



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, January 10, 2023
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Presentations -**

a. Recognition: Alex Rey will recognize Joanne Boland, Permit Administrator, for outstanding customer service.

b. Proclamation: Mayor Alan Johnson will present the National Mentor Month to Debbie Buschman, MPA, Pinellas County Lunch Pals Coordinator

2. **Approval of the Agenda -**

Action Request: Motion to approve the January 10, 2023 City Commission Agenda.

3. **Audience Comments -**

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

4. **Consent -**

a. City Commission Minutes: December 6 and December 13, 2022

b. Authorization of Budgeted Vehicle Replacements and Acquisitions

5. **Action Items -**

a. License Agreement

Madeira Beach Youth Baseball and Softball Boosters, Inc field use agreement

Action Request: Motion for the authorization to enter into a field use agreement with Madeira Beach Baseball and Softball Boosters, Inc.

b. Bayway Median Landscaping

Request to approve a notice to proceed with construction landscaping on SR682 median to Morelli Landscaping, Inc in the amount of \$50,282.00.

Action Request: Motion to approve a notice to proceed with construction landscaping on SR682 medians to Morelli Landscaping, Inc in the amount of \$50,282.00.

c. Illicit Discharge Agreement

Interlocal agreement providing for control of illicit discharges within Pinellas County.

Action Request: Motion to authorize the Mayor and City Manager to execute the Interlocal Agreement providing for Control of Illicit Discharges within Pinellas County.

6. Ordinances -

a. Ordinance 2023-01: An Ordinance of the City of St. Pete Beach, Florida Providing for Supplemental Budget Appropriations.

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Move to approve the first reading of Ordinance 2023-01.

7. Items for Discussion -

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

9. Adjournment -

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

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

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

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

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

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

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Alex Rey, City Manager
Matthew McConnell, Assistant City Attorney
Amber LaRowe, City Clerk
Vince Tenaglia, Assistant City Manager

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 requested item 6.a. be moved to after audience comments.

Motion: **Commissioner Grill moved, Commissioner Pletcher seconded, and the motion carried 5-0 to approve the December 6, 2022, City Commission Agenda.**

2. AUDIENCE COMMENTS

Resident Brad Pettit expressed his concerns related to drones being flown in the residential areas in the City. He explained a recent issue with a drone flying by his windows.

The City Attorney's Office will investigate what type of ordinance can be prepared to address drones flying in the City that engage in trespassing/harassing events.

6. ITEMS FOR DISCUSSION

a. Chris Marone, Chair of the Historic Preservation Board

Attorney McConnell summarized the timeline from the Historic Preservation Board meetings and the October 25th City Commission meeting.

Chris Marone, Chair of the Historic Preservation Board, discussed the evolution of the request that the Board made to the Commission at the October 25th meeting for a policy. The Board is requesting staff be required to present information to the Board regarding anything south of 32nd Avenue that might change the character of the historic district. [The specific list can be found attached to the October 25, 2022 City Commission Agenda and Minutes].

City Manager Rey is concerned about how this type of policy could impede staff's ability to do necessary repairs and maintenance.

Commissioner Pletcher mentioned that years ago, the City Commission discussed a policy/plan on the cohesive maintenance of alleyways and street ends; Attorney McConnell will look into this.

After a brief discussion, the Commission agreed to create a policy of guidelines at the request of the Historic

Preservation Board. Staff and Legal will work together with the Board to codify their needs for the policy and provide it to the Commission to adopt as a Resolution.

3. CONSENT

- a. **Commission Meeting Minutes: November 8 and November 15**
- b. **Pressure Washing Services**
- c. **Authorization to approve a request for beach fire on December 15, 2022**
- d. **Services Agreement with FCS Inc. for Pumping and Tankering**

Commissioner Grill inquired if the times listed in item 3.b. for construction work will coincide with the hours as listed in the City Code. Mr. Rey stated that yes, staff will inform the contractor of the rules for construction work/noise as written in the Code.

Commissioner Grill requested staff document that item 3.c. is an in-kind donation.

Regarding the renewal of item 3.d., Mr. Grill requested that the Commission receive advanced notice of the request to renew contracts. He appreciates more transparency for the public regarding contracts being renewed and the Commission's ability to mention any contractor's performance before that renewal.

The consensus of the Commission was to keep contract renewals as is with the City Manager handling issues as they arise with the contractors.

Motion: Commissioner Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to approve the December 6, 2022, Consent Agenda as presented by the City Manager.

Resident Deb Schechner complimented City staff Jennifer McMahon and Mandy Edmunds for helping to obtain a contract with the little league in Madeira Beach so that the children can continue playing this sport here in the City. She also complimented the Library for all the events they host every month.

4. ACTION ITEMS

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

Vince Tenaglia, Assistant City Manager, gave a presentation on the renewal of City health insurance. A copy of the presentation is made a part of the record. The presentation included:

- Renewal and Alternative Options
- PRM Pricing Model
- Funding Methodology
- Net Impact
- Deductibles

Motion: Commissioner Friszolowski moved, Vice Mayor Graus seconded, and the motion carried 5-0 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 SCRIVENER'S ERROR; AND PROVIDING AN EFFECTIVE DATE.

All those wishing to address the City Commission were duly sworn in by the City Clerk.

Attorney McConnell stated that this hearing will be treated like a quasi-judicial matter. All Commissioners mentioned they have had no communications about this topic since the last meeting which they entered in the previous ex-parte testimony.

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 those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice under 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 Deborah Schechner expressed concerns about groundwater penetration and flooding.

Attorney Goldstein addressed these concerns by confirming that the cleanup will include the removal of the underground tanks and the contaminated soil on the site. The petroleum contact surface water is also to be removed; the DEP will be watching every step of the cleanup process.

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

Motion: Commissioner Friszolowski moved that based on the evidence presented and the testimony we have heard, we believe the required criteria have been satisfied, Commissioner Pletcher seconded, and the motion carried 5-0 to adopt Resolution 2022-23.

Attorney McConnell stated that the next step is sending the transmittal letter to DEP along with the signed Resolution. Staff will monitor DEP documents as well.

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

Alex Rey, City Manager—informed the Commission that the City will be making funding requests to the State for Fire Station 22 and stormwater projects on 45th Avenue.

He made a presentation on the annual report for Fiscal Year 2022 for various services provided by the City including Parking, Code Enforcement, water consumption and distribution, etc. A copy of this presentation is made a part of the record.

Commissioner Pletcher—mentioned the following events:

- Pass-A-Grille Boat Parade on December 10th at 6:30 p.m.
- Pass-A-Grille Bonfire on December 15th at 7:00 p.m.
- Pass-A-Grille Women’s Club event on December 17th at 9:00 a.m.
- Golf cart parade on December 17th at 6:00 p.m.

Commissioner Friszolowski—mentioned the following events:

- Belle Vista Holiday Party on Thursday at 5:30 p.m.
- Gulf Beaches Historical Museum tree lighting on December 11th at 5:30 p.m.
- Santa drives through St. Pete Beach on December 15th for the north section of the Island
- Santa drives through St. Pete Beach on December 16th for the south section of the Island

Commissioner Grill—complimented the tree lighting event and boat parade from last week. He also enjoyed the ribbon cutting for the Mobi-Mat at Upham Beach on Monday.

Mr. Grill thanked the staff for the installation of the speed hump on Gulf Winds Dr. just north of Bay Street.

He thanked Public Works for the quick repair of the reclaimed water break at Three Palms Point.

Vice Mayor Graus—encouraged everyone to shop locally for Holiday gifts.

Mayor Johnson—will be attending a sea level rise seminar on Monday in Tampa.

Mayor Johnson adjourned the meeting at 8:15 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

St. Pete Beach City Commission Agenda Report

Action Request: Authorization of budgeted vehicle replacements and acquisitions not to exceed FY 2023 budgeted allocations by fund, as may be amended.

Strategic Objective: Reduce City's carbon footprint

Date: January 10, 2022

Prepared By: Vince Tenaglia, Assistant City Manager/CFO

Through: Alex Rey, City Manager

Summary of Issue: Blanket authorization is requested for planned vehicle replacements and acquisitions not to exceed fiscal year (FY) 2023 budgeted allocations by fund, as may be amended. Where feasible, replacements will include hybrid or electric models (e.g., small trucks and sedans). Procurement staff will determine the most cost-effective manner of replacement for each vehicle, utilizing all available resources such as the Florida Sheriff's Association bid, Sourcewell, and/or competitively bid individual pricing.

