOSED COREY LANDINGS DEVELOPMENT PROJECT, GENERALLY LOCATED AT 10 COREY AVENUE; PROVIDING FOR CODIFICATION; CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City that the units in the pool be distributed to promote quality land management, with emphasis given to development projects that may act in catalytic revitalization of the Community Redevelopment District.

WHEREAS, Ram Realty Acquisitions Advisors, desires to develop its 3.9 (+/-) acre site at 10 Corey Avenue and has filed an application for a conditional use permit for the Corey Landings Development Project (development project) consisting of a mixed-use development with 243 multi-family residential dwelling units, +12,000 square feet of retail and commercial uses and +5,000 square feet of restaurant uses. The conditional use application is being processed in with this Ordinance.

WHEREAS, the subject property of the development project is permitted "by-right" a total of 93 residential units, and is eligible for the requested additional 150 residential density pool units through the conditional use process as established in Section 39.18 of the City's Land Development Code.

WHEREAS, the applicant held the required duly noticed Community Meeting on June 24, 2021, in the Boca Ciega Ballroom of the St. Pete Beach Community Center and presented the proposed development project for public review and comment.

WHEREAS, the City Commission finds that the proposed development project meets the City's merit-based criteria for the awarding 150 residential dwelling units from the General Residential Unit Density Pool.

WHEREAS, notice of this Ordinance has been provided in accordance with applicable law.

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

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

SECTION 2. The City Commission finds that the proposed development project has the requisite merit, more specifically listed in the companion conditional use Resolution No. 2022-03, to award the requested 150 residential units for the development project.

SECTION 3. Pursuant to Section 39.18 (c) of the City’s Land Development Code, the number of residential units currently available in the density pool is 195 units. After allocating 150 units by this Ordinance, a total of 45 units will be remaining in the General Residential Unit Density Pool. See Exhibit A, attached and incorporated herein.

SECTION 4. The 150 residential units awarded by this Ordinance shall revert to the density pool should a building permit not be obtained within one (1) year of the date of the passage of this Ordinance or should “continual construction” as defined in Division 2 of the Land Development Code cease, unless extended by resolution of the City Commission. The 150 units shall be contingent on the approval of the companion conditional use resolution.

SECTION 6. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 7. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

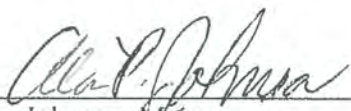
SECTION 9. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 10. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 11. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING:	January 10, 2022
PUBLISHED:	February 9, 2022
SECOND READING:	February 22, 2022
PUBLIC HEARING:	February 22, 2022
THIRD READING:	March 8, 2022
PUBLIC HEARING:	March 8, 2022

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



Alan Johnson, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this 11 day of March, 2022.



Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Andrew Dickman, City Attorney



EXHIBIT A

Residential Density Pool Information			
District	Total Units Available	Total Units Utilized	Total Units Remaining
Community Redevelopment District	195	<u>150</u>	<u>45</u>

Temporary Lodging Density Pool Information			
District	Total Units Available	Total Units Utilized	Total Units Remaining
Boutique Hotel/Condo	125	15	110
Town Center Core	50	0	50
Upham Beach Village	175	0	175
Town Center Core – Corey Circle	325	64	261
Town Center Core – Coquina West			
Activity Center			
Bayou Residential			
Total	675	79	596

RESOLUTION 2022-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 4.7 OF THE LAND DEVELOPMENT CODE FOR THE DEVELOPMENT OF THE COREY LANDINGS DEVELOPMENT PROJECT LOCATED AT 10 COREY AVENUE; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, Section 4.7 of the City of St. Pete Beach's Land Development Code requires the City Commission to adopt conditional use permits by resolution.

WHEREAS, Section 37.7 of the City of St. Pete Beach's Land Development Code provides, through Section 39.18, units from the residential density pool to be allocated by ordinance through the conditional use process and a unified site plan.

WHEREAS, on September 15, 2021, Stearns, Weaver, Miller c/o S. Elise Batsel, Esq (agent), on behalf of, Ram Realty Acquisitions Advisors (applicant), filed an application for a conditional use permit for the Corey Landings Project (the "Project") consisting of a mixed-use development with 243 multi-family dwelling units, (+/-) 12,000 square feet of retail and commercial uses and (+/-) 5,000 square feet of restaurant uses on 3.9 acres (+/-) at the eastern terminus of Corey Avenue, generally located at 10 Corey Avenue.

