



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, June 27, 2023
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the _____ agenda.

2. Audience Comments -

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

3. Consent -

a. Debris Collection and Monitoring Interlocal Agreement with Pinellas County

b. 2023 TBERF Award Announcement: St. Pete Beach Living Shoreline Design & Permitting

c. July 4th Fireworks Display

4. Action Items -

a. Gulf Winds Drive Streetlights

Authorize the expenditure of \$305,437.20 to Duke Energy Florida.

Action Request: Motion to authorize the expenditure of \$305,437.20 with Duke Energy Florida for Gulf Winds Drive Streetlights.

b. Federal FEMA Grant for Hurricane Ian

Federal FEMA Grant for Hurricane Ian

Action Request: Motion to authorization to enter into the Federal FEMA grant agreement to reimburse the City for damages and costs related to Hurricane Ian.

c. County Beach Access Park Interlocal Agreement

County Beach Access Park Interlocal Agreement

Action Request: Motion to approve the 2023 City of St. Pete Beach Interlocal Agreement with Pinellas County and to approve the contract amendment with Sand Dunes Beach Services, LLC to include beach concession services at County Beach Access Park.

d. Request for Letters of Interest & Qualifications: "Comprehensive Planning Services"

Seeking input and approval from the City Commission regarding a draft Request for Letters of Interest & Qualifications for Comprehensive Planning Services, a followup from the two recent joint workshops held with the Planning Board.

ACTION REQUEST: Motion to approve the Request for Letters of Interest & Qualifications for Comprehensive Planning Services.

5. Resolutions -

a. Resolution 2023-09: Off-Shore Drilling

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, OPPOSING OFFSHORE OIL DRILLING ACTIVITIES AND EXPANSION OF OFFSHORE DRILLING IN THE GULF OF MEXICO, AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution 2023-09.

b. Resolution 2023-08 (Conditional Use Permit 23034): Red White & Booze Restaurant Outdoor Music Area

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 15.4 OF THE LAND DEVELOPMENT CODE, FOR THE ESTABLISHMENT OF AN AREA FOR THE PLAYING OF AMPLIFIED MUSIC AT 2007 PASS-A-GRILLE WAY.

Action Request: Motion to continue Resolution 2023-08 to July 11, 2023 at 6:00 p .m. or as soon thereafter as same can be heard in these Chambers.

c. Resolution 2023-07 (Conditional Use Permit 23035): Fisherman's Park Pier

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 16.4 OF THE LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A MUNICIPAL "CLASS C" PIER AT FISHERMAN'S PARK.

Action request: Motion to approve Resolution 2023-07.

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

AGENDA AMENDED to remove Item 3c. Building and Fire Services, which will be resolicited, and 3d. as the amendment is part of a different agenda item.

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.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Request approval to enter into an Interlocal Agreement with Pinellas County for the Cooperative Procurements of Disaster Debris Collection & Removal Services and Disaster Debris Monitoring & Management Services.

Strategic Objective: Resilience

Date: June 27, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City is currently under contract with Rostan, Inc. for Debris Monitoring Services and D&J Enterprises for Debris Collection Services. In the event the City is impacted by a declared natural disaster, the City activates these contracts to respond to and clean up debris from the event. These contracts, set to expire in August of this year, with three (3) 1-year extensions. The City and Contractor(s) are agreeable to the first extension, which will be brought forward for approval at a later date.

Pinellas County has recently re-solicited its Disaster Debris Collection & Removal Services and Disaster Debris Monitoring & Management Services contracts and has offered these contracts to other local governments within Pinellas County as a Cooperative Purchasing opportunity through an Interlocal Agreement (ILA). The County's ILA includes six (6) Debris Collection firms and four (4) Debris Monitoring firms. In the event that the City is impacted by a Debris generating event and the City's current vendors are unable to perform the duties required by the Debris Collection and Monitoring contracts, the City would activate firms from the ILA to perform these duties. The activated firms would execute the individual Participation Agreements Exhibit "A.1" and Exhibit "A.2" with the City and perform the cleanup and monitoring of Debris as outlined in the contract documents and in accordance with FEMA requirements. The City would then seek FEMA

reimbursement for Debris activities associated with declared events.

Funding:

Attachments:

1. Interlocal Agreement (ILA) w_ Exhibits A.1 and A.2
2. Disaster Debris Collection & Removal Contractors
3. Disaster Debris Monitoring & Management Contractors

**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
THE COOPERATIVE PROCUREMENTS OF DISASTER DEBRIS COLLECTION &
REMOVAL SERVICES AND DISASTER DEBRIS MONITORING & MANAGEMENT
SERVICES
WITHIN GEOGRAPHIC PINELLAS COUNTY**

THIS AGREEMENT, entered into on the date of execution by the local government, and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Parties separately control and maintain various rights-of-way throughout the geographic boundaries of Pinellas County; and

WHEREAS, due to functional classification and/or annexation, the COUNTY has control and maintenance responsibility over certain roads within the MUNICIPALITY's jurisdictional boundaries; and

WHEREAS, the COUNTY intends to procure or has procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposal in compliance with 2 C.F.R. §200.318 through 200.326, and FEMA guidance, and award multiple contracts for debris collection and removal as well as debris monitoring and management to Contractors; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, the MUNICIPALITY may be unable to timely effectuate debris collection, monitoring and management using MUNICIPALITY staff and resources; and

WHEREAS, under the terms of the contracts, Contractors will provide debris removal services within geographic Pinellas County, including MUNICIPALITIES therein should the MUNICIPALITIES enter into this Agreement and subsequent agreements with the Contractors in accordance with a MUNICIPALITY's anticipated needs; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the Contractors without exposing the COUNTY to any costs or expenses for the services rendered by the Contractors for debris monitoring and management services on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater economy and efficiency and in accordance with efforts to promote cost-effective use of shared services, the Parties are entering into this intergovernmental agreement for the procurement of shared services in compliance with 2 C.F.R. §200.318(e) and related FEMA guidance.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1 OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for the disaster debris collection and removal services, for which municipal representatives participated or had the opportunity to participate.

1.2 The scope of the work procured by the COUNTY is/will be as set forth in Section E of COUNTY RFP Proposal Number **22-0617-P(AJM)** to provide comprehensive disaster debris collection and removal services as and when required.

1.3 The tasks encompassed by the competitively procured contract includes or will include Emergency Debris Clearance (First Push); Temporary Debris Storage and Reduction Sites/Management; Debris Removal; Hazardous Tree and Limb Removal; and Hazardous Stump Removal.

1.4 The COUNTY will undertake, or has undertaken a competitive procurement process for the disaster debris monitoring and management services, for which municipal

representatives participated or had the opportunity to participate. The scope of work will be or was as set forth in Section E of COUNTY RFP Proposal Number **22-0601-P(JJ)**.

1.5 The COUNTY will or did notify potential proposers in the competitive processes that the procurements are joint or cooperative procurements.

1.6 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned RFPs, if any, or the execution of this Agreement if contract(s) are executed prior to this Agreement, the COUNTY will notify the MUNICIPALITIES in writing and provide the MUNICIPALITIES with a copy of the COUNTY's contract(s).

1.7 Should the MUNICIPALITY enter into a Participation Agreement in substantially the same form as Exhibit A.1 and/or A.2 with the COUNTY's successful contractor(s), the COUNTY, within five (5) business days of a request by the MUNICIPALITY, will provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA). Notwithstanding the foregoing, if a request is made by a MUNICIPALITY with five (5) days of a declaration of State of Emergency affecting the COUNTY, or at any time during a State of Emergency affecting the COUNTY, the COUNTY has up to sixty (60) days to provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA).

1.8 The COUNTY will be responsible for seeking Public Assistance from FEMA for disaster debris collection, removal, and monitoring as appropriate **only** for costs incurred by the COUNTY.

SECTION 2 OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY hereby endorses the COUNTY's competitive procurement process for disaster debris collection and disaster debris monitoring and management with the encompassing scope and tasks set forth in Section 1 of this Agreement.

2.2 The MUNICIPALITY had the option and ability to review the COUNTY's procurement process utilized in the procurements of the disaster debris collection contract(s) and the disaster debris monitoring and management contract(s) and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.318 through 200.326 and FEMA guidance.

2.3 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process, it will do so utilizing the Participating Agreement(s) substantially similar to those attached hereto as Exhibits A.1 and A.2. Within five (5) business days of entering into such a contract, the MUNICIPALITY must provide written notice of same to the COUNTY.

2.4 The MUNICIPALITY will be responsible for administering all aspects of its agreement(s) entered into pursuant to this Agreement.

2.5 The MUNICIPALITY recognizes and understands that the COUNTY's prioritization of debris collection, particularly as it relates to First Push, takes precedence over the MUNICIPALITY's prioritization.

2.6 The MUNICIPALITY will be responsible for payment of disaster debris collection services and disaster debris monitoring and management services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's contract with the Contractor(s).

2.7 The MUNICIPALITY will be responsible for seeking Public Assistance from FEMA as appropriate.

SECTION 3 ADDITIONAL SERVICES

The Parties agree not to enter into additional services with the contractors awarded the jointly or cooperatively procured disaster debris collection contracts and/or the disaster debris monitoring and management contract(s) by the COUNTY, except as expressly authorized by the COUNTY's disaster debris clearance contract(s) and/or the disaster debris monitoring and management contract(s) or this Agreement.

SECTION 4 OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works
Kelli Hammer-Levy, Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
klevy@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 5 HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster debris collection, removal, and/or monitoring services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement.

SECTION 6 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

SECTION 7 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

7.1 This Agreement may be signed in counterparts and will become effective as to each MUNICIPALITY after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 6 and shall remain in effect until canceled or until the termination of the agreements entered into by the COUNTY pursuant to the competitive procurements referenced herein, whichever is sooner.

7.2 This Agreement may be canceled with cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8 TERMINATION OF DISASTER DEBRIS COLLECTION AGREEMENT

Nothing herein shall prevent any party thereto, including Pinellas County from terminating any disaster debris collection contracts or disaster debris monitoring and management contracts entered into pursuant to COUNTY RFP Proposal Number **22-0617-P (Disaster Debris Collection and Removal RFP)** and/or COUNTY RFP Proposal Number **22-0601-P (Disaster Debris Monitoring and Management RFP)**, or any Party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

**SECTION 9
ENTIRE AGREEMENT**

This document embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties hereto.

**SECTION 10
APPLICABLE LAW**

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton
County Administrator

Legal review:

CITY OF ST. PETE BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

EXHIBIT "A.1"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0617-P(AJM)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0617-P(AJM) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

EXHIBIT "A.2"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0601-P(JJ)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0601-P(JJ) for Disaster Debris Monitoring & Management ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

Disaster Debris
Collection Removal
Contractors 2023-2028

Disaster Debris Collection & Removal Contractor List - 22-0617-P		Contract Purchase Agreement No.	NOTES
1	AshBritt, Inc. Contact Info: Brittany Perkins Castillo, CEO 565 E. Hillsboro Boulevard Deerfield Beach, FL 33441 Phone: (954) 725-6992 Email: response@ashbritt.com	455379	
2	CrowderGulf Joint Venture, Inc. Contact Info: Ashley Ramsay-Naile, President 5435 Business Park Way Theodore, AL 36582 Phone: 1-800-992-6207 Email: jramsay@crowdergulf.com	455385	
3	DRC Emergency Sevices, LLC Contact Info: Kristy Fuentes, Vice President 740 Museum Drive Mobile, AL 36608 Phone: (251) 343-3581 Email: Kfuentes@drcusa.com	455387	
4	Phillips & Jordan, Inc. Contact Info: Morgan Pierce, President 10201 Parkside Drive Suite 300 Knoxville, TN 37922 Phone: (865) 688-8342 Email: mpierce@pandj.com	455388	
5	Southern Disaster Recovery, LLC Contact Info: Al McClaran, CEO 109 White Oak Road Greenville, SC 29609 Phone: (864) 591-7797 Email: al@gosdr.com	455405	
6	TFR Enterprises, Inc. Contact Info: Tiffany Jean, Contract Manager 601 Leander Drive Leander, TX 78641 Phone: (512) 565-0710 Email: tiffany@tfrinc.com	455389	

Disaster Debris
Collection Removal
Contractors 2023-2028

Disaster Debris Monitoring & Management Contractor List - 22-0601-P		Contract Purchase Agreement No.	NOTES
1	Rostan Solutions LLC Contact Info: Travis Mays, Vice President 3433 Lithia Pinecrest Road Suite 287 Valrico, FL 33596 Phone: (813) 333-7042 Email: tmays@rostan.com	453872	
2	Tetra Tech, Inc. Contact Info: Jonathan Burgiel, Business Unit President 5201 W. Kennedy Boulevard Suite 620 Tampa, FL 33609 Phone: (813) 579-5107 Email: tdr.contracts@tetrattech.com	453872	
3	Thompson Consulting Services, LLC Contact Info: Jon Hoyle, President 2601 Maitland Center Parkway Maitland, FL 32751 Phone: (407) 792-0018 Email: info@thompsoncs.net		
4	True North Emergency Management, LLC Contact Info: Derrick P. Tucker, Senior Vice President 2501 Avenue J Suite 120 Arlington, TX 76006 Phone: (817) 548-0696 Cell: (601) 506-3298 Email: derrick.tucker@neel-schaffer.com		

St. Pete Beach City Commission Agenda Report

Action Request: Request for authorization of 2023 TBERF Award Announcement: St. Pete Beach Living Shoreline Design & Permitting.

Strategic Objective: Resiliency

Date: June 27, 2023

Prepared By: Alex Rey, City Manager

Through: Alex Rey, City Manager

Summary of Issue: The Tampa Bay Estuary Program and Restore America's Estuaries informed Ecosphere Restoration Institute that their proposal to the 2023 Tampa Bay Environmental Restoration Fund entitled St. Pete Beach Living Shoreline Design & Permitting has been awarded for \$39,000.00. This Ecosphere Restoration Institute grant project will be managed by the Tampa Bay Estuary Program. As part of the process, a local match funding commitment is required.

The City of St. Pete Beach, Ecosphere Restoration Institute (ERI), and Don Cesar Property Owners Corporation will produce signed and sealed engineering design plans to enhance and protect up to 5,000 linear feet of existing seawalls into living shorelines in the Don Cesar Subdivision in St. Pete Beach, Florida. These future proposed improvements will occur on City-owned property as well as private property. Ecosphere Restoration Institute plans on giving a presentation on living shorelines to increase understanding of the services provided by these habitats and to inform the residents that design plans are being made available for free. A basic guidance document that illustrates the steps necessary to implement these shoreline improvements on private waterfront areas will be produced. This funding phase will encompass securing survey data, performing geotechnical investigations and producing signed and sealed engineering design plans. In addition, the regulatory permits (USACE, SWFWMD, & Pinellas County) will be applied to ultimately implement these living shoreline

improvements on three adjacent parcels, co-owned by the city.

Funding: 250-8000-590

Attachments:

**Reviewed by the
City Manager:** _____



May 19, 2023

Sent via email to tries@ecosphererestoration.org

Dear Thomas,

Congratulations! The Tampa Bay Estuary Program and Restore America's Estuaries are pleased to inform you that your proposal to the 2023 Tampa Bay Environmental Restoration Fund entitled **St. Pete Beach Living Shoreline Design & Permitting** has been awarded for **\$39,000.00**. Your project will be managed by the Tampa Bay Estuary Program.

To start the contracting process, review the attached contract and scope of work drafts and return any feedback or edits to me (via Tracked Changes) on or before June 9. We would prefer to execute a contract as soon as possible so that a notice to proceed can be issued by August.

We look forward to working with you and your team on this exciting project.

Thank you.

Jessica Lewis
Program Support Specialist
Tampa Bay Estuary Program
jlewis@tbep.org

Elsa Schwartz
Senior Director of Restoration and Administration
Restore America's Estuaries
eschwartz@estuaries.org





May 26, 2023

St. Pete Beach City Hall
155 Corey Avenue
St. Pete Beach, FL 33706

Local Match Commitment Request

Dear Alex Rey:

The Tampa Bay Estuary Program and Restore America's Estuaries informed Ecosphere Restoration Institute that their proposal to the 2023 Tampa Bay Environmental Restoration Fund entitled **St. Pete Beach Living Shoreline Design & Permitting** has been awarded for \$39,000.00. This Ecosphere Restoration Institute grant project will be managed by the Tampa Bay Estuary Program. As part of the process, a local match funding commitment is required. This letter serves as a request for the City of St Pete Beach's commitment to meet the local match fund requirements for this grant.

Project Summary: The City of St. Pete Beach, Ecosphere Restoration Institute (ERI), and Don Cesar Property Owners Corporation will produce signed and sealed engineering design plans to enhance and protect up to 5,000 linear feet of existing seawalls into living shorelines in the Don Cesar Subdivision in St. Pete Beach, Florida. These future proposed improvements will occur on City-owned property as well as private property. Ecosphere Restoration Institute plans on giving a presentation on living shorelines to increase understanding of the services provided by these habitats and to inform the residents that design plans are being made available for free. A basic guidance document that illustrates the steps necessary to implement these shoreline improvements on private waterfront areas will be produced. This funding phase will encompass securing survey data, performing geotechnical investigations and producing signed and sealed engineering design plans. In addition, the regulatory permits (USACE,

SWFWMD, & Pinellas County) will be applied to ultimately implement these living shoreline improvements on three adjacent parcels, co-owned by the city.

Required Match

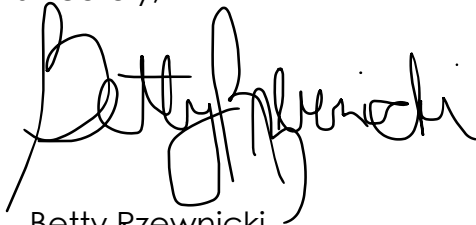
Match Source	Match Total	Match Type
City of St Pete Beach	\$39,000	General Revenue Fund
Ecosphere Restoration Institute	\$6,000	in-kind, monitoring

Total Project Cost:	\$ 84,000
Requested Grant Share (46%):	\$ 39,000
Local Match Commitment (54%):	\$ 45,000 ERI and St Pete Beach

Appropriate documentation is required to record the cost match being provided and will be shared with the city.

Please contact Betty Rzewnicki at president@dcpoc.org with questions.

Sincerely,



Betty Rzewnicki
President

DCPOC
P.O. Box 67015
St Petersburg, FL 33736

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

Action Request: 2023 4th of July Fireworks Display

Strategic Objective: Community and Neighborhoods

Date: June 27, 2023

Prepared By: John K. Taylor, Procurement Manager

Through: Alex Rey, City Manager

Summary of Issue: Approval was originally granted to piggy-back on the agreement between Pyro Productions and the City of St. Petersburg, FL. Due to the unavailability of the vendor and a scrivener's error related to the name of the Vendor, that Agreement needs to be rescinded. The City has found another Vendor to provide fireworks display and approval is needed for the City of St. Pete Beach to piggy-back onto the agreement between Pyrotecnico Fireworks, Inc. and the City of Clearwater, FL.

Funding: 001-6106-572-5550

Attachments: SPB Piggyback Agreement with Pyrotecnico, and Exhibits.

**Reviewed by the
City Manager** _____

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

2023 4th of July Fireworks Display

The City of St. Pete Beach, (hereinafter "City") enters this Agreement to "piggy-back" (the "Agreement") with Pyrotecnico Fireworks, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "Parties."

WHEREAS, Vendor is currently under contract with City of Clearwater, FL for Services (the "Pyrotecnico Fireworks Agreement").

WHEREAS, the City desires to purchase from Vendor the 4th of July Fireworks Display.

WHEREAS, pursuant to Florida Statute 287.057 and Section 2-291 of the City's Code of Ordinances adopted by the City Commission, the City is authorized to "piggy-back" onto the City of Clearwater, FL Pyrotecnico Fireworks, Inc. Contract for the same or similar services.

WHEREAS, the Vendor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the City of Clearwater, FL Pyrotecnico Fireworks, Inc. Contract.

WHEREAS, in the City of Clearwater, Florida, Request for Proposals #21-23, Section S.39, includes a provision allowing for the cooperative use of the contract by other government entities.

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the terms of City of Clearwater, FL Contract with Pyrotecnico Fireworks, Inc. and as follows:

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Exhibits. The following Exhibits shall be attached, incorporated and made a part of this Agreement:
- a. Vendor's original contract (Exhibit "A")
 - b. Florida Public Records Law (Exhibit "B")
 - c. Vendor's pricing proposal to City of St. Pete Beach (Exhibit "C")
4. Notices. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:

Pyrotecnico Fireworks, Inc.
PO Box 149
New Castle, PA 16103

As to City:

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

With Copy To:

mkillingsworth@pyrotecnico.com

With Copy To:

cityattorney@stpetebeach.org

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

[SIGNATURE PAGE TO FOLLOW]

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

Pyrotecnico Fireworks, Inc.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Lynn Ann Hamed

By: Alex Rey

Its: Corporate Secretary

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”
(Vendor’s Original Contract)

Exhibit A

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on June 7, 2023 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and City of Clearwater, FL (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on REFER TO ATTACHMENT "A" (the "Display Date"), weather permitting.

~~Customer agrees to pay Pyrotecnico the sum of REFER TO ATTACHMENT "A" in an annual not to exceed \$100,000.00 for the initial term with the option of four (4), one (1) year renewals, (the "Contract Price"). Pyrotecnico will invoice CUSTOMER A deposit of REFER TO ATTACHMENT "A" is due REFER TO ATTACHMENT "A" and the final balance shall be due Net 10 from REFER TO ATTACHMENT "A". A service fee of 1 1/2% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.~~

Customer agrees to pay Pyrotecnico up to an annual not to exceed amount of \$100,000.00 for the initial term with the option of four (4), one (1) year renewal as described in ATTACHMENT "A". A service fee of 1 1/2% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional REFER TO ATTACHMENT "A" for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional REFER TO ATTACHMENT "A" for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to REFER TO ATTACHMENT "A".

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for the fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 500 FEET at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

~~Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policies. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.~~

Pyrotecnico will maintain all insurance requirements as listed in RFP 21-23 to include general liability, property damage, pollution, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policies. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

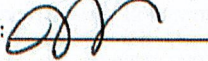
The Parties agree to the additional terms and conditions as set forth in the attached City of Clearwater, Florida – Purchase Order Terms and Conditions, which are incorporated by reference and attached hereto.

PYROTECNICO:

By (sign): 
Name: Lynn Ann Hamed
Title: Corporate Secretary
Date: June 7, 2023
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

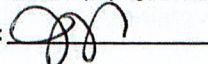
CUSTOMER:

By (sign): 
Name: Jennifer Poirier
Title: City Manager
Date: _____
Address: _____
Phone: _____
Email: _____

Sponsor Initials: ATTACHMENT A

DISPLAY DATE	CONTRACT PRICE	BALANCE DUE DATE	POSTPONEMENT FEE - NOT LEFT FACILITY	POSTPONEMENT FEE - LEFT FACILITY	CANCELLATION FEE
July 4, 2023	\$80,000.00	Net 30	\$12,000.00	\$32,000.00	\$40,000.00
July 4, 2024	\$50,000.00	Net 30	\$7,500.00	\$20,000.00	\$25,000.00
July 4, 2025	\$50,000.00	Net 30			
July 4, 2026	\$50,000.00	Net 30			
July 4, 2027	\$50,000.00	Net 30			

Additional shows may be added throughout the contract term as mutually agreed upon.

Sponsor Initials: 

INSTRUCTIONS

any, will be returned to Contractor upon the expiration or termination of the contract.

- i.7 **SUBMIT PROPOSALS TO:** It is recommended that proposals are submitted electronically through our bids website at <https://www.myclearwater.com/Business-Development/Doing-Business-with-the-City/Purchasing-Solicitations>

Proposers may mail or hand-deliver proposals to the address below. E-mail or fax submissions will not be accepted. Use label at the end of this solicitation package

City of Clearwater
Attn: Procurement Division
100 S Myrtle Ave, 3rd Fl, Clearwater FL 33756-5520
or
PO Box 4748, Clearwater FL 33758-4748

Proposals will be received at this address. Proposers may mail or hand-deliver proposals; e-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

- i.8 **LATE PROPOSALS.** The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The proposer agrees to accept the time stamp in the City's Procurement Office as the official time.

- i.9 **LOBBYING; LOBBYING NO-CONTACT PERIOD; QUESTIONS REGARDING SOLICITATION.** From the time a competitive solicitation is posted until such time as the contract is awarded by the city or the solicitation is cancelled, all bidders, offerors, respondents, including their employees, representatives, and other individuals acting on their behalf, shall be prohibited from lobbying city officers, city employees, and evaluation committee members.

Violation of this section may result in rejection/disqualification from award of the contract arising out of the competitive solicitation.

All questions regarding the competitive solicitation must be directed to the procurement manager or designee, who will respond in writing and post such response to ensure that all respondents receive the same information during the No-Contact Period.

The penalty for violating the No-Contact Period may include suspension or debarment

- i.10 **COMMENCEMENT OF WORK.** If proposer begins any billable work prior to the City's final approval and execution of the contract, proposer does so at its own risk.

- i.11 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than (seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.

INSTRUCTIONS

- i.12 **FORM AND CONTENT OF PROPOSALS.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of each proposal are required. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the proposal be submitted. The proposal must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the proposal.
- i.13 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the proposer. The City reserves the right to reject proposals that the City deems unacceptable.
- i.14 **MODIFICATION / WITHDRAWAL OF PROPOSAL.** Written requests to modify or withdraw the proposal received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.15 **DEBARMENT DISCLOSURE.** If the vendor submitting a proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.16 **RESERVATIONS.** The City reserves the right to reject any or all proposals or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.
- i.17 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

INSTRUCTIONS

i.18 **COPYING OF PROPOSALS.** Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.

i.19 **CONTRACTOR ETHICS.** It is the intention of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve this purpose, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

i.20 **GIFTS.** The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.

i.21 **RIGHT TO PROTEST.** Pursuant to Section 2.562(3), Clearwater Code of Ordinances, a bidder who submitted a response to a competitive solicitation and was not selected may appeal the decision through the bid protest procedures, a copy of which shall be available in the Procurement Division. A protesting bidder must include a fee of one percent of the amount of the bid or proposed contract to offset the City's additional expenses related to the protest. This fee shall not exceed \$5,000.00 nor be less than \$50.00. Full refund will be provided should the protest be upheld. No partial refunds will be made.

ADDRESS PROTESTS TO:

City of Clearwater - Procurement Division

100 So Myrtle Ave, 3rd Fl

Clearwater FL 33756-5520

or

PO Box 4748

Clearwater FL 33758-4748

INSTRUCTIONS – EVALUATION

- i.22 **EVALUATION PROCESS.** Proposals will be reviewed by a screening committee comprised of City employees. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.
- i.23 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three (3) categories of information: responsiveness, responsibility, the technical proposal/price. All proposals must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Technical Proposal.** The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
 - d) If less than three (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

For this RFP, the criteria that will be evaluated and their relative weights are:

Evaluation Criteria (<i>Proposal format, pages 22-23</i>)	Points
Approach to Firework Displays and Company History (<i>Tab 2</i>)	30
Proposed Displays for \$5K/\$50K/\$100K (<i>Tab 3</i>)	30
Company's Safety and Clean-up Policy/Procedures (<i>Tab 4</i>)	15
References: Minimum of three (3) Current Customers (<i>Tab 5</i>)	25

- i.24 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest ranked proposals based on evaluation against the evaluation criteria. Short-listed proposers may be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the ranking of shortlisted firms.
- i.25 **PRESENTATIONS/INTERVIEWS** Presentations and/or interviews may be requested at the City's discretion. The location for these presentations and/or interviews will be determined by the City and may be held virtually.
- i.26 **BEST & FINAL OFFERS.** The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not

INSTRUCTIONS – EVALUATION

- expect that the City will ask for best & finals and should submit their best offer based on the terms and conditions set forth in this solicitation.
- i.27 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.
- i.28 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.
- i.29 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to Purchasing's website. **It is the proposer's responsibility to check the City of Clearwater's website at <https://www.myclearwater.com/Business-Development/Doing-Business-with-the-City/Purchasing-Solicitations> to view relevant RFP information and notices.**
- i.30 **RFP TIMELINE.** Dates are tentative and subject to change.
Release RFP: January 25, 2023
Advertise Tampa Bay Times: January 25, 2023
Responses due: February 28, 2023
Review proposals: February 28, 2023 – March 8, 2023
Presentations (if requested): Week of March 20, 2023
Award recommendation: March 24, 2023
Council authorization: April 20, 2023
Contract begins: June 2023

STANDARD TERMS AND CONDITIONS

- S.1 **DEFINITIONS.** Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, Clearwater, agency, requestor, parties", "bid, proposal, response, quote".
- S.2 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.3 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.10 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

STANDARD TERMS AND CONDITIONS

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
 - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

S.11 SALES/USE TAX, OTHER TAXES.

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

STANDARD TERMS AND CONDITIONS

- S.12 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- S.13 **OPENNESS OF PROCUREMENT PROCESS.** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this RFP are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this RFP and provides notice of its intent to reissue the RFP, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued RFP or until the City withdraws the reissued RFP. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this RFP and provides notice of its intent to reissue the RFP, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued RFP or until the City withdraws the reissued RFP. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

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, Rosemarie Call, phone: 727-562-4092 or Rosemarie.Call@myclearwater.com, 600 Cleveland Street, Suite 600, Clearwater, FL 33755.

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the 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.

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- d) 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.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

- S.14 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.15 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current

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background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

- S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

S.17 **DEFAULT.**

- a. A party will be in default if that party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - (iii) Conducts business in an unethical manner or in an illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Section 27 of the City's Purchasing and Procedures Manual.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

STANDARD TERMS AND CONDITIONS

- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.20 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **CONFLICT OF INTEREST F.S. Section 112.** Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.25 **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.26 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or

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services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

- S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.28 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.29 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.30 **USE OF NAME.** Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.
- S.31 **PROHIBITED ACTS.** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.
- S.32 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.33 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.34 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.35 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.36 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without

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limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

- S.37 **CONTRACT ADMINISTRATION.** The contract will be administered by the Procurement Division and/or an authorized representative from the using department. All questions regarding the contract will be referred to the Procurement Division for resolution. Supplements may be written to the contract for the addition or deletion of services.
- S.38 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.39 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- S.40 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.
- S.41 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.42 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.43 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.44 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.45 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may

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be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

- S.46 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

DETAILED SPECIFICATIONS

1. **INTRODUCTION.** The City of Clearwater (City) is a coastal community on the West Coast of Florida and the third largest city in the Tampa Bay region with an estimated 119,208 residents. Clearwater Beach is an international tourist destination that brings millions of tourists to Pinellas County annually and was selected as the "Number One Beach in America" in the 2018 and 2019 TripAdvisor Travelers' Choice Awards and regularly ranks as a top vacation destination in both domestic and international publications. An ideal year-round destination for travelers of all ages and interests, Clearwater boasts miles of pristine "sugar sand" beaches, provides a wide variety of casual and fine dining options, and is home to Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball. Clearwater Marine Aquarium remains a consistent draw for visitors and is nationally recognized for its groundbreaking work in marine rescue, rehabilitation, and release.

The City of Clearwater is committed to ensuring that we have a sustainable city through green measures focusing on our economy, environment, and community.

2. **PROJECT GOAL.** The general purpose of this Request for Proposals (RFP) is for the City of Clearwater (City) to obtain proposals for the firework displays occurring as part of the annual signature events, for the July 4th holiday, and other community events. The City is requesting specific information in regards to unique offerings that may be available as part of a fireworks display. In 2023 Coachman Park is being reopened after receiving an \$85 million renovation making it one of the signature waterfront parks in the entire country. To celebrate the grand opening of the new park, a week's worth of events will be planned and scheduled that will culminate in a large July 4th Fireworks display.
3. **BACKGROUND.** The City regularly hosts and produces a variety of signature events throughout the year and is beginning a partnership with Ruth Eckerd Hall in 2023 to operate the new waterfront four thousand (4k) covered seat amphitheater which will host concerts and events year round. The City hosts one of the largest July 4th fireworks displays in all of Tampa Bay as part of the Clearwater Celebrates America event at Coachman Park, which features an orchestra performance followed by a choreographed fireworks display.
4. **SCOPE OF WORK.** Vendor(s) shall submit proposals to provide fireworks displays within the following budgeted amounts:
 - \$5,000 for smaller community events.
 - \$50,000 for signature fireworks events including but not limited to the standard annual Clearwater Celebrates America event (not part of the 2023 July 4th grand opening celebration).
 - \$100,000 for Clearwater Celebrates America (July 4, 2023), which will be the signature event for the grand opening celebration of Coachman Park.

Proposals are to include an itemized program for each display ("display worksheet") type, including a description of all fireworks to be included, any other visuals, and/or an explanation that assists in describing the show.

Services performed shall be in compliance with all applicable laws and regulations, including, without limitation, using a licensed pyrotechnic operator for the handling or display of fireworks, combing the grounds for any live materials around the site immediately following the fireworks display, providing sufficient personnel at fireworks discharge site in order to ensure a safe public display, and obtaining all necessary licenses and permits.

In addition to the licensed pyrotechnic operator for each show, a Project Manager for the Clearwater Celebrates America show is mandatory. This person must be familiar with all aspects of the display, including the display timing, sequence of firing, etc.

The City is particularly interested in featuring some unique display elements, including but not limited to; nautical shells, pattern shells (flags, happy faces, numbers), lasers, and/or music

DETAILED SPECIFICATIONS

features. Proposals must include a list of supplies and equipment necessary to support the display, i.e., barge, trailer mounted shows, or options to launch fireworks in alternative spaces.

The Vendor shall be trained to identify safe, compliant firing sites for any of the shows the City is considering.

Display and Discharge Criteria: Each fireworks display shall be conducted in accordance with the most current edition of the National Fire Protection Association (NFPA) Standard 1123 Code for Fireworks Display and related requirements for firing a display. All unfired fireworks shall be covered or protected during firing. Any shell not properly fired shall be disposed of in accordance with applicable regulations.

All firework materials shall be clearly marked, identifying the type of shell and shall be delivered to the site on the day of firing. A representative of the City and/or Clearwater Fire & Rescue shall conduct inspection and inventory of the firework shells at least six (6) hours prior to the display being readied for firing. The firing time for each display is anticipated to begin at "dusk" dependent upon darkness and weather conditions, unless otherwise previously approved by Vendor and City. Arrangements will be made for access to the firing site prior to event date, as requested by the Vendor.

The Vendor shall provide necessary safety equipment and all tools and materials, including but not limited to; mortar racks, lumber and stakes, etc., which may be required for the firing of the display. Fire extinguishers of appropriate classification and approved as operational shall be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site.

Condition of Site: The Vendor shall be responsible for removing all firing materials, large debris, packing materials, etc., and for filling all holes utilized for firing of the displays. All holes left unattended because of postponement of the display shall be marked with safety ribbon or cones. The City will be responsible for picking up small debris (i.e. confetti). Removal of all materials shall be completed within three (3) hours after firing of the display. The Vendor shall walk the fallout zone of the fireworks site the following morning at "break of day" and shall be responsible for the removal of any unexploded shells and to assist in the clean-up of debris.

Ground Protection: The Vendor shall provide protection to minimize damage to the area caused by the firing of shells.

Storage: The Vendor shall assume all responsibility and liability in connection with the storage of fireworks and/or firing materials.

Permits and Licensing: The Vendor shall obtain all required permits and licenses necessary to conduct firework displays in the City. Vendor shall be responsible for any associated fees.

City Responsibilities: The City will provide crowd control services and designated stalls for pyrotechnicians. The City will also provide the Vendor with containers and sand and will close the designated firing area for the event.

5. **MINIMUM QUALIFICATIONS.** Proposers must obtain the appropriate licenses required and have a minimum of five (5) years' experience in the production of firework displays. Copies of applicable licenses must be included in proposal.
6. **DELIVERY.** Delivery/set-up/firing shall be made at the location(s) specified by the City for each display.
7. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

DETAILED SPECIFICATIONS

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$5,000,000 (Five million dollars) per occurrence and \$10,000,000 (Ten million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- d. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$1,000,000 (one million dollars) each employee each accident, \$1,000,000 (one million dollars) each employee by disease, and \$1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attn: Procurement Division, RFP #21-23
P.O. Box 4748
Clearwater, FL 33758-4748

DETAILED SPECIFICATIONS

- b. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- d. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

MILESTONES

1. **ANTICIPATED BEGINNING AND END DATE OF INITIAL TERM.** June 2023 through June 2024.
If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.
2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided herein. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.
Four (4), one (1) year renewals are possible at the City's option.
4. **PRICES.** All pricing shall be firm for the initial term except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.
 - a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
 - b. During the sixty (60) day period prior to the renewal anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
 - c. At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for each renewal term.
 - d. No fuel surcharges will be accepted.

RESPONSE ELEMENTS

1. **PROPOSAL SUBMISSION.** It is recommended that responses are submitted electronically through our bids website at <https://www.myclearwater.com/business/rfp>.

For responses mailed and/or hand-delivered, firm must submit one (1) signed original (identified as ORIGINAL) response, three (3) copies of the response and one (1) copy in an electronic format, on a disc or thumb drive, in a sealed container using the label provided at the end of this solicitation.

NOTE: If submitting proposals electronically, copies are not required.

2. **PROPOSAL FORMAT (the following should be included and referenced with index tabs)**
NOTE: Every proposal received by the City will be considered a public record pursuant to Chapter 119, Florida Statutes. Any response marked confidential may be deemed non-responsive to this RFP.

Table of Contents: Identify contents by tab and page number

TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

1. The proposer's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this project.

TAB 2 – Approach to Fireworks Displays and Company History (30 points): The following information shall be included:

1. A statement of qualifications, abilities, experience and expertise in providing the requested services.
 - a. A description of what qualifies your company, financial and otherwise, to provide the City with these services for the required contract term, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
 - b. An assessment of the proposer's abilities to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
2. Identification of senior and technical staff to be assigned to the City. Staff named in the proposal may not be substituted without permission of the City.
 - a. Resumes, including relevant experience may be included.

TAB 3 – Proposals for Displays \$5k, \$50K, and \$1000K (30 points): Provide an itemized "display worksheet" (minimum of three (3) display worksheets for each level) listing the types of fireworks included in the display, supplies and equipment necessary to support the display, (i.e., barge, trailer mounted shows, etc.), and any other visuals along with an explanation that assists in describing the show.

TAB 4 – Company's Safety and Clean-up Policy and Procedures (15 points): The following information shall be included:

1. Company's safety policy and procedures
2. Company's clean-up policy and procedures

TAB 5 – References (25 points): A minimum of three (3) current references for whom you have provided similar services is required. Include the name of company, , contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.

RESPONSE ELEMENTS

TAB 6 - Other Forms. The following forms should be completed and signed and notarized if applicable:

1. Exceptions/Additional Materials/Addenda form
2. Vendor Information form
3. Vendor Certification of Proposal form
4. Scrutinized Companies form(s) as required
5. E-Verify Eligibility form
6. Copies of all related federal and state level license(s)
7. W-9 Form. Include a current W-9 form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

EXCEPTIONS / ADDITIONAL MATERIAL / ADDENDA

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Terms and Conditions may render a Proposal non-responsive.**

- _____ No exceptions
_____ Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

- _____ No additional materials have been included with this proposal
_____ Additional Materials attached (describe--attach additional pages if needed)

Acknowledgement of addenda issued for this solicitation:

Prior to submitting a response to this solicitation, it is the vendor's responsibility to confirm if any addenda have been issued.

Addenda Number	Initial to acknowledge receipt

Vendor Name _____

Date: _____

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

DUNS # _____

Remit to Address (if different than above):

Order from Address (if different from above):

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this proposal:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

_____ Certified Small Business

Certifying Agency: _____

_____ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: _____

Provide supporting documentation for your certification, if applicable.

VENDOR CERTIFICATION OF PROPOSAL

By signing and submitting this Proposal, the Vendor certifies that:

- a) It is under no legal prohibition to contract with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCRUTINIZED COMPANIES FORMS

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

***IF YOUR BID/PROPOSAL IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND
SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY
DEEM YOUR SUBMITTAL NONRESPONSIVE.***

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this _____ day of _____, 20____, by _____
(name of person whose signature is being notarized) as the _____ (title) of _____
(name of corporation/entity), personally known _____, or
produced _____ (type of identification) as identification, and who did/did not take
an oath.

Notary Public

Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

SCRUTINIZED COMPANIES FORMS

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL.
FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL
NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

E-VERIFY ELIGIBILITY FORM

VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

SEALED PROPOSAL

Submitted by:

Company Name:

Address:

City, State, Zip:

RFP #21-23, Fireworks Displays

Due Date: **February 28, 2023, at 10:00 A.M.**

City of Clearwater
Attn: **Procurement Division**
PO Box 4748
Clearwater FL 33758-4748

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

SEALED PROPOSAL

Submitted by:

Company Name:

Address:

City, State, Zip:

RFP #21-23, Fireworks Displays

Due Date: **February 28, 2023, at 10:00 A.M.**

City of Clearwater
Attn: **Procurement Division**
100 S Myrtle Ave 3rd Fl
Clearwater FL 33756-5520

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----



CITY OF CLEARWATER

FINANCE DEPARTMENT, POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748

MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE

TELEPHONE (727) 562-4530 FAX (727) 562-4535

March 8, 2023

NOTICE OF INTENT TO AWARD

The Evaluation Committee and the Procurement Division recommend award of RFP No. 21-23, Fireworks Displays, to Pyrotecnico Fireworks, Inc, for a period of one (1) year with four (4), one (1) year renewal terms at City's option.

Contract negotiations will begin with Pyrotecnico Fireworks, Inc in the near future and may be subject to City Council's authorization.

Inquiries regarding this Intent to Award can be directed to the City's Procurement Analyst at Kelly.rogers@myclearwater.com, or mailed to City of Clearwater, Attn: Procurement Division, PO Box 4748, Clearwater, FL 33758-4748.

Posted on this date by:

Kelly Rogers

Kelly Rogers

Procurement Analyst

Mark Bunker, Councilmember
Kathleen Beckman, Councilmember

Frank Hibbard, Mayor



David Allbritton, Councilmember
Lina Teixeira, Councilmember

"Equal Employment and Affirmative Action Employer"



REQUEST FOR PROPOSALS

#21-23

Fireworks Displays

January 25, 2023

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Clearwater (City) until **10:00 AM, Local Time, February 28, 2023**, to provide **Fireworks Displays**.

Brief Description: The City of Clearwater regularly hosts and produces a variety of community events throughout the year. The City of Clearwater is soliciting proposals for fireworks displays to occur as part of our annual signature events including July 4th Clearwater Celebrates America and other community events.

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the Procurement Division until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at:
<https://www.myclearwater.com/Business-Development/Doing-Business-with-the-City/Purchasing-Solicitations>

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process, or Technical Questions concerning this solicitation should be directed, **IN WRITING**, to the Procurement contact below:

Kelly Rogers
Procurement Analyst
Kelly.Rogers@myclearwater.com

This Request for Proposals is issued by:

Lori Vogel, CPPB
Procurement Manager
Lori.vogel@myclearwater.com

Procurement Division
100 S Myrtle Ave
Clearwater FL 33756-5520
PO Box 4748, 33758-4748
727-562-4633 Tel

INSTRUCTIONS

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the contact listed on Page 1. Questions should be submitted in writing via letter, fax or email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their proposal.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.

i.3 **VENDOR CONFERENCE / SITE VISIT:** ☐ Yes ☒ No
Mandatory Attendance: ☐ Yes ☒ No

If so designated above, attendance is mandatory as a condition of submitting a proposal. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: February 28, 2023

Time: 10:00 AM (Local Time)

The City will open all proposals properly and timely submitted and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, proposals are available for inspection by contacting the Procurement Division.

i.5 **PROPOSAL FIRM TIME:** **60 Days from Opening**

Proposal shall remain firm and unaltered after opening for the number of days shown above. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.

i.6 **PROPOSAL SECURITY:** ☐ Yes ☒ No

If so designated above, a proposal security in the amount specified must be submitted with the proposal. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Clearwater (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such proposal security shall be forfeited to the City of Clearwater should the proposer selected fail to execute a contract when requested.

PERFORMANCE SECURITY: ☐ Yes ☒ No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, cashier's check or money order payable to the City of Clearwater (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if

Exhibit "B"
(Florida Public Records Law)
Following Page

EXHIBIT “B”

(Florida Public Records Law)

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

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

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

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

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

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

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

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

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

EXHIBIT “C”
(Vendor’s Proposal to the City)

Exhibit C

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on May 17, 2023 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and City of St. Pete Beach, FL (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on July 2, 2023. (the "Display Date"), weather permitting.

Customer agrees to pay Pyrotecnico the sum of \$31,675.00. (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$15,837.50 is due June 5, 2023 and the final balance shall be due Net 10 from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional \$4,751.25 for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional \$12,670.00 for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to \$15,837.50.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 500 FEET at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign) : _____
Name: _____
Title: _____
Date: _____
Address: _____
Phone: _____
Email : _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): City of St. Pete Beach _____

Primary Point of Contact Name: Jennifer McMahon _____

Phone: 727-363-9274 _____ Fax: _____

Email:jmcmahon 155 Corey Avenue, St. Pete Beach, FL 33731 _____

Billing Address: Same _____

City, State & Zip: _____

Accounts Payable Contact: Chris Tarkenton _____

Accounts Payable Email: Ap@stpetebeach.org _____

Date(s) of Show: _____ Display Start Time(s): _____

Rain/Postponed Date(s): _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____

Day-of-Show Email: _____

Display Site Location(s) and
Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured – If Applicable:

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Request authorization of expenditures in the amount of \$305,437.20 with Duke Energy Florida for Gulf Winds Drive Streetlights.

Strategic Objective:

Date: June 27, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Duke Energy is currently in design for the undergrounding of overhead distribution wiring along Gulf Winds Drive from Gulf Boulevard to 71st Avenue. Duke's scope of work for this undergrounding effort does not, however, include upgrades to the streetlights along the corridor, and instead proposes to repower the existing mismatched pole mounted lighting.

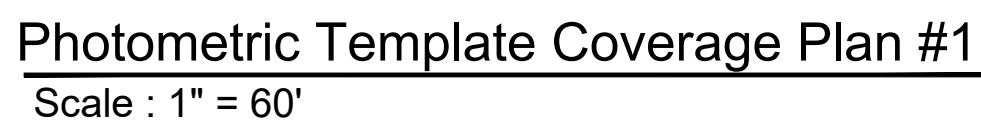
As a result, the City requested a photometric analysis and streetlight design from Duke Energy for the corridor. Duke's resulting design proposes the installation of 151 12-foot tall amber Sanibel streetlights along Gulf Winds Drive. If approved, the City will incorporate the conduit design into the Gulf Winds Drive reconstruction plans and include the underground streetlight conduit installation into the scope of work for the project. Following conduit installation by the City, Duke Energy will then install the wires, poles, fixtures, and lights.

The City's costs to perform this streetlight upgrade would include a one-time payment to Duke Energy Florida for construction costs of \$305,437.20, a design amendment with Kimley-Horn and Associates to add the conduit to the Gulf Winds Drive Reconstruction plans in the amount of \$18,234.20, installation costs to be determined during bid solicitation, and a monthly streetlight lease increase from \$445.04 to \$5,319.37 per month.

Funding:

Attachments:

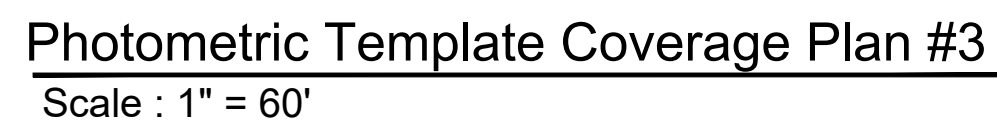
1. Gulf Winds Drive Photometric Design
2. Gulf Winds Drive Lighting Proposal



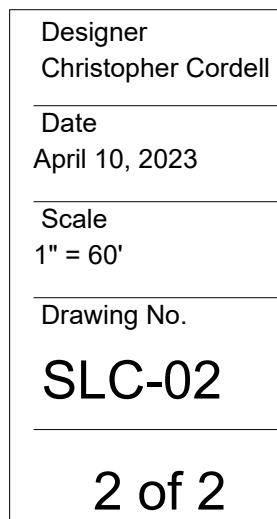
General Notes:

1. Site lighting is engineered, installed, and connected per NESC for Utility work and is owned and maintained by Duke Energy under a FPSC regulated leased lighting program.
2. Lighting is fed directly from Utility secondary distribution system via closest transformer and is not connected to any metered building or service point. All conductors are in conduit at 36" BFG minimum per NESC for Utility work.
3. Poles are Colonial 16" OAL and 22' OAL direct buried concrete tenon top with a respective fixture mounting height of 12' AFG and 17' (black in color).
4. New poles shall be set 4' from BOC unless noted otherwise.
5. Owner shall be responsible for coordinating any landscape conflicts with landscape architect. Owner shall be responsible for any necessary future trimming or pruning of proposed landscaped plantings.

[illegible]



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DE Contact: ENRIQUE VICENT PEREZ

WR 48259849

Address: 2166 Palmetto St. Clearwater, FL 33765

Phone: 727-355-0129

May 12, 2023

Project Details
Customer: CITY OF ST. PETE BEACH Account: 910085791447 Site: GULF WIND DR Contact: NICOLE KURANT Phone: nkurant@stpetebeach.org

SCOPE OF WORK:

INSTALL NEW DECORATIVE LIGHT POLES AT GULF WIND DR FROM GULF BLVD TO COREY AVE. REMOVE EXISTING LIGHT POLES AND OH SPANS.

REMOVALS		Per Unit				Sub-Total
Quantity	Product Description Fixtures and Poles	Rental	Maint.	F & E	Unit Total	
6	30/35' WOOD P420	\$4.32	\$0.00	\$0.00	\$4.32	\$25.92
7	30/35' CONCRETE P405	\$8.11	\$0.00	\$0.00	\$8.11	\$56.77
1	22' SANIBEL SNGL P472	\$14.25	\$0.00	\$0.00	\$14.25	\$14.25
1	70W LED Sanibel Black L25N	\$17.55	\$1.39	\$2.53	\$21.47	\$21.47
4	110W LED Roadway, OH 3K Gray Type III L38R3H	\$5.85	\$1.39	\$3.84	\$11.08	\$44.32
2	70W LED Roadway OH L24RH	\$4.35	\$1.39	\$2.43	\$8.17	\$16.34
13	150W HPS ROADWAY S65RH	\$4.57	\$1.85	\$6.57	\$12.99	\$168.87
4	250W HPS ROADWAY S104RH	\$5.68	\$1.85	\$10.51	\$18.04	\$72.16
2	150W LED Roadway 3K OH L51Z	\$5.92	\$1.39	\$5.16	\$12.47	\$24.94
Rental, Maintenance, F&E Totals:		\$208.76	\$42.57	\$157.99		
					Existing Estimated Monthly Rental	\$445.04

INSTALLS		Per Unit				Sub-Total
Quantity	Product Description Fixtures and Poles	Rental	Maint.	F & E	Unit Total	
151	60W LED Sanibel Type III Amber (1K) QSM Blk L21NAM	\$20.47	\$1.39	\$2.12	\$23.98	\$3,620.98
119	16' COLONIAL SINGLE P492	\$10.56	\$0.00	\$0.00	\$10.56	\$1,256.64
30	22' COLONIAL SINGLE BLK P471	\$14.25	\$0.00	\$0.00	\$14.25	\$427.50
1	22' COLONIAL DUAL BLK P474	\$14.25	\$0.00	\$0.00	\$14.25	\$14.25
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$4,347.61	\$209.89	\$320.12		
<i>Monthly rates are subject to tariff rate changes</i>						
		Estimated Monthly Rental				\$5,319.37
<i>Estimates valid for 30 days and subject to change.</i>		Choose	☒	❖ CIAC ONE TIME PAYMENT		\$305,437.20
		One	☐	* MLDF MONTHLY PAYMENT		\$4,856.45

Estimated Monthly Rental excludes any applicable taxes, franchise fees or customer charges.

❖ **CIAC** - The one time invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

OR

* **MLDF** - This Monthly Lighting Distribution Fee will be billed to you separately each month is 1.59% of the Underground or Overhead Service feed and pole installation.

Choose ONE Option by Checking a Box Above

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit payment with this form and do not fax. Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

The CIAC or MLDF charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities & charges meet the requirements within that jurisdiction. Should the agency not accept these facilities & charges into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Thank you for your lighting request. We look forward to working with you on this project.

St. Pete Beach City Commission Agenda Report

Action Request: Request authorization to enter into the Federal FEMA grant agreement to reimburse the City for damages and costs related to Hurricane Ian.

Strategic Objective: Internal Operations: Fiscal Strengths

Date: June 27, 2023

Prepared By: Alex Rey, City Manager

Through: Alex Rey, City Manager

Summary of Issue: On September 28, 2022, the City of St. Pete Beach was affected by Hurricane Ian with winds exceeding 70 MPH.

As a result of the Hurricane, various City facilities and assets suffered damage for which we are seeking reimbursement from FEMA, these include: Damage to Utilities \$7,500, Marina docks \$10,000 and buildings \$7,000.

We also spent approximately \$200,000 in removing vegetative debris city-wide and performed emergency protective measures of approximately \$300,000, which included full activation of EOC, assistance with mandatory evacuation and sandbags provided to residents.

Funding: N/A

Attachments: 1) Federal FEMA Grant agreement for Hurricane Ian

**Reviewed by the
City Manager:** _____

Page 77 of 172

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____
Address: _____

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: St. Pete Beach, City Of

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

155 Corey Avenue

Street Address

St. Pete Beach, FL, 33706

City, State, Zip

Date

St. Pete Beach, City Of

Subrecipient's Name

Z3119

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Subrecipient: St. Pete Beach, City Of	
Box 1: Authorized Agent (Full Access)	Box 2: Primary Contact (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 3: Alternate Contact (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.	
_____ Subrecipient Authorized Representative Signature	
_____ Date	

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: St. Pete Beach, City Of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000423

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 103-U5XAY-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to approve the 2023 City of St. Pete Beach Interlocal Agreement with Pinellas County and to approve the contract amendment with Sand Dunes Beach Services, LLC to include beach concession services at Coutny Beach Access Park.

Strategic Objective: Internal Operations

Date: June 27, 2023

Prepared By: Michelle Gonzalez, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: In March of this year, Pinellas County Parks and Recreation Department approached the City to discuss the City assuming responsibility for janitorial duties in the public restrooms located at the County Beach Access Park, as it is logistically difficult for them to serve the facility.

In return, the City would be granted the right to manage the cabana rental concession services agreement and retain the generated revenues of approximately \$20,000 per year.

This proposed change would not alter the remaining terms of the existing 2010 Interlocal Agreement.

The cabana service concessionaire for the County is the same that the City uses, however, their contract is expiring and to maintain the service and revenue stream, the City's current agreement with Sand Dunes Beach Services, LLC needs to be amended to include the cabana rental concessions at Pinellas County Beach Access Park.

City staff recommends the approval of both the Interlocal Agreement and the agreement amendment with Sand Dunes Beach Services, LLC to proceed with this collaborative effort and that the revenue generated from the concession will be sufficient to cover the janitorial cost.

Funding: N/A

Attachments:

1. County Park Interlocal Agreement
2. Beach Cabana Services-Amendment

INTERLOCAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20___, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, ("**COUNTY**"), with offices located at 315 Court Street, Clearwater, Florida 33756, and the **CITY OF ST. PETE BEACH**, ("**CITY**"), a municipal corporation, with offices located at 155 Corey Avenue, St. Pete Beach, Florida, 33706. COUNTY and CITY are jointly referred to as the "Parties" and individually as "Party."

WHEREAS, the CITY installed and has maintained parking device(s) for the purpose of collecting parking fees in the parking lot of a park facility operated by COUNTY, for use by the public under a previous Agreement dated April 6, 2010, which will terminate in its entirety upon commencement of this Interlocal Agreement; and

WHEREAS, the CITY agrees to collect parking meter fees, provide parking enforcement, maintain parking devices, and maintain all landscaping on and around Premises; and

WHEREAS, the CITY further agrees to assume responsibility for janitorial duties of the public restrooms on the premises; and

WHEREAS, the COUNTY currently oversees a beach chair, umbrellas and cabana rental concession services contract which operates on the Premises and expires on June 20, 2023 ("County Concession Contract"); and

WHEREAS, the COUNTY collects a percentage of the monthly gross sales generated by the County Concession Contract; and

WHEREAS, the CITY agrees to oversee a new Concession Contract after the County Concession Contract expires; and

WHEREAS, the CITY will retain any and all revenue generated from the new Concession Contract as compensation for assuming the janitorial responsibilities of the public restrooms; and

WHEREAS, it is the considered opinion of both Parties that the CITY'S collection of fees, parking enforcement, maintenance, and janitorial responsibilities of the public restrooms will be of mutual benefit.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt of which is hereby acknowledged, and the covenants to be performed by the Parties pursuant to this Agreement, it is hereby agreed between the Parties hereto, as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Premises

COUNTY grants to CITY use of the property listed as parcel number 06/32/16/00000/330/1100, located in the City of St. Pete Beach on Gulf Boulevard, hereinafter referred to as "Premises" and detailed in Exhibit "A" attached hereto and fully incorporated herein.

Article 3. Conditions of Use of Parking Lot

CITY agrees to maintain, at its expense, the parking device(s) installed in the parking areas on Premises. CITY further agrees to make all collections from the parking device(s) and to divide the proceeds of the parking fee collections so made in the following manner:

(a) Gross receipts less applicable State Sales Tax from said parking fees shall be shared on the basis of Fifty percent (50%) to CITY and Fifty percent (50%) to COUNTY. CITY is responsible for payment and reporting of all applicable State Sales Tax. CITY agrees to make collections from parking device(s) on COUNTY Premises

separately and agrees not to co-mingle funds so collected with parking device(s) receipts from other properties until after a division of collections from COUNTY Premises has been made as aforementioned.

(b) CITY agrees to remit to COUNTY its share of said gross receipts on a quarterly basis in the month following the end of the quarter. Payments should be received by January 31, April 30, July 31, and October 31, respectively. Late payments, if any, will include interest in accordance with 218.70 F.S. A quarterly report shall be submitted by CITY and included with the quarterly remittance indicating gross receipt totals, less applicable sales tax total, and final split amounts.

(c) CITY agrees to clean the public restrooms at least once daily, with all cleaning supplies and paper products to be provided by the CITY.

(d) CITY agrees to oversee all waste collection services and recycling on premises, including costs.

(e) COUNTY maintains Premises during the hours 7:00 a.m. to sunset. If the CITY uses or intentionally allows the use of Premises after sunset or prior to 7:00 a.m., CITY shall bear sole liability for use to the extent permitted by Section 768.28, Florida Statutes.

Article 4. New Concession Contract

The COUNTY currently has a County Concession Contract which is set to expire on June 20, 2023. The COUNTY acknowledges and grants the CITY the authority to oversee the concession services and enter into a new Concession Contract to effectuate the same. The COUNTY will not be a party to the new Concession Contract. Once the new Concession Contract is executed and approved by the CITY, the CITY will retain any and all revenue generated from the new Concession Contract. In return, the CITY agrees to assume the janitorial responsibilities of the public restrooms located on the Premises.

Article 5. Term

It is mutually agreed between the Parties hereto that this Agreement shall commence on the ____ day of _____, 20____ and shall remain in full force and effect for one (1) year. This Agreement shall continue in full force and effect for consecutive renewal terms of one (1) year until terminated by either Party by giving written notice to the other Party of such termination to be received at least ninety (90) days in advance.

Article 6. Termination

Upon receipt and confirmation of ninety (90) day written notice, this Agreement shall be terminated, and each Party shall be freed and discharged from further liability and responsibility hereunder from and after such termination date.

Upon any termination, CITY shall within thirty (30) days of the effective date thereof, render to COUNTY a final accounting and payment of any funds, as specified in Article 3, due to COUNTY. It is further mutually agreed, however, that all parking devices and appurtenances previously installed by CITY on Premises will become property of the COUNTY to continue the use of the Premises as a beach access parking lot. In the event COUNTY does not continue the use of the Premises as a beach access parking lot, CITY shall retain ownership of parking devices and remove such at no cost to the COUNTY. Such removal shall take place no later than thirty (30) days after date of cancellation of this Agreement. In the removal thereof, the CITY shall exercise such reasonable care as not to unnecessarily damage COUNTY property.

Article 7. Equipment

CITY agrees to maintain, at its expense, the necessary parking device(s), including electrical connections and other necessary appurtenances used in the collection of vehicular parking fees in the parking areas of Premises, at a location approved by COUNTY.

Article 8. Maintenance

COUNTY agrees to maintain, at its expense and at all times during the continuance of this Agreement, the surfaces and curbing, including numbering and painting, on and around Premises. In addition, COUNTY will be responsible for installation and maintenance of any and all utilities located on Premises other than those noted in Article 7, Equipment.

Article 9. Landscaping

CITY agrees to maintain all landscaping on and around premises.

Article 10. Inspection/Audit

CITY agrees to maintain complete and accurate records of all business related to this Agreement. All records shall be maintained in accordance with COUNTY policy, and inspection of records shall be pursuant to Chapter 119, F.S. In addition, COUNTY reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2. CITY agrees to retain all business records required by this paragraph for at least three (3) years beyond the term of the Agreement or any extensions thereof.

Article 11. Rate Determination

CITY and COUNTY mutually agree to enforce all its rules, rates, and regulations in connection with the operation of said parking device(s). It is also agreed that parking rates shall be the same for all visitors to the Premises, with the possible exception of parking for the disabled.

Article 12. Indemnification

Each party is responsible for its own negligence and that of its employees and agents, subject to any limitations on liability established by law, including the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall not be deemed a waiver of any immunity or limitation of liability either party may have under the provisions of Section 768.28, Florida Statutes, as it is amended from time to time.

Article 13. Expansion/Contraction

The Parties mutually agree that the Premises may be enlarged or contracted from time-to-time by COUNTY, and COUNTY may request additional parking device(s) to be installed or removed by CITY, and the CITY Manager is hereby empowered to install or remove such parking device(s).

Article 14. Upgrades

If Parties determine replacement of current parking device(s) to upgraded parking device(s) is appropriate for future efficiency in parking fee collection, CITY shall provide COUNTY with proposals including style of parking device(s) and cost of full replacement. CITY shall fund the cost of initial replacement and shall retain all proceeds from the parking fees until the cost of the parking device(s) and the cost of installation including signage has been fully recovered. This amount shall not exceed costs shown in initial proposal. CITY shall submit to the COUNTY a quarterly finance report in the month following the end of the quarter, a breakdown of revenues received and status of such cost reductions. COUNTY reserves the right to approve such selection and style of replacement parking device(s) as to present a uniform appearance and use to the public, including duration of time limits.

Article 15. Reservation of devices

COUNTY and CITY have a right to reserve parking spaces for special events or volunteer workers with proper prior notification to the other Party. CITY may, with written permission from the County Administrator or his or her designee, suspend the splitting of parking revenues as shown in Article 3(a) for other events on a written request per event basis. COUNTY approval of such suspension shall not be unduly withheld.

Article 16. Licenses and Taxes

COUNTY shall, during the continuance of this Agreement, pay all licenses and taxes of any type applicable to said parking facilities on its property, except for State Sales Tax as outlined in Article 3(a).

Article 17. Notices

All notices to the COUNTY and CITY shall be sent Certified mail return receipt requested, to the following address unless otherwise informed:

If to COUNTY: Pinellas County Government
 Parks and Conservation Resources
 Attn: Senior Grants & Contracts Specialist
 12520 Ulmerton Road
 Largo, FL 33774
 Phone: (727) 582-2866
 Email: emmagyar@pinellas.gov

With a copy to: Pinellas County Government
 Attn: Real Property Management
 509 East Avenue South
 Clearwater, FL 33756
 Phone: (727) 464-3496
 Email: realpropdiv@pinellas.gov

If to CITY: City of St. Pete Beach
 Attn: City Clerk
 155 Corey Avenue
 St. Pete Beach, FL 33706
 cityclerk@stpetebeach.org

Article 18. Other Agreements

This Agreement replaces all previous parking Agreements between CITY and COUNTY.

Article 19. Binding Agreement

The terms and provisions of this Agreement shall be binding upon the Parties hereto, their successors and assigns.

Article 20. Public Records

The COUNTY and CITY shall abide by the legal requirements set forth in Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused this License to be duly executed effective as of the date set forth above.

CITY OF ST. PETE BEACH, FLORIDA:

By: _____

Title: Alex Rey, City Manager

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

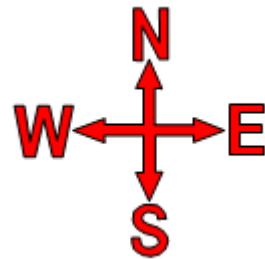
PINELLAS COUNTY, FLORIDA

BY: _____

Barry Burton
County Administrator

Date: _____

Exhibit "A"
St. Pete Beach – Interlocal Agreement
06/32/16/00000/330/1100



SAND DUNES BEACH SERVICES, LLC
5220 Brittany Drive South, Unit 901
St. Petersburg, Florida 33715

June 22, 2023

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706

Attention: John Taylor

Re: Beach Service Agreement dated September 11, 2018 by and
between the City of St. Pete Beach and Sand Dunes Beach Services, LLC
(the "Agreement")

Dear John:

Reference is hereby made to the above referenced Agreement.

Enclosed please find two (2) counterpart Amendment to Beach
Services Cabana Agreement executed by Sand Dunes Beach Services

Very truly yours,


Edward J. McNamara,
Managing Member

AMENDMENT TO BEACH CABANA SERVICES AGREEMENT

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the Beach Cabana Services ("Agreement") executed as of the 8/21/2018 by and between CITY OF ST. PETE BEACH ("City") and Sand Dunes Beach Services, LLC ("Vendor"), for the purposes set forth herein. The City and Vendor together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend Section 3 of the Agreement related to the location of the services to include:

Pinellas County Beach Access Park located at 4700 Gulf Blvd, St. Pete Beach, FL 33706. The Vendor agrees to pay the City \$4279.10 per month for this additional location.

2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
3. **Entire Agreement.** This Amendment and Agreement embody the entire Agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. This Amendment cannot be varied, modified, amended or altered except by written agreement of the parties.
4. **Execution.** This Amendment 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 Amendment shall be the date this Amendment has been executed by all Parties.
5. **Conflicts.** To the extent that any terms in the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control and supersede such conflicting terms to the extent of such conflict.

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

Sand Dunes Beach Services, LLC:

Signature: 

By: Edward J. McNamara

Its: Managing Member

Date: _____

CITY OF ST. PETE BEACH:

Signature: _____

By: Alex Rey

Its: City Manager

Date: _____

AMENDMENT TO BEACH CABANA SERVICES AGREEMENT

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the Beach Cabana Services ("Agreement") executed as of the 8/21/2018 by and between CITY OF ST. PETE BEACH ("City") and Sand Dunes Beach Services, LLC ("Vendor"), for the purposes set forth herein. The City and Vendor together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

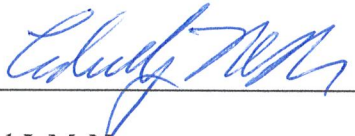
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5. **Conflicts.** To the extent that any terms in the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control and supersede such conflicting terms to the extent of such conflict.

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

Sand Dunes Beach Services, LLC:

Signature: 

By: Edward J. McNamara

Its: Managing Member

Date: _____

CITY OF ST. PETE BEACH:

Signature: _____

By: Alex Rey

Its: City Manager

Date: _____

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to approve the Request for Letters of Interest & Qualifications for Comprehensive Planning Services.

Strategic Objective: Internal Operations

Date: June 27, 2023

Prepared By: Alex Rey, City Manager

Through: Alex Rey, City Manager

Summary of Issue: Seeking input from the City Commission regarding a draft request for interest and qualification for comprehensive planning services, a followup from the two recent joint workshops held with the Planning Board.

Funding:

Attachments:

1. RFLI Comprehensive Planning - Draft for City Commission

Request for Letters of Interest & Qualifications

“Comprehensive Planning Services”

The City of St. Pete Beach, incorporated in 1957, is a 2.5 square mile coastal community on a barrier island located in Pinellas County on the southwest coast of Florida. The City’s permanent population is just under 9,000 which is a reduction from the almost 10,000 residents in 2015. The City is a mixture of residential and tourist areas with most hotels built along Gulf Blvd. which runs north-south throughout the island.

The City is looking for qualified professional planners, urban designers, economists, and land use attorneys to help the City Commission and residents to evaluate the existing Comprehensive Plan (CP) and its supporting data and analysis, and its proposed future land use development plans. The City’s CP was adopted in 2015 after a decade long legal battle amongst residents with different perspectives on the future growth of the City.

Last year, the City engaged a consulting firm to evaluate and modify the CP to ensure compliance with State laws and the Pinellas County Countywide Plan as part of the compliance process with the EAR based amendments. That process is moving forward, and we expect to have ordinances adopted by the City Commission during the summer of 2023. However, these efforts specifically excluded the density and intensity of development in the CP.

The selected consultant or consultant team will help determine if portions of the CP should be amended to better reflect the vision of the community, and upon approval by the City Commission, after resident input, help guide the City in the implementation of such amendments.

The City’s CP is online at https://library.municode.com/fl/st._pete_beach. The last significant amendment was in 2015, and the City is currently preparing its routine EAR-based amendments scheduled for adoption the summer of 2023 to comply with the Florida Community Planning Act.

Like other coastal communities located in a fast-growing metropolitan region, the City is facing many challenges and opportunities, including but not limited to mobility and pedestrian safety, resiliency, beach access and management, historic preservation, community character and quality of life, placemaking, coastal conservation and environmental protection, large-scale redevelopment in the resort district, critical infrastructure, and concurrency management.

The City’s comprehensive plan is expected to guide all future development and growth. The selected consultant or consultant team will be expected to prepare an assessment of the current condition of the City’s comprehensive plan, with an understanding of the City’s challenges and opportunities, and then assist the City to address any deficiencies.

Submittal Expectations

The total submittal package should be limited to no more than fifteen (15) pages and include the following:

- 1) Letter of intent;
- 2) Qualification and experience of staff in accomplishing similar engagements in similar communities;
- 3) Qualification and experience of firm in accomplishing similar engagements in similar communities;
- 4) Detailed list of similar engagements;
- 5) Proposed team to be assigned to this engagement;
- 6) Proposed approach to this engagement;
- 7) Other documents that may be helpful in evaluating your firm's fit for this engagement.

Submittal Process and Deadline

The submittal package shall be submitted electronically in PDF format to John Taylor, St. Pete Beach Procurement Manager, at jtaylor@stpetebeach.org no later than the [closing date].

After Submittal

Following the closing date, the City will evaluate and present firms who have prepared completed submittal packages to the Planning Board and City Commission, who will select the best firm. The City Manager will negotiate an agreement with the selected firm for City Commission approval.

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

Issue Considered: Resolution 2023-09 - opposing offshore oil drilling and exploration activities.

Date: June 27, 2023

Prepared By: Andrew Dickman, City Attorney

Through: Alex Rey, City Manager

Summary of Issue: The United States government has expressed an interest in opening the Gulf of Mexico to offshore oil and gas development and exploration. The exploratory and commercial drilling, extraction and transportation of offshore oil and gas resources pose a significant risk of an oil spill and leakage. This is a request to declare the City Commission's opposition to offshore drilling and exploration activities.

Requested Motion: "I move to approve the Resolution 2023-09 (read title)"

Attachments: Resolution 2023-09

**Reviewed by the
City Manager** _____

RESOLUTION 2023-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, OPPOSING OFFSHORE OIL DRILLING ACTIVITIES AND EXPANSION OF OFFSHORE DRILLING IN THE GULF OF MEXICO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach opposed offshore oil drilling and exploration activities.

WHEREAS, the United States government has expressed interest in expanding offshore oil and gas development and exploration in the Gulf of Mexico.

WHEREAS, the Bureau of Ocean Energy Management (BOEM) is in the process of finalizing its 5-year plan for offshore drilling, which will shape the future of energy development along our coasts.

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of oil spills and chronic leakage.

WHEREAS, eventual offshore drilling may require significant onshore infrastructure, such as pipelines or refineries, which would harm the character of the coast.

WHEREAS, offshore drilling activities pose threats to treasured vacation destinations on Florida's Coasts, which are of intrinsic economic value for numerous industries, provide essential nursery habitats for recreational and commercially important fisheries, and act as natural buffers from storm surge and hurricanes.

WHEREAS, the City of St. Pete Beach recognizes that the tourism and fishing industries, which depend on a healthy and vibrant coastal environment, both serve as major economic drivers benefiting the current and future residents, property owners, and visitors to Florida.

WHEREAS, the City of St. Pete Beach endeavors to be a good steward of the state and region's environment and its resources.

WHEREAS, exploration and development of oil and gas resources off the coast of Florida will not effectively address the long-term energy needs of our country.

WHEREAS, expanded offshore oil and gas drilling and exploration in the Gulf of Mexico will put Florida's environment, beaches, marine resources and local economies at risk.

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 recommends that it would be more economically and ecologically responsible to pursue non-polluting sources of renewable energy such as solar and wind, that pose less risk to the coastal environment and economic health. Therefore, the City Commission expresses its opposition to these activities and urges the federal government not to pursue such practices off Florida's coast and issue no new leases in the final 5-year plan.

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

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2023.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to continue Resolution 2023-08 to July 11, 2023 at 6:00 p.m. or as soon thereafter as same can be heard in these Chambers.

Strategic Objective: N/A

Date: June 27, 2023

Prepared By: Brandon Berry, Planner II

Through: Jennifer McMahon, Chief Operating Officer

Summary of Issue: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 15.4 OF THE LAND DEVELOPMENT CODE, FOR THE ESTABLISHMENT OF AN AREA FOR THE PLAYING OF AMPLIFIED MUSIC AT 2007 PASS-A-GRILLE WAY.

Funding: N/A

Attachments:

1. Resolution 2023-08 - Red White & Booze Restaurant
2. CUP 23034 Staff Report
3. CUP 23034 Application
4. Amended Response - Hours of Operation
5. CUP 23034 Site Plan
6. 2007 Pass-a-Grille Way Survey
7. Noise Surveys - 5/27/23 & 6/4/23
8. Sheriff noise complaints - May 10 through June 12, 2023
9. CUP 23034 - Unified TRC Comments
10. Resident Letter #1
11. Resident Letter #2
12. Resident Letter #3

RESOLUTION 2023-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 15.4 OF THE LAND DEVELOPMENT CODE, FOR THE ESTABLISHMENT OF AN AREA FOR THE PLAYING OF AMPLIFIED MUSIC AT 2007 PASS-A-GRILLE WAY; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

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

WHEREAS, Section 15.4 of the City of St. Pete Beach's Land Development Code provides for outdoor amplified music in dining and drinking areas as a conditional use in the CG-1 Commercial District zoning district.

WHEREAS, on May 5, 2023, Charles and Helen Collom made complete an application (CUP #23034) to establish an outdoor area for amplified music on a dining deck at 2007 Pass-a-Grille Way, known presently as Red White & Booze restaurant, which has a zoning of CG-1.

WHEREAS, on May 17, 2023, staff held a Technical Review Committee meeting to discuss the request and clarify applicant responses.

WHEREAS, the City Commission has the authority to approve none, some, or all of the requested conditional use and companion variances.

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

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

SECTION 2. The City Commission hereby approves the requested conditional use permit application number #23034 submitted by Charles (owner) and Helen Collom, incorporated herein by reference, and with the list of conditions enumerated in Exhibit "A" incorporated herein.

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

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

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2023.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

EXHIBIT “A”

Conditions

1. The owner shall install and maintain a permanent set of outdoor amplification equipment, including but not limited to speaker(s) and amplifier(s), for use by all artists playing within the permitted area. All music shall come from said onsite equipment and no outside amplification equipment may be brought in. Directional speakers shall be oriented toward the subject property and away from residential areas to the north and east. No bass is permitted. The owner shall provide a list of existing or newly-installed equipment and specification sheets, including a site plan, for staff review prior to installation and operation of the area.
2. Permitted hours for the playing of amplified music are as follows:

Wednesday – Friday:	5–10 PM
Saturday:	12–4 PM & 5–10 PM
Sunday:	11 AM–3 PM & 4–10 PM

Amplified music shall not be played from any equipment installed along, or piped to, any outdoor area of the property outside of the hours listed above.

3. Amplified music shall not exceed the following decibels at any hour in which amplified music is permitted:

The property line of any receiving residential property: 55 dBA

Ten feet from any speaker installed along the waterfront of 2007 Pass-a-Grille Way: 75 dBA

The standards above are in addition to those specified in the Code of Ordinances. The owner shall demonstrate that sound limiters have been installed on equipment to maintain the levels specified above prior to operation of the music area.

4. Bands shall be limited to the tented area as shown on the site plan. Instruments shall be limited to non-percussive instruments unless otherwise approved by the city manager. Under no circumstances shall the playing of acoustic drum sets or percussive instruments that repetitively produce similar impulsive sounds be permitted without amendment of this conditional use permit by the City Commission.
5. The tent placed over the outdoor music area shall be no larger than 10 x 10 feet in size. Upon issuance of a tropical storm or hurricane warning, the tent covering the musician area shall be removed and safely stored indoors. The tent shall be inspected by the building and fire officials, if necessary, to determine compliance with the building and fire codes.
6. Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.
7. The City Commission may review the Conditional Use Permit periodically to determine whether the order is in compliance with the terms and conditions herein.



**PLANNING DIVISION
CONDITIONAL USE APPLICATION
STAFF REPORT TO THE
CITY OF ST. PETE BEACH CITY COMMISSION**

CASE NO.: 23034 **HEARING DATE:** June 27, 2023

OWNER/APPLICANTS: Charles & Helen Collom

PREPARED BY: Brandon Berry, Planner

This application is a request for a Conditional Use Permit:

REQUEST:	Request to establish an area to play amplified music on an existing outdoor dining and drinking deck at 2007 Pass-a-Grille Way (LDC Sec. 15.4.(n)).
LOCATION:	2007 Pass-a-Grille Way; Parcel ID # 18-32-16-68634-000-0020.
ACREAGE:	Approximately 0.3 acres (13,300 sq. ft.)
EXISTING LAND USE	CG-1 Commercial District on the Zoning Map and CG Commercial General on the Future Land Use Map
SURROUNDING FUTURE LAND DESIGNATIONS:	North – 21 st Ave & RLM – Residential Low Medium South – CG Commercial General East – Water & RU Residential Urban West – Pass-a-Grille Way & ROR Residential/Office/Retail
SURROUNDING ZONING MAP DESIGNATIONS:	North – 21 st Ave & RLM-2/PAG – Residential District in the Pass-a-Grille Overlay District South – CG-1 Commercial District East – Water & RU-1 Residential District West – Pass-a-Grille Way & ROR/PAG – Residential/Office/Retail in the Pass-a-Grille Overlay District
SURROUNDING EXISTING USES:	North – Single-family residence South – Restaurant East – Single-family residential West – Convenience store & strip center (coffee shop & former restaurant)

BACKGROUND

The owner submitted the subject request on May 5, 2023 to allow live music on an existing outdoor seating deck, located at the seawall at the southern end of the dock area. The construction of the deck was permitted in May 2022, following the property owner's purchase of the property and existing restaurant building in April 2022. The owner has applied to make other improvements to the property since purchase, including new signage, installation of a new walk-in cooler and generator in the parking area south of the restaurant, and installation of roof condenser units. The owner also has a pending variance case (#23018) to install an eight-foot fence along the southern property line which extends into a waterfront yard, which is scheduled to be heard on June 28, 2023.

CODE ENFORCEMENT DATA

As of June 8, 2023 this property has been the recipient of two documented local code enforcement complaints related to noise and music since the current owner's purchase, one filed in November

2022 and a second filed in April 2023. The original complaint is closed and the second related to the playing of music in an outdoor restaurant seating area, which approval of this permit would resolve. The property has also been the recipient of fourteen complaints to the Pinellas County Sheriff's Office as of June 12th for noise, as follows:

May 10th: One call (8:54 PM)

May 19th: Five calls from two numbers (7:24, 7:31, 7:55, 8:13, 9:36 PM)

May 20th: One call (7:31 PM)

May 25th: One call (9:18 PM)

May 27th: Two calls (7:38, 8:57 PM)

June 2nd: One call (8:13 PM)

June 4th: Two calls (2:11, 2:40 PM)

June 10th: One call (6:43 PM)

It should be noted that all complaints were received during dates the owner's restaurant advertised live music at the property through social media. However, the final complaint received on May 19th, and the complaint received on May 25th, were outside of the hours the restaurant advertised for live music. None of the dates resulted in the issuance of a citation, but sheriffs' reports were filed on May 19th (SO23-160945) and June 10th (SO23-187710). In the former instance, the owner chose to turn down the music.

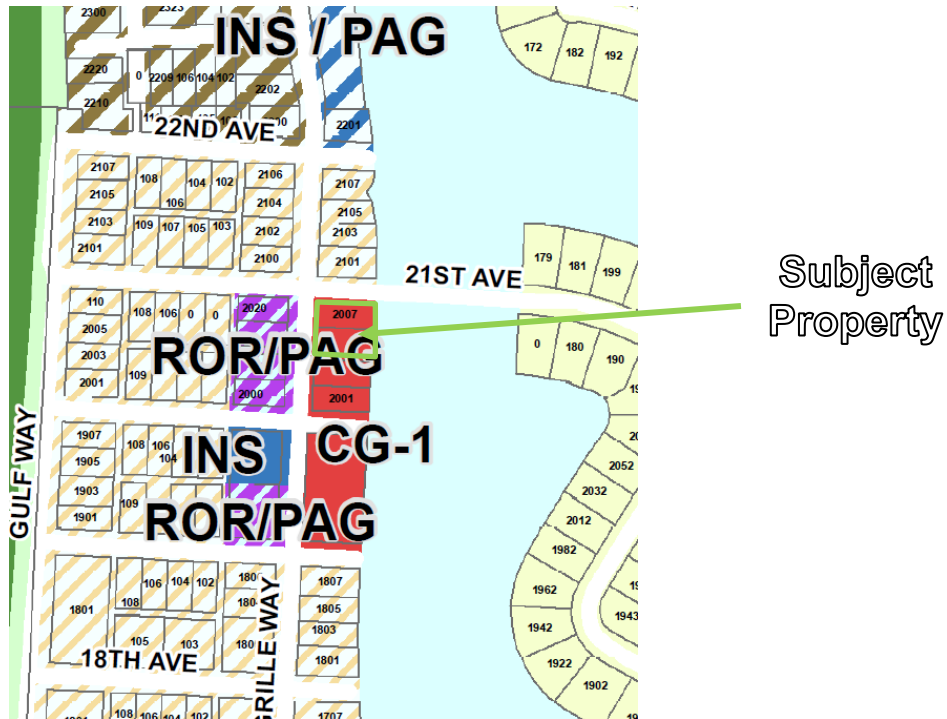
Sound level readings are taken from calibrated equipment that provides an average reading over a selected time period. Readings are taken with a sound source present, and then with the sound source removed, herein called an ambient reading. As decibels are logarithmic units, the addition of two sources producing equal decibels will result in a sound level three decibels higher than either source individually. For instance, adding together two 55 dBA sources will produce a sound level of 58 dBA, and adding together two 70 dBA sources will produce a sound level of 73 dBA. Accordingly, the noise from a source reading must be more than three decibels higher than the ambient reading in order for the test to be considered a valid difference under the parameters set for the readings.

Three noise readings were taken on May 27th as the property hosted a musician. The first measured 81.2 dBA from the Vina Del Mar Bridge immediately adjacent the property. The music was turned down and retested, resulting in an adjusted noise source of 65.2 dBA, approximately 0.2 decibels higher than permitted by code for receiving areas outside of the property at the time of day the reading was taken (6 PM). These two readings found an ambient sound level of 66 and 62.6 dBA respectively. A later reading by the sheriff's office at 7 PM resulted in an adjusted reading of 58.9 dBA.

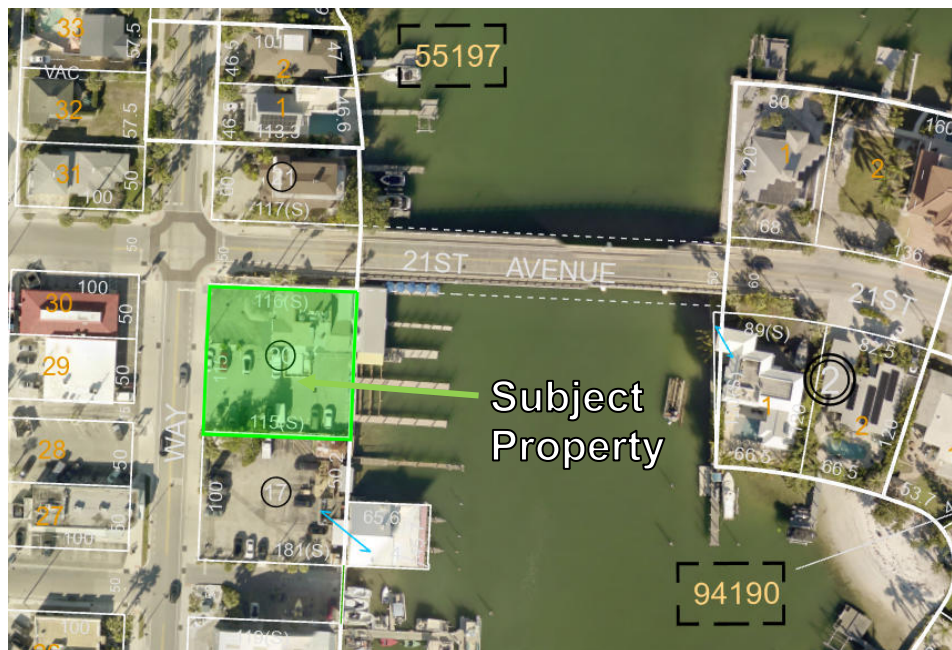
A final reading was taken on June 4th around 3:30 PM from a resident's property located approximately 450 feet southeast of the subject property. The adjusted sound level was calculated at 58.5 dBA, with 55.5 dBA calculated as the ambient noise level.

Regarding additional code enforcement violations, the property has been the recipient of a complaint related to unpermitted signage in April 2023, which has been resolved through the removal of the signage, and the installation of outdoor lights also in April 2023, which has been resolved by a determination that the lights comply with local code requirements.

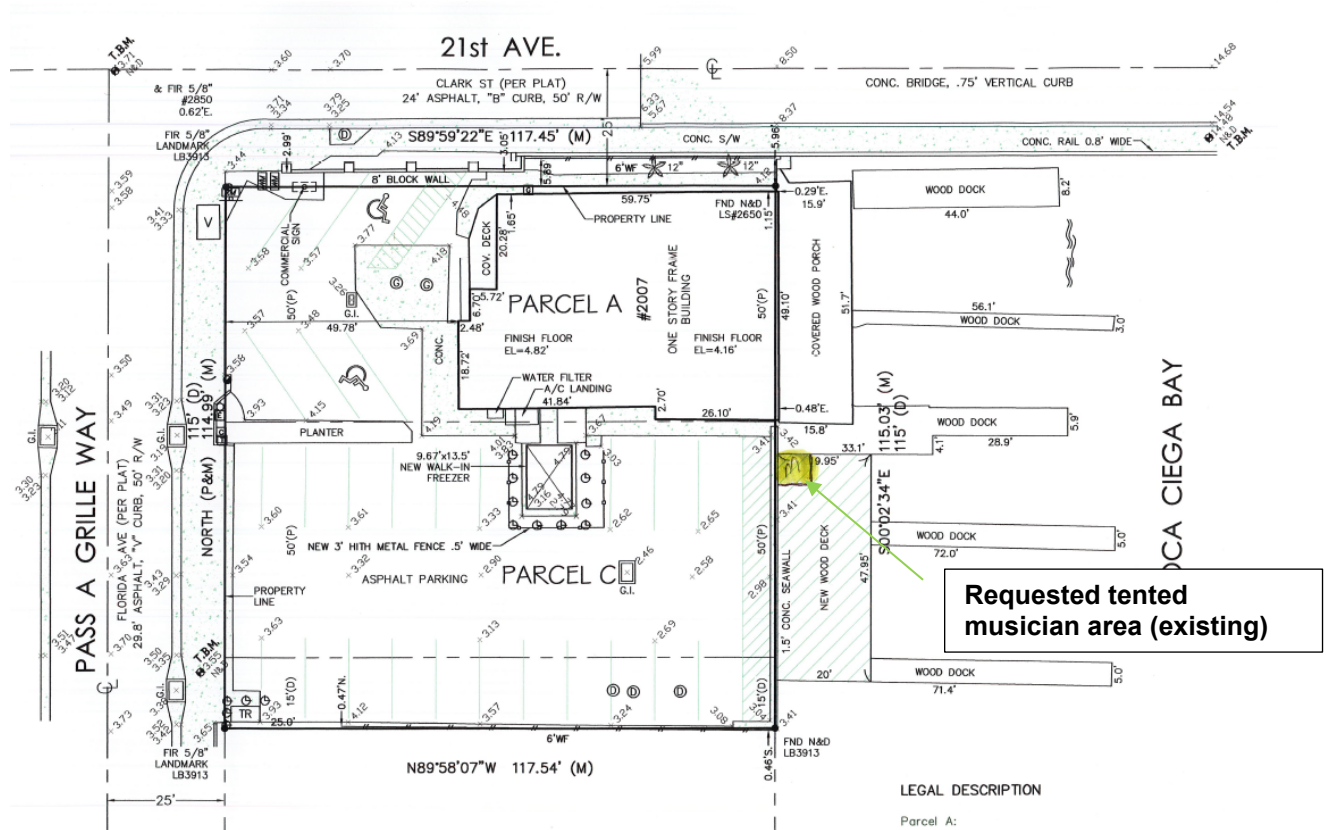
ZONING MAP



AERIAL MAP



SITE REQUEST



ANALYSIS

The owner is requesting to receive approval to allow for the operation of an outdoor music area at the northern end of the newly-permitted wood deck. Previously, musicians played in the covered wood porch at the rear of the restaurant, which the owner has supplied evidence through social media posts as having been operated on occasion since at least November 2020 prior to their ownership.

While the subject request requires City Commission approval, the area is already established and contains a temporary tent of approximately 9x9 feet over the northwestern area of the seating deck. The owner has routinely hosted musicians at the property over the past months. There have been other occasions in which music was played for the purpose of conducting sound readings.

The owner has requested the property be approved for the following hours of operation:

Wednesday – Friday: 5–10 PM
Saturday: 12–4 PM & 5–10 PM
Sunday: 11 AM–3 PM & 4–10 PM

From aerial measurements, the musician area is proposed to be approximately 125 feet from the northern residential property at 2101 Pass-a-Grille Way, and 275 feet from the closest Vina-Del Mar residential property at 170 21st Ave.

The city establishes a 65 decibel (dBA) limitation for residential single-family receiving properties and public space between 7 AM and 10 PM, and 55 dBA outside those hours. Commercial receiving properties have a 65 dBA maximum receiving limit at all hours of the day. For reference, according to Yale Environmental Health and Safety, a household refrigerator hum is approximately 55 dBA, while a normal conversation at standard distance is approximately 65 dBA [1].

According to the Centers for Disease Control and Prevention, sustained noise at 80 decibels can potentially cause damage to hearing if experienced for two hours or more [2]. While this parameter is substantially higher than permitted to be sustained anywhere in the city, the Environmental Protection Agency indicated in the 1970s that sustained dBA over 55 decibels (adjusted) is a basis for outdoor annoyance in residential areas [3], while a range of 53-62 dBA is referenced as being potentially perceived as annoying in a newer source [4]. Sources indicate that the typical walls of a residential building provide between 20 and 28 decibels of attenuation compared with an outdoor noise reading, which would limit a daytime receiving dBA inside a typical residential home experiencing its maximum outdoor decibel level of 65 dBA to 40-45 dBA, or approximately the sound of light rain [5][6].

According to the inverse square law, provided no other intervening amplification or attenuation, the intensity of sound dissipates by 6 decibels for each doubling of distance from the sound source. For instance, if a sound is measured at 65 decibels at 50 feet from a source, it will measure 59 decibels at 100 feet, 53 decibels at 200 feet, and 47 decibels at 400 feet.

Pursuant to Land Development Code Sec. 29.5.(3), this request does not increase density or intensity at the property and is considered exempt from concurrency requirements.

Land Development Code Sec. 4.4 – Standards for review.

When considering an application for approval of a conditional use, the City Commission review shall consider the following standards:

- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;**

The conditional use request is consistent with the Comprehensive Plan in the following ways:

FUTURE LAND USE ELEMENT:

Future Land Use Policies - Green Practices, Residential Character and Introduction to Land Use Categories

GOAL 2:

The City shall ensure that the residential character of the City of St. Pete Beach is maintained and protected while:

- Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike.

- Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation.
- Maintaining the community's recreation, open space and beaches.

Objective 2.4

Consistent with this comprehensive plan, as amended, the City of St. Pete Beach shall enhance and protect the City's character through the encouragement of redevelopment which ensures an orderly and aesthetic mixture of land uses.

Policy 2.4.1

The City shall, through administration of the LDC, encourage the redevelopment or rehabilitation of existing non-residential areas and uses.

Staff finds that conditions are required to ensure that the request is not contrary to the following objective and policy:

FUTURE LAND USE ELEMENT:

Future Land Use Policies - Green Practices, Residential Character and Introduction to Land Use Categories

GOAL 2

Objective 2.1

The integrity and quality of life throughout the City, including existing residential neighborhoods, as well as core commercial and resort areas, will be maintained through the enforcement of the land development regulations and shall be encouraged to be improved, and for those properties experiencing blighting conditions such as deterioration, degradation, and distress shall be encouraged to redevelop through the use of land development regulations and other incentives, in accordance with the Future Land Use Element.

Policy 2.1.5

Through the enforcement of the land development regulations, existing residential areas shall be protected from the encroachment of incompatible uses; likewise, other land use areas shall be protected from the encroachment of incompatible residential uses.

- (2) **Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:**
 - a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of**

other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area; *Staff finds the overall appearance and function of the area will not be significantly affected. The property has hosted occasional musicians on its covered patio since at least late 2020. This request is to establish the musician area on the new outdoor deck, which does not have a solid roof or other barriers to attenuate sound as were in place under the covered patio. While outdoor seating areas are permitted in the subject zoning district and are not under consideration in the subject scope, the musician area complements new seating areas established for the restaurant under the current ownership.*

- b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;** *There are no known historic, archaeological or cultural resources in the area. The property's waterfront has historically been used by guests for mooring and viewsheds, and that intent is not changing under this application. The deck cover is temporary and permanent roofs are not permitted over the water in the subject zoning district. While no work is proposed to establish this area, should the owner pursue seating deck expansion in the future, they are put on notice that should any resources be discovered during the work proposed, the City shall be informed.*
- c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features.** *Staff finds the application to be compatible with adjacent development. The new deck area extends approximately forty-three feet into the water less than The Wharf restaurant building to the immediate south, and the tent is approximately fifty-three feet shorter than the adjacent restaurant building. Due to the depth of the existing patio at the northern end of the subject property, the tented musician area is generally masked from view from the Vina Del Mar Bridge.*
- d. **Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.** *Staff finds that there is no expected additional impact from dust, fumes, smoke, glare, odors, traffic, or litter. Staff has concerns regarding the potential sustained noise increases resulting from the use, particularly in later hours of the day, and recommend conditions to mitigate irritation to nearby residential receiving properties. The intent of proposed conditions are to inhibit the potential for raucous noise from the property over the 34 hours in which the owner proposes a musician be eligible to play each week, and to promote health and the general*

welfare. Staff proposes these conditions in recognition that consistent playing of amplified music with bass or other amplification of such a consistent or impulsive decibel level to be considered raucous could potentially represent a nuisance to the surrounding community.

- (3) Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; This proposal is not anticipated to create any new impacts on the road system or cause any conflicts with site access.**
- (4) Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely; This proposal is not anticipated to affect on-site parking areas.**
- (5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made; Staff propose conditions related to orientation and maintenance of amplification and speakers, limited hours of operation during weekdays, maximum sound levels, instrument limitations, and maximum artist limitations to mitigate potential impacts on surrounding properties.**
- (6) Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; There are no site improvements anticipated to implement this request.**
- (7) Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach. The request is governed under the city's noise ordinance outside of any additional conditions placed on the request under this scope.**

The following three additional criteria are evaluated when an outdoor dining and drinking area with amplified music is proposed to be established:

- (8) The product specifications of any permanent speakers, amplifiers and other support equipment to be installed outdoors.**
The owner states that all visiting musicians currently bring their own speakers and amplification equipment. Staff are requesting, as a condition of approval, that the owner install permanent equipment with a sound limiter to ensure that standards for decibels can be consistently adhered with.

(9) **An explanation of the hours of operation of the outdoor dining and/or drinking area, including any special provisions or intentions for live music.**

The owner has requested specific hours of approval for live music. Amplified and recorded music are treated the same and both require a conditional use permit. Staff are recommending that hours for live music be limited to those requested by the owner as of their most recent submittal.

(10) **A description of how music will be regulated in accordance with the City's noise ordinance as found in Chapter 46, Article IV of the Code of Ordinances.**

The owner is not proposing to offer live music outside of the hours at which 65 dBA is the allowable receiving decibel level at any property. Staff are recommending the owner be required to adhere with the hours proposed, and are requesting an additional ten decibel level reduction in maximum receiving level at residential properties, to ensure reasonable quiet enjoyment of nearby residential properties.

STAFF RECOMMENDATION

It has been determined that the reviewing body (City of St. Pete Beach City Commission) is empowered under the LDC to grant a conditional use permit for application 23034. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent properties and other properties in the district provided the conditions as proposed by staff are adhered to. As such, staff recommends approval of the Conditional Use to establish outdoor music at the existing outdoor dining area. Should the City Commission grant the Conditional Use, the application should be subject to the following conditions:

1. The owner shall install and maintain a permanent set of outdoor amplification equipment, including but not limited to speaker(s) and amplifier(s), for use by all artists playing within the permitted area. All music shall come from said onsite equipment and no outside amplification equipment may be brought in. Directional speakers shall be oriented toward the subject property and away from residential areas to the north and east. No bass is permitted. The owner shall provide a list of existing or newly-installed equipment and specification sheets, including a site plan, for staff review prior to installation and operation of the area.

2. Permitted hours for the playing of amplified music are as follows:

Wednesday – Friday:	5–10 PM
Saturday:	12–4 PM & 5–10 PM
Sunday:	11 AM–3 PM & 4–10 PM

Amplified music shall not be played from any equipment installed along, or piped to, any outdoor area of the property outside of the hours listed above.

3. Amplified music shall not exceed the following decibels at any hour in which amplified music is permitted:

The property line of any receiving residential property: 55 dBA

Ten feet from any speaker installed along the waterfront of 2007 Pass-a-Grille Way: 75 dBA

The standards above are in addition to those specified in the Code of Ordinances. The owner shall demonstrate that sound limiters have been installed on equipment to maintain the levels specified above prior to operation of the music area.

4. Bands shall be limited to the tented area as shown on the site plan. Instruments shall be limited to non-percussive instruments unless otherwise approved by the city manager. Under no circumstances shall the playing of acoustic drum sets or percussive instruments that repetitively produce similar impulsive sounds be permitted without amendment of this conditional use permit by the City Commission.
5. The tent placed over the outdoor music area shall be no larger than 10 x 10 feet in size. Upon issuance of a tropical storm or hurricane warning, the tent covering the musician area shall be removed and safely stored indoors. The tent shall be inspected by the building and fire officials, if necessary, to determine compliance with the building and fire codes.
6. Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.
7. The City Commission may review the Conditional Use Permit periodically to determine whether the order is in compliance with the terms and conditions herein.



CONDITIONAL USE APPLICATION

23034

Case Number: _____

PROPERTY OWNER: _____ APPLICANT/AGENT (Attach agent authorization form)

Name: CHARLES & HELEN COLLUM Name: _____

Address: 2381 E. VINA DELMAR BLVD Address: _____

City: St. Pete Beach State: FL City: _____ State: _____

Zip: 33706 Telephone: 727-418-1314 Zip: _____ Telephone: _____

Email: Jrcmoo@aol.com Email: _____

SUBJECT PROPERTY:

Address: 2007 PASS-A-GRILL WAY Current Name of Business: RED, WHITE + BOOZE

Parcel ID: 18-32-16-68634-000-0020 Name of Project: LIVE MUSIC

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

RED, WHITE + BOOZE WISHES TO ALLOW THE PERFORMANCE OF LIVE MUSIC ON THE
OUTDOOR UNCOVERED DECK AREA IN ACCORDANCE WITH SEC 15.4(N).

Hollom
Signature of Applicant/Agent

4-14-23
Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

HE I understand that the City will not accept or process an incomplete application.

HE I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.

HE On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.

HE I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.

HE I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

HE I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages

H. Colson
Signature of Applicant

4/14/23
Date

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. LDC Sec 4.4(a)(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

THE PERFORMANCE OF LIVE MUSIC IS CONSISTENT WITH THE COMPREHENSIVE PLAN IN THE CG-1 COMMERCIAL DISTRICT IN PASS-A-GRILLE, OUR NEIGHBORING RESTAURANT/BAR DIRECTLY TO THE SOUTH ALSO PROVIDES THIS AMENITY TO THEIR GUESTS AND HAS FOR MANY YEARS.

2. LDC Sec 4.4(a)(2)a-d Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:

- a. Whether the overall appearance and function of the area will be significantly affected. consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

PERFORMANCE OF LIVE OUTDOOR MUSIC WILL NOT AFFECT THE APPEARANCE OF THE AREA.

- b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);

ANY HISTORIC/CULTURAL RESOURCE WILL BE UNAFFECTED BY THE APPLICATION FOR LIVE MUSIC IN THE AREA.

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

- c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

NO STRUCTURAL CHANGES WILL BE NECESSARY AND LIVE PERFORMANCE IS COMPATIBLE WITH EXISTING FEATURES BEING USED IN THE DISTRICT.

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

LIVE MUSIC PERFORMANCES WILL FALL UNDER THE COMMUNITY GUIDELINES REGARDING NOISE AND HOURS OF OPERATION. IT IS OUR INTENT TO ACT RESPONSIBLY AND AS A GOOD NEIGHBOR TO THE SURROUNDING COMMERCIAL AND PRIVATE RESIDENTIAL COMMUNITY.

3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);

THE PROPOSAL WILL HAVE A NULL EFFECT ON TRANSPORTATION AND PARKING.

4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);

ALL ACTIVITIES REGARDING LIVE MUSIC WILL BE STRICTLY CONTAINED WITHIN THE PRIVATE PARKING AND OUTDOOR DINING AREAS AT RED, WHITE + BOOZE.

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

ALL HEALTH AND SAFETY GUIDELINES WILL BE ADHERED TO REGARDING THE PUBLIC AND RESTAURANT STAFF.

6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,

NO FINANCIAL NEEDS WILL BE REQUIRED TO EXECUTE LIVE MUSIC PERFORMANCE. ANY SECONDARY NECESSITIES ARISING FROM HOSTING THESE EVENTS WILL BE HANDLED ADEQUATELY BY OWNERSHIP.

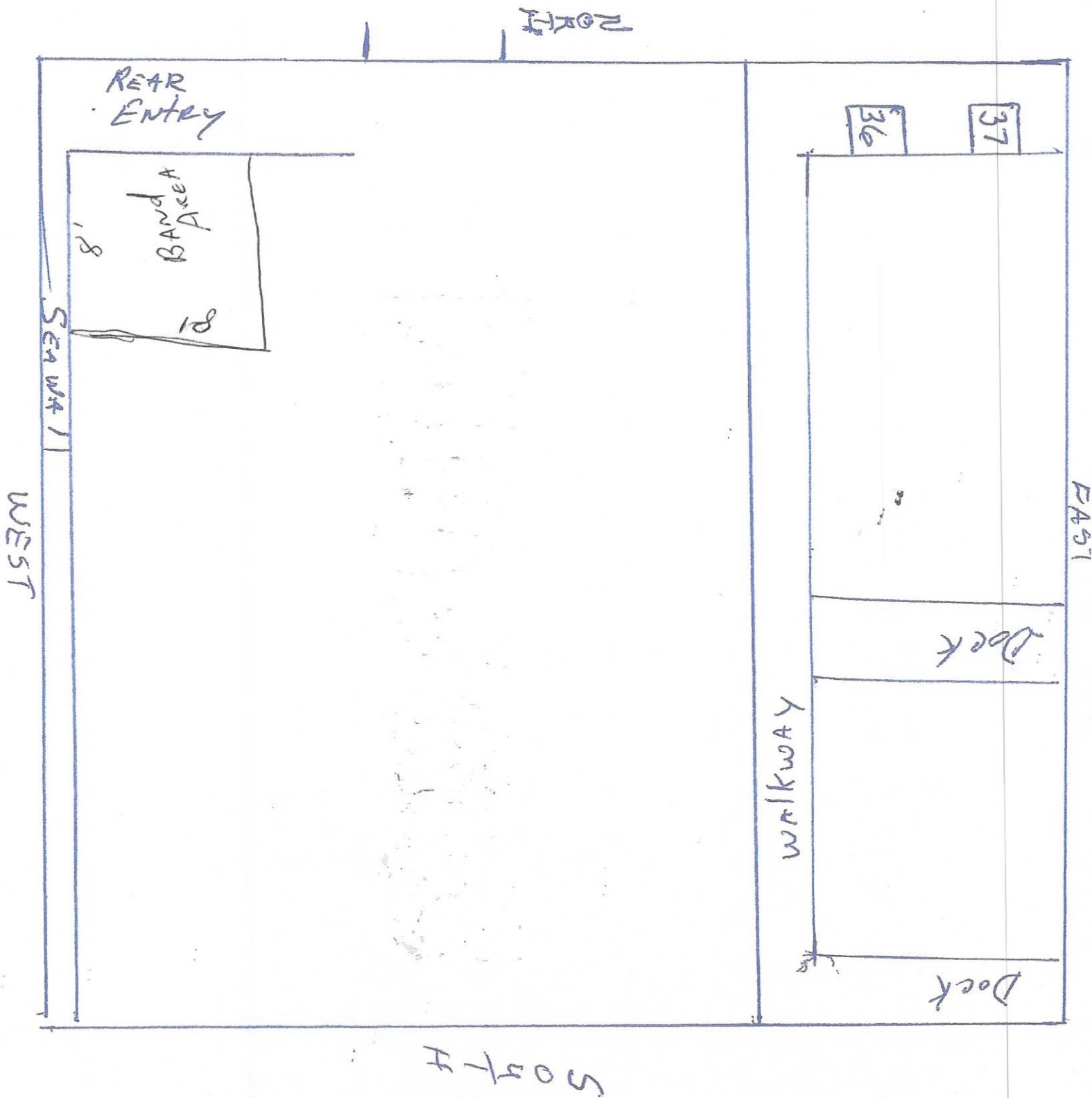
7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

THE PROPOSAL WILL COMPLY WITH ANY OTHER STANDARDS, GUIDELINES OR REGULATIONS REQUIRED TO HOLD SUCH EVENTS.

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.
2. Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.
3. Hydrological features and storm water management infrastructure.
4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.
5. Site landscaping, open space provision and impervious surface limitations.

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



Comments have not been shared, but may be shared at the meeting.

Planning & Zoning:

- 1) A current survey is required prior to scheduling for City Commission review. Please provide a sealed copy and a copy showing the sketch of the band area.
- 2) Please provide product specifications for any permanent amplification equipment installed at the site to support the music area, and indicate the orientation of speakers on the site plan.
- 3) What are your intended hours of operation for the music area?
- 4) Staff request that the test sound reading take place prior to City Commission review.
- 5) How many bands, and what total capacity, do you anticipate needing within the music area?
- 6) The area for the entertainers/band appears to be set up under an existing pop-up canopy. Is there something more permanent proposed for shelter from the elements and sound?

3) We wish to amend the hours of operation for the music area from 9pm to 10pm to finish as a back up should any situation arise.

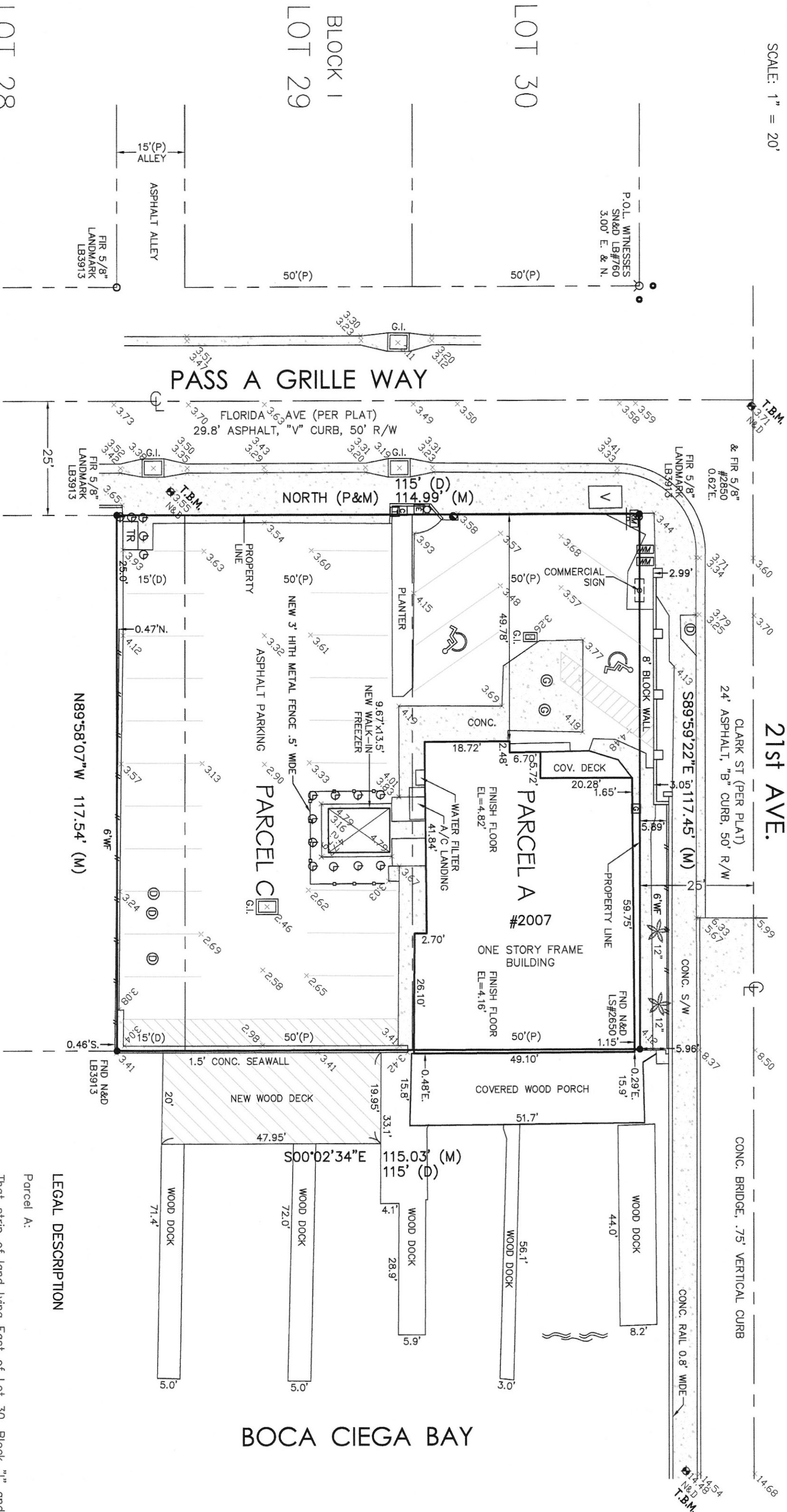
WED - FRIDAY	5pm - 10pm
SATURDAY	12pm - 4pm 5pm - 10pm
Sunday	11am - 3pm 4pm - 10pm .

SECTION 18, TOWNSHIP 32S, RANGE 16E

CERTIFIED TO: COLLOM PROPERTIES LLC



NORTH BASIS:
ASSUMED
SCALE: 1" = 20'



- LEGEND:
- FND = FOUND
 - N&D = NAIL & DISK ROD
 - SR = SET ROD
 - OHW = OVERHEAD WIRE
 - (C) = CALCULATED
 - (D) = DEED MEASUREMENT
 - (M) = FIELD MEASUREMENT
 - (P) = PLAT
 - CONC = CONCRETE
 - R/W = RIGHT OF WAY
 - P.O.L. = POINT ON LINE
 - SN&D = SET NAIL AND DISK
 - S/W = SIDEWALK
 - T.B.M. = TEMPORARY BENCHMARK
 - C/C = COVERED CONCRETE
 - WF = WOOD FENCE
 - GL = GRATE INLET
 - WATER METER = WATER METER
 - BACK FLOW PREVENTER AND WATER METER = BACK FLOW PREVENTER AND WATER METER
 - CLEANOUT = CLEANOUT
 - CABLE T.V. = CABLE T.V.
 - POWER METER = POWER METER
 - TELEPHONE BOX = TELEPHONE BOX
 - TRANSFORMER = TRANSFORMER
 - POWER RISER = POWER RISER
 - WAT METER = WAT METER
 - WAT T = WAT T
 - BOLLARD = BOLLARD
 - LAMP = LAMP
 - FIRE HYDRANT = FIRE HYDRANT
 - TRAFFIC SIGN = TRAFFIC SIGN
 - POWER POLE = POWER POLE
 - SANITARY MANHOLE = SANITARY MANHOLE
 - STORM MANHOLE = STORM MANHOLE
 - GREASE MANHOLE = GREASE MANHOLE
 - DIA = CABRAGE PALM TREE
 - SPOT ELEVATION = SPOT ELEVATION

LEGAL DESCRIPTION

Parcel A:
That strip of land lying East of Lot 30, Block "I" and lying between the North and South lines of said Lot 30, as extended East to the water and lying between the East line of Florida Avenue and the water, all as shown on the REVISED MAP OF PHILLIPS DIVISION OF PASS-A-GRIFFE CITY, according to the Map or Plat thereof, as recorded in Plat Book 3, Page 38, being the same property shown on the Map of Phillips Division of Pass-a-Grille City, according to the Plat thereof, as recorded in Plat Book 4, Page 26, Public Records of Pinellas County, Florida.

Parcel C:

That certain unnumbered parcel or tract of land, designated Water Lot, lying between Pass-a-Grille Way and the waters of Boca Ciega Bay, and across Pass-a-Grille Way, opposite Lot 29 of Block "I", and opposite all the alley abutting said Lot 29, in Plat Book 4, Page 26, Pinellas County, Florida Public Records: said parcel being 65 feet, more or less, in width and lying between the bayward extensions of the North lines of Lot 28, Block "I" and the North line of Lot 29, Block "I", if said lines were extended Eastward.

Flood Zone
AE (EL. 10')
COMMUNITY PANEL #25149 1210300278 H,
EFFECTIVE 8/24/21
Basis of Bearings:
WEST BOUNDARY OF WATER LOTS
ASSUMED NORTH
Benchmark:
COUNTY #298 Y 135 P.C.
EL. = 4.053 N.A.V.D., ADJUSTED TO
EL. = 3.332 N.A.V.D. M.S.L. = 0.00'

NOTE: This survey is made for the exclusive use of the current owners of the property and does not purport to represent or guarantee the title thereto within one (1) year from date hereof.

NOTE: This survey was prepared without the benefit of a title search and is not intended to represent or guarantee the title thereto within one (1) year from date hereof. Survey not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

C E R T I F I C A T I O N

I hereby certify that the survey represented hereon meets the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN C. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

JOHN C. BRENDLA AND ASSOCIATES, INC.
Professional Land Surveyors and Mappers

JCB

4015 82nd Avenue North
Pinellas Park, Florida 33781
Telephone (727) 576-7546
Facsimile (727) 577-9932
LB 760

BOUNDARY SURVEY
WITH TOPOGRAPHY AND
IMPROVEMENTS

R E V I S I O N S

No.	D E S C R I P T I O N	DATE
1.	UPDATE DECK AREA	5/16/2023

FB: 976 PC: 64,65,69

Job Number: 2209-21
Survey date: 10/5/22

DWN: JM
CHK: JOB

NOISE SURVEY FORM

Date: 5/27/23
Location: 2007 Pass-A-Grille Way
Project: Music at Red, White and Booze

Equipment: Meter: Quest 3M Sound Level Serial #: BBM0100006

Calibrator: QC 10 Serial #: OIG120047

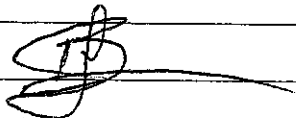
Performed by: P. Jumar Assistant: _____

	Start	Finish
Calibration:	<u>114.0</u>	<u>114.0</u>
Time of Day:	<u>5:50 PM</u>	<u>6:07 PM</u>
Sky:	<u>Clear</u>	<u>Clear</u>
Wind:	<u>Slight</u>	<u>Slight</u>
Noise Source:	<u>Musician at RWR</u>	

Noise Source dB Level: 81.2
Ambient Noise dB Level: 66.0
Difference to Adjust: 15.2
Adjusted Noise Source dB Level: 81.2

<u>Difference between</u>	<u>Subtract from</u>
Source & Ambient	Source dB Level
0 to 3dB.....	Invalid Test
4 to 5dB.....	2dB
6 to 9dB.....	1dB
10dB or more.....	0dB

Remarks: _____

Signature:  Title: C.E.M

NOISE SURVEY FORM

Date: 5/27/23
Location: 2007 Pass-A-Grille Way
Project: Music at Red, White and Booze

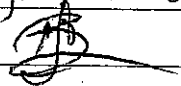
Equipment: Meter: Quest 3M Sound Level Serial #: BBM0100006
Calibrator: QC 10 Serial #: OIG120047

Performed by: P. Dewar Assistant: _____

	Start	Finish
Calibration:	<u>114.0</u>	<u>114.0</u>
Time of Day:	<u>6:17pm</u>	<u>6:25pm</u>
Sky:	<u>Clear</u>	<u>Clear</u>
Wind:	<u>Slight</u>	<u>Slight</u>
Noise Source:	_____	

Noise Source dB Level:	<u>67.2</u>
Ambient Noise dB Level:	<u>62.6</u>
Difference to Adjust:	<u>4.6</u>
Adjusted Noise Source dB Level:	<u>65.2</u>

<u>Difference between</u>	<u>Subtract from</u>
Source & Ambient	Source dB Level
0 to 3dB.....	Invalid Test
4 to 5dB.....	2dB
6 to 9dB	1dB
10dB or more.....	0dB

Remarks: Spoke to Charles and reading is being taken at a level
that he has agreed to set the volume
Signature:  Title: C. E. M.

NOISE SURVEY FORM

Date: 5/27/23
Location: 2007 Pass-a-Gsille Way (RWB)
Project: _____

Equipment: Meter: Quest 3M Sound Level Serial #: BBM0100006

Calibrator: QC 10 Serial #: OIG120047

Performed by: Dep. T. Stanton

Assistant: Sgt. A. Clark

	Start	Finish
Calibration:	<u>114.0 DB</u>	<u>114.0 DB</u>
Time of Day:	<u>19:09</u>	<u>20:04</u>
Sky:	<u>Clear</u>	<u>Clear</u>
Wind:	<u>N/A</u>	<u>N/A</u>
Noise Source:	<u>Amplified Music from RWB</u>	

Noise Source dB Level: 58.9 DB Leq
Ambient Noise dB Level: _____
Difference to Adjust: _____
Adjusted Noise Source dB Level: _____

<u>Difference between</u>	<u>Subtract from</u>
Source & Ambient	Source dB Level
0 to 3dB.....	Invalid Test
4 to 5dB.....	2dB
6 to 9dB.....	1dB
10dB or more.....	0dB

Remarks: _____

Signature: [Signature] Title: Deputy

NOISE SURVEY FORM

Date: 6-4-23

Location: 2023 W Vima Del Mar

Project: Red, White & Booz

Equipment: Meter: Quest 3M Sound Level

Serial #: BBM0100006

Calibrator: QC 10

Serial #: OIG120047

Performed by: S. River

Assistant: _____

Calibration: 114.0 114.2
Time of Day: 3:33 pm 4:45
Sky: Partly cloudy Partly cloudy
Wind: moderate Moderate
Noise Source: Music from dock

Noise Source dB Level: 60.5
Ambient Noise dB Level: 55.5
Difference to Adjust: 5.0
Adjusted Noise Source dB Level: 58.5

Difference between

Subtract from

Source & Ambient

Source dB Level

0 to 3dB..... Invalid Test

4 to 5dB..... 2dB

6 to 9dB 1dB

10dB or more..... 0dB

Remarks: Music playin Low

Signature: Asen

Title: Code officer

Brandon Berry

From: Stanton, Travis <tstanton@pcsonet.com>
Sent: Saturday, June 10, 2023 7:38 PM
To: Brandon Berry
Cc: Clark, Alan
Subject: FW: Meter readings - RWB

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Brandon,
Today (6/10) at 18:43 we received another noise complaint. There was no violation. Sgt. Clark is documenting the report under SO23-187710.

Deputy Travis Stanton

Pinellas County Sheriff's Office
Community Policing Unit
10750 Ulmerton Road
Largo, Florida 33779
Telephone: 727-582-6200



"Leading The Way For A Safer Pinellas"

From: Stanton, Travis
Sent: Thursday, June 8, 2023 11:56 AM
To: 'Brandon Berry' <bberry@stpetebeach.org>
Subject: RE: Meter readings - RWB

Yes we have on two additional dates:

06/02 – 20:13

06/04 – 14:11, 14:40

No new violations were issued and no new informational or criminal reports were documented.

Deputy Travis Stanton

Pinellas County Sheriff's Office
Community Policing Unit
10750 Ulmerton Road
Largo, Florida 33779
Telephone: 727-582-6200

Brandon Berry

From: Stanton, Travis <tstanton@pcsonet.com>
Sent: Thursday, June 1, 2023 9:54 AM
To: Brandon Berry; Jennifer McMahon
Cc: Peyt Dewar
Subject: RE: Meter readings - RWB

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I ran a search in our report writing database; ACISS and do not see any recent noise ordinance violations. However, here are the noise / sound related calls with times listed in 24 hour format for May 2023 at 2007 Pass-a-Grille Way (RWB):

05/10 - 20:54

05/19 - 19:24, 19:31, 19:55, 20:13, 21:36, (5 total calls received from 2 separate callers) no ordinance violation issued because the music was turned down. Patrol deputies documented this under a report SO23-160945

5/20 - 19:31

05/25 - 21:18

05/27 - 17:38, 18:57

Deputy Travis Stanton

Pinellas County Sheriff's Office
Community Policing Unit
10750 Ulmerton Road
Largo, Florida 33779
Telephone: 727-582-6200



"Leading The Way For A Safer Pinellas"

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Tuesday, May 30, 2023 9:35 AM
To: Stanton, Travis <tstanton@pcsonet.com>; Jennifer McMahon <rddirector@stpetebeach.org>
Cc: Peyt Dewar <pdewar@stpetebeach.org>
Subject: RE: Meter readings - RWB



MEMORANDUM

To: Charles Collom

From: Brandon Berry, Planner
Community Development Department
City of St. Pete Beach - (727) 363-9229

Date: May 16, 2023

Re: Case #23034: Applicant requests a conditional use permit to establish an outdoor seating area that will include live and amplified music (LDC Sec. 15.4(n))

The City's Technical Review Committee will meet on May 17, 2023 at 10:00 AM to discuss the following comments regarding the application. Additional comments may be shared at the meeting.

Public Works:

No comments.

Building:

Comments have not been shared, but may be shared at the meeting.

Code Enforcement:

Comments have not been shared, but may be shared at the meeting.

Recreation:

Comments have not been shared, but may be shared at the meeting.

Fire:

During permitting, please provide square footage of deck and occupant load calculations, railing detail and fire extinguisher placement.

Transportation:

Comments have not been shared, but may be shared at the meeting.

Planning & Zoning:

- 1) A current survey is required prior to scheduling for City Commission review. Please provide a sealed copy and a copy showing the sketch of the band area.
- 2) Please provide product specifications for any permanent amplification equipment installed at the site to support the music area, and indicate the orientation of speakers on the site plan.
- 3) What are your intended hours of operation for the music area?
- 4) Staff request that the test sound reading take place prior to City Commission review.
- 5) How many bands, and what total capacity, do you anticipate needing within the music area?
- 6) The area for the entertainers/band appears to be set up under an existing pop-up canopy. Is there something more permanent proposed for shelter from the elements and sound?

Brandon Berry

From: Peyt Dewar
Sent: Monday, June 5, 2023 5:19 PM
To: Brandon Berry
Cc: Michelle Gonzalez; Jennifer McMahon
Subject: FW: Red White Booze Code Enforcement Permission

Fyi.

From: Danielle T <danielletrz@gmail.com>
Sent: Monday, June 5, 2023 4:54 PM
To: Peyt Dewar <pdewar@stpetebeach.org>; Steven Rivera <srivera@stpetebeach.org>; Mom 4:12pm <marytrz@hotmail.com>; Richard Trzcinski <Richard@primericagroupone.com>; rjhysell@tampabay.rr.com
Subject: Red White Booze Code Enforcement Permission

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Hey Peyt and Steven,

My name is Danielle Trzcinski and I am writing on behalf of my family Mary and Richard Trzcinski (ccd here) at 2013 Pass a Grille Way. We have been directly and adversely impacted by the music coming from Red White and Booze. It gets so loud we can often hear it INSIDE our home which has negatively impacted our quality of life.

I am writing this email to give permission to code enforcement to come to our property's seawall at 2013 Pass a Grille Way to take decibel readings from Red White and Booze's music from now til June 27th.

I have unlocked the left gate so you can enter the back of the property on the northern side of the house walkway and through the white gate if we are not home. But as a courtesy (and so we'll know you are not a stranger trespassing), please give a heads up when you will be doing readings at our property by calling or texting me before at **813-598-1887**.

Thank you so much and please let me know if you have any questions!

Sincerely,

Danielle
813-598-1887

Brandon Berry

From: Mickey Parsons <mickey@mickeyparsons.com>
Sent: Tuesday, June 13, 2023 9:51 AM
To: Brandon Berry; Chris Marone
Subject: Case 23034

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Hello Commissioner and Brandon — thanks for the notice on case 23034 about music permit for red/white/booze [Formerly Sea Critters Cafe]—

We own the home directly behind the Fire and Rescue Station and would support music allowed until 8 PM nightly - perhaps til 10 PM on holidays like Independence Day, NYE, etc... but any later would disrupt our home life and neighbors with young children, as well as those of us that work a traditional 8 AM - 6 PM schedule.

I hope to attend the 27th meeting, but wanted to also document my thoughts via email. Thanks for your representation!

Many thanks,
Mickey
Mickey Parsons, Michael Prince
102 20th AVE, SPB

An Imperfect Mobile message from Dr. Mickey Parsons, 727-222-0514

Brandon Berry

From: Julie Haura <julie.haura@gmail.com>
Sent: Monday, June 19, 2023 4:11 PM
To: Brandon Berry
Subject: Comments for Permit Regarding Amplified Music at "Red, White, and Booze" Restaurant

CAUTION: This message has originated from **Outside of the Organization**. **Do Not Click** on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

Dear City of St. Pete Beach Planning Department

I hope this email finds you well. I am writing to express my concerns regarding the recent permit filed by the restaurant "Red, White, and Booze" to establish an area for playing amplified music on their existing outdoor dining and drinking deck. As a resident living approximately 500 feet away from the restaurant, I have experienced firsthand the negative impact of their current music practices, and I strongly disagree with granting them a permit to continue with amplified music.

While I appreciate live music and the vibrant atmosphere it can bring, the music played at "Red, White, and Booze" has consistently exceeded reasonable sound levels and disrupted the peace of nearby residents. It is not an exaggeration to say that the noise has become a constant source of disturbance in our everyday lives. The live musicians perform almost every weeknight and throughout the day and night on weekends and holidays, all with the aid of amplifiers.

Even when I retreat to the interior of my house, with hurricane-rated impact resistant Anderson doors and windows securely shut, the music remains clearly audible. In order to escape the noise, I have resorted to seeking refuge in my remote bedroom and using fans to create background noise, which is far from an ideal situation. Despite not possessing a decibel meter, I can confidently state that the music is excessively loud and disruptive.

It is essential to consider the proximity of the restaurant to residential areas. Surrounding the establishment are numerous residences whose inhabitants should not be subjected to such prolonged disruption for a significant portion of their day and night. On a positive note, I recently experienced one evening where no music was playing, and I was able to enjoy the serenity of my back porch, listening to the soothing sounds of the wind and waves rather than the intrusive noise from the restaurant.

I kindly request that the City of St. Pete Beach reevaluates the situation and refrains from granting the permit for amplified music at "Red, White, and Booze." Instead, I implore the authorities to enforce a more reasonable non-amplified sound volume and restrict the frequency at which any music, even if not amplified, can be played. By implementing these measures, the city can strike a fair balance between supporting local businesses and preserving the quality of life for nearby residents.

I appreciate your attention to this matter and thank you for considering the concerns of the affected residents. It is my hope that the city and county will take appropriate actions to address this issue and ensure a peaceful coexistence between the restaurant and the surrounding community.

Thank you for your time and consideration.

Sincerely,
Julie Haura
2072 W Vina Del Mar Blvd

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to approve Resolution 2023-07.

Strategic Objective: Recreational water access

Date: June 27, 2023

Prepared By: Brandon Berry, Planner II

Through: Alex Rey, City Manager

Summary of Issue: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 16.4 OF THE LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A MUNICIPAL "CLASS C" PIER AT FISHERMAN'S PARK.

Funding: FY 2023 Capital Fund Expenditures - \$234,574.00

Attachments:

1. Resolution 2023-07 - Fisherman's Park Pier
2. CUP 23035 Staff Report
3. CUP 23035 Application
4. CUP 23035 Site Plan
5. CUP 23035 Survey
6. FY 2023 Amended Budget - Corey Ave Pier
7. Pier Rendering
8. Letter of Opposition #1

RESOLUTION 2023-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 16.4 OF THE LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A MUNICIPAL “CLASS C” PIER AT FISHERMAN’S PARK; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER’S ERROR AND AN EFFECTIVE DATE.

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

WHEREAS, Section 16.4 of the City of St. Pete Beach’s Land Development Code provides for municipal “Class C” docks as a conditional use in the CG-2 Commercial District zoning district, the city defines piers as docks, and otherwise-undesignated public street ends acquire the zoning designation of abutting properties.

WHEREAS, on May 5, 2023, the City of St. Pete Beach made application (CUP #23035) to construct a “Class C” pier at Fisherman’s Park, located at the Corey Avenue street-end west of Sunset Way, of which both abutting properties have the zoning CG-2.

WHEREAS, on May 17, 2023, staff held a Technical Review Committee meeting to discuss the request.

WHEREAS, the City Commission has the authority to approve none, some, or all of the requested conditional use and companion variances.

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

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

SECTION 2. The City Commission hereby approves the requested conditional use permit application number #23035, submitted by the City of St. Pete Beach, incorporated herein by reference, and with the list of conditions enumerated in Exhibit “A” incorporated herein.

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

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

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2023.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

EXHIBIT “A”

Conditions

1. Pier lighting installed to illuminate the decking for navigational purposes shall be recessed and not have any exposed source of illumination visible outside of the street-end riparian lines;
2. A life ring or other appropriate floatation device shall be installed within the pier or park area;
3. At least five bike storage spaces shall be installed within or adjacent to the park during either this phase or later adjacent streetscape improvement phases.



**PLANNING DIVISION
CONDITIONAL USE APPLICATION
STAFF REPORT TO THE
CITY OF ST. PETE BEACH CITY COMMISSION**

CASE NO.: 23035 **HEARING DATE:** June 27, 2023

APPLICANTS: City of St. Pete Beach

PREPARED BY: Brandon Berry, Planner

This application is a request for a Conditional Use Permit:

REQUEST:	Request to construct a municipal "Class C" dock at Fisherman's Park, located at the Corey Ave street-end west of Sunset Way (LDC Sec. 16.4.(g)).
LOCATION:	Fisherman's Park, described as the Corey Ave street-end west of Sunset Way
ACREAGE:	Approximately 0.15 acres (6,000 sq. ft.) of upland street-end
EXISTING LAND USE	CG-2 Commercial District on the Zoning Map and CG Commercial General on the Future Land Use Map due to adjacency to CG-2 properties
SURROUNDING FUTURE LAND DESIGNATIONS:	North – CG Commercial General South - CG Commercial General East – Corey Ave & TC-2 Town Center Coquina West West – N/A (Treasure Island)
SURROUNDING ZONING MAP DESIGNATIONS:	North – CG-2 Commercial District South – CG-2 Commercial District East – Corey Ave & TC-2 Town Center Coquina West West – N/A (Treasure Island)
SURROUNDING EXISTING USES:	North – Parking lot South – Restaurant East – Restaurants West – Water and condominiums (Treasure Island)

BACKGROUND

The City has envisioned public facilities at the western Corey Ave terminus for well over a decade, with the 2003 *Master Plan for the Resort/Commercial Districts* promoting a sunset park at the west end of Corey Ave and the 2015 *A Vision for the Corey Avenue District* promoting specifically a public boardwalk and fishing pier. Originally a two-phase project with boat slips adjacent the northern neighboring property to follow the construction of the subject pier, the pier is now moving forward as a standalone development that will have singular access from the Fisherman's Park street-end park at the western end of Corey Avenue. The project has been included in the City's FY 2023 capital improvements budget as a \$234,574.00 line item, and the request is currently in permitting.

This application is currently undergoing review with the Florida Department of Environmental Protection (#52-0433673-001-EG), where an individual permit is required due to the square footage of the pier exceeding 2,000 square feet.

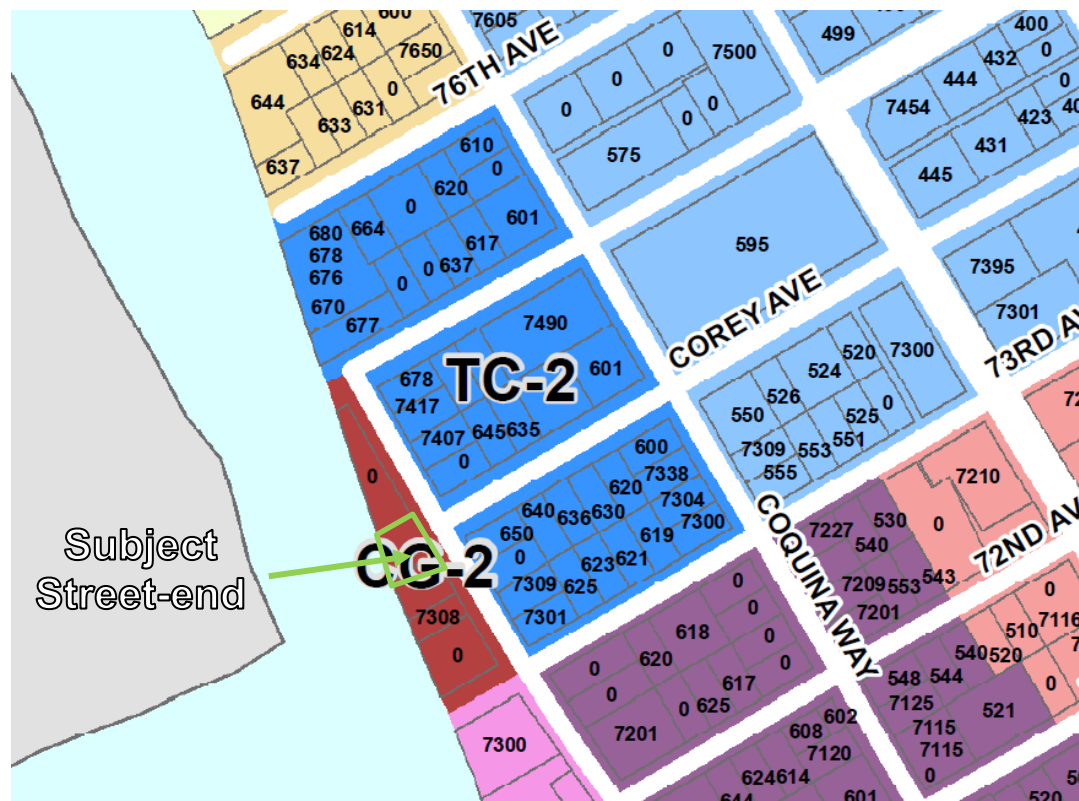
ANALYSIS

The western Corey Avenue terminus is one of a handful of street-ends in the city that lacks a ROS/SE zoning, those being street-ends that are variously designated to provide abutting property access, parking, or dedicated park space. In lieu of a zoning designation, the street-end adopts the zoning of its abutting commercial neighbors, which is CG-2 Commercial District. In the CG-2 District, as with the R/OS District, all docks, piers and associated structures are classified as conditional uses. This pier is specifically classified as a “Class C” commercial dock, a dock or related facility which is constructed and maintained by the municipality.

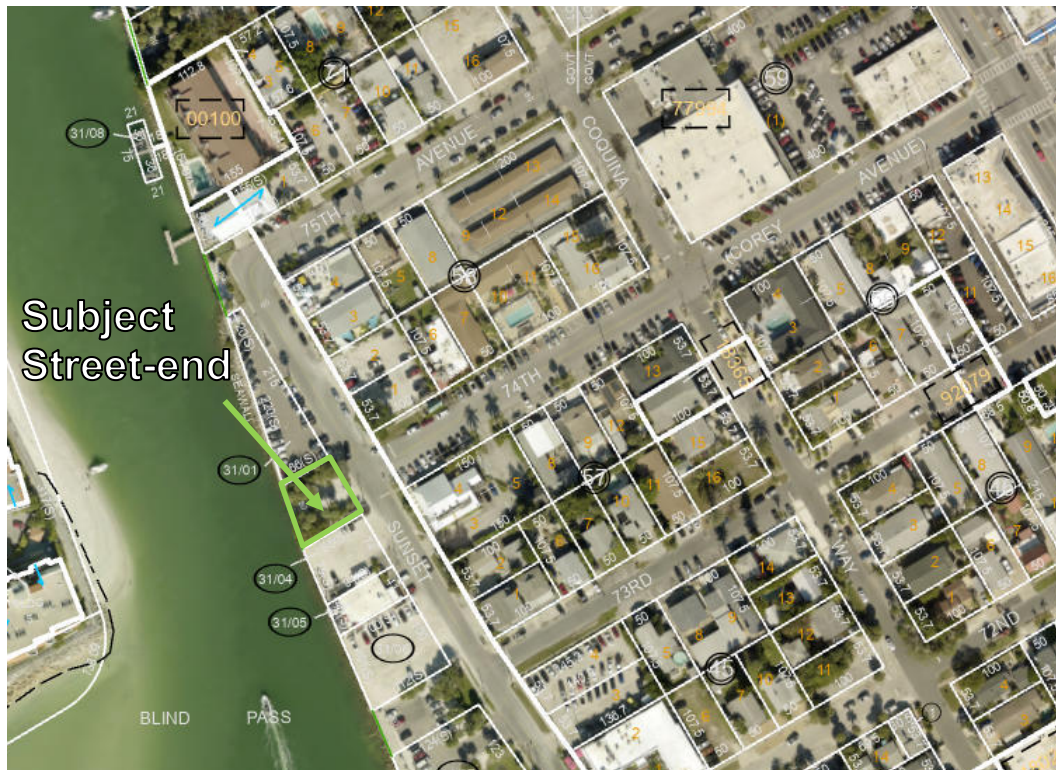
The pier itself is a 60.3-foot-long octagonal design which will be constructed with railings, an interior fish cleaning table, and a six-foot walk that extends along the western side of Sunset Way from 75th Ave to the park. Pedestrian walks are proposed for the southern side of 75th Ave and northern side of Corey Ave, and along with the sidewalk will follow in a later phase of the project.

Pursuant to Land Development Code Sec. 29.5.(3), this request does not increase density or intensity at the property and is considered exempt from concurrency requirements. When complete the pier will provide an additional fishing site, which will improve the parks and recreation level of service city-wide from one facility for every 4,400 residents to one facility for every 2,950 residents. The city had a permanent residential population of 8,879 in 2020, and has a minimum level of service for fishing sites of one per 5,000 residents.

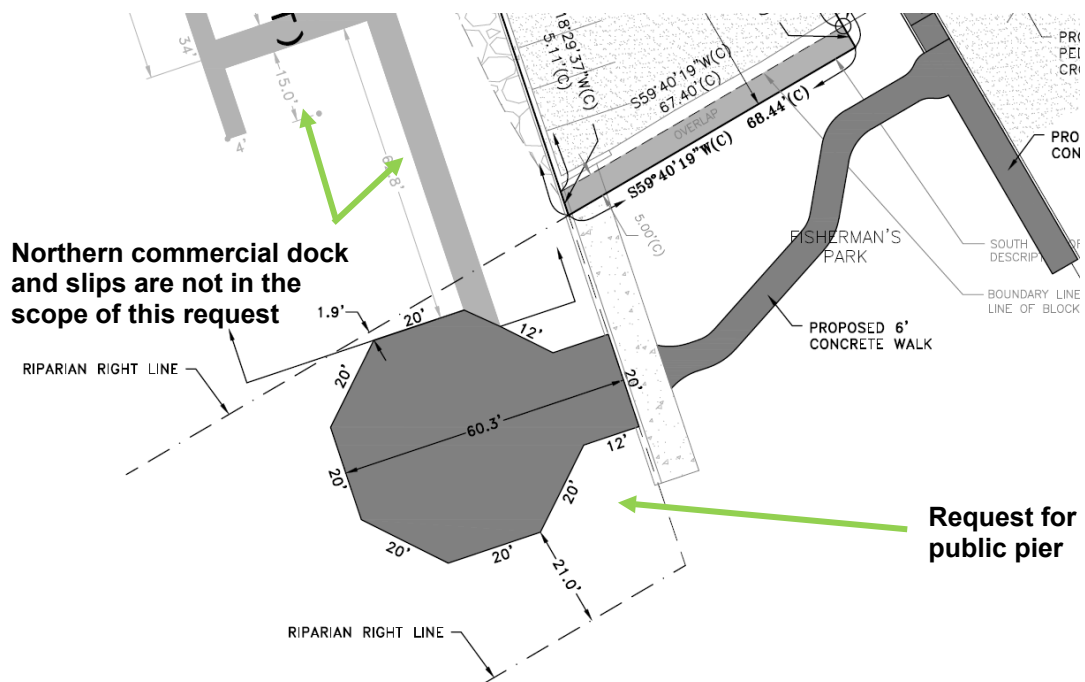
ZONING MAP



AERIAL MAP



SITE REQUEST



Land Development Code Sec. 4.4 – Standards for review.

When considering an application for approval of a conditional use, the City Commission review shall consider the following standards:

- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;**

The conditional use request is consistent with the Comprehensive Plan in the following ways:

FUTURE LAND USE ELEMENT:

Future Land Use Policies - Green Practices, Residential Character and Introduction to Land Use Categories

GOAL 2:

The City shall ensure that the residential character of the City of St. Pete Beach is maintained and protected while:

- Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike.
- Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation.
- Maintaining the community's recreation, open space and beaches.

RECREATION AND OPEN SPACE ELEMENT

GOAL 1:

The City shall ensure the provision, protection, and maintenance of a coordinated, efficient and accessible system of public and private recreational parks and facilities which shall meet the needs of the city's current and future residents, visitors, and tourists.

Objective 1.1

The City shall, in cooperation with other governmental agencies, provide and maintain a system of parks and recreation facilities (including beaches and shores) and access to the same, meeting the needs of current and future residents, visitors, and tourists.

Policy 1.1.3

Park and recreation lands will be planned for multiple uses and located in areas most suitable to satisfy the needs of the permanent and seasonal population, visitors, and tourists.

Policy 1.1.7

The City shall encourage a variety of recreational activities, including the utilization of unique natural features and scenic areas.

Policy 1.1.8

The City shall maintain adequate public access points to all recreation sites including beaches, waterways, and shores.

Objective 1.5

In accordance with this Comprehensive Plan, the City shall provide park and recreation facilities in an economically efficient manner.

Policy 1.5.4

The City shall include funds for the maintenance and improvement of its recreation sites in its Capital Improvements Program.

(2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:

- a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;** *The appearance of the area will be somewhat affected, and there will be functional increases from a public realm perspective due to the implementation of the pier, which provides an additional amenity for residents and visitors. However, staff views this as a complement to existing recreational facilities in Fisherman's Park, and one that will increase water views for existing visitors to the park rather than one that would increase density or intensity. Fishing sites are one of the facilities that the city tracks from a level of service perspective, and implementation of this facility will improve the level of service for park amenities in the city. Furthermore, the total volume of the pier is not significantly out of character with existing multifamily and commercial docks to the north of the subject street-end.*
- b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;** *There are no known historic, archaeological or cultural resources in the area. The street-end's waterfront has historically been used by visitors for its scenic*

character and this request will improve access of the public to that resource. Should any additional resources be discovered during implementation, appropriate measures shall be taken.

- c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features.** *Staff finds the application to be generally compatible with adjacent development. While longer than the approximately 35-foot docks to the north, the subject pier extends no further than 25% of the waterway into the channel and is approximately four inches longer than would be permitted for a pier under similar circumstances if developed at the seawall of a private property. The pier is oriented toward the northern riparian line to allow for future expansion of facilities in keeping with the Corey Avenue vision should the abutting commercial property owner wish to pursue the Phase II design shown in schematics, which would require a new conditional use permit request.*
 - d. **livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.** *Operational hours of the park will not change, and there are no on- or off-street parking changes covered under this scope. Disposal of fish carcasses from piers remains permitted in Florida, and the fast-moving current adjacent to the pier reduces the chance of guts stagnating in the water and producing offensive offal. Lighting is recommended to be recessed within the interior of the pier and not shine over the waterways, as a means of providing navigational avoidance for the structure.*
- (3) **Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety;** *This proposal is not anticipated to create any new impacts on the road system or cause any conflicts with site access. There will be a six-foot sidewalk installed within the park to provide access to and from the pier in a later phase of the project.*
- (4) **Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely;** *There is no expected demand for truck loading spaces at this development. This use is primarily intended for residents and property owners in the immediate vicinity, which will be enhanced by the later-phase*

installation of sidewalks from 75th Ave to the parcel. No new parking is planned or anticipated in this phase.

- (5) **Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;** *Staff requests as conditions that a life preserver or another acceptable floatation device be made available for safety purposes, and that bike racks be installed in a later phase of the streetscape improvements to provide support for multimobility.*
- (6) **Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation;** *The city has budgeted \$234,574.00 in its capital improvement plan for FY 2023 for this project.*
- (7) **Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.** *The pier is adjacent to parkland and will comply with all parks regulations imposed by the code of ordinances.*

The following additional criteria are provided for new commercial docks in the Land Development Code, of which piers are considered equivalent:

- (8) **The applicant shall demonstrate that the waterfront use is in compliance with this Code or can be brought into compliance to accommodate both the current use and the proposed dock, as it relates to parking, drainage, utilities and other facilities necessitated by the development. This provision shall also apply to a property which is already developed with docking facilities and where the owner wishes to add ancillary facilities;** *No additional facilities are anticipated to be required for this development. No additional parking is provided and no new utilities are being installed in this phase.*
- (9) **All commercial dock installations must be consistent with the zoning of the adjacent upland property;** *CG-2 zoning allows "Class C" municipal piers as a conditional use. The pier is installed in an area of the city in which there are numerous water-oriented private commercial uses in the vicinity.*
- (10) **Commercial docking facilities constructed in the waters of the county shall be constructed so that the width of such facilities shall not exceed 75 percent of the width of the property at the waterfront and shall be further constructed so that the length of the facility shall not extend from the mean high water line or seawall of the property further than 75 percent of the width of the property at the waterfront;** *This dock abuts a street-end and the private property requirements of the code do not directly apply, but the dock is generally compliant with the permitted length of the facility relative to the street end, at four inches longer than would be permitted under private property requirements. It would meet required setbacks to the south and is oriented*

toward the northern riparian line to allow for future facility expansion of mooring slips if pursued.

- (11) **All docking facilities must be so located that no portion of the proposed facility is closer to either adjacent extended property line than ten percent of the property width at the waterfront;** *Not applicable due to the development being adjacent to the right-of-way. However, the pier does encroach to 1.9 feet from the northern extended riparian line and would not comply with this standard if it were applicable.*
- (12) **Commercial docks abutting adjacent waterfront residential property must be set back a minimum of one-third of the applicant's waterfront property width from the adjacent waterfront residential property. This requirement may be waived administratively provided that signed statements of "no objection" from the affected property owners has been submitted;** *Not applicable. The pier does not abut residential property on either side.*
- (13) **Would have a detrimental effect on the use of such waters for navigation, transportation, recreational or other public purposes and public conveniences;** *The pier enhances the water for recreational purposes. The overall development will comply with the 25% waterway projection maximum established for new docks and piers in St. Pete Beach.*
- (14) **Would have a material adverse effect upon the natural beauty and recreational advantages of the city;** *The pier will enhance the recreational advantages of the city.*
- (15) **Would have a material adverse effect upon the conservation of wildlife, marine life, and other natural resources, including beaches and shores, so as to be contrary to the public interest;** *The proposal is not anticipated to have an adverse effect on natural resources. Should seagrasses or other sealife-sustaining resources be located adjacent to the park, mitigation will be required during permitting.*
- (16) **Would have a material adverse effect upon the uplands surrounding or necessarily affected by such plan or development;** *or The uplands are not being adversely impacted by this development. The park will remain relatively unchanged except for the installation of a pathway for accessibility purposes and new groundcover. The overall streetscape will improve in later phases of this project due to new sidewalks connecting pedestrians with the park from 75th Avenue.*
- (17) **Would have a material adverse effect on the safety, health and welfare of the general public.** *Staff do not find that there will be a material adverse effect on the welfare of the public, but recommend a floatation device and recessed handrail lighting be installed at the pier for safety purposes.*

STAFF RECOMMENDATION

It has been determined that the reviewing body (City of St. Pete Beach City Commission) is empowered under the LDC to grant a conditional use permit for application 23035. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent properties and other properties in the district provided the conditions as proposed by staff are adhered to. As such, staff recommends approval of the Conditional Use to construct a public "Class C" pier at the proposed location. Should the City Commission grant the Conditional Use, the application should be subject to the following conditions:

1. Pier lighting installed to illuminate the decking for navigational purposes shall be recessed and not have any exposed source of illumination visible outside of the street-end riparian lines;
2. A life ring or other appropriate floatation device shall be installed within the pier or park area;
3. In support of multimobility, at least five bike storage spaces shall be installed within or adjacent to the park during either this phase or later streetscape improvement phases.



CONDITIONAL USE APPLICATION

Case Number: 23035

PROPERTY OWNER: _____

APPLICANT/AGENT (Attach agent authorization form)

Name: City of St. Pete Beach

Name: _____

Address: 155 Corey Ave

Address: _____

City: St. Pete Beach State: FL

City: _____ State: _____

Zip: 33706 Telephone: 727-367-2735

Zip: _____ Telephone: _____

Email: _____

Email: _____

SUBJECT PROPERTY:

Address: Fisherman's Park at Corey Ave street-end

Current Name of Business: _____

Parcel ID: Corey Ave street-end, west of Sunset Way

Name of Project: Fisherman's Park Pier

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

The City requests a conditional use permit for a "Class C" municipal dock
pursuant to LDC Sec. 16.4(g) to permit the construction of a public pier
at Fisherman's Park.

Signature of Applicant/Agent

Date

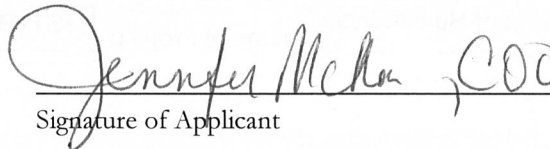
CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

- X I understand that the City will not accept or process an incomplete application.
- X I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.
- X On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.
- X I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.
- X I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.
- X I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages

 COO 5/5/23
Signature of Applicant Date

*CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org*

In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. LDC Sec 4.4(a)(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

The conditional use request is consistent with the Comprehensive Plan in the following ways:

Future Land Use Element, FLUE Policies - Green Practices, Residential Character and Introduction to Land Use Categories

GOAL 2: The City shall ensure that the residential character of the City of St. Pete Beach is maintained and protected while:

• Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike.

[...]

• Maintaining the community's recreation, open space and beaches.

Objective 2.11: Consistent with this comprehensive plan, the City shall continue to maintain the community's open space and promote greater connectivity through alternative mobility options.

Policy 2.11.4: The regulation of recreational uses of waterways and water access areas shall be consistent with sound waterway management.

Recreational and Open Space Element

GOAL 1: The City shall ensure the provision, protection, and maintenance of a coordinated, efficient and accessible system of public and private recreational parks and facilities which shall meet the needs of the city's current and future residents, visitors, and tourists.

Policy 1.1.3: Park and recreation lands will be planned for multiple uses and located in areas most suitable to satisfy the needs of the permanent and seasonal population, visitors, and tourists.

Policy 1.1.7: The City shall encourage a variety of recreational activities, including the utilization of unique natural features and scenic areas.

Policy 1.1.8: The City shall maintain adequate public access points to all recreation sites including beaches, waterways, and shores.

2. LDC Sec 4.4(a)(2)a-d Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:

- a. Whether the overall appearance and function of the area will be significantly affected. consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

The overall appearance and function of the area will not be significantly affected. The upland Fisherman's Park street-end has been utilized as a public park for decades and has been consistently designed to be orient guests toward the park's water views. Commercial and multi-family docks have been developed just north of the subject street-end, and the proposed pier will not increase vessel traffic along the channel due to the lack of access from the water. The dock will improve the use and function of the existing park facilities by providing guests water access.

- b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);

The application will preserve the scenic resources of the City by providing an additional public amenity at a historically-recognized "Mini Park" of the city which expands the water viewshed for the public. While no known archaeological or cultural resources exist at the site, and the street-end will not be substantially developed under this proposal, the City shall report any resources discovered during construction.

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- c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

The pier will be longer than the commercial dock to the north of the street-end, but has no tie poles or other capacity to result in a greater obstruction of the channel. The request shall comply with the 25% maximum channel encroachment permitted by the Land Development Code.

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

No lighting is proposed for the facility, and the pier will close at sunset as is the case for all public parks in St. Pete Beach. No long-term adverse impacts are expected from the utilization of the pier.

3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);

While some additional pedestrian traffic is anticipated to be generated by the development, the city has adequate parking at Sunset Park to the immediate south to support guests to the facility. The pier is in the vicinity of restaurants and bars with their own off-premise parking facilities that can support additional patrons to the pier.

4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);

No need for off-street loading beyond the initial construction phase is anticipated.

5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

The pier is consistent with the surrounding zoning and will complement existing public and private facilities in the area. All uses in the immediate vicinity are commercial and abutting properties are not zoned for residential or other low-intensity uses that may be susceptible to impacts from a pier. No waiver from any modern safety requirement is being requested.

6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,

Funding has been allocated for the pier's construction.

7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

The pier shall be constructed to any requirements imposed by the City Commission.