Funding: The FY 2023 schedule includes:

Fleet Fund

2011 Ford F-550 bucket truck replacement	81,650
2007 Ford F-250 replacement	45,000
2015 Ford F-150 replacement	30,000
2013 Ford Explorer replacement	32,000
2005 Ford F-150 replacement	50,000
Total	<u>\$ 238,650</u>

General Fund

New facilities vehicle acquisition	25,000
Total	<u>\$ 25,000</u>

Building Fund

New vehicle acquisition	30,000
Total	<u>\$ 30,000</u>

Wastewater Fund

2000 Ford F-750 replacement	65,000
Total	<u>\$ 65,000</u>

Stormwater Fund

2011 Ford F-350 crane truck replacement	<u>119,000</u>
Total	<u>\$ 119,000</u>

Attachments: N/A

**Reviewed by the
City Manager:** _____

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: License Agreement

Date: January 10, 2023

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: Southwest Little League has disbanded and joined with Madeira Beach Youth Baseball and Softball Boosters. The City of St Pete Beach had a license agreement with Southwest Little League for the use of our field at Egan and Hurley. This field use agreement with Madeira Beach Youth Baseball and Softball Boosters would be a 5-year agreement for use of Little Egan Field and Hurley Field. The fee for field usage is \$800 per field for fall ball and \$1200 per field for spring ball.

Funding: N/A

Requested Motion: I move to authorize the city manager to enter into a license agreement with Madeira Beach Baseball and Softball Boosters, Inc.

Attachments:

1. Mad Beach Youth Baseball League Agreement v1 (00169663-2xE1F64)

CITY OF ST. PETE BEACH, FLORIDA
LICENSE AGREEMENT

This License Agreement (“Agreement”), by and between the City of St. Pete Beach, a Municipal Corporation with its principal place of business located at 155 Corey Avenue, St. Pete Beach, Florida, 33706 (hereinafter, “the City”), and the Madeira Beach Youth Baseball and Softball Boosters, Inc., a Florida not for profit corporation, with its principal place of business located at 200 Rex Place, Madeira Beach, FL 33708 (hereinafter, “the League”). Collectively the League and the City shall be referred to as the (“Parties”).

WHEREAS, the League desires to use certain baseball field facilities located on City owned property, more specifically described herein; and

WHEREAS, the City agrees to allow the League to use said facilities; and

WHEREAS, it is desirable that the respective duties and responsibilities of the respective Parties be set forth in a written agreement; and,

WHEREAS, the Parties hereto agree that the services rendered by the League on City owned property are for the good and betterment of the community and in the best interest of the public.

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. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Facilities. The City agrees to allow the League to use the following baseball field facilities:
 - a. Egan Park, 9101 Blind Pass Road, St. Pete Beach, FL 33706
 - b. Hurley Park, 1500 Pass-a-Grille Way, St. Pete Beach FL, 33706
3. Term. This Agreement shall be in effect from January 1, 2023 for a period of one year. The City may cancel this Agreement at will, without cause, and in its sole discretion upon fifteen (15) days written notice to the League. The City, in its sole discretion, may renew this Agreement upon the League’s written request, which shall be provided to the City no less than ninety (90) days prior to renewal.
4. League Documentation. The League agrees to provide the following documentation to the City each year:
 - a. Current by-laws for organization
 - b. List of current officers and board members with addresses
 - c. Copy of insurance with City of St. Pete Beach listed as additional insured
 - d. Schedule for each season (fall and spring)

e. Background Checks on all volunteers and coaches

The City will analyze the information gathered from the Criminal History Background Check. If an applicant is found to have been convicted of any of the following offenses, he or she shall not be allowed to work with or around children pursuant to this Agreement: (i) Sex Offenses and Misconduct; (ii) Violent Felonies; (iii) Felonies (other than sex or violence related) within the past 10 years; (iv) Any child abuse or domestic violence convictions; (v) Misdemeanors within the past seven years.

5. Indemnification. The League agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys excluding only the sole negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. The League's liability hereunder shall include all attorney fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the League against the City and the League hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes.
6. Sovereign Immunity. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Subject to the limitations set forth in this Section, the League shall assume control of the defense of any claim asserted by a third party against the City and, in connection of such defense, shall appoint lead counsel, in each case at the League's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving the League of any of its obligations hereunder. If the League assumes control of the defense of any third party claim in accordance with this paragraph, the League shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the League shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the League has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7. City Responsibilities. The City agrees to:

- a. Maintain the playing fields and lights in accordance with the standards deemed appropriate by the City in its sole discretion.
- b. Assume authority in determining if play should be allowed in certain situations, i.e., poor field conditions, severe weather, etc.
- c. Provide and maintain trash cans on a daily basis.
- d. Maintain exterior buildings, rest rooms, bleachers and facilities including all repairs.

8. League Responsibilities. The League agrees that during its season it will:

- a. Maintain the grounds outside of the playing area free of paper and debris accruing from the operation of any concession stand and league activities. Empty all trash containers associated with the concession stand.
- b. Turn off field lights by 10:00pm nightly. In the event that ball field lights are left on and staff is contacted to go and turn off lights, the League shall be billed for the overtime of that staff person with a two (2) hour minimum call back.
- c. Maintain and repair concession facilities, meeting and storage spaces in accordance with specifications established by the State Sanitation Code and the Pinellas County Health Department. Keep current all required licenses and permits.
- d. Submit field rental fees of \$800 per field (fall ball) by October 1 and \$1,200 per field (spring ball) by March 1 each year. Fields available for play is at Hurley Park and small field at Egan Park.
- e. Line all fields (provide dust, paint, and trash liners), supply and maintain all bases, anchors and field equipment.
- f. Abide by the decision of the Parks Supervisor or City Designated Staff as to playability of the field. In the event the City Staff is not available, the League President or the League President's designee, shall assume responsibility for making the decision. If damage to the field shall result from the use of the field following the League President's or the League President's designee decision, the League shall be financially responsible for the repair of the field.
- g. Refrain from adding any materials to the playing field without the consent of the City Designated Staff
- h. Obtain the written prior approval of the City before physical improvements or additions are made to the facility. This includes signage on fencing.
- i. The League will assume all responsibility to monitor storm conditions and evacuate playing fields of participants and spectators when the threat of lightning approaches.
- j. Maintain control of coaches, referees, participants and spectators.
- k. Report damaged City facility, equipment and/or vandalism within 24 hours to City Designated Staff.
- l. The league will make every effort to continue to promote this program to the St. Pete Beach community.
- m. The league will provide an accurate schedule of St. Pete Beach field usage once available.

9. Maintenance and Use. The League is hereby authorized and instructed to make, keep and maintain reasonable rules and regulations regarding the use of the facility by members of the League. While the City expects ordinary wear and tear, the League agrees to keep the said premises and the building in a sanitary and clean condition. The League also agrees to enforce City park rules posted at each facility.
10. Insurance. The League at its expense shall keep in force during the term of this Agreement, insurance from an insurance company licensed in the State of Florida. The required insurance shall be evidenced by a certificate of insurance which must be submitted to, and approved by, the City prior to the effective date of this Agreement. The City of St. Pete Beach shall be named as an additional insured under the policy, and the City shall be provided with a 30 day notice in the event of cancellation, non-renewal or adverse change to the policy. The League shall provide, on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, Comprehensive General Liability Insurance with a minimum limit of **\$1,000,000** per occurrence combined single limit **and aggregate of \$2,000,000.**
11. Cancellation. This Agreement is specifically conditioned upon the League continuing to run its program in accordance with International Little League Standards in such a manner that the League's activities are open to all eligible youth who wish to participate, regardless of ability, sex or race. In the event that the League changes this policy, this Agreement shall be canceled immediately.
12. Assignment. This Agreement may not be assigned or transferred in any manner by the League without the written consent of the City. This Agreement shall be binding upon the parties hereto, their successors and assigns.
13. Legal Construction. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereinafter null and void and of no further force and effect whatsoever. This Agreement constitutes the entire agreement between the parties hereto; it may only be modified or amended in writing signed by all parties.
14. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of the State of Florida, and venue for any actions arising out herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.
15. Conflicts. If any provision hereof, excluding paragraph 3, is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision, excluding paragraph 3, shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement. If paragraph 3 is deemed unenforceable, then this Agreement shall terminate immediately.

16. Notice. 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 League:

Madeira Beach Youth Baseball and
Softball Boosters, Inc.