WHEREAS, to develop the Project, the application requests three conditional uses i) allocation of 150 residential dwelling units from the "RU" Density Pool Reserve, ii) Commercial Class A and Class B Docks for the restaurant and multi-family units, and iii) Outdoor dining and drinking areas that provide for outdoor music.

WHEREAS, the City Commission has the authority to approve none, some, or all of the requested conditional uses.

WHEREAS, on June 24, 2021, pursuant to Section 39.17 of the City of St. Pete Beach's Land Development Code, the applicant held a duly noticed public community meeting, in the Boca Ciega Ballroom of the St. Pete Beach Community Center and presented the proposed development project for public review and comment.

WHEREAS, on October 29, 2021, the Conditional Use Permit application was reviewed by the Technical Review Committee.

WHEREAS, on January 11, 2022, the City Commission held a first reading of Ordinance 2022-03, to consider the allocation of the requested 150 residential dwelling units from the residential density pool for the Project in accordance with all the criteria listed in the City of St. Pete Beach Land Development Code.

WHEREAS, on February 22, 2022, the City Commission continued the hearing of the final reading of Ordinance 2022-03, to consider the allocation of the requested 150 residential dwelling units from the residential density pool for the Project, and to consider this companion conditional use permit resolution, to March 8, 2022.

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 approves the requested conditional use permit application number #21080 submitted by Stearns, Weaver, Miller c/o S. Elise Batsel, Esq (agent), on behalf of, Ram Realty Acquisitions Advisors, incorporated herein by reference, and with the list of conditions enumerated in Exhibit "A" incorporated herein.

SECTION 3. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

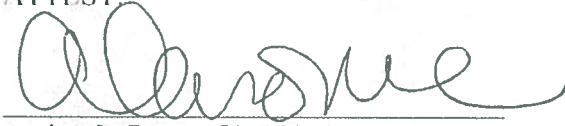
SECTION 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS 11 DAY OF March, 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



EXHIBIT “A”**Conditions****Administrative Approval Conditions**

1. The number of additional residential dwelling units on the subject property shall be contingent on final action on companion Ordinance 2022-03 which allocates one-hundred and fifty (150) residential units from the “RU” Density Pool Reserve to the subject property. Any additional residential dwelling units awarded from the Density Pool shall be returned to the Pool should a building permit not be obtained within one (1) year of the date of the passage of companion Ordinance 2022-03 or should “continual construction” as defined in Division 2 of the Land Development Code cease, unless extended by resolution of the City Commission.
2. The site plan submittal shall be in substantially the same as the “conceptual” site plan presented to the City. Any major deviations, as determined by the City Manager at his own discretion, may result in the loss of the conditional use approval.

Public Amenity Requirements

3. The applicant shall submit a unified landscaping plan reflecting, at the time of submittal of the final site plan which meets or exceeds the landscape shown in the conceptual site plan.
4. The applicant will partner with the City in connecting a boardwalk adjacent to the proposed restaurant in Area 1 to the City-owned property at 7701 Boca Ciega Drive. The City shall make application to the appropriate authorities for permitting and grants, and will be responsible for the design and construction of the proposed boardwalk. Provided the City is able to permit and fund the boardwalk, the applicant will provide a public access easement to the City to connect the boardwalk to the public park. The form and contents of the public access boardwalk shall be acceptable to the City Attorney and the applicant. The location of the proposed 10' easement shall be acceptable to the applicant.
5. The City shall review and approve all improvements being placed upon any public right-of-way prior to the issuance of any development permits.
6. The City shall review and approve the design of all public recreation facilities prior to the issuance of any development permits.
7. The applicant will use good faith efforts to obtain the appropriate regulatory approvals in order to permit the construction of the proposed Commercial Class A and B docking facilities located adjacent to the restaurant.
8. The applicant shall be required to provide electrical undergrounding of all utilities along Corey Avenue and Corey Circle adjacent to the project except for the poles along Bay Street, including the intersection of Bay Street and Corey Avenue. The City will work with Duke Energy, who is performing electrical undergrounding work south of the project area, and will look to enter into an agreement with Duke that will bring the undergrounding

along Bay Street to Corey Avenue. In the event that this agreement is put in place, the Developer will make a contribution, not to exceed \$50,000 towards that portion of the undergrounding effort.