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.
2. Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.
3. Hydrological features and storm water management infrastructure.
4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.
5. Site landscaping, open space provision and impervious surface limitations.

CITY OF ST. PETE BEACH, Community Development Department
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6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.
7. Fire suppression and facility security.
8. Emergency management and hurricane evacuation provisions.
9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:
 - a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and
 - b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

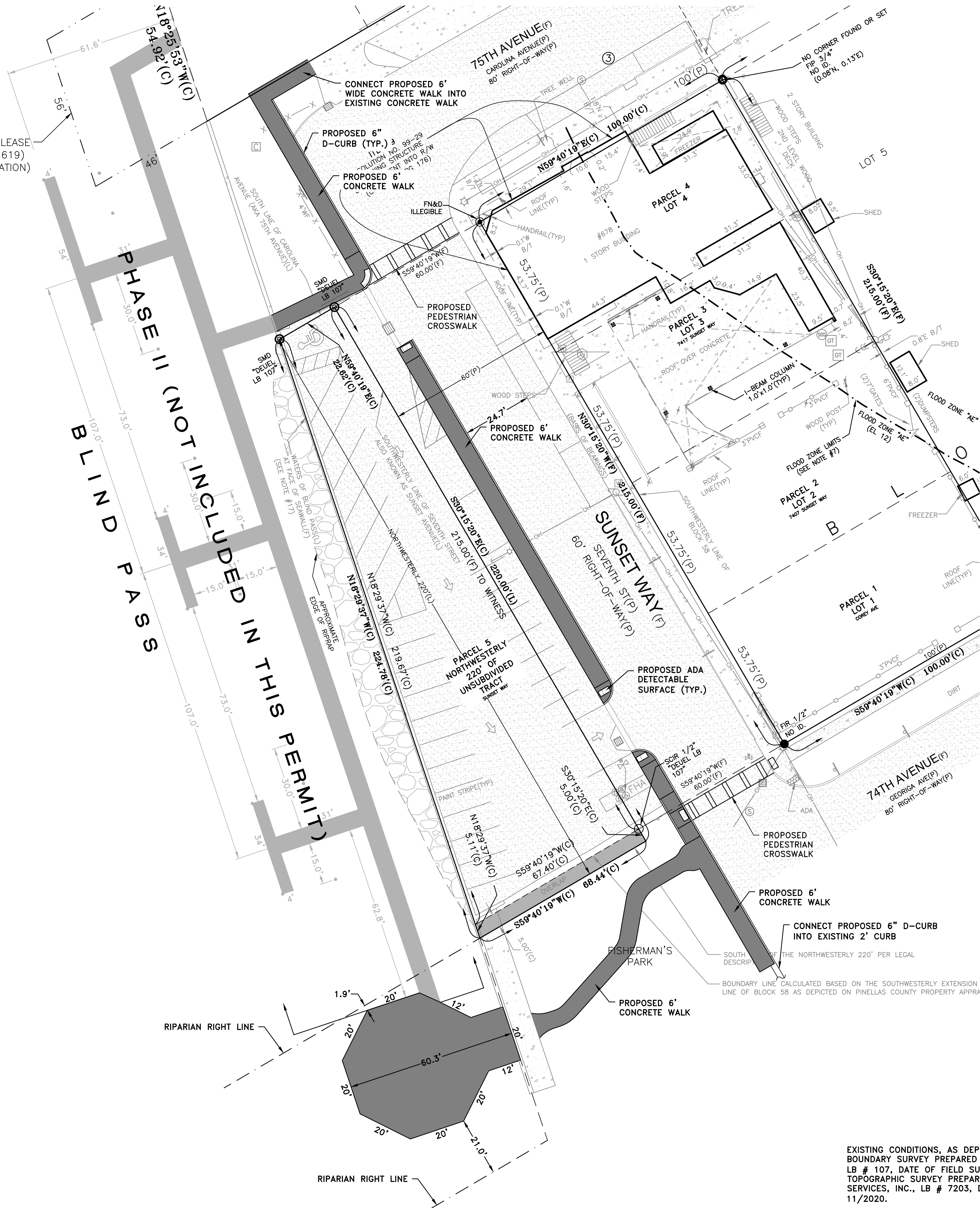
LEGEND

S.	SET
F.	FOUND
U.P.	IRON ROD
U.P.	IRON PIPE
N&D	CONCRETE MONUMENT
C.M.	CONCRETE MONUMENT
(A)	FIELD MEASUREMENT
A	ACRES
A/C	AIR CONDITIONER
AC	BACK FLOW PREVENTION DEVICE
BDLL	BOLLARD
CHD	CHORD
CB	CATCH BASIN
CBW	CONCRETE BLOCK WALL
CHB	CHORD BEARING
CLF	CENTERLINE
CMP	CORROGATED METAL PIPE
C.O.	CLEANOUT
CONC.	CONCRETE
CS	CONCRETE SLAB
C.T.	CURB TIE
CTV	CABLE TELEVISION
(D)	DEED
DEP	DEPARTMENT OF ENVIRONMENTAL PROTECTION
DHW	DESIGN HIGH WATER
DWL	DESIGN LOW WATER
EL	ELEVATION
FF	FINISHED FLOOR
FHA	FIRE HYDRANT ASSEMBLY
FLPC	FLORIDA POWER CORPORATION
GI	GRATE INLET
GV	GAS VALVE
GM	GAS METER
GV	GATE VALVE
GW	GUY WIRE
INV.	INVERT
LF	LINEAR FEET
LFE	LOWEST FLOOR ELEVATION
LP	LIGHT POLE
(M)	MEASURED
MAS	MASONRY
MES	METERED END SECTION
MH	MANHOLE
MHWL	MEAN HIGH WATER LINE
N&D	NORTH AMERICA
NOVD	NATIONAL GEODETIC VERTICAL DATUM
O/H	OVERHEAD WIRES
OFF	OFFICIAL RECORD
PL	PLAT BOOK
PC	PLAT/PAGES
PGB	POINT OF BEGINNING
PRM	PERMANENT REFERENCE MONUMENT
PVC	POLYVINYL CHLORIDE
R	RADIUS
(R)	RECORD
RCP	REINFORCED CONCRETE PIPE
RCW	RECLAIMED WATER
RNG	RANGE
R/W	RIGHT-OF-WAY
SAN	SANITARY
SCD	SANITARY CLEAN-OUT
SEC.	SECTION
SF	SQUARE FEET
SHW	SEASONAL HIGH WATER
TM	TEMPORARY BENCHMARK
TOS	TOP OF BERM
TOS	TOP OF SLOPE
TRANS	TRANSFORMER
TWP	TOWNSHIP
UP	UTILITY POLE
WF	WOOD FENCE
WM	WATER METER

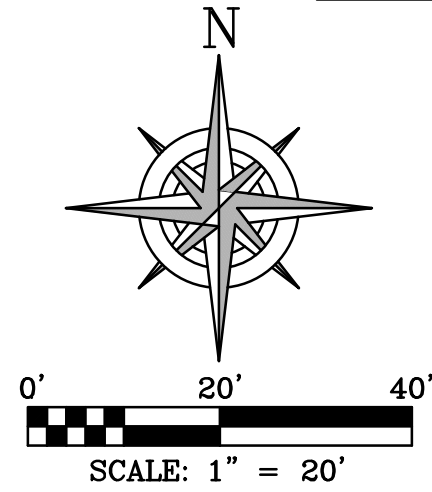
PROPOSED LEGEND

	DIRECTION OF FLOW
	EXISTING ELEVATION
	ELEVATIONS ARE BASED ON XXXX-XX
	PROPOSED ELEVATION
	ELEVATION AT TOP OF FEATURE
	ELEVATION AT BOTTOM OF FEATURE
	GRADING SUITE
	BP = BOTTOM OF WALL
	EP = EDGE OF PAVEMENT
	G = GROUND
	HP = HIGH POINT
	M = MATCH EXISTING GRADE
	(ESTIMATED INTERPOLATED VALUE)
	MP = MATCH EXISTING EP
	TC = TOP OF CURB
	TS = TOP OF SIDEWALK
	TW = TOP OF WALL
	6" CHAIN LINK FENCE
	SILT FENCE
	NUMBER OF PROPOSED PARKING SPACES
	REMOVE EXISTING TREE

ITEM 9
SUBMERGED LAND LEASE
(OR 14967, PG 1619)
(APPROXIMATE LOCATION)



LOCATION MAP
N.T.S.



CALL 811
SUNSHINE STATE
ONE CALL
OF FLORIDA
www.callsunshine.com
(800) 432-4770
MIN. 2 FULL BUSINESS DAYS
BEFORE YOU EXCAVATE

SITE DATA TABLE:
SITE LOCATION: SUNSET WAY BETWEEN
74TH AVENUE & 75TH AVENUE
ST. PETE BEACH, FL 33706

PROPERTY OWNER:
TOASTED LAND LLC
678 75TH AVENUE
ST. PETE BEACH, FL 33706

CIVIL ENGINEER & SURVEYOR:
TRANSYSTEMS
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
(727) 822-4151-TEL

EXISTING CONDITIONS, AS DEPICTED, WERE TAKEN FROM A BOUNDARY SURVEY PREPARED BY DEUEL AND ASSOCIATES, LB # 107, DATE OF FIELD SURVEY: 1/20/2021, AND A TOPOGRAPHIC SURVEY PREPARED BY HYATT SURVEY SERVICES, INC., LB # 7203, DATE OF FIELD SURVEY: 11/2020.

REV.#	DATE	REVISION	BY	CHECKED:	BAB

TRANSYSTEMS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.TRANSYSTEMS.COM

CONCEPTUAL SIDEWALK
IMPROVEMENT PLAN

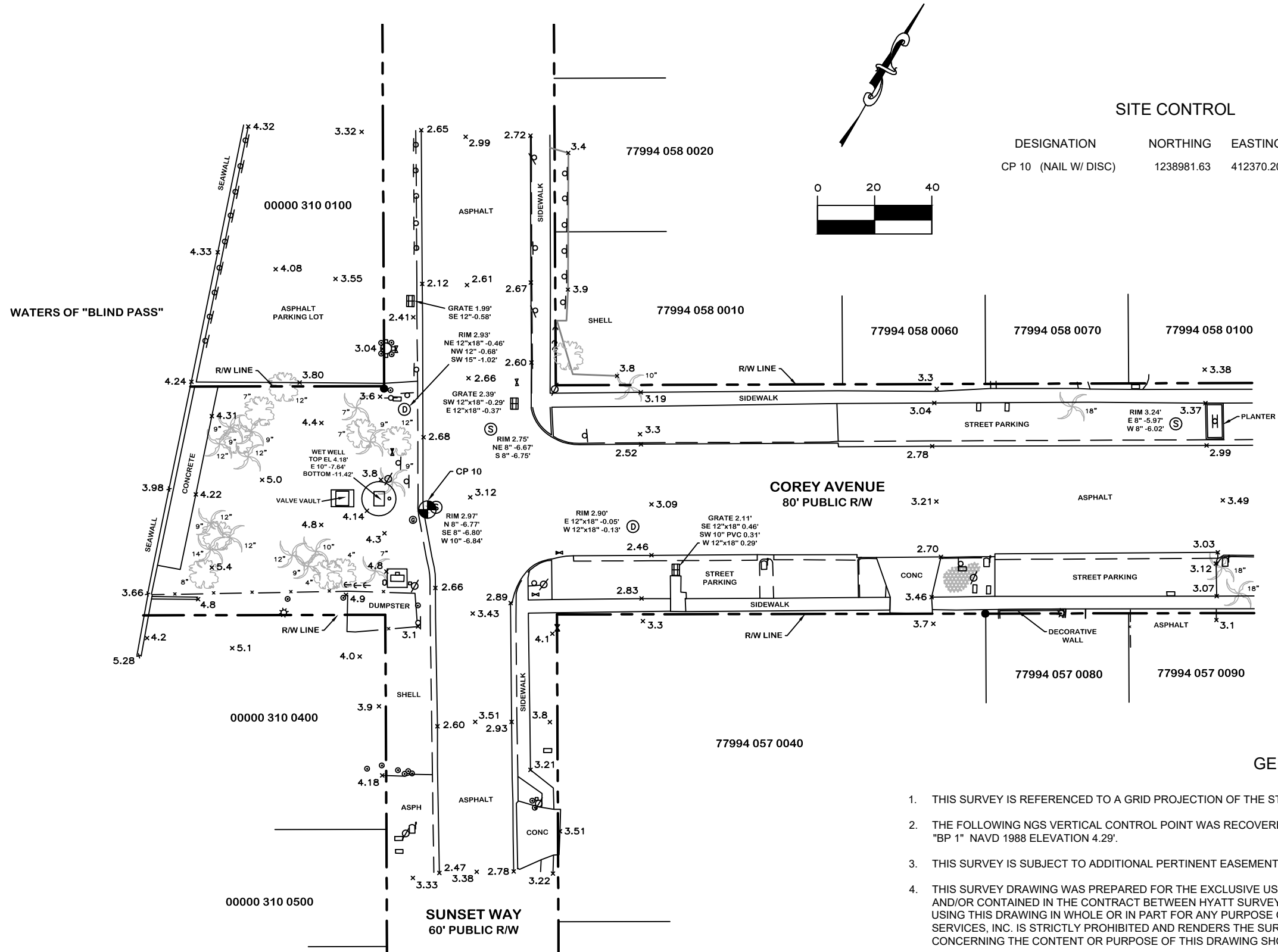
CITY OF ST. PETE BEACH

FLORIDA

I, ALBERT CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL, ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

ALBERT P. CARRIER, P.E. 53990

WORK ORDER NO.	1990-112
DATE:	FEBRUARY 23, 2021
SCALE:	1" = 20'
SHEET NO.	1 OF 1



SITE CONTROL

DESIGNATION	NORTHING	EASTING	ELEVATION
CP 10 (NAIL W/ DISC)	1238981.63	412370.20	2.812'

LEGEND

	CONTROL POINT
R/W	RIGHT-OF-WAY
PID	PARCEL IDENTIFICATION
	GRATE INLET
	SIGN
	GAS MARKER
	SEWER / RECLAIM VALVE
	SANITARY MANHOLE
	CONTROL PANEL
	BACKFLOW PREVENTER
	UTILITY POLE
	GUY WIRE
	WATER VALVE
	WATER METER
	STORM MANHOLE
	UTILITY SERVICE BOX
	FLAGPOLE
	BOLLARD
	CLEANOUT
	PALM
	TREE

GENERAL NOTES

- THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE STATE PLANE COORDINATE SYSTEM OF FLORIDA WEST ZONE (NAD 1983/2011 ADJUSTMENT).
- THE FOLLOWING NGS VERTICAL CONTROL POINT WAS RECOVERED AND UTILIZED FOR THE ELEVATIONS SHOWN HEREON:
"BP 1" NAVD 1988 ELEVATION 4.29'.
- THIS SURVEY IS SUBJECT TO ADDITIONAL PERTINENT EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.
- THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES CERTIFIED TO FOR THE EXPRESS PURPOSE STATED HEREIN AND/OR CONTAINED IN THE CONTRACT BETWEEN HYATT SURVEY SERVICES, INC. AND THE CLIENT FOR THIS PROJECT. COPYING, DISTRIBUTING AND/OR USING THIS DRAWING IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM HYATT SURVEY SERVICES, INC. IS STRICTLY PROHIBITED AND RENDERS THE SURVEYOR'S CERTIFICATION, SIGNATURE AND SEAL NULL AND VOID. ANY QUESTIONS CONCERNING THE CONTENT OR PURPOSE OF THIS DRAWING SHOULD BE DIRECTED TO HYATT SURVEY SERVICES, INC.

PROJECT #	20-2552-1
SURVEY #	20-2552-1
SEC/TWN/RGE	36-31S-15E
SCALE	1" = 40'
SURVEYED	04-2022
SHEET	1 OF 1

HYATT SURVEY SERVICES, INC.
LB No.: 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693

TOPOGRAPHIC SURVEY
FISHERMAN'S PARK
ST. PETE BEACH
PINELLAS COUNTY, FLORIDA

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Russell P Hyatt
Digitally signed by
Russell P Hyatt
Date: 2023.06.15
23:50:48 -04'00'

RUSSELL P. HYATT, PSM
FLORIDA SURVEYORS REGISTRATION NO. 5303

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	14,090,000	2,370,000	770,000	260,000	6,990,000	-	2,170,000	620,000	1,270,000	4,726,000	33,266,000
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	(346,015)	(112,888)	-	-	-	-	(96,377)	-	(47,043)	-	(602,323)
Asset management	-	-	-	-	(19,007)	-	(18,060)	-	-	-	(37,067)
Boca Ciega Drive	-	-	-	-	(18,274)	-	-	-	-	-	(18,274)
Bridge repairs	-	-	-	-	(99,193)	-	-	-	-	-	(99,193)
Corey Ave pier	-	-	-	-	(12,574)	-	-	-	-	-	(12,574)
Decorative street signage	-	-	-	-	(34,403)	-	-	-	-	-	(34,403)
Dune and beach improvements	-	-	-	-	(11,517)	-	-	-	-	-	(11,517)

Ordinance 2023-01: Exhibit A

	General	Building	Fleet	Multimodal	Capital	Resiliency	Wastewater	Reclaimed	Stormwater	ARPA	Total
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)
Misc. seawall improvements	-	-	-	-	(5,748)	-	-	-	-	-	(5,748)
PAG Way streetlights	(76,000)	-	-	-	-	-	-	-	-	-	(76,000)
Pass-a-Grille Way seawall	-	-	-	-	(7,816)	-	-	-	-	-	(7,816)

Ordinance 2023-01: Exhibit A

	General	Building	Fleet	Multimodal	Capital	Resiliency	Wastewater	Reclaimed	Stormwater	ARPA	Total
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	\$ (688,023)	\$ (112,888)	\$ -	\$ (25,000)	\$ (4,685,408)	\$ -	\$ (1,281,285)	\$ (36,801)	\$ (196,206)	\$ -	\$ (7,025,611)
Adjusted balance	12,943,952	2,257,112	695,000	110,000	516,362	-	1,223,715	413,899	954,794	5,316	19,120,150
Net budgetary gain (loss)	1,643,952	57,112	35,000	40,000	216,362	-	743,715	73,899	284,794	5,316	3,100,150
Transfers in (out)	(1,179,644)	-	-	-	1,179,644	-	-	-	-	-	-
Available	\$ 464,308	\$ 57,112	\$ 35,000	\$ 40,000	\$ 1,396,006	\$ -	\$ 743,715	\$ 73,899	\$ 284,794	\$ 5,316	\$ 3,100,150
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:											
Health insurance program	(100,000)	-	-	-	-	-	-	-	-	-	(100,000)
I&I program	-	-	-	-	-	-	(743,715)	-	-	-	(743,715)
Boca Ciega/Gulf Winds Drive	-	-	-	-	(1,300,000)	-	-	-	-	-	(1,300,000)
Contingency	-	(57,112)	-	-	(96,006)	-	-	-	-	(5,316)	(158,434)
FDOT highway landscape expenditures	-	-	-	-	(50,300)	-	-	-	-	-	(50,300)
Lateral replacement program	-	-	-	-	-	-	-	(73,899)	-	-	(73,899)
Sunset Way	-	-	-	(75,000)	-	-	-	-	-	-	(75,000)
Vehicles	-	-	(35,000)	-	-	-	-	-	-	-	(35,000)
Vulnerability assessment expenditures	-	-	-	-	-	(64,000)	-	-	-	-	(64,000)
FY23 additional expenditures total	\$ (100,000)	\$ (57,112)	\$ (35,000)	\$ (75,000)	\$ (1,446,306)	\$ (64,000)	\$ (743,715)	\$ (73,899)	\$ -	\$ (5,316)	\$ (2,600,348)
Net to (from) fund balance	\$ 364,308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 284,794	\$ -	\$ 649,102
FY23 revised expenditures (net of transfers)	\$ 22,655,548	\$ 2,001,530	\$ 273,650	\$ 685,000	\$ 22,254,160	\$ 414,000	\$ 11,094,624	\$ 1,934,430	\$ 1,802,782	\$ 4,726,000	\$ 67,841,724
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	\$ 9,670,000	\$ 2,690,000	\$ 880,000	\$ 30,000	\$ 280,000	\$ 566,500	\$ 1,280,000	\$ 1,720,000	\$ 4,160,000	\$ -	\$ 21,276,500
Ending fund balance / operating expenditures	42.7%	134.4%	N/A	N/A	N/A	N/A	11.5%	88.9%	230.8%	N/A	N/A



Land's End at Sunset Beach Community Association, Inc.

7500 Bayshore Drive
Treasure Island, Florida 33706
Ph: (727) 360-4323
Email: landsendti@gmail.com

June 22, 2023

Brandon Berry, Planner (Bberry@stpetebeach.org)
City of St. Pete Beach
155 Corey Avenue
St Pete Beach, FL 33706

Subject: Conditional Use Permit Case No. 23035 (Res. 2023-07) – Fisherman's Park

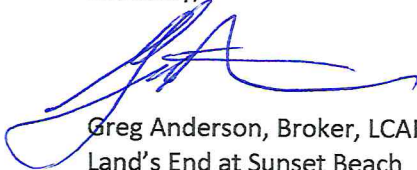
Dear Mr. Berry,

Land's End at Sunset Beach Community Association is located across the water from the proposed fishing pier/mini marina. Our condominium association represents 177 owners, and we are concerned and do not support the current proposal. Our reasons for this include:

1. The water is about 250 feet wide at that point. The pier would project out sixty feet and squeeze boat traffic to the west. We believe this will create an unsafe situation. The channel is already shallow near the middle in that area and boat traffic already pushes to the east side on the north /south lane of water and to the south side on the turn to east/west entering the Gulf. Fishing lines will go out another 20-30 feet further squeezing the channel width.
2. Boat traffic will be forced to the west side toward the shallow and sandy area that many people utilize for fishing and recreation on the border with our property on the west side of the channel. This may also create an unsafe situation.
3. A mini marina will increase boat traffic in an already congested area. Our residents deal with a lot of noise and sounds from Buoys, Toasted Monkey and Woody's echoing to our complex already in addition to more air and water impacts from more boat traffic. This proposed project will significantly adversely impact our residents.

We strongly believe the proposal should not be approved. Thank you for your consideration.

Sincerely,



Greg Anderson, Broker, LCAM, ARM
Land's End at Sunset Beach
Manager on behalf of our HOA Board