Attn: _____
200 Rex Place
Madeira Beach, FL 33708

As to City:

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

With copy to:
cityattorney@stpetebeach.org

17. Public Records. The League shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "A". **IF THE LEAGUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE THE LEAGUE'S 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).**
18. Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.
19. Counterparts. 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.
20. Amendments. 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 shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

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

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

The League

City of St. Pete Beach:

Signature

Signature

Printed Name

Printed Name

Title

City Manager
Title

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.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Bayway Median Landscaping

Date: January 10, 2023

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Alex Rey, City Manager

Summary of Issue: As part of the city's beautification efforts, the city received funding from the Florida Department of Transportation in the amount not to exceed \$52,282.00 to landscape the Pinellas Bayway from Casablanca Ave. to Barcelona St. The City Commission passed Resolution 2021-24 on October 12, 2021, accepting the funding from FDOT's Highway Landscape Reimbursement Memorandum of Agreement (HLRMOA) in the amount of \$52,282.00. The city received notice on December 21, 2022, to proceed with construction. Morelli Landscaping, Inc is currently under a service agreement with the city as a landscape contractor.

Funding: "No net financial impact" due to offsetting revenue and expenditures.

Requested Motion: "I move to approve a notice to proceed with construction landscaping on SR682 medians to Morelli Landscaping, Inc in the amount of \$50,282.00"

Attachments:

1. Res.2021-24
2. FDOT Notice to Proceed and Morelli Service Agreement

RESOLUTION 2021-24

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

WHEREAS, the City Commission of the City of St. Pete Beach is looking to enhance the City's landscaping.

WHEREAS, the Florida Department of Transportation (FDOT) has funding available to assist with landscaping and maintenance.

WHEREAS, the funding will be used to landscape the Bayway medians from the toll booth to Gulf Boulevard.

WHEREAS, the amount of landscape reimbursement from FDOT is \$52,282.00.

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

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

SECTION 2. The City Commission hereby authorizes a City Designee to enter into the Florida Department of Transportation District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement.

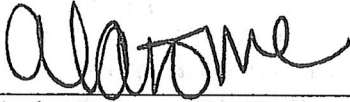
SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS 19 DAY OF October, 2021.

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


Alan Johnson, Mayor

ATTEST:

A handwritten signature in black ink, appearing to read 'Alarome', written over a horizontal line.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

A handwritten signature in black ink, appearing to read 'A. Dickman', written over a horizontal line.

Andrew Dickman, City Attorney

DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT
AND MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into as of the 12 day of October 2021, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, (the "Department") and CITY of ST. PETE BEACH, ("Agency").

WITNESSETH

WHEREAS, the Department owns State Road 682 (Pinellas Bayway) right-of-way from Casablanca Ave. (M.P. 0.052 to Barcelona St. M.P. 0.188) Section # 15200-001. FPID 447987-1-58-01; within the city limits of St. Pete Beach; in Pinellas County, Florida and

WHEREAS, the Agency seeks to beautify that portion of State Road 682 referenced above through the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, under F.P.I.D. 447987-1-58-01 the Department has allocated funds for such improvements and is authorized pursuant to Section 334.044(26), Florida Statutes, to reimburse the Agency for eligible expenditures; and

WHEREAS, upon installation of such improvements, the Agency has agreed to maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044(7), Florida Statutes to enter into contracts and agreements with counties/municipalities for maintenance of roadside landscape improvements on the State Highway System; and

WHEREAS, the Agency has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. SUBMITTALS

a. The Agency shall produce plans for, and install landscape improvements on, those areas of the State Road as depicted in the Landscape Plans and Specifications attached. All work conducted in connection with plans production and installation of improvements shall be referred to as the "Project".

b. Within one hundred and twenty (120) calendar days after execution of this Agreement, the Agency shall submit to the Department four copies of the landscape plans and specifications. This shall include:

1. A Maintenance Plan.
2. Maintenance of Traffic plan sheets.
3. Two (2) copies of the following documents are required:
 - a. The Project schedule.
 - b. Letters of no conflict from all utilities within the Project limits.
 - c. Project cost estimate.

Within fifteen (15) business days of the receipt of review comments by the Department, the Agency shall revise all documents required herein in accordance with the Department's comments and submit one (1) electronic copy of the revised documents for the Department's written approval. Within five (5) business days of receipt of Department approval, the Agency shall submit two (2) hard copies and one (1) electronic copy of the approved Plans and Specifications in 11" x 17" format to the Department. Failure to submit any of the required documents within the time periods specified may result in termination by the Department of this Agreement.

- c. If any of the submittals of the Agency pursuant to Paragraph 1.b. are rejected by the Department and returned to the Agency for revisions, such documents must be approved and resubmitted to the Department not later than one hundred and eighty (180) calendar days following the execution of this Agreement. If such documents are not resubmitted as approved, the Department may terminate this Agreement, including its obligation to reimburse any monies expended for the Project except for those approved expenditures for design of the Project.
- d. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt requested.
- (1) If to the Department, address to District Roadside Vegetation Coordinator, at Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and
- (2) If to the Agency address to The City Parks and Recreation Director; for The City of St. Pete Beach, FL. 155 Corey Ave, St. Pete Beach, FL 33706 or at such other address as the Agency from time to time designates by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

2. INSTALLATION

- a. The Agency shall not commence Project installation until the Department has issued a Notice to Proceed with Construction. Said Notice shall contain the Project completion date. The Agency shall notify the District Landscape Architect (DLA) and the Operations Center Engineer two (2) business days prior to commencing work on the Project site.
- b. The Agency agrees to install or cause to be installed landscaping within the Project area as specified in the attached Landscape Plans and Specifications. The Agency shall not change or deviate from the plan(s) without the Department's prior written approval.
- c. If the Agency desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen (15) feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and the Department's Maintenance of Traffic Regulations. The Agency shall have a Worksite Traffic Supervisor certified in Advanced Maintenance of Traffic supervise the set up and operation of Maintenance of Traffic devices at the site of the construction or maintenance activity. Prior to proceeding

with construction, the Agency shall provide the Department with the Worksite Traffic Supervisor's certification.

d. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the Agency.

e. If the Agency fails to substantially complete Project installation by the completion date in the Notice to Proceed, the Department shall provide the Agency with written notice of its intent to terminate this Agreement. If the Agency fails to respond or take corrective action within the prescribed time period set forth in the notice, the Department may terminate the Agreement as provided for in Paragraph 6.b., including its obligation to reimburse any monies expended for the Project except for those portions of the Project already completed by the Agency and accepted by the Department.

f. Upon certification of completion by the Agency, inspection, and approval of the Project as substantially complete in writing by the DLA, the Project shall be subject to a ninety (90) calendar day establishment period. Work performed and costs incurred after final project approval are not eligible for reimbursement.

3. BILLING and PAYMENT

a. Upon completion of the ninety (90) calendar day establishment period and approval of the Project installation by the Department, the Agency shall, within one hundred and eighty (180) calendar days, furnish the Department with two (2) signed originals of its final and complete billing of all eligible costs incurred in connection with the Project. The invoice shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest billed expense was incurred; the date on which the last work was performed, or the last item of billed expense was incurred; and the location where records and accounts billed can be audited.

b. The Department shall reimburse the Agency in an amount not to exceed \$52,282.00. Dollars and No Cents for all eligible expenditures for the professional design, inspection, and enforcement of the material and installation standards; and the purchase, installation, and establishment of plant material as identified in Exhibit "A". Reimbursement for design fees shall not exceed ten percent (10%) of the total reimbursement amount.

c. Payment shall be made to the Agency by the Department under the following conditions.

1. This Agreement has not been terminated pursuant to Paragraph 6. b.
2. The Agency agrees to complete the project on or before two (2) years from the date of the Agreement. If the Agency does not complete the project within this time period, any reimbursement for payment shall not be processed by the Department unless an extension of the time period is requested by the Agency and granted in writing by the Department
3. Written certification of the completion of the installation and acceptance by the Agency is provided to the Department.

4. The DLA has inspected the work and has issued a letter of final completion to the Agency noting that it has fully met with the terms and conditions of this Agreement.
5. After Department issuance of the Substantial Completion letter, the Agency shall provide the Department with two (2) hard copy sets and one (1) electronic copy of 11" x 17" format As-Built drawings.

4. STANDARD FINANCIAL PROVISIONS

a The Department agrees to compensate the Agency for services described in Exhibit A Landscape Plans and Specifications. The Method of Compensation is described in Section 3, "Billing and Payment".

b. The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and its quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit A - Landscape Plans and Specifications.

c. Invoice Summaries shall be submitted by the Agency in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A - Landscape Plans and Specifications. Deliverables must be received and accepted in writing by the Department's DLA prior to payments. There shall be no reimbursement for travel expenses under this Agreement.

d. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under *Chapters 215 and 216, F.S.* If the Department determines that the performance of the City is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Agency shall, within five (5) business days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. Payment shall not be made to the Agency until the goods and services have been received and proof of payment or other backup documentation as requested is provided to the Department. The Project must be completed (goods and services received and approved by the Agency) no later than _____

e. The Agency providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services should take no longer than five (5) business days. The Department has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the date the Invoice Summary is received.