9. The applicant shall be required to provide for all necessary relocation of existing public utilities in the project area and shall further be required to dedicate all appropriate utility easements. Such required dedications shall be made prior to the issuance of any development permits for the project.

Landscaping & Irrigation Requirements

10. All landscaping standards shall comply with the requirements of Division 22 of the City's Land Development Code.

Operational & Construction Requirements

11. Amplified music within the outdoor dining area shall come from the onsite installed equipment and speakers. Amplified music will have no bass. The Music Level Limits (dBA) shall not exceed the following levels:
 - 83 dBA between (7:00 a.m. – 10:00 p.m.),
 - 73 dBA between (10:00 p.m. – 11:00 p.m.),
 - No amplified music after 11:00 p.m.

The Sound Level Limitations outlined in Section 46-132 are in addition to the limits set above. City staff will supply the Commission with 3 months of noise data, including but not limited to complaints and code enforcement citations, from the date the dining establishment opens to the public. At that time the City Commission may review and modify this condition.

12. Construction of The Project shall incorporate at least two (2) of the eight (8) energy and environmental design features listed in LDC Sec. 39.9 as are appropriate to this use. Other emerging green building standards (including motion sensor lighting), and other certifications for building design such as wellness, may be considered in lieu of those listed following review and approval by the Community Development Department.
13. All impact fees and the wastewater connection fees, as may be applicable to this project at the time of building permit issuance, shall be collected prior to issuance of any building permit approval associated with this subject development.

Concurrency Management Requirements

14. Concurrency Management Statements shall be submitted for potable water, sanitary sewer, solid waste, transportation facilities, and stormwater shall be submitted, prior to building permit approval. Approval of these statements and plan shall take place prior to issuance of any site plan associated with this request.

Violation of Stated Conditions

15. Any violation of these conditions shall entitle the City Commission to modify or revoke the Conditional Use.
16. The Developer waives all reversion rights to the east end of Corey Avenue, beginning at the water's edge and ending approximately 300 feet to the west, which is planned for a pedestrian-only park area ("Public Property"). If there is ever a determination made by a court of competent jurisdiction that finds that a reverter interest in the Public Property is present, the Developer agrees to cooperate with the City and provide any additional documents required to waive and release any rights to the Public Property. Also, before site plan approval, the Developer will provide the City a quit claim deed or deeds for the Public Property, releasing any rights, including reverter rights.

Attachment E



**On behalf of:
RRPVI Corey SPB LLLP**

September 22, 2022

Re: Brownfields Application – Financial Assurance
Property Owner: RRPVI Corey SPB LLLP, a Florida limited liability limited partnership
("Property Owner")
Property Address: ("Brownfield Site")

To Whom This May Concern:

I am the Fund Controller for Ram Realty Partners VI LP, a Delaware limited partnership ("Ram VI"), an affiliate of the Property Owner. The purpose of this letter is to provide reasonable assurance, consistent with Section § 376.80(2)(c)(5), Florida Statutes, that the Property Owner has sufficient financial resources to implement the rehabilitation and redevelopment of the Brownfield Site.

This will confirm that Ram VI, owns one hundred percent (100%) of the ownership interests in the Property Owner. The Property Owner, through Ram VI has undrawn equity approximating \$281,600,000, an experienced team of development professionals with extensive experience and a strong track record in securing financing for large-scale redevelopment projects, and long-standing relationships with potential lenders and financial institutions. Based on the assurances provided herein, the Property Owner and its affiliates have sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the Brownfield Site.

Sincerely,

A handwritten signature in black ink that reads "Laura Marquez". The signature is fluid and cursive, with the first name "Laura" and last name "Marquez" clearly distinguishable.

Laura Marquez
Fund Controller

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

Agenda Report

Issue Considered: Chris Marone, Chair of Historic Preservation Board

Date: December 6, 2022

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: Chris Marone, chair of the Historic Preservation Board will be presenting the board's requests and discussing with the commission the direction the board should take moving forward.

Funding: N/A

Requested Motion:

Attachments: