



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, December 12, 2023
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations -

a. Recognition of City staff Amber LaRowe, City Clerk, recognizes the following staff that helped to make the December 5th City Commission operate smoothly:

- Kelly Intzes
- Eileen Torres
- Candyce Galloway
- Ryan Smith
- Ginny Keeter-Bodkin
- Ariana Wilson
- Rita Bishop
- Leonard Rose

2. Approval of the Agenda -

Action Request: Motion to approve the December 12, 2023 City Commission Agenda.

3. Audience Comments -

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

part of your public comment, the presentation must be provided to the City Clerk 24- hours in advance of the meeting.

4. Consent -

- a. **November 14, 2023, City Commission Meeting Minutes**
- b. **Purchase of a Public Works Vehicle**
- c. **Corey Ave Street Closures**
- d. **Purchase of a Parks Landscape Truck**
- e. **Wright National Flood Insurance Company Renewal**
- f. **Purchase of a Parks Tractor**
- g. **Gilliam Construction LLC - Concrete, Brick and Mortar Repair & Replacement Extension**

5. Action Items -

- a. **Freebee Contract Amendment & Extension**

Action Requested: Motion to approve the amended contract with BeeFee, LLC, (aka Freebee) for the expansion microtransit services and the extension of services through fiscal year 2026.

- b. **Selection of Search Firm for City Manager**
Selection of Executive Employment Search Firm

Action Request: Motion to approve the contract for the Executive Search Firm with S. Renee Narloch and Associates for City Manager recruitment.

- c. **Lot Split #23079: 102 15th Ave**

Applicant requests City Commission approval to split the existing parcel at 102 15th Ave into two 50x100' lots as originally platted, pursuant to Land Development Code Sec. 20.14.(c).

This is a quasi-judicial hearing. The case has been continued from the November 6, 2023 meeting.

Action Options: Motion to [approve/deny] lot split request 23079.

- d. **Building Services with Joe Payne, Inc. dba JPI for Fiscal Year 2024**
Building Services with Joe Payne, Inc. dba JPI for Fiscal Year 2024

Action Request: Motion to authorize the City Manager to increase the spending threshold to \$250,000 for Building Department Services provided by Joe Payne, Inc. dba JPI for FY 24.

- e. **Renewal of iWorq Software Agreement**
Renewal of iWorq Software Agreement

Action Request: Motion to approve the City Manager to sign the new 3-year agreement for the continuation of services with iWorq Community Development Software in the amount of \$13,725.00 per year.

6. Ordinances -

- a. **First Reading of Ordinance 2023-14: Floodplain Management Regulations**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II – TECHNICAL CODES, SECTION 98-30 – MODIFICATIONS TO THE ADMINISTRATIVE AND ENFORCEMENT PROVISIONS OF THE BUILDING CODE; SECTION 98-33 FLORIDA BUILDING CODE, RESIDENTIAL;

AMENDMENTS; SECTION 98-35 FLORIDA BUILDING CODE, BUILDING; TECHNICAL AMENDMENT; SECTION 98-36 FLORIDA BUILDING CODE, EXISTING BUILDING; TECHNICAL AMENDMENT; ARTICLE V – FLOOD HAZARD MITIGATION REGULATIONS, DIVISION 2 – APPLICABILITY, SECTION 98-121.3 – BASIS FOR ESTABLISHING FLOOD HAZARD AREAS; DIVISION 3 – ADMINISTRATION, SECTION 98-122.1 – DESIGNATION; SECTION 98-122.4 – SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS; DIVISION 9 – DEFINITIONS, SECTION 98-128.4 - DEFINITIONS; DIVISION 12 – SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS, SECTION 98-131.1.1 – USE OF STRUCTURAL AND NONSTRUCTURAL FILL IN FLOOD HAZARD AREAS (ZONES AE); PROVIDING FOR FISCAL IMPACT STATEMENT; CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2023-14.

7. Resolutions -

a. Resolution 2023-24 (Conditional Use Permit #23069) & Variance #23068: 5090 Gulf Boulevard

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTION 35.3.(b)(3) OF THE LAND DEVELOPMENT CODE, TO ALLOW THE PERMANENT ESTABLISHMENT OF A SEMI-PERVIOUS COMMERCIAL PARKING LOT AT PARCEL #06-32-16-08118-000-0470, WITH ADDRESS OF 5090 GULF BOULEVARD; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

Timothy P. Driscoll, Esq. for HATTAK LLC requests a conditional use permit to permit the permanent establishment of a semi-pervious commercial parking lot (LDC Sec. 35.3.(b)(3)).

Applicant also requests variances from LDC Sec. 39.10 to allow for the lot to be utilized without requiring frontage sidewalk improvements and pedestrian amenities.

Actions Options:

1) Motion to [approve with conditions/approve/deny] Resolution 2023-24.

2) Motion to [deny/approve/approve with conditions] Variance #23068.

b. Resolution 2023-25: Surplus Public Property for Affordable Housing

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING AN INVENTORY LIST OF MUNICIPAL OR DEPENDENT SPECIAL DISTRICT PROPERTY UNDER FEE SIMPLE TITLE OWNERSHIP WHICH IS APPROPRIATE FOR USE AS AFFORDABLE HOUSING PER SECTION 166.0451 OF FLORIDA STATUTES; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

Action options: Motion to [approve/deny] Resolution 2023-25.

8. Items for Discussion -

a. Pass-A-Grille Trash Pickup Update

Review of alternatives and solutions for Pass-A-Grille trash pickup

b. Corey Area Business Association Sunday Market

Corey Area Business Association Sunday Market Review

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

10. Adjournment -

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:

Strategic Objective:

Date: December 12, 2023

Prepared By: Amber LaRowe, City Clerk

Through:

Summary of Issue: City staff worked very hard on accommodating the request for overflow seating for the December 5th City Commission meeting. Immediately following the directives by the Commission made on November 14th, the staff went into gear, putting focus on this task as a priority, while still maintaining their duties. Providing overflow options in three different locations took the help of many staff members who came together to talk it out, plan, walk it out, and repeat. All of this was done to allow me to prepare a draft concept by the Friday after the November 14th City Commission meeting. Staff continued to work on it, had another meeting, and finalized plans which allowed me to inform the Commission and the public the week before the December 5th meeting. I could not have done this without the willingness of staff who did this and continued their day-to-day functions. I cannot say enough positives about the staff's teamwork, attitudes, and desire to accommodate the public for this meeting. I believe they all deserve this on-the-spot recognition and more. Thank you to everyone!

Funding:

Attachments: 1. OTS RECOGNITION



On-the-Spot Award

The On-the-Spot award recognizes employees for going above and beyond their normal duties. Awards may be given out by a Supervisor or Director at any time during the year. On-the-Spot awards are \$20.00 gift cards.

Date: 12/7/2023

Name of recipient: Kelly Intzes

Reason for the award:

Kelly assisted the Clerk with creating space for the public inside City Hall for the December 5th Commission meeting.

She measured each row to make sure that the City maintained compliance with ADA regulations.

Kelly monitored room counts and attendance up until no public was in the building except for

those in Commission Chambers. Because of her efforts, we were able to

maximize the capacity for public seating throughout City Hall.

I could not have done this without Kelly's help.

Thank you Kelly.

Alarone, City Clerk



By checking this box, I acknowledge receipt of a \$20 gift card

Employee signature: _____ Date: _____

Supervisor signature: _____ Date: _____

Return a signed copy of this form to Human Resources



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Date: 12/7/2023

Name of recipient: Eileen Torres

Reason for the award:

Eileen assisted with efforts to accomodate the public for the December 5th Commission Meeting.

She sent out an email alerting staff where to park and when to move vehicles to ensure plenty of parking was made available

for the attendees. She coordinated the delivery of chairs for more

seating in various overflow locations in City Hall. Without Eileen's efforts

I could not have made the seating work. She also stayed until about 8 PM

to make sure that the public were directed appropriately and to be here if

any other help was needed.

Thank you Eileen!

alarome, city Clerk



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Supervisor signature: _____ Date: _____

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Date: 12/7/2023

Name of recipient: Candyce Galloway

Reason for the award:

Candyce took action immediately following the November 14th City Commission

meeting where the directions were given for staff to develop provisions for the public. She scheduled

a staff meeting for us to come together and was prepared when we met with

a list of ways that IT could set up outside. She also suggested the upstairs conference

room as another option indoors. Because Candyce was well prepared immediately, it made

my job easier so that I could figure out handling public comment. On the night of the meeting, she was present and active

making sure that everything was in working order. Candyce immediately cleaned up outside as soon as

the public left. She continued to stay and be available for anything until midnight.