If a payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03 (1), F.S., will be due and payable, in addition to the

Invoice Summary amount, to the Agency. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Agency requests payment. Invoice Summaries that have to be returned to the Agency because of Agency preparation errors will result in a delay of the payment. The Invoice Summary payment requirements do not start until a properly completed Invoice Summary is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the Agency who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

f. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request by the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

g. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of *Section 339.135 (6) (a), F.S.*, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

h. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

i. The Agency agrees to comply with *Section 20.055 (5), F.S.*, and to incorporate in all subcontracts the obligation to comply with *Section 20.055 (5), F.S.*

5. MAINTENANCE

a. At such time as the Department issues a Notice to Proceed with Project installation and until such time as the Project is removed pursuant to Paragraphs 5.f. and 6.a., the Agency shall maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the City agrees to:

- (1) remove litter from all landscaped areas of the Project;
 - (2) remove fallen palm fronds, fallen fruit and flower stalks and fallen twigs and limbs from all landscaped areas of the Project;
 - (3) water and fertilize all plants;
 - (4) mulch all plant beds;
 - (5) keep plants as free as practicable from disease and harmful insects;
 - (6) weed the Project premises routinely;
 - (7) mow and/or cut grass within the areas delineated by the landscape plans;
 - (8) prune all plants, specifically remove all dead or diseased parts of plants and prune of all parts of plants that present a visibility hazard to those using the roadway;
 - (9) replace, or at the Agency's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
 - (10) perform routine maintenance as prescribed by the manufacturer of any Project irrigation system; and
 - (11) trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).
- b. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the Agreement in accordance with Paragraph 6.b.
 - c. The Operations Center Engineer shall be notified two (2) business days in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Operations Center Engineer notified immediately. The Operations Center Engineer with responsibility for the roadway within this Project is located at 5211 Ulmerton Rd. Clearwater, FL 33760 Telephone 727-848-8300.
 - d. Prior to any Project construction or reconstruction activity, the Agency shall submit plans to the Department for review and approval of the proposed work. Additionally, such plans shall be submitted to all utilities with facilities within the limits of work for their review and comment. The Agency shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Work shall not start until the Department has issued a Design Approval and Notice to Proceed with Construction letter to the Agency. Prior to commencing any field activity on this Project, the Agency shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.
 - e. The Department will require the Agency to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the Agency or representatives of the Agency violate the conditions or intent of this agreement as determined by the Department.
 - f. It is understood between the parties hereto that any or all of the Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation, or adjustment and shall be allowed sixty (60) calendar days to remove all or

part of the Project at its own cost. The Agency will own that part of the Project it removes. After the sixty (60) calendar day's removal period, the Department may remove, relocate, or adjust the Project as it deems best. Wherever the Agency removes improvements pursuant to this agreement, the Agency shall restore the surface of the affected portion of the Project premises to the same safe and trafficable condition as it was before installation of such improvements.

g. The Agency covenants to appropriate in its annual budget, for each Fiscal Year, non-ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the Agency from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.

6. TERMINATION

a. The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution of the Agreement, with ten (10) year renewal options. The Department shall send the Agency an expiration notice six (6) months prior to each ten (10) year expiration date. Any renewal must be agreed upon by both parties in writing ninety (90) calendar days prior to the expiration of the existing agreement

In the event that the Agency elects to not renew the Agreement, then the Agency shall, at its sole expense, be responsible for the removal of the Project and shall restore the Project Highway to a safe and trafficable condition prior to expiration of the Agreement.

b. The Agreement may be terminated by the Department if the Agency, following fifteen (15) calendar days' written notice, fails to perform its duties under this Agreement.

c. The Department reserves the right to unilaterally cancel the Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

d. Within sixty (60) calendar days following a notice to terminate pursuant to Paragraph 6.b., if the Department requests, the City shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to Paragraph 6.b., the Department may complete, remove, relocate or adjust the Project as it deems best.

7. CLAIMS

a. When the Department receives notice of a claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency.

8. GENERAL

a. The Department's District Secretary or his designee shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement the

prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

b. E-Verify:

1. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of this Agreement; and
 2. The Agency shall expressly require any subcontractors performing work or providing services to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employee eligibility of all new employees hired by the subcontractor during this Agreement's term.
- c. This Agreement embodies the entire Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement may not be assigned or transferred by the Agency in whole or in part without written consent of the Department.
- d. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- e. This Agreement, regardless of where executed, shall be governed by and construed according to the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ST. PETE BEACH

a municipal corporation/political subdivision
of the State of Florida

By: 
City Manager

Date 10 / 12 / 2021

Legal Review:



Title

City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Francis Lewis., P.E.
Director of Transportation Operations,
District Seven

Date ____ / ____ / 2021

Legal Review:

Office of General Council, District Seven



Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, FL 33612-6456

JARED W. PERDUE, P.E.
SECRETARY

21 December 2022

Jennifer McMahon
Parks and Recreation Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

RE: Notification Letter – Notice to Proceed with Construction

Highway Landscape Reimbursement and Maintenance Memorandum of Agreement for
Landscape Rehabilitation; City of St. Pete Beach
FPID #447987-1-58-01; Contract #ASR37; FDOT Fiscal Year 2021
Project - SR 682 (Pinellas Bayway) from Casablanca Ave. to Barcelona St.

Dear Ms. McMahon:

As of the date of this letter, the City may initiate construction for the above project in accordance with the Exhibit "A" Approved date of 21 December 2022, and within the provisions of the reimbursement agreement. The City will oversee the letting, construction, inspection, and administration of this project subject to periodic inspection by the FDOT District Landscape Architect and the Area Maintenance Engineer. As soon as you receive a construction schedule and traffic work zone certification from your contractor, please forward two (2) copies to the Department.

Please notify the Local Maintenance Engineer and "One Call 811" two (2) full business days prior to start of construction.

If you have any questions, you may contact me at (813) 975-6130.

Sincerely,

Emilyvette A. DeGaetano, PLA
District Seven GEC Landscape Architect

EAD/ead

cc: A. Urbonas, M. Lenhart, R. Bratcher, Financial Services, File

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Landscape Contractor Services – City Facilities and Rights of Way

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

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

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

WHEREAS, pursuant to Florida Statute 287.057 and Section 1-16 of the City's purchasing policy adopted by the City Commission, the City is authorized to "piggy-back" onto the SP Contract for the same or similar services; and

WHEREAS, the Contractor specifically consents to the City using its "piggy-back" authority; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods or services described in the SP Contract attached hereto and incorporated herein as Exhibit B.
4. Contractor shall deliver the goods, or provide the services, described herein no later than March 31, 2022 ("completion date").

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Upon Contractor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.
7. Contractor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Contractor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
8. Contractor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Contractor further warrants that any defects in the goods shall be properly repaired by Contractor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.
9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
10. Contractor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Contractor guarantees said services for a period of 18 months from the date of final performance. Contractor shall provide all labor and materials necessary to repair any defective workmanship reported to Contractor within said guarantee period.
11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product

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

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

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

14. 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.

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

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

16. 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.

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

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

As to Contractor:

Joe Morelli
Morelli Landscaping Inc.
4855 162nd Ave North
Clearwater, FL 33760

As to City:

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

19. 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.

20. 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.

21. 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.

22. This Agreement will remain in effect until the completion date. On the completion date, this Agreement will renew for no more than one (1) additional two (2) year period upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

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

Morelli Landscaping Inc.

Signature: 

By: Vincent J. Morelli, Jr.

Its: President

Date: August 30, 2019

APPROVED AS TO FORM:


Andrew Dickman
City Attorney

City of St. Pete Beach:

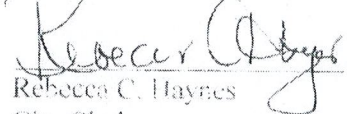
Signature: 

By: Alex Rey

Its: City Manager

Date: August 13, 2019

ATTEST:


Rebecca C. Haynes
City Clerk

MORELLI LANDSCAPING, INC.

Project: Bayway Medians, City of St. Pete Beach - ESTIMATE
Date: May 27, 2020

Quantity	Item	Unit Cost	Total Cost
<u>Landscape Materials Furnished and Installed:</u>			
152	Red Hot Caladium, 1 gal.	7.50	1,140.00
138	Lantana depressa, 1 gal.	6.00	828.00
269	Blue Daze 'Blue My Mind", 1 gal.	6.00	1,614.00
4,000	Perennial Peanut Sod 'Ecoturf' (sf)	3.50	14,000.00
1	Landscape Mix Backfill (ls)	1,750.00	1,750.00
30	Mulch, crushed shell (cy)	90.00	2,700.00
<u>Mobilization & Site Preparation:</u>			
1	Mobilization (ls)	2,500.00	2,500.00
1	Site Preparation / Clearing & Grubbing (ls)	9,000.00	9,000.00
1	Maintenance of Traffic (ls)	2,500.00	2,500.00
<u>Establishment & Warranty Period (90 Days):</u>			
1	Water Truck w/ 2 man crew & Attenuator (ls)	11,250.00	11,250.00
1	Landscape Maintenance, 2 man crew (ls)	3,000.00	3,000.00
TOTAL			\$ 50,282.00

St. Pete Beach City Commission Agenda Report

Action Request: Motion to authorize the Mayor and City Manager to execute the Interlocal Agreement providing for Control of Illicit Discharges within Pinellas County.

Strategic Objective: Sustainability: SPB known as environmentally conscience city by DEP

Date: January 10, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Pinellas County and Co-Permittees entered into an agreement on February 20, 2018, as required by the terms of NPDES Municipal Separate Storm Sewer System (MS4) Stormwater Permit FL000005-004, to establish that each co-permittee is responsible for regulating illicit discharges within its respective territorial jurisdiction. This previous agreement expired on November 30th, 2022. The proposed Interlocal Agreement will replace the current agreement and remain in effect until November 30th, 2027.

Funding: There is no funding needed for this agreement.

Attachments: Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for Control of Illicit Discharges within Pinellas County and signature page

Reviewed by the City Manager: _____

*PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW*



**INTERLOCAL AGREEMENT PROVIDING FOR CONTROL OF ILLICIT DISCHARGES WITHIN
PINELLAS COUNTY**

AGREEMENT PREPARED BY
PINELLAS COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENVIRONMENTAL MANAGEMENT
OCTOBER 2022

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**INTERLOCAL AGREEMENT PROVIDING FOR CONTROL OF ILLICIT
DISCHARGES WITHIN PINELLAS COUNTY**

THIS INTERLOCAL AGREEMENT PROVIDING FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY (hereinafter referred to as this “Agreement”), is entered into on this _____ day of _____, 2022, among: (1) Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, City of Treasure Island, all of which are municipal corporations of the State of Florida (hereinafter—although separate parties hereto—collectively referred to as the “Cities”); and (2) Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as the “County”); and (3) the Florida Department of Transportation, an agency of the State of Florida (hereinafter referred to as “FDOT”). The Cities, County, FDOT are individually referred to as “Party,” or collectively referred to as the “Parties,” herein.

WITNESSETH:

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

WHEREAS, pursuant to Section 402 of the Federal Clean Water Act and regulations adopted in accordance therewith, each Party is required to be a permittee or co-permittee to a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for discharges of municipal stormwater to Waters of State;

WHEREAS, pursuant to Section 403.0885 of the Florida Statutes and regulations adopted in accordance therewith, the State of Florida has been delegated authority by the Federal Government

to issue NPDES Permits, including MS4 Permits;

WHEREAS, the Parties are co-permittees of MS4 Permit (FLS000005-004) (the “MS4 Permit”), which expires on June 30, 2023;

WHEREAS, notwithstanding the Parties being co-permittees to the MS4 Permit, each party hereto owns and operates its own MS4;

WHEREAS, Section I.C.1.a. of the MS4 Permit provides that each Party must comply with MS4 Permit conditions for its own MS4;

WHEREAS, Section II.E of the MS4 Permit provides that each Party must ensure legal authority to control discharges to and from its own MS4;

WHEREAS, Section II.A.7.a. of the MS4 Permit provides that each Party must effectively prohibit illicit discharges (i.e., non-stormwater discharges, subject to limited exceptions explained in Section II.A.7.a.) to its own MS4 through inspections, ordinances, and enforcement;

WHEREAS, in Section 2.1.3 of the Parties – initial application for an MS4 permit dated May 17, 1993, the Parties represented to the U.S. Environmental Protection Agency (EPA) that, consistent with Section (d)(2)(i)(D) of Part 40 of the Code of Federal Regulations, “it is anticipated that an interlocal agreement [addressing the joint control of illicit discharges] acceptable to each [Party] and EPA will be completed by May 1994;” Note that Town of Indian Shores was an applicant for the initial MS4 Permit application, but is not Party to this Agreement.

WHEREAS, in light of the above cited provisions from the MS4 Permit and Original MS4 Permit Application, the Parties have entered into a series of interlocal agreements affirming each Party’s accountability for its own MS4, most recently on February 20, 2018 (the “2017 Interlocal Agreement”);

WHEREAS, the 2017 Interlocal Agreement expires on November 30, 2022; and

WHEREAS, due to the impending expiration of the 2017 Interlocal Agreement, and the high likelihood that the MS4 Permit will be renewed by the Florida Department of Environmental Protection (FDEP) with similar terms and conditions, the Parties desire to enter into a new interlocal agreement with similar terms and conditions to the 2017 Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

SECTION 1. RECITALS

The recitals above are incorporated herein.

SECTION 2. PURPOSE

The purpose of this Agreement is to establish that each Party is responsible for regulating illicit discharges within its respective territorial jurisdiction.

SECTION 3. DUTIES

Each Party recognizes that, unless otherwise established through a separate written agreement with another Party, it is responsible for regulating illicit discharges from public or private lands within its territorial jurisdiction to: (a) its MS4; (b) another Party's MS4; or (c) waters of the State. Such regulation includes, but is not limited to, inspection and enforcement. Each Party further recognizes that it is responsible for compliance with the MS4 Permit.

SECTION 4. NOTICES

All notices under this Agreement directed from one Party to another Party shall be in writing and delivered via USPS Certified Mail. Notice shall be considered delivered and received as reflected by certified mail delivery receipt. All notices to any Party shall be sent to the following respective addresses:

FDOT:

Mr. James Scott Stevens
Maintenance Environmental Specialist
FDOT District VII
11201 N. McKinley Drive M.S. 1200
Tampa, FL 33612-6456

Belleair Bluffs:

Mr. Russ Schmader
Public Works Supervisor
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770

Clearwater:

Ms. Sarah Kessler
Engineering Department
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Gulfport:

Mr. Tom Nichols
Public Works Director
City of Gulfport
2401 53rd St. South
Gulfport, FL 33707

Belleair:

Ashley Bernal
Town Manager Assistant
Town of Belleair
901 Ponce De Leon Blvd.
Belleair, FL 33756-1096

Belleair Beach:

Mr. Kyle Riefler
Interim City Manager
City of Belleair Beach
444 Causeway Boulevard,
Belleair Beach, FL 33786

Dunedin:

Ms. Michelle Monteclaro
Stormwater Program Coordinator
City of Dunedin
1405 County Road 1
Dunedin, FL 34698

Indian Rocks Beach:

Mr. Dean Scharmen
Public Services Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785-2899

Kenneth City:

Mr. Robert Duncan
Interim Town Manager
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709-1800

Madeira Beach:

Mr. Robin Ignacio Gomez
City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1996

Oldsmar:

Mr. Daniel Simpson
Public Works Director
City of Oldsmar
100 State Street West
Oldsmar, FL 34677-3756

Redington Beach:

Ms. Adriana Nieves
Town Clerk
Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708-1519

Safety Harbor:

Mr. Matthew Spoor
City Manager
City of Safety Harbor
750 Main St.
Safety Harbor, FL 34695

Largo:

City Engineer
City of Largo
P.O. Box 296
Largo, FL 33779-0296

North Redington Beach:

Ms. Mari Campbell
Town Clerk
Town of N. Redington Beach
190 173rd Avenue
North Redington Beach, FL 33708-1397

Pinellas Park:

Mr. Daniel Hubbard
Transportation & Stormwater Div. Director
City of Pinellas Park
6051 78th Ave. N.
Pinellas Park, FL 33781

Redington Shores:

Ms. Tracy Campbell
Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708-1299

South Pasadena:

Mr. Shawn Shimko
Public Works Director
City of South Pasadena
7047 Sunset Dr. S.
South Pasadena, FL 33707-2895

Seminole:

Mr. Rodney Due
Public Works Director
City of Seminole
9199 113th Street North
Seminole, FL 33772

St. Pete Beach:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Treasure Island:

Mr. Mike Helfrich
Public Works Director
City of Treasure Island
152 108th Ave.
Treasure Island, FL 33706

Tarpon Springs:

Mr. Anthony Mannello
Streets and Stormwater Supervisor
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689

Pinellas County:

Ms. Melanie Weed
Division of Environmental Management
Director
Pinellas County
22211 US 19 N. Bldg. 10
Clearwater, FL 33756

SECTION 5. FILING AND TERM

The County shall file a fully executed version of this Agreement with the Clerk of the Circuit Court; pursuant to Section 163.01(11) of the Florida Statutes. This Agreement shall take effect upon the date of such filing. Promptly after such filing, the County shall deliver one certified copy of this Agreement to each of the Cities and FDOT. Subject to extension or termination in accordance with the terms herein, this Agreement shall remain effect until November 30, 2027.

SECTION 6. WITHDRAWAL

Any Party may withdraw from this Agreement at any time for any reason by giving thirty (30) days' notice to each of the other Parties. The withdrawal of any Party shall not terminate this Agreement or in any way alter the obligations hereunder of the remaining Parties; however, if every Party withdraws pursuant to this Section, this Agreement shall terminate.

SECTION 7. REMOVAL FROM MS4 PERMIT

If any Party is removed, either voluntarily or involuntarily, as a co-permittee of the MS4 Permit, that Party shall no longer be a Party to this Agreement and shall promptly notify all other Parties of same. If the MS4 Permit is not extended, renewed, or re-issued by FDEP, this Agreement shall terminate on the date of the MS4 Permit expiration.

SECTION 8. AMENDMENT

This Agreement may be amended, extended, or terminated by written agreement of all Parties at any time.

SECTION 9. NON-APPROPRIATION

Each Party recognizes that this Agreement is not a commitment of appropriations by any Party's governing body.

SECTION 10. LIABILITY AND THIRD PARTIES

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party, or to extend the liability of any Party beyond the limits set forth in Section 768.28 of the Florida Statutes. Nothing herein shall be construed as consent by any Party to be sued by any third party for any matter arising from this Agreement. Nothing herein is intended to abrogate the right of any Party to seek any available legal remedies against any third party for any illicit discharge originating within or outside of that Party's territorial jurisdiction.

SECTION 11. SEVERABILITY

If any word, clause, sentence, paragraph, or section of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

SECTION 12. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida.

SECTION 13. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties. There are no other communications between the Parties, whether oral or written, that alter the terms herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

PINELLAS COUNTY, by and through its
County Administrator

By: _____
Barry A. Burton

APPROVED AS TO FORM
By: Brendan Mackesey
Office of the County Attorney

(Other signature pages to be delivered to the other Parties separately)

**THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4
CO-PERMITTEES
FOR JOINT CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

Florida Department of Transportation

Francis Lewis
Director of Transportation Operations

Approved as to form:

Attest:

[Seal]

Attorney

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

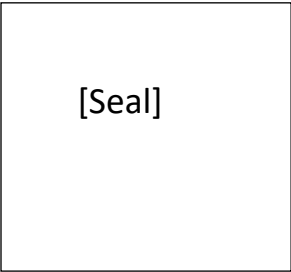
Town of Belleair

Michael Wilkinson
Mayor

JP Murphy
Town Manager

Approved as to form:

Attest:



Attorney

Christine Nicole
Town Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Belleair Bluffs

Chris Arbutine, Sr.
Mayor

Russ Schmader
Public Works Supervisor

Approved as to form:

Attest:

[Seal]

Thomas J. trask
Attorney

Alexis A. Silcox
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Belleair Beach

Joseph A. Manzo
Mayor

Approved as to form:

Fred Reilly
Attorney

Kyle Riefler
Interim City Manager

Attest:

[Seal]

Patricia A. Gentry
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Clearwater, Florida,
A municipal corporation and
political subdivision of the State of Florida

Tara Kivett, P.E.
Engineering Director

Approved as to form:

Laura Mahony
Attorney

Attest:

[Seal]

Rosemarie Call
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

CITY OF DUNEDIN

Julie Bujalksi
Mayor

Jennifer Bramley
City Manager

Approved as to form:

Attest:

[Seal]

Nikki Day
City Attorney

Rebecca Schlichter
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Gulfport

Samuel Henderson
Mayor

James E. O'Reilly
City Manager

Approved as to form:

Attest:

[Seal]

Andrew Salzman
Attorney

Lesley DeMuth
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Indian Rocks Beach

Brently Gregg Mims
City Manager

Approved as to form:

Randy D. Mora
City Attorney

Attest:

[Seal]

Deanne B. O'Reilly, MMC
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

Town of Kenneth City

Robert J. Howell
Mayor

Approved as to form:

Randy D. Mora
Attorney

Robert Duncan
Interim Town Manager

Attest:

[Seal]

Ana Cabezas
Town Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

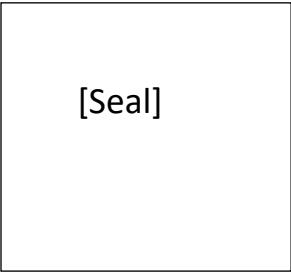
City of Largo

Henry Schubert
City Manager

Approved as to form:

Alan S. Zimmet
City Attorney

Attest:



Diane L. Bruner
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Madeira Beach

John Hendricks
Mayor

Robert J. Daniels
City Manager

Approved as to form:

Attest:

[Seal]

Thomas J. Trask
Attorney

Clara VanBlargan, MMC, MSM
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

Town of North Redington Beach

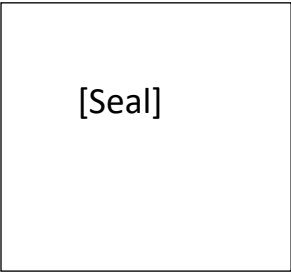
William Queen
Mayor

Approved as to form:

Jay Daigneault
Attorney

Mari Campbell, CMC
Town Clerk

Attest:



Renee Schmader
Deputy Town Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Oldsmar

Eric Seidel
Mayor

Al Braithwaite
City Manager

Approved as to form:

Attest:

[Seal]

Thomas J. Trask
Attorney

Ann Nixon
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

CITY OF PINELLAS PARK

Sandra Bradbury
Mayor

Bart Diebold
City Manager

Approved as to
form:

Attest:

[Seal]

City Attorney

Diane Corna
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

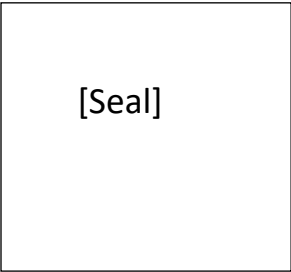
Town of Redington Beach

David Will
Mayor

Adriana Nieves, CMC
Town Clerk

Approved as to form:

Attest:



Robert Eschenfelder
Attorney

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

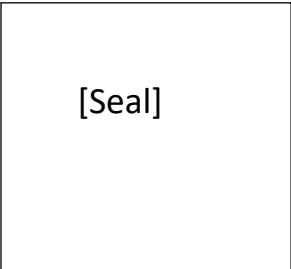
Town of Redington Shores

MaryBeth Henderson
Mayor

Tracy Campbell
Town Clerk

Approved as to form:

Attest:



Robert Eschenfelder
Attorney

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Safety Harbor

Joseph Ayoub
Mayor

Matt Spoor
City Manager

Approved as to form:

Attest:

[Seal]

Nikki Day
Attorney

Rachael Telesca
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

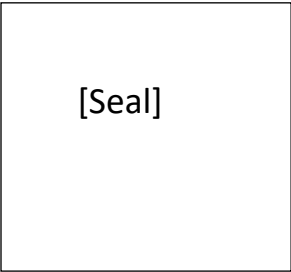
City of South Pasadena

Arthur Penny
Mayor

Approved as to form:

Julia Mandell
Attorney

Attest:



Carley Lewis, MBA, MMC, SHRM-CP
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Seminole

Leslie Waters
Mayor

Ann Toney-Deal
City Manager

Approved as to form:

Attest:

[Seal]

Jay Daigneault
Attorney

Ann Marie Mancuso
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of St. Pete Beach

Alan Johnson
Mayor

Alex Rey
City Manager

Approved as to form:

Attest:

[Seal]

Andrew Dickman
Attorney

Amber LaRowe
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Treasure Island

Tyler Payne
Mayor

Amy Davis
City Manager

Approved as to form:

Attest:

[Seal]

Jennifer Cowan
Attorney

Celine Kidwell
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

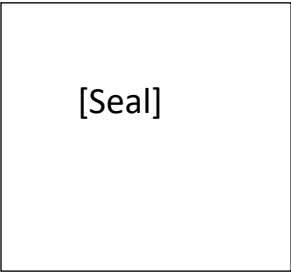
CITY OF TARPON SPRINGS

Costa Vatikiotis
Mayor

Mark LeCouris
City Manager

Approved as to form:

Attest:



Thomas J. Trask
Attorney

Irene Jacobs
City Clerk

St. Pete Beach City Commission Agenda Report

Action Request: Motion to approve the first reading of Ordinance 2023-01.

Strategic Objective: Roadway infrastructure

Date: January 10, 2023

Prepared By: Vince Tenaglia, Assistant City Manager/CFO

Through: Alex Rey, City Manager

Summary of Issue: The intent of Ordinance 2023-01 is to recognize the City's financial position as of September 30, 2022 and re-balance available funds. Throughout the annual budget process, staff estimates working capital balances for the purpose of determining current and future spending availability. To the extent revenue exceeds staff estimates, or expenditures fall short of estimates, funding becomes available to either increase spending or increase fund balance.

As of December 23, 2022, approximately \$1.6 million is anticipated to be available in the General Fund for such purposes, with revenue 4.9% higher than estimates and expenditures 5.9% under staff estimates. Many of the contributing factors were discussed during the September budget hearings, including the strength of the parking program, plan review revenue recognized well ahead of schedule, and the extent of personnel vacancies throughout several operating departments.

Staff anticipates using the additional funds to restore fund balance to the policy minimum and to increase capital project balances for the Boca Ciega Drive and Gulf Winds Drive roadway reconstruction projects. The combined budget for both projects is currently \$4.37 million versus an opinion of probable cost of approximately \$6.8 million. The Finance and Budget Review Committee will review the re-appropriation process in detail at a special meeting on January 20, 2023 and vote on possible uses of the additional funds. Any changes will be brought forward for consideration at second reading.

Other funds reporting significant budgetary gains included the Capital and Stormwater funds. In the Capital Fund, Penny for Pinellas revenue exceeded historic averages by nearly 40%, driven by tourism and higher sales prices.

The Stormwater Fund reported a budgetary gain of approximately \$405,000 primarily due to underutilization of the operating budget. A new program to clean and maintain outfalls, baffle boxes, and check valves was not executed as anticipated but is still expected to ramp up in FY 2023. The gain will be applied to the 45th Avenue drainage improvement project, which is currently assumed to be externally financed, and allow for the FY 2023 capital program to be cash funded.

All other funds reported relatively modest changes.

Funding:

New funding requests anticipated by this ordinance include the following:

General Fund: Transfer \$1,273,871 out to Capital Fund for Boca Ciega Drive/Gulf Winds Drive projects.

Building Fund: Increase contingency expenditures by \$47,112 to allow for potential increases in staffing or contractual inspection service.

Fleet Fund: Increase vehicle replacement budget by \$35,000 to help fund electrification.

Multimodal Fund: Increase Sunset Way project funding by \$75,000, which was reduced during the budget adoption process.

Capital Fund: Increase contingency balance by \$200,233 to allow for greater flexibility. Add offsetting revenue and expenditures of \$50,300 for an FDOT highway landscape grant.

Resiliency Fund: Add offsetting revenue and expenditures of \$64,000 for an FDEP vulnerability assessment.

Reclaimed Water Fund: Increase lateral replacement program budget by \$33,899 based on funding availability.

ARPA Fund: Increase contingency expenditures by \$4,316 based on funding availability.

Attachments:

Ordinance 2023-01
Exhibit A

**Reviewed by the
City Manager:**

Ordinance 2023-01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the fiscal year 2023 budget includes revenue and expenditures as adopted by Ordinance 2022-14 on October 10, 2022.

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2023 budget.

WHEREAS, Article III, Section 3.13(a) of the City Charter provides authority for appropriation amendments.

WHEREAS, the City Commission of the City of St. Pete Beach desires to appropriate revenue and expenditures derived from fiscal year 2022 outstanding encumbrances and available balances.

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 of St. Pete Beach fiscal year 2023 budget shall be amended per Exhibit A, attached and made part of this Ordinance.

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

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

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

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

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

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

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

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

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

Alan Johnson, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2023.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Ordinance 2023-01: Exhibit A

	General	Building	Fleet	Multimodal	Capital	Resiliency	Wastewater	Reclaimed	Stormwater	ARPA	Total
Estimated FY23 beginning fund balance	11,300,000	2,200,000	660,000	70,000	300,000	-	480,000	340,000	670,000	-	16,020,000
Actual FY23 beginning fund balance	14,060,000	2,360,000	770,000	260,000	7,000,000	-	1,426,285	580,000	1,390,000	4,725,000	32,571,285
Reconciliation:											
<u>Fund balance appropriations:</u>											
Development-related plan reviews	(408,025)	-	-	-	-	-	-	-	-	-	(408,025)
Fund balance appropriation total	\$ (408,025)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (408,025)
<u>Revenue re-appropriations:</u>											
Boca Ciega Drive grant	-	-	-	-	1,500,000	-	-	-	-	-	1,500,000
Gulf Blvd. electrical undergrounding ILA	-	-	-	-	6,801,770	-	-	-	-	-	6,801,770
Pump Station 1 grant	-	-	-	-	-	-	2,000,000	-	-	-	2,000,000
Revenue re-appropriations total	\$ -	\$ -	\$ -	\$ -	\$ 8,301,770	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 10,301,770
<u>Adopted re-appropriations:</u>											
17th Ave. seawall	-	-	-	-	(50,000)	-	-	-	-	-	(50,000)
Boca Ciega Drive	-	-	-	-	(2,000,000)	-	-	-	-	-	(2,000,000)
Bonus pay	-	-	-	-	-	-	-	-	-	(19,000)	(19,000)
Complete Streets visioning study	-	-	-	(65,000)	-	-	-	-	-	-	(65,000)
Corey Ave. pier	-	-	-	-	(200,000)	-	-	-	-	-	(200,000)
Corey Causeway transmission line	-	-	-	-	-	-	-	(169,300)	-	-	(169,300)
Facility security improvements	-	-	-	-	(60,000)	-	-	-	-	-	(60,000)
Fire Station 22	-	-	-	-	(80,000)	-	-	-	-	-	(80,000)
Fire Station 23	-	-	-	-	(50,000)	-	-	-	-	-	(50,000)
Force mains	-	-	-	-	-	-	(100,000)	-	-	-	(100,000)
FS 23 restrooms	(25,000)	-	-	-	-	-	-	-	-	-	(25,000)
Generator power	-	-	-	-	(420,000)	-	-	-	-	-	(420,000)
Gulf Blvd. electrical undergrounding	-	-	-	-	(3,800,000)	-	-	-	-	-	(3,800,000)
Gulf Blvd. Vision Zero safety study	-	-	-	(60,000)	-	-	-	-	-	-	(60,000)
Gulf Winds Drive	-	-	-	-	(770,000)	-	-	-	-	-	(770,000)
I&I program	-	-	-	-	-	-	-	-	-	(901,684)	(901,684)
Pass-a-Grille Way seawall	-	-	-	-	(2,090,000)	-	-	-	-	-	(2,090,000)
Public Works campus improvements	-	-	-	-	(470,000)	-	-	-	-	-	(470,000)
Pump Station 1	-	-	-	-	-	-	(1,500,000)	-	-	(2,000,000)	(3,500,000)
Stormwater improvements	-	-	-	-	-	-	-	-	-	(1,800,000)	(1,800,000)
Sunset Way	-	-	-	-	(100,000)	-	-	-	-	-	(100,000)
Vehicles	(25,000)	-	(75,000)	-	-	-	(65,000)	-	(119,000)	-	(284,000)
Adopted re-appropriations total	\$ (50,000)	\$ -	\$ (75,000)	\$ (125,000)	\$ (10,090,000)	\$ -	\$ (1,665,000)	\$ (169,300)	\$ (119,000)	\$ (4,720,684)	\$ (17,013,984)
<u>Open encumbrances:</u>											
Operating expenditures	(361,096)	(112,888)	-	-	-	-	(96,377)	-	(47,043)	-	(617,404)
Asset management	-	-	-	-	(19,007)	-	-	-	-	-	(19,007)
Asset management	-	-	-	-	-	-	(18,060)	-	-	-	(18,060)
Boca Ciega Drive	-	-	-	-	(18,274)	-	-	-	-	-	(18,274)
Bridge repairs	-	-	-	-	-	-	-	-	-	-	-
Bridge repairs	-	-	-	-	(99,193)	-	-	-	-	-	(99,193)
Corey Ave pier	-	-	-	-	(12,574)	-	-	-	-	-	(12,574)

Ordinance 2023-01: Exhibit A

	General	Building	Fleet	Multimodal	Capital	Resiliency	Wastewater	Reclaimed	Stormwater	ARPA	Total
Decorative street signage	-	-	-	-	(34,403)	-	-	-	-	-	(34,403)
Dune and beach improvements	-	-	-	-	(11,517)	-	-	-	-	-	(11,517)
Egan Park	-	-	-	-	(92,428)	-	-	-	-	-	(92,428)
Engineering	-	-	-	-	(114,666)	-	-	-	-	-	(114,666)
Fire Station 22	-	-	-	-	(58,710)	-	-	-	-	-	(58,710)
Fishing piers	-	-	-	-	(136,370)	-	-	-	-	-	(136,370)
Generator power	-	-	-	-	(36,853)	-	-	-	-	-	(36,853)
Gulf Blvd undergrounding	-	-	-	-	(2,780,627)	-	-	-	-	-	(2,780,627)
Gulf Winds Drive	-	-	-	-	(65,138)	-	-	-	-	-	(65,138)
Lateral replacement program	-	-	-	-	-	-	-	(36,801)	-	-	(36,801)
Lift station R&R	-	-	-	-	-	-	(25,493)	-	-	-	(25,493)
Misc. seawall improvements	-	-	-	-	(84,998)	-	-	-	-	-	(84,998)
Pass-a-Grille park	-	-	-	-	(43,803)	-	-	-	-	-	(43,803)
Pass-a-Grille Way seawall	-	-	-	-	(15,529)	-	-	-	-	-	(15,529)
Placemaking improvements	-	-	-	-	(2,960)	-	-	-	-	-	(2,960)
Pump replacements	-	-	-	-	-	-	(92,805)	-	-	-	(92,805)
Pump station 1	-	-	-	-	-	-	(230,159)	-	-	-	(230,159)
Sanitary sewer expansion	-	-	-	-	-	-	(24,088)	-	-	-	(24,088)
Sanitary sewer I&I	-	-	-	-	-	-	(43,968)	-	-	-	(43,968)
Software	-	-	-	-	(249,733)	-	-	-	-	-	(249,733)
Stormwater improvements	-	-	-	-	-	-	-	-	(92,549)	-	(92,549)
Street rehabilitation	-	-	-	-	(11,532)	-	-	-	-	-	(11,532)
Streetscape improvements	-	-	-	-	(277,186)	-	-	-	-	-	(277,186)
Sunset Way	-	-	-	-	(2,272)	-	-	-	-	-	(2,272)
Valve repairs	-	-	-	-	-	-	(399,336)	-	-	-	(399,336)
<u>Retained account balances:</u>											
Code enforcement software	(15,000)	-	-	-	-	-	-	-	-	-	(15,000)
Cold patches and shell	(33,000)	-	-	-	-	-	-	-	-	-	(33,000)
Comp plan updates	(42,008)	-	-	-	-	-	-	-	-	-	(42,008)
Corey Ave. pier	-	-	-	-	(22,000)	-	-	-	-	-	(22,000)
Cyber security threats analysis	(10,000)	-	-	-	-	-	-	-	-	-	(10,000)
Dune and beach improvements	-	-	-	-	(49,058)	-	-	-	-	-	(49,058)
Egan Park	-	-	-	-	(24,620)	-	-	-	-	-	(24,620)
EOC transfer switch	(22,000)	-	-	-	-	-	-	-	-	-	(22,000)
Fire Station 22	-	-	-	-	(8,605)	-	-	-	-	-	(8,605)
Fire Station 23	-	-	-	-	(3,488)	-	-	-	-	-	(3,488)
Fishing piers	-	-	-	-	(100,041)	-	-	-	-	-	(100,041)
Force mains	-	-	-	-	-	-	(153,492)	-	-	-	(153,492)
Generator power	-	-	-	-	(9,595)	-	-	-	-	-	(9,595)
Gulf Blvd improvements	-	-	-	(25,000)	-	-	-	-	-	-	(25,000)
Gulf Blvd. undergrounding	-	-	-	-	(81,013)	-	-	-	-	-	(81,013)
Gulf Winds Drive	-	-	-	-	(47,790)	-	-	-	-	-	(47,790)
I&I program	-	-	-	-	-	-	(12,769)	-	-	-	(12,769)

Ordinance 2023-01: Exhibit A

	General	Building	Fleet	Multimodal	Capital	Resiliency	Wastewater	Reclaimed	Stormwater	ARPA	Total
Misc. seawall improvements	-	-	-	-	(5,748)	-	-	-	-	-	(5,748)
PAG Way streetlights	(76,000)	-	-	-	-	-	-	-	-	-	(76,000)
Pass-a-Grille Way seawall	-	-	-	-	(7,816)	-	-	-	-	-	(7,816)
Placemaking improvements	-	-	-	-	(18,816)	-	-	-	-	-	(18,816)
Property beautification	-	-	-	-	(28,515)	-	-	-	-	-	(28,515)
Public Works campus improvements	-	-	-	-	(5,969)	-	-	-	-	-	(5,969)
Pump station 1	-	-	-	-	-	-	(184,738)	-	-	-	(184,738)
Shell alleys	(72,000)	-	-	-	-	-	-	-	-	-	(72,000)
Sidewalk/ADA improvements	(47,000)	-	-	-	-	-	-	-	-	-	(47,000)
Stormwater improvements	-	-	-	-	-	-	-	-	(56,614)	-	(56,614)
Sunset Way	-	-	-	-	(104,561)	-	-	-	-	-	(104,561)
Tree plantings at medians	(25,000)	-	-	-	-	-	-	-	-	-	(25,000)
Pending re-appropriations total	\$ (703,104)	\$ (112,888)	\$ -	\$ (25,000)	\$ (4,685,408)	\$ -	\$ (1,281,285)	\$ (36,801)	\$ (196,206)	\$ -	\$ (7,040,692)
Adjusted balance	12,898,871	2,247,112	695,000	110,000	526,362	-	480,000	373,899	1,074,794	4,316	18,410,354
Net budgetary gain (loss)	1,598,871	47,112	35,000	40,000	226,362	-	-	33,899	404,794	4,316	2,390,354
Transfers in (out)	(1,273,871)	-	-	-	1,273,871	-	-	-	-	-	-
Available	\$ 325,000	\$ 47,112	\$ 35,000	\$ 40,000	\$ 1,500,233	\$ -	\$ -	\$ 33,899	\$ 404,794	\$ 4,316	\$ 2,390,354
FY23 new requests:											
Revenue:											
Complete Streets visioning study grant	-	-	-	35,000	-	-	-	-	-	-	35,000
FDOT highway landscape grant	-	-	-	-	50,300	-	-	-	-	-	50,300
Vulnerability assessment grant	-	-	-	-	-	64,000	-	-	-	-	64,000
FY23 additional revenue total	\$ -	\$ -	\$ -	\$ 35,000	\$ 50,300	\$ 64,000	\$ -	\$ -	\$ -	\$ -	\$ 149,300
Expenditures:											
Boca Ciega/Gulf Winds Drive	-	-	-	-	(1,300,000)	-	-	-	-	-	(1,300,000)
Contingency	-	(47,112)	-	-	(200,233)	-	-	-	-	(4,316)	(251,661)
FDOT highway landscape expenditures	-	-	-	-	(50,300)	-	-	-	-	-	(50,300)
Lateral replacement program	-	-	-	-	-	-	-	(33,899)	-	-	(33,899)
Sunset Way	-	-	-	(75,000)	-	-	-	-	-	-	(75,000)
Vehicles	-	-	(35,000)	-	-	-	-	-	-	-	(35,000)
Vulnerability assessment expenditures	-	-	-	-	-	(64,000)	-	-	-	-	(64,000)
FY23 additional expenditures total	\$ -	\$ (47,112)	\$ (35,000)	\$ (75,000)	\$ (1,550,533)	\$ (64,000)	\$ -	\$ (33,899)	\$ -	\$ (4,316)	\$ (1,809,860)
Net to (from) fund balance	\$ 325,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404,794	\$ -	\$ 729,794
FY23 revised expenditures (net of transfers)	\$ 22,570,629	\$ 1,991,530	\$ 273,650	\$ 685,000	\$ 22,358,387	\$ 414,000	\$ 10,350,909	\$ 1,894,430	\$ 1,802,782	\$ 4,725,000	\$ 67,066,317
FY23 estimated ending fund balance	\$ 8,891,975	\$ 2,692,270	\$ 873,771	\$ 31,400	\$ 279,454	\$ 566,500	\$ 1,272,056	\$ 1,719,570	\$ 3,872,124	\$ -	\$ 20,199,120
FY23 revised ending fund balance	\$ 9,630,000	\$ 2,700,000	\$ 870,000	\$ 30,000	\$ 280,000	\$ 566,500	\$ 1,270,000	\$ 1,720,000	\$ 4,281,000	\$ -	\$ 21,347,500
Ending fund balance / operating expenditures	42.7%	135.6%	N/A	N/A	N/A	N/A	12.3%	90.8%	237.5%	N/A	N/A