Alarone, City Clerk



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Date: 12/7/2023

Name of recipient: Ryan Smith

Reason for the award:

Ryan is always responsive and professional when handling IT needs for the City Commission meetings.

He brainstormed with Candyce and staff to come up with best solutions for public overflow options.

Ryan also performed tests to make sure the streaming worked in all locations which led

to me knowing the delay to accomodate for when calling for public speakers. He also adjusted

the online form to reflect the noon deadline and made some other changes immediately

for me on the day of the meeting.

Thank you for all you do Ryan!

Alanome, City Clerk



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Date: 12/7/2023

Name of recipient: Ginny Keeter-Bodkin

Reason for the award:

Ginny brainstormed with me on various ways to facilitate public comment cards on

the day of the meeting. She volunteered to work late to sit at the card table

to make sure the public understood the process for December 5th. Up until the Commission Meeting,

Ginny continued to offer suggestions and brainstorm with me on best ways to monitor the public

inside and outside. Ginny set up the break room for me so that I could focus on the meeting, which

was a big help for me. I appreciate all that Ginny does for the City and this Office.

Thank you Ginny!

aldrone, city clerk



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Supervisor signature: _____ Date: _____

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Date: 12/7/2023

Name of recipient: Ariana Wilson

Reason for the award:

Ariana continuously updated the online portal with public comments received for December 5th.

She also printed out over a hundred speakers cards, cutting them in half, so that we had plenty

for the public. She was a sounding board for ideas, providing feedback and solutions as needed.

Ariana stayed late to sit outside to make sure the public knew the speaker card process

and answered questions as needed. This was a big help for me!

Thank you Ariana.

Alanone, City Clerk

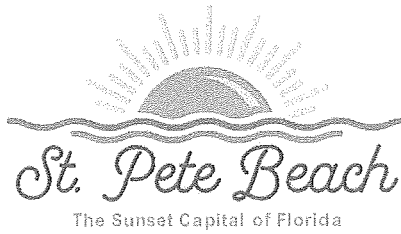


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Date: 12/7/2023

Name of recipient: Rita Bishop

Reason for the award:

Rita coordinated with the Sheriff's Office for more deputies due to the expected number

of public attendees. When it was learned that not enough deputies could commit, she took

action to figure out how to get at least one more, and was successful. She stayed until midnight

make sure the public and staff had what they needed. She cleaned up when the

outside lot was empty and helped with the upstairs areas as well.

Rita's efforts helped me be able to focus on the meeting in Chambers and not worry about

the overflow locations. I appreciate your work, Rita!

Alanome, City Clerk



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Date: _____

Supervisor signature: _____

Date: _____

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Date: 12/7/2023

Name of recipient: Leonard Rose

Reason for the award:

Leonard took charge of the outside seating for the December 5th meeting. He
stacked all the chairs from Recreation and brought them over. He then set up the outside seating
with extra chairs on standby if necessary. When it was made apparent that the
public no longer needed the outside seating, Leonard collected all of the chairs and brought them back
to Recreation and put them all back. He did all of this while maintaining his regular
duties that day. Because Leonard was so helpful, it allowed other staff to focus on
handling the other rooms and facilitate other tasks. Thank you Leonard!

Alatome, City Clerk



By checking this box, I acknowledge receipt of a \$20 gift card

Employee signature: _____ Date: _____

Supervisor signature: _____ Date: _____

Return a signed copy of this form to Human Resources

DRAFT
City Commission Meeting
November 14, 2023
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrilu, Mayor
Mark Grill, Vice Mayor, Commissioner, District 2
Chris Graus, Commissioner, District 1
Ward Friszolowski, Commissioner, District 3
Chris Marone, Commissioner, District 4

STAFF PRESENT:

Andrew Dickman, City Attorney
Wayne Saunders, City Manager
Amber LaRowe, City Clerk
Matthew McConnell, Assistant City Attorney
Jennifer McMahon, Chief Operating Officer
Julie Anderson, Building Division Manager
Alaina Grundy, Transportation Planner

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

1. APPROVAL OF THE AGENDA

Vice Mayor Grill requested the addition of a discussion item on board members as public officials (item 7.b.).

Commissioner Marone requested the addition of a discussion item on an update from Legal on the U.S. Army Corp of Engineers and beach renourishment (item 7.c.).

Motion: Commissioner Graus moved, Vice Mayor Grill seconded, and the motion carried 5-0 to approve the November 14, 2023 City Commission Agenda as amended.

2. AUDIENCE COMMENTS

Jolynn Lawson, resident, gave comments to the Commission via a handout (made a part of the record) on the Protect St. Pete Beach views of development, the Sirata, and the Planning Board meeting yesterday.

Neal Blackburn, resident, commented on Pass-A-Grille alleyway trash pickup.

Claudine Reece, resident, gave comments on the Sirata Planning Board meeting yesterday.

Edna Hicks, resident, shared her comments on the Planning Board meeting yesterday, the Sirata, and developments.

Dana Richardson, resident, echoed similar comments to those made by Ms. Reece and Ms. Hicks.

John Kurzman, resident, shared his opinions on the Comprehensive Plan. His slides as displayed during the meeting are made a part of the record.

Attorney Dickman commented on quasi-judicial proceedings, the Planning Board meeting, and offered his time to any resident, or group of residents, that would like to hear more information on how quasi-judicial meetings

must be handled as required by Florida Statute.

3. CONSENT

- a. November 6, 2023 City Commission Meeting Minutes

Motion: Commissioner Friszolowski moved, Commissioner Marone seconded, and the motion carried 5-0 to approve the November 14, 2023, City Commission Consent Agenda.

4. ACTION ITEMS

- a. **Pinellas County Multi-Jurisdictional Community Rating System Annual Report for Program for Public Information, Flood Insurance Improvement Plan, and Flood Response Plan dated January 2023**

Julie Anderson, Building Services Manager, explained that this Report is prepared by Pinellas County in conjunction with input from City staff and resident stakeholders. She discussed the timeline and the Community Rating System (CRS) points for participation and adoption of this annually. It was noted that Bill Palmer's name was still outlined throughout the report even though he no longer works here. Ms. Anderson stated that is because this Report takes approximately a year to complete, and the County must have continued to use the incorrect information prior to publishing; it will be corrected in the Report that they are working on for January 2024.

Motion: Vice Mayor Grill moved, Commissioner Marone seconded, and the motion carried 5-0 to approve the Pinellas County Multi-Jurisdictional Community Rating System Annual Report for Program for Public Information, Flood Insurance Improvement Plan, and Flood Response Plan dated January 2023.

5. ORDINANCES

- a. **Public Hearing Ordinance 2023-15: Fire Pension Membership to Florida Retirement System**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA RELATED TO MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

This Ordinance is required as part of the transfer of the Fire Pension Plan into the Florida Retirement System.

Attorney McConnell noted the Business Impact Statement attached (no impact) and that no changes have been made since last week's first reading.

Motion: Commissioner Graus moved, Commissioner Friszolowski seconded, and the motion carried 5-0 to adopt Ordinance 2023-15.

6. RESOLUTIONS

- a. **Resolution 2023-22: Records Management Policy**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ADOPTING A RECORDS MANAGEMENT POLICY ADDRESSING RECORDS RETENTION AND DISPOSITION; PROVIDING FOR SEVERABILITY, CONFLICT, CORRECTION OF SCRIVENER'S ERROR; AND AN EFFECTIVE DATE.

Amber LaRowe, City Clerk, stated that this was developed by her office to further facilitate appropriate records management in compliance with Florida Law. The City must have an effective records management plan in place so that staff can have a reference point to ensure compliance; the Clerk's Office will be preparing training to go together with this Policy if adopted.

Mrs. LaRowe outlined two changes to the Policy:

- In the section about text messages, she will add language that states employees will be responsible for maintaining business-related text messages in accordance with the appropriate records management schedule and/or forward that text message to the Clerk's Office for compliance.
- Regarding auditing, Mrs. LaRowe will add language in the Policy that indicates audited information will be shared with the City Commission and City Manager's Office.

Motion: Commissioner Friszolowski moved, Commissioner Marone seconded, and the motion carried 5-0 to adopt Resolution 2023-22 with the above changes as mentioned.

7. ITEMS FOR DISCUSSION

a. Freebee FY24 Service Expansion Discussion

Jennifer McMahon, Chief Operating Officer, explained that the Looper option as discussed during the budget meetings would not be infeasible, per Freebee. Instead, Freebee is suggesting that the City implement four additional vehicles during the high season of February through July or increase two vehicles for the entire year. Freebee recommends adding vehicles during the following peak schedule for all 7-days:

- 4-9 PM Monday - Thursday
- 3-10 PM Friday and Saturday
- 10-8 PM Sunday

Mrs. McMahon stated that either of the above options would give the City a total of either 6 or 8 vehicles during the highest demand periods of each day. Freebee is asking that the City commit to extending the contract for an additional two years to ensure that Freebee will recoup the investment that they will make to accomplish either of the two options; the hourly rate of \$30.60/hour would remain.

Vice Mayor Grill commented on the lack of data that he had been requesting since earlier this year. Mayor Petrila echoed the same and discussed the resident versus visitor information that he would like the City to have.

Discussion continued on the service Freebee provides, peak times, and wait times. Mrs. McMahon stated that she understood the goal to be a level of service for a wait time not to exceed 15 minutes.

Mayor Petrila continued to discuss the need for Freebee to prioritize the residents who book the service. Alaina Grundy, Transportation Planner, stated that she has discussed this with Freebee, and they have informed the City that they do not have the system in place to collect the data where the information would effectively identify residents versus visitors. Freebee stated that the City can create the code/application and they will utilize that as part of their service to the City. The Mayor was displeased with this and would like to have a representative from Freebee to attend a Commission meeting to further educate them on why their software program cannot accomplish this and why the City must take the burden of creating something for them to utilize.

At this time, Mrs. McMahon encouraged the Commission to decide which option they would like staff to move forward with on Freebee services, and then staff can bring this back to the Commission soon with a Freebee representative and more data.

The consensus of the Commission was to move forward with Freebee adding four additional vehicles during peak season (February through July) and for staff to bring the contract back to a City Commission meeting for approval. Staff will schedule a meeting for Freebee to come and speak to the Commission and bring more data.

John Kurzman, resident, provided comments to the Commission on the need for more data especially as it relates to how long the cars are on the road versus charging.

Dana Richardson, resident, mentioned the need for commercial establishments to provide funds to assist with the increase in Freebee to accommodate their patrons and to ensure that the residents are still able to utilize Freebee at an appropriate time.

b. Board Members as Public Officials

Vice Mayor Grill mentioned some recent social media posts made by board members that perpetuate misinformation.

Attorney Dickman discussed the Ethics Statute and the City's Code that outline the expected requirements for elected officials and board members. This Code was discussed, in detail, during the June Sunshine/Ethics training held in Chambers.

Discussion continued. It was decided that each elected official would remind their appointees of the expectations of social media and that they should do their best to post fact-based information.

c. Legal Update on the U.S. Army Corp of Engineers (USACE) and Beach Renourishment

Attorney Dickman discussed the changes to USACE and their ability to fund renourishment if perpetual easements are provided. This is an evolving issue with discussion being had with the City and USACE. Silver Sands is a property in the City that needs to provide the USACE with perpetual easements for the work to be done across the entire City beaches that need renourishment. Legal, the County, USACE, and Silver Sands met recently to discuss their concerns and the easements. Attorney Dickman stated this is an evolving issue with discussions continuing.

Commissioner Marone would like the City to pursue a strategy with the help of the City Attorney on obtaining these easements. Attorney Dickman will request a meeting with Silver Sands and the City Manager and provide information to the Commission as soon as possible.

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

Amber LaRowe, City Clerk – mentioned the close of qualifications for the District 1 and District 3 Commissioner seats concludes at noon on Friday, November 17th.

City Clerk LaRowe reminded the Commission that the Sirata Conditional Use Permit will be the only item on the December 5th Agenda. The meeting starts at 6:00 p.m. and will be located at City Hall; yesterday's Planning Board meeting took approximately 6 hours, so that may be an indication of the City Commission meeting.

The Commission questioned the location of the meeting being held in the Commission Chambers versus the Boca Ciega Ballroom at the Community Center. Mrs. LaRowe gave the pros and cons of having at the Community Center, most noticeable is the difference in the video recording and the capability of streaming it live for the public at home. Discussion continued with Commissioner Marone and Commissioner Friszolowski expressing concerns about the ability to view the presentation, to hear, the acoustics, etc.

IT confirmed that having a public meeting at the Community Center would look nothing like it does today especially due to lack of amplified sound and audio/video. Mrs. LaRowe confirmed with IT that having the meeting viewable outside in the City Hall parking lot would be a viable option. Mayor Petrila expressed his concerns about seating and the public being able to hear their name being called for public comment.

The Commission discussed the time of the meeting with a decision being made to move the meeting to 5:00 p.m. Attorney Dickman reminded the Commission that they have the authority to require the applicant to keep their presentation to a certain length of time and can also reduce public comment from 3 minutes, if necessary. The Commission did not want to limit any time for the public or applicants at this time.

It was decided that staff would work on a plan for the seating, viewing, and public comment and prepare a tentative plan for the Commission by the end of the day Friday.

Commissioner Marone – discussed the garbage pickup update for the Pass-A-Grille alleyways that will be summarized and presented to the Commission in December.

Discussed pet issues on the beach and reminded everyone that the City is dog friendly, but that the City is not a dog beach City.

Vice Mayor Grill -- mentioned the watering restrictions in place as established by the Southwest Florida Water Management District.

Mayor Petrila adjourned the meeting at 9:14 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to authorize the purchase of a 2023 Ford F-350 truck with a 10' dump body in the amount of \$74,774.50 from Walker Ford of Clearwater for assignment to the Public Works Department Streets Division.

Strategic Objective:

Date: December 12, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: This purchase replaces the 2009 Ford F-350 stake body truck scheduled for replacement in the Fiscal Year 2024 Budget Fleet Summary in FY24. The replacement of a dump truck will provide optimized use by the Public Works Department in narrower work areas, such as alleyways, to supplement the existing fleet, which includes a larger Ford F-550 dump truck.

Funding: Fleet Fund - 205-5641

Attachments: 1. Procurement Obtained F350 Dump Truck Quotes



Commercial Vehicle Center

PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE

DATE	STOCK#	YEAR	MAKE	MODEL	BODY TYPE	COLOR	MILEAGE	VIN NUMBER
11/6/2023	Q0899	2023	FORD	F-350	10' LANDSCAPE DUMP	WHITE	235	1FD8W3GN1PED50279

DRIVER'S LICENSE NUMBER

PURCHASER CITY OF ST PETE BEACH

DOB

PURCHASER

DOB

E-MAIL jtaylor@stpetebeach.org

ADDRESS	155 COREY AVENUE
---------	------------------

CITY: ST. PETE BEACH

ST: FL

ZIP: 33706

PHONE

BUS.

727-363-9279

SALESPERSON

JIM ANDREWS

TRADE 1		LIEN INFORMATION			DESCRIPTION	
STOCK NO		LIEN TO			FACTORY SUGGESTED RETAIL	
YEAR		ADDRESS			DEALER DISCOUNT	\$ -
MAKE		CITY			PURCHASE PRICE	\$ 73,673.00
MODEL		STATE	ZIP			\$ -
BODY TYPE		PHONE:				\$ -
COLOR		ACCT #				\$ -
MILEAGE		AMOUNT	\$ -	PD	ELECTRONIC FILING FEE	\$ 99.00
VIN #		UNTIL	BY	JIM ANDREWS	TOTAL INCLUDING ADDED EQUIPMENT	\$ 73,772.00

TRADE 2		LIEN INFORMATION			LESS TRADE ALLOWANCE		\$ -		
STOCK NO		LIEN TO				TRADE DIFFERENCE		\$ 73,772.00	
YEAR		ADDRESS				WASTE TIRE & LEAD-ACID FEE		\$ 7.50	
MAKE		CITY				This charge is regulated by the State of Florida. It represents costs and profits related to the vehicle being sold and documents related to this sale. Also included are portions of regulated services ie Safegaurds Rule, Privacy Act, PFAC, and any items monitored for compliance.			
MODEL		STATE		ZIP					
BODY TYPE		PHONE:							
COLOR		ACCT #							
MILEAGE		AMOUNT	\$ -	PD		SERVICE, HANDLING FEE		\$ 995.00	
VIN #		UNTIL		BY	JIM ANDREWS	TAXABLE PRICE		\$ 74,774.50	

NEW VEHICLE- The following applies to this NEW Vehicle transaction (including NEW demonstrator vehicles) important Notice- READ CAREFULLY BEFORE SIGNING AS-IS AND WITH ALL FAULTS. The only warranties applying to the vehicle are those offered by the manufacturer or, if applicable, by the manufacturer of the non-factory installed equipment. The dealer expressly disclaims all warranties, wither express or implied, including any implied warranty of merchantability and implied warranty for fitness for a particular purpose and the dealer neither assumes nor authorizes any other person to assume for it liability in connection with the sale of thes vehicle. Buyer shall not be entitled to recover from the dealer an consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any incidental damages

FLORIDA SALES TAX	\$ -
COUNTY SURTAX	\$ -
OTHER STATE SALES TAX	\$ -
	\$ -
TOTAL	\$ 74,774.50
TITLE & REGISTRATION FEE	\$ -
WARRANTY TRUST FUND	\$ -
ESP WARRANTY (INCLUDE SALES TAX)	\$ -
SUB TOTAL	\$ 74,774.50
PLUS TRADE BALANCE DUE	\$ -
TOTAL DUE	\$ 74,774.50

INSURANCE INFORMATION

INSURANCE CO.

POLICY NO.

AGENT: _____ PHONE: _____

VERIFIED:	TIME
-----------	------

DATE 11/6/2023

This Commercial Buyers Order is not binding upon WalkerFord Company, Inc. until this Commercial Buyers Order is accepted and signed by a manager of Walker Ford company, Inc. and the purchaser

PURCHASER

PURCHASER

WALKER FORD COMPANY, INC.

Accepted by:

DON DITHMER JR.

Commercial/Fleet Sales Manager

DATE: 11/6/2023

RECEIPT #	AMOUNT	DATE	INITIALS MGR.

REMARKS:


ford.com

VEHICLE DESCRIPTION

SUPER DUTY

2024 F350 DRW 4X4 REG CHAS
XL 169" WB CHASSIS CAB
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

RD A00978

EXTERIOR
OXFORD WHITE

INTERIOR
MEDIUM DARK SLATE VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- HEADLAMPS - AUTOLAMP (ON/OFF)
- HEADLAMPS - WIPER ACTIVATED
- MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS- INTERMITTENT

INTERIOR

- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- UPFITTER SWITCHES

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- REMOTE KEYLESS ENTRY
- STABILIZER BAR, FRONT/REAR
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER

PREFERRED EQUIPMENT PKG.640A

6.7L POWER STROKE V8 DIESEL

10-SPEED AUTO TORQSHIFT

4.10 RATIO LIMITED SLIP AXLE

PLATFORM RUNNING BOARDS

14000# GVWR PACKAGE

50 STATE EMISSIONS

120V/400W OUTLET

SPARE TIRE AND WHEEL

JACK

40 GAL AFT OF AXLE FUEL TNK

350 AMP ALTERNATOR

HEAVY SERVICE FRONT SUSPENSION

DUAL BATTERY

REAR VIEW CAMERA & PREP KIT

STAINLESS STEEL WHEEL COVERS

(MSRP)

9,995.00

NO CHARGE

395.00

320.00

NO CHARGE

175.00

350.00

NO CHARGE

NO CHARGE

NO CHARGE

125.00

NO CHARGE

415.00

480.00

PRICE INFORMATION

BASE PRICE

TOTAL OPTIONS/OTHER

TOTAL VEHICLE & OPTIONS/OTHER

DESTINATION & DELIVERY

(MSRP)

\$52,525.00

12,255.00

64,780.00

1,995.00

RAMP ONE

CA21

RAMP TWO

CONVOY

ITEM #:

24-F011 O/T 2

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

PL031 N RB 2X 420 002351 11 03 23

California Air Resources Board

Diesel Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)

A+

C-

D

Cleaner

Smog Rating (tailpipe only)

A+

B

D

Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



46 BUILT Ford YEARS TOUGH F-SERIES' AMERICA'S BEST SELLING TRUCKS'

The FordPass® Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977-2022 CY total sales.

**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

1FDRF3HT6RDA00978



Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN QR TEXT 1FDRF3HT6RDA00978 TO 48028

Mag & Data rates may apply. Text HELP for help



www.ford.com/help/privacy-terms/

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ford.com

VEHICLE DESCRIPTION

2023 F350 DRW 4X4 REG CHAS

XL 169" WB CHASSIS CAB

6.7L POWER STROKE V8 DIESEL

10-SPEED AUTO TORQSHIFT

EXTERIOR

OXFORD WHITE

INTERIOR

MEDIUM DARK SLATE VINYL

PE

C79558

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

• HEADLAMPS - AUTOLAMP (ON/OFF)

• HEADLAMPS - WIPER ACTIVATED

• MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS

• ROOF CLEARANCE LIGHTS

• TOW HOOKS

• TRAILER BRAKE CONTROLLER

• TRAILER SWAY CONTROL

• TRAILER TOW WIRE HARNESS

• WIPERS- INTERMITTENT

INTERIOR

• AIR COND, MANUAL FRONT

• BLACK VINYL FLOOR COVERING

• OUTSIDE TEMP DISPLAY

• PARTICULATE AIR FILTER

• POWER LOCKS AND WINDOWS

• STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

• UPFITTER SWITCHES

FUNCTIONAL

• 4-WHEEL ANTILOCK BRAKE SYS

• FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM

• HILL START ASSIST

• JEWEL EFFECT HEADLAMPS

• REMOTE KEYLESS ENTRY

• STABILIZER BAR, FRONT/REAR

• SYNC®4 W/8" SCREEN

SAFETY/SECURITY

• ADVANCETRAC™ WITH RSC®

• AIRBAGS - SAFETY CANOPY®

• BELT-MINDER CHIME

• DRIVER/PASSENGER AIR BAGS

• SECURILOCK® ANTI-THEFT SYS

• SOS POST-CRASH ALERT SYS™

WARRANTY

• 3YR/36,000 BUMPER / BUMPER

• 5YR/60,000 POWERTRAIN

• 5YR/60,000 ROADSIDE ASSIST

• 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER

PREFERRED EQUIPMENT PKG.640A

6.7L POWER STROKE V8 DIESEL

10-SPEED AUTO TORQSHIFT

LT245/75R17E BSW ALL-TERRAIN

4.10 RATIO LIMITED SLIP AXLE

FRONT LICENSE PLATE BRACKET

PLATFORM RUNNING BOARDS

FORD PRO UPFIT INTEGR REMOVAL

14000# GVWR PACKAGE

ENGINE BLOCK HEATER

50 STATE EMISSIONS

120V/400W OUTLET

SNOW PLOW PREP PACKAGE

SPARE TIRE AND WHEEL DELETE

JACK

40 GAL AFT OF AXLE FUEL TNK

410 AMP ALTERNATOR

DUAL BATTERY

REAR VIEW CAMERA & PREP KIT

XL CHROME PACKAGE

.FOG LAMPS

.BRIGHT GRILLE

.REMOTE START SYSTEM

(MSRP)

9,995.00

NO CHARGE

165.00

395.00

NO CHARGE

320.00

- 400.00

100.00

NO CHARGE

175.00

250.00

- 85.00

55.00

NO CHARGE

115.00

NO CHARGE

415.00

225.00

PRICE INFORMATION

BASE PRICE

50,525.00

TOTAL OPTIONS/OTHER

11,725.00

TOTAL VEHICLE & OPTIONS/OTHER

62,250.00

DESTINATION & DELIVERY

1,895.00

RA4F

RAIL

ITEM #:

21-5045 O/T 59

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER

R665 R 6B 2AI 335 000567 04 25 23

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

EPA DOT

Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fueleconomygov

Calculate personalized estimates and compare vehicles

46 BUILT Ford YEARS TOUGH F-SERIES® AMERICA'S BEST SELLING TRUCKS®

The FordPass® Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977-2022 CY total sales.

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Ford FORD PROTECT® Continued Service Plan

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

1FDRF3HT9PEC79558



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FPEC79558 TO 48028

Mag & Data rates may apply. Text HELP for help



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Finding the Right Work Truck in Hardeeville

O. C. Welch Ford Lincoln, Inc: [\(843\) 305-4980](tel:843-305-4980) (tel:+1-843-305-4980)

4920 Independence Blvd Hwy 278, Hardeeville, SC 29927

2023 Ford F-350 Regular Cab DRW 4x4, Monroe Truck Equipment Z-DumpPRO™ Dump Truck (Stock #00T79558)



Photos may be stock images.



Photos may be stock images.

Price \$86,781

Contact O. C. Welch Ford Lincoln, Inc for more info.

[\(843\) 305-4980](tel:843-305-4980) (tel:+1-843-305-4980)

Vehicle available NOW in Hardeeville, SC

Chassis Details

Mileage	12
---------	----

Stock Number	00T79558
Stock Type	New
Year	2023
Make	Ford
Model	F-350
Class	3
Drive Train	4x4
Cab Type	Regular
Vehicle Trim	XL
Exterior Color Description	Oxford White
Engine Cylinder Count	8
Engine	Intercooled Turbo Diesel V-8 6.7 L/406
Transmission Type	Automatic
Rear Wheels	Dual
Fuel Type	Diesel
Engine Make	Ford
Engine Size (L)	6.7

Body Details

Manufacturer	 monroe a brand of aebl schmidt
Body Type	Dump Truck
Body Line	Z-DumpPRO™
Body Model	DrumpPro
Body Material	Steel
Body Length	11'
Body Inside Width	87"
Body Weight	1795
Body Capacity	4-5 Yards
Body Color	Black
Bulkhead Description	Heavy Duty Front Bulkhead, Tapered Cab Protector & Tapered Laser Cut Window
Cab Shield Description	12" Tapered
Cab Shield Material	Steel
Cargo Control Description	Tie Loops

Brake Type	Hydraulic
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Cargo Control Quantity	2
Cargo Control Location	Under Body
Floor Thickness	3/16"
Hitch Type	Receiver
Hitch Description	in 1/2" Plate
Hitch Size	2.5"
Hoist Type	Electric
Hoist Style	Double Acting
Lighting Type	LED
Lighting Description	FMVSS108 Lights & Reflectors
Lighting Location	Exterior
Mud Flaps Description	Mud Flaps
Side Type	Fold Down
Side Height	16"
Side Gauge	12
Tailgate Description	Single-Lever Release, Quick Drop Tailgate

Tailgate Height	22"
Has Trailer Plug	Yes
Understructure Description	Undercoating
Camera Description	Factory Backup Camera
Tarp Description	US Tarp: Hand-Crank Rewind Tarp with Rear Pull Bar
Toolbox Type	Under Body
Toolbox Quantity	1
Toolbox Height	18"
Toolbox Length	36"
Toolbox Depth	18"
Toolbox Color	Black

Z-DumpPRO™ Features

The Z-DumpPRO™ is designed to maximize efficiency, so you can haul materials with confidence, and focus on profitability.

Standard Features:

- 2.5 Receiver Hitch on ICC Bumper

- 7-Way RV Trailer Plug
- 100% Powder Coat Finish
- 5-Year Limited Warranty (3 Year Powder Coat)

Z-DumpPRO™ Options:

- 2 LED Rear Strokes - Included with Elite
- Mini Light Bar on Self Leveling Bracket - Included with Elite
- Poly Fenders - Included with Elite
- Hand-Crank Tarp - Included with Elite
- Spring Return Tarp
- Steel, Aluminum, and Stainless Steel Underbody Toolboxes

Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the information contained on this site, absolute accuracy cannot be guaranteed. This site, and all information and materials appearing on it, are presented to the user "as is" without warranty of any kind, either express or implied. All vehicles are subject to prior sale. Price does not include applicable tax, title, license fees, and destination charges. ‡Vehicles shown at different locations are not currently in our inventory (Not in Stock) but can be made available to you at our location within a reasonable date from the time of your request.

Vehicle Options

ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20 -inc: Operator Commanded Regeneration (OCR) Diesel Exhaust Fluid (DEF) tank intelligent oil-life monitor and manual push-button engine-exhaust braking 250 Amp Alternator Dual 68 AH/65 AGM Battery, Four Wheel Drive, Power Steering, Dual Rear Wheels, ABS, 4-Wheel Disc Brakes, Brake Assist, Steel Wheels, Tires - Front All-Season, Tires - Rear All-Season, Tow Hooks, Heated Mirrors, Power Mirror(s), Integrated Turn Signal Mirrors, Intermittent Wipers, Variable Speed Intermittent Wipers, Daytime Running Lights, Automatic Headlights, AM/FM Stereo, Adjustable Steering Wheel, WiFi Hotspot, Keyless Entry, Cruise Control, A/C, Vinyl Seats, Split Bench Seat, Driver Adjustable Lumbar, Passenger Vanity Mirror, Remote Engine Start, MP3 Player, Steering Wheel Audio Controls, Bluetooth Connection, Telematics, Auxiliary Audio Input, Smart Device Integration, Power Windows, Immobilizer, Traction Control, Front Side Air Bag, Lane Departure Warning, Front Collision Mitigation, Driver Air Bag, Passenger Air Bag, Passenger Air Bag On/Off Switch, Front Head Air Bag, GVWR: 14, 000 lb Payload Package, 4 Speakers, AM/FM radio, AM/FM Stereo w/MP3 Player, Air Conditioning, Power steering, Power windows, Remote keyless entry, Steering wheel mounted audio controls, Traction control, 4-Wheel Disc

Brakes, ABS brakes, Dual front impact airbags, Dual front side impact airbags, Emergency communication system: SYNC 4 911 Assist, Front anti-roll bar, Overhead airbag, Passenger cancellable airbag, Rear anti-roll bar, Brake assist, Delay-off headlights, Fully automatic headlights, Panic alarm, Cruise Control, Dual rear wheels, Heated door mirrors, Power door mirrors, Turn signal indicator mirrors, Compass, Front reading lights, Illuminated entry, Outside temperature display, Overhead console, Passenger vanity mirror, SYNC 4 Communications & Entertainment System, Tachometer, Telescoping steering wheel, Tilt steering wheel, Trip computer, Front Center Armrest w/Storage, 17 Argent Painted Steel Wheels, Variably intermittent wipers, 3.73 Axle Ratio, you can also visit us at www.goseeoc.com www.goseeocford.com South Carolina's Largest Ford Lincoln Dealer since 1985

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Authorize Approval of Requested Corey Avenue Street Closures and Wet Zones.

Strategic Objective: Economic Development

Date: December 12, 2023

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The following request for a street closure and wet zone has been made from St Pete Beach businesses:

Twisted Tiki – is requesting Corey Ave to be closed from Blind Pass Road to the walkway by the theater on the 300 block from 5pm – 11:59pm on September 16, 2024. This is an anniversary party and would include a wet zone.

Eizabeth's Boutique – is requesting Corey Ave to be closed from Blind Pass Road to the walkway by the theater on the 300 block from 5pm – 11:59pm on February 13 for Mardi Gras and April 3, 2024, for an anniversary event. These would include a wet zone.

Swigwam – is requesting Corey Ave to be closed from Blind Pass Road to the walkway by the theater on the 300 block from 10am – 11:59pm on March 16, 2024, for an anniversary event. This would include a wet zone.

CABA is requesting the following closures on February 3 & 4, 2024 for the Seafood Festival, and May 18, 2024, for the Mermaid event. The closures and wet zones would begin at 10am until 11:59pm each day on the 300 and 400 blocks of Corey Ave from Gulf Blvd to Boca Ciega Dr and Boca Ciega Dr and Blind Pass roads from mid-block between 75th and Corey to mid-block between 73rd and Corey Ave.

CABA is also requesting the following closure on May 18, 2024, for the Mermaid Event. The closures would begin at 10am until 11:59pm on the 300 and 400 blocks

of Corey Ave from Gulf Blvd to Boca Ciega and Blind Pass from mid-block between 75th and Corey Ave to mid-block from 73rd and Corey Avenue.

The 2024 Arts and Craft Shows will include street closures that begin from 6am on a Saturday until 6pm on Sunday. The closures would begin at 6am until 11:59pm each day on the 300 and 400 blocks of Corey Ave from Gulf Blvd to Boca Ciega Dr and Boca Ciega Dr and Blind Pass roads from mid-block between 75th and Corey to mid-block between 73rd and Corey Ave. On Sunday only the closure extends to the 200 block of Corey Ave between Mangrove and Boca Ciega. The events are on the following dates:

January 6 & 7

April 13 & 14

June 1 & 2

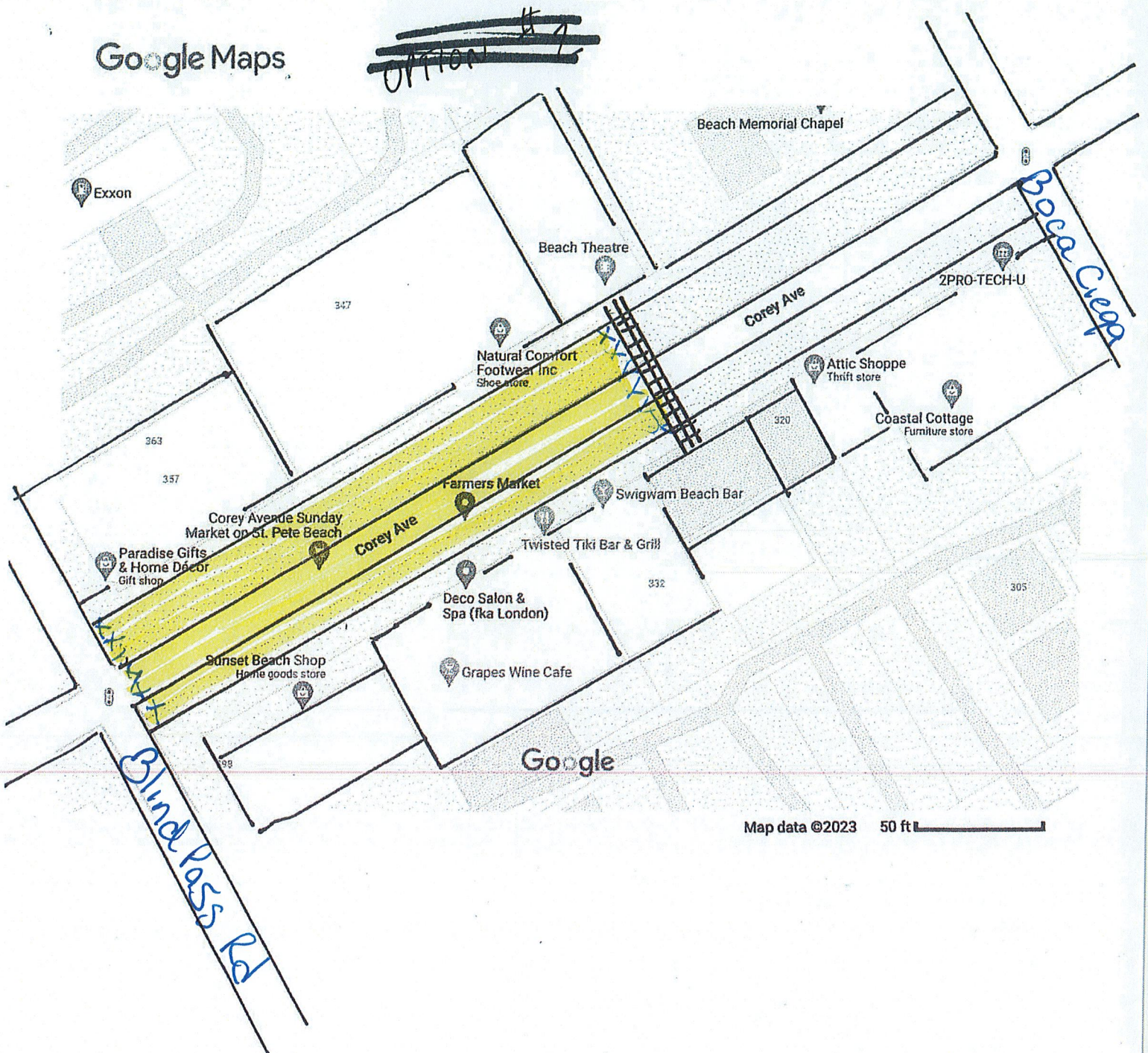
October 26 & 27

December 7 & 8

City staff will review with the applicants their event application and issue the permit once all criteria and insurance requirements have been met, which may include off-duty sheriff's deputies and EMS stand-by.

Funding: N/A

Attachments: 1. 2024 Corey Street Closure Maps



Street Closure for Feb 13, March 16, April 3
+ September 16, 2024

Closure is

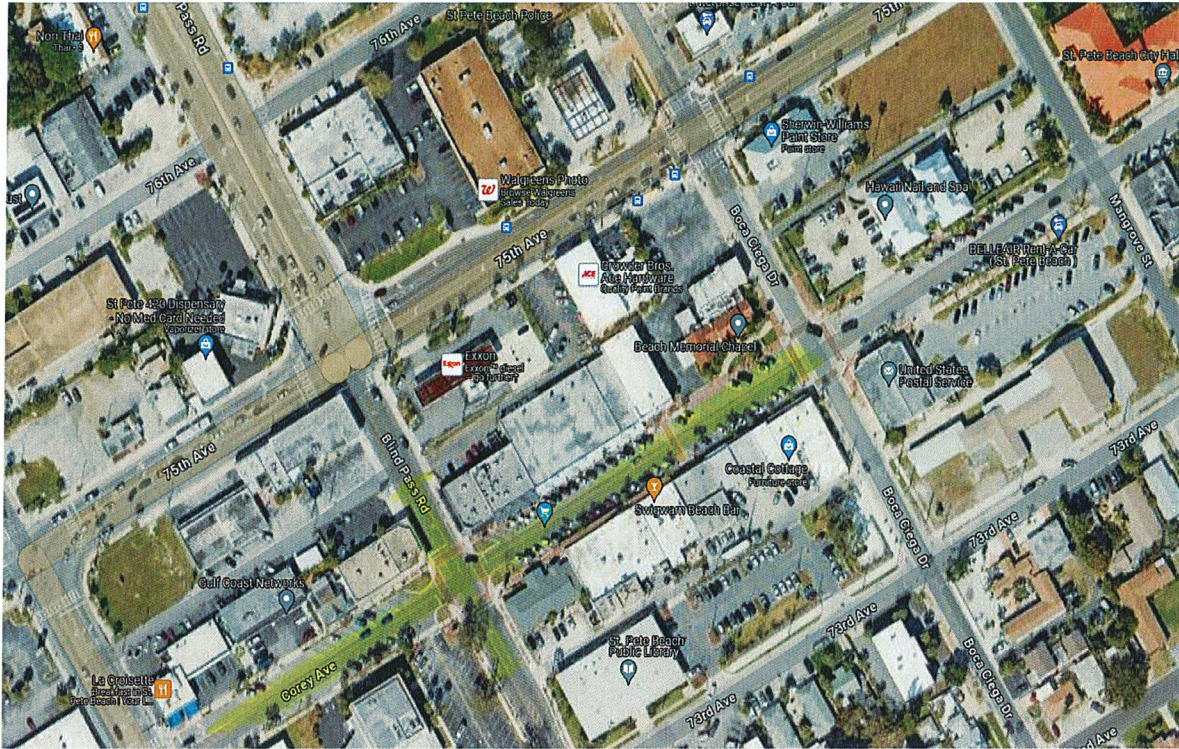
Corey Avenue between Blind Pass Rd and
walkway in front of
the theater (300 Block)



Seafood Festival - Feb 3+4, 2024

Closures:

- ① Corey Ave from Gulf Blvd to Boca Ciega Dr
- ② Boca Ciega Dr from Mid Block between 75th + Corey to Mid Block between 73rd + Corey Ave
- ③ Blind Pass from Mid Block between 75th + Corey to Mid Block between 73rd + Corey Ave



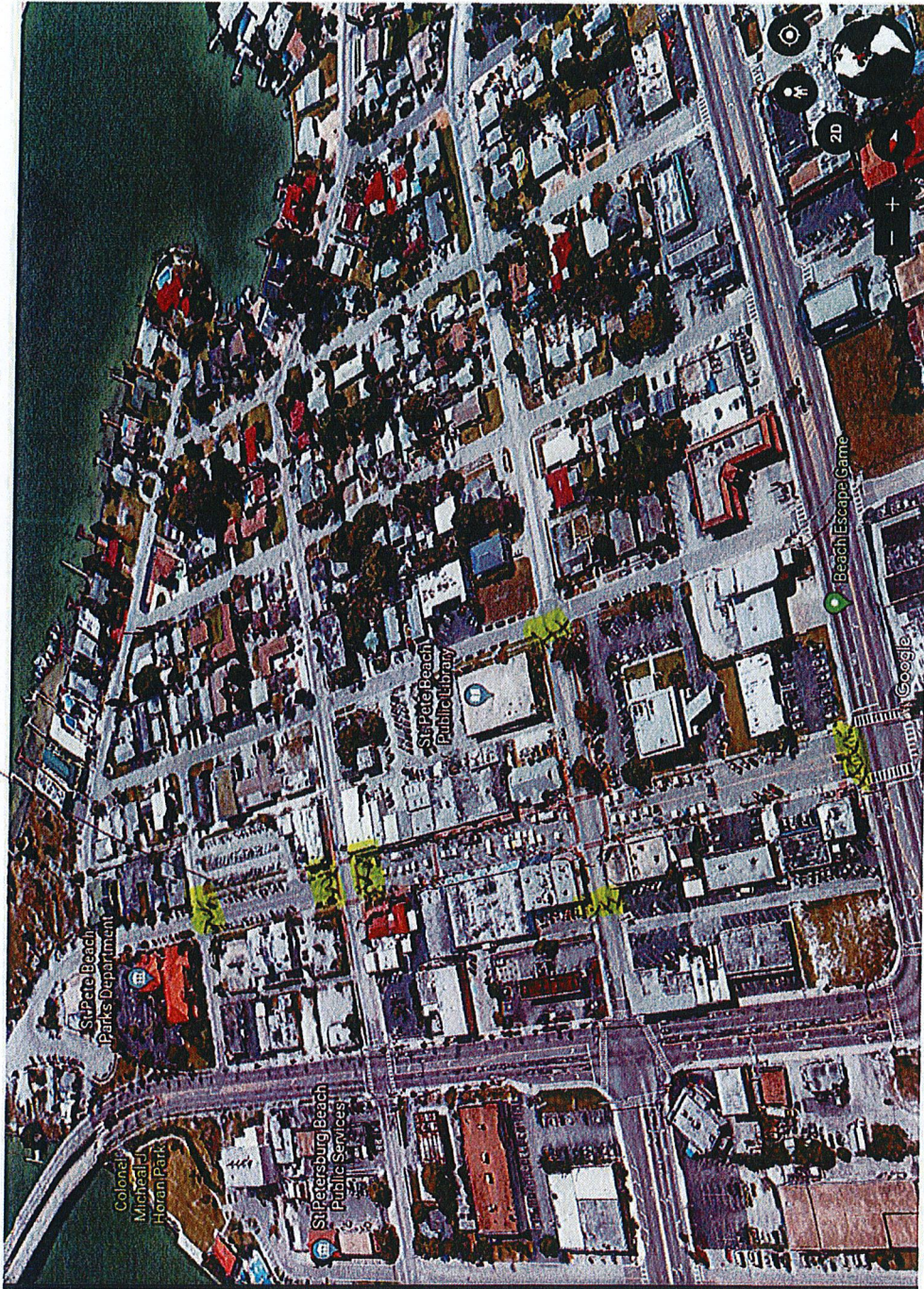
May 18, 2024

Closures

- ① Corey Ave from Gulf Blvd to Boca Ciega Dr
- ② Blind Pass from Mid Block between 75th + Corey to Mid Block of 73rd + Corey Ave

Sunday
only

Art + Craft Show



Street Closures: Saturday - Corey Ave from Gulf Blvd to Boca Ciega Ave
Sunday - Blind Pass from 73rd to Alley between 75th & Corey Ave
Sunday - add closure of Corey Ave from Boca Ciega Ave to Mangrove

CITY OF ST. PETE BEACH
HOLD HARMLESS AGREEMENT AND RELEASE
FOR SPECIAL EVENT AND STREET CLOSURE PERMITS

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH (hereinafter "CITY") and CABA (hereinafter "Permit Holder"). The City and Permit Holder together shall be referred to as the "parties."

WHEREAS, Permit Holder desires to host Special Event or Street Closure activities as provided by the CITY; and

WHEREAS, Permit Holder desires to host said activities and acknowledges that it may be subject to risks; and

WHEREAS, Permit Holder is willing to host said activities and agrees to hold the CITY harmless.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. To the extent permitted by law, Permit Holder agrees to indemnify, hold harmless and defend the CITY, its members, officers, employees, agents, and assigns from and against all losses, claims, damages, suits, actions, demands, or liability and expense, including reasonable attorney's fees and costs of litigation through all appellate proceedings in connection with any and all claims whatsoever including but not limited to; personal injuries, property damage, including loss of use, or equitable relief, including but not limited to injunctive relief or declaratory judgment relief caused by the negligent or deliberate act or omission of Permit Holder or anyone else for who Permit Holder's acts may be liable. Permit Holder's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision includes claims made by Permit Holder, patrons of the event, and any other entity or individual participating in the event against the CITY.
3. Permit Holder hereby releases and discharges the CITY, its members, officers, employees and agents (hereinafter, collectively "Releasees" and individually "Releasee") from, and waive with respect to each Releasee, and covenants not to sue any Releasee for any and all liabilities, damages and expenses, including but not limited to attorney's fees, of any nature whatsoever arising from participation in said activities.
4. Permit Holder acknowledges that they have had a full opportunity to review this Hold Harmless Agreement and Release, have read and understand this Release, and have the opportunity for this Hold Harmless Agreement and Release to be reviewed by their attorney if desired. Permit

Holder further acknowledges and represents that they, the undersigned, have full authority to execute this Hold Harmless Agreement and Release, and are bound by this Hold Harmless Agreement and Release.

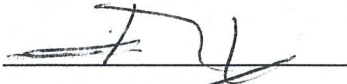
5. Permit Holder freely and voluntarily assumes all risk of loss or injury arising from hosting said activities whether due to their negligence or the negligence or intentional acts of others.
6. Permit Holder agrees not to represent themselves as a CITY employee or CITY affiliate.
7. Both parties agree to comply with all federal, state, and other applicable laws. Nothing herein shall be construed as a waiver of sovereign immunity, or the limitations set forth in Section 768.28, Florida Statutes.
8. If any one or more of the provisions of this Hold Harmless Agreement and Release shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties recognize that the Hold Harmless Agreement and Release has been the result of negotiations of both parties. This Hold Harmless Agreement and Release shall not be construed or interpreted in any way against any one party on the basis that party drafted this Hold Harmless Agreement and Release.
9. This Hold Harmless Agreement and Release and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.
10. 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 in the same instrument.

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

Permit Holder

City of St. Pete Beach:

Signature: 

Signature: 

By: Herminio A. Sanchez ^{CABA} President

By: Alex Bay City Manager

Date: 8-8-2023

Date: 8/10/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2023

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

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

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: Certificates	
	PHONE (A/C, No, Ext): 727-522-7777	FAX (A/C, No): 727-521-2902
INSURED Corey Area Business Association Inc P O Box 67393 St Pete Beach FL 33736	E-MAIL ADDRESS: certificates@w3ins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Auto-Owners Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 43112442**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		20441246	7/7/2023	7/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Authorize the purchase of a 2024 Isuzu NPR Landscape Truck in the amount of \$68,827.50 from Maher Truck Center.

Strategic Objective:

Date: December 12, 2023

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Wayne Saunders, Interim City Manager

Summary of Issue: Authorization to purchase a 2024 Isuzu NPR Landscape Truck in the amount of \$68,827.50 from Maher Truck Center. This purchase is in the 2024 Fleet Fund to replace a 2007 Ford F-350 Dump Truck and will be used for park landscape maintenance and tree trimming and debris collection.

Funding: 2024 Fleet Fund

Attachments: 1. 3quotes landscape truck 2024

2530 30th Ave N
St Petersburg, Fl 33713

MAHER

TRUCK CENTER

Nancy Marques
Commercial Truck Sales

Toll Free 800-330-3750
Fax 727-823-7444

QUOTATION

PURCHASER **CITY OF ST. PETE BEACH**

DATE **10/18/2023**

ADDRESS

PHONE

CITY

STATE

ZIP

FEDERAL ID

VIN#

STOCK#

BASE UNIT

2024 ISUZU NPR HD 14,500GVW GAS 6.6L V8 CHASSIS WITH 12' ALUMINUM DUMP + HITCH

3YR 36,000K MILE BUMPER TO BUMPER WARRANTY INCLUDED

5YR 150,000K MILE DRIVE TRAIN WARRANTY INCLUDED

ADDITIONAL ITEMS

TRADE -IN INFORMATION

YR/MAKE

VIN#

DESCRIPTION

PAYOFF TO

ADDRESS

CITY

PAYOFF AMT

GOOD UNTIL

TRUCK PRICE \$

67,982.00

239.00

TIRE BATTERY FEE

6.50

0.00

LESS TRADE-IN ALLOWANCE

0.00

AMOUNT TAXABLE

68,227.50

SALES TAX

County

TOTAL TAX

0.00

ESTIMATED TAG & TITLE

PLUS TRADE PAYOFF

0.00

TOTAL PRICE

68,227.50

LESS REBATE

0.00

LESS CASH OF DELIVERY

0.00

WARRANTY

600.00

UNPAID BALANCE

\$

68,827.50

LIENHOLDER

NAME

ADDRESS

PHONE

ACCOUNT #

THIS IS NOT A PURCHASE AGREEMENT. THIS QUOTATION IS SUBJECT TO TIME OF DELIVERY AND AVAILABILITY



HOMESTEAD • NAPLES • FT. PIERCE • KEY LARGO

Date: 09/12/2023

Salesperson: Tammi SchemmelEmail: tammi@truckmaxfl.com

Purchaser			
Company Name: <u>City of St Pete Beach</u>		Customer: <u>Seton Zacot</u>	
Address: <u>7581 Boca Ciega Drive</u>		Cell: <u>(727) 601-8489</u>	
City: <u>St Pete</u>	State: <u>Florida</u>	Zip: <u>33706</u>	Work: _____
E-Mail: <u>szacot@stpetebeach.org</u>		County: _____	Phone: _____

Description of Purchase Vehicle 2				
Year: <u>2024</u>	Make/Model: <u>Isuzu NPR-HD Reg Cab Gas 6.6L</u>		Trim: <u>12' BABCO Aluminum Landscape Dump Truck</u>	
VIN: <u>54DC4W1D9RS210986</u>	Stock #: <u>9RS210986</u>	Mileage: <u>45</u>	Color: <u>White</u>	GVWR: <u>14500</u>

Optional Equipment & Accessories	Price
Isuzu Gas Extended Warranty Plus 5yr/150,000m	\$ 990.00
4 Strobes - 2 front 2 rear	\$ 599.00
12' Aluminum Dump Deluxe	\$
Hitch and trailer brake controller included	\$
	\$
	\$
	\$
	\$
	\$
	\$

Selling Price Summary	
MSRP	\$ 86,367.60
Discount	\$ -6,397.60
Selling Price	\$ 79,970.00
Optional Accessories	\$ 1,589.00
Dealer Service Charge	\$ 699.00
Battery Fee	\$ 3.00
Tire Fee	\$ 6.00
Doc Fee	\$ 559.00
Electronic Filling Fee	\$
Trade Allowance	\$ -0
Subtotal	\$ 82,826.00
Payoff	\$
Tax % 6.00 ☒ Tax Exempt	Tax \$ 0
Tax % _____ County Tax	\$ 0.00
Title/License/Registration Fees	\$ 200.00
Total	\$ 83,026.00
Down Payment	\$ -0
Amount to Pay/Finance	\$ 83,026.00

Trade - Subject to appraisal RATING ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	
Year _____	Make _____
Model _____	VIN # _____
Odometer _____	Allowance <u>-0</u>
Payoff _____	Lender _____
Acct # _____	

Notes
The prices shown above may vary from month to month, as will incentives, and are subject to change. Pricing is not guaranteed due to volatility in commodities and factory incentives. To attain most accurate numbers customer should request to be requested before final delivery on ordered units.

Loan Information		
APR: _____ %	Term: _____	Monthly v
_____ %	_____	\$ _____
_____ %	_____	\$ _____
_____ %	_____	\$ _____
Lender: _____		

Quote valid for: 30 days_____
Manager Signature_____
Salesperson Signature_____
Buyer Signature_____
Date



Buyer's Order

Nextran Truck Centers - Tampa
7810 Adamo Drive
Tampa, FL 33619
(813) 626-7141 or (800) 932-6225 Fax (813) 622-7297

Salesperson: Jose Munoz
PO Number: -
Date: 11/6/2023

CUSTOMER INFORMATION

Name: ST. PETE BEACH
Address: 155 COREY AVE.
City: ST. PETE BEACH State: FLORIDA Zip Code: 33706 Phone: 727-363-9279
County: PINELLAS

TRUCK INFORMATION

Quantity	Year	Make	Model	VIN #	New	Body Details	2023
1	2024	Isuzu	NPRGAS HD	54DC4W1D4RS211141		PTC#13576 12'ALUMINUM	\$ -
2nd VIN						2nd Serial #	-
3rd VIN						3rd Serial #	-

****See Addendum for Additional VIN #**

TRADE INFORMATION

Year	Make	Model	Body	VIN #	Trade-In Value	Payoff
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
					\$ -	\$ -

****See Addendum for Additional Trade Ins**

PER TRUCK PRICING

Per Truck

Total Selling Price	\$ 71,641.64
Less Trade-In Allowance	\$ -
Net Trade Difference	\$ 71,641.64
Federal Excise Tax	\$ -
Net Price	\$ 71,641.64
Temp Tags	\$ 20.00
Disposal Fee	\$ -
Title Service	\$ 40.00
Misc. Items (State Taxable)	\$ -
Tag and Title	\$ 400.00
Tire and Battery Fee	\$ 9.00
State Tax on Fees	\$ -
County Surtax	\$ 75.00
State Tax	\$ -
Out of State Tax	\$ -
Payoff on Trade-In(s)	\$ -
Down Payment	\$ -
Total Price per Truck	\$ 72,185.64
Total Price ALL Trucks	\$ 72,185.64

ADDITIONAL ITEMS

FET Tax Type Tax Exempt Sales Tax Type Tax Exempt
GVW/GCW: 14500#

LOCALS AND COMMENTS

*****DUE TO MARKET CONDITIONS PRICE MAY CHANGE BEFORE DELIVERY BY ISUZU COMMERCIAL TRUCK AND BY PREMIER TRUCK CENTER.*****

PRICE INCLUDES:

2024 ISUZU NPRGAS HD 14500#GVWR,6.6L GMPT V8 GAS ENGINE, 6-SPEED AUTOMATIC TRANSMISSION, FIRE EXTINGUISHER, TRIANGLE SAFETY KIT, PW, PL, REAR BACK UP ALARM SYSTEM, 2 ADDITIONAL SPARE KEYS, PREMIER TRUCK CENTER 12' ALUMINUM DUMP BODY, 7 TON VENCO HOIST, 60" SOLID SIDES AND BARN DOORS 1 UNIT AVAILABLE IN STOCK, DELIVERY IS UPON STOCK AVAILABILITY.

*****PRICE DOES NOT INCLUDES PINELLAS COUNTY OR FLORIDA STATE TAXES.*****

Customer request a term contract for _____ months. (Subject to approval by finance company.)

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement. I further understand that the terms and conditions that follow are a true and integral part of this agreement.

Purchaser's Signature

Date

Accepted by Nextran Truck Centers

Date

TERMS AND CONDITIONS

1. **Acceptance.** The purchaser identified on the first page hereof ("Purchaser") and Nextran Corporation, a Florida corporation d/b/a Nextran Truck Centers ("Dealer") hereby agree that these Terms and Conditions are incorporated into, and constitute an integral part of, the Sales Agreement governing Purchaser's purchase of motor vehicles from Dealer as more particularly described on the first page hereof.
 2. **Purchaser's Payment of Charges.** Purchaser shall pay all charges arising out of or associated with this Agreement, whether correctly stated on page one of this Sales Agreement or otherwise, including without limitation all tag, license, tire, battery and lien fees, and all federal, state and local taxes. Purchaser shall pay all amounts required to pay off and satisfy in full all liens on Purchaser's trade-in vehicle(s), as may be required by any such lien holder, regardless of whether the lien holder has quoted the wrong amount, the payoff amount has changed since the date of any such quote, or Purchaser has failed to disclose all lien holders on such vehicle(s). If Purchaser chooses to pay any portion of the purchase price by using a bank or credit card, Purchaser shall pay all charges associated with the use of such card imposed on Dealer and shall promptly reimburse Dealer upon demand for any such costs arising after the consummation of any sale.
 3. **Deposit.** Upon the execution of this Sales Agreement, Purchaser shall pay to Dealer a non-refundable deposit in the amount set forth on the first page of this Sales Agreement. If Dealer fails to deliver the motor vehicle(s) as contemplated herein, Purchaser's sole remedy against Dealer shall be a return of the deposit as liquidated damages in full settlement of any and all claims relating to this Sales Agreement, and Purchaser hereby waives any claims to the contrary. If Purchaser fails to pay the balance of the Selling Price, fails to take delivery of the motor vehicle for any reason or otherwise breaches its obligations under this Sales Agreement, Dealer shall be entitled to retain the entire deposit as liquidated damages in full settlement of any and all related claims. Purchaser and Dealer acknowledge that their actual damages arising out of any breach of this Sales Agreement would be difficult or impossible to calculate with specificity and that the foregoing treatment of the deposit constitutes mutually bargained liquidated damages and not a penalty.
 4. **Commercially Reasonable Efforts.** Dealer shall use all commercially reasonable efforts to make prompt delivery of the motor vehicle(s) contemplated hereby. However, Purchaser acknowledges and agrees that time is not of the essence with respect to the transactions contemplated in this Sales Agreement.
 5. **Warranties.** DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE MANUFACTURER'S WARRANTY ON NEW MOTOR VEHICLES. ALL USED MOTOR VEHICLES ARE SOLD BY PURCHASER "AS IS, WITHOUT WARRANTY," EITHER EXPRESS OR IMPLIED. DEALER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MOTOR VEHICLE(S) SOLD UNDER THIS SALES AGREEMENT, ALL OF WHICH PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW. Purchaser acknowledges that no person is authorized to make any representations or warranties to the contrary, whether oral or written. _____ (Initials of Purchaser)
 6. **Limitation of Liability; Waiver of Claims.** Purchaser shall have the right to fully inspect the motor vehicles sold under this Sales Agreement at the time of delivery. Dealer shall not be liable for, and Purchaser's acceptance of such motor vehicle constitutes Purchaser's waiver of, any and all claims, causes of action, losses and damages arising out of Dealer's sale of the motor vehicle to Purchaser, including without limitation any and all actual, incidental or consequential damages arising out of: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications; e) modifications to the motor vehicle performed by others; and f) defects in design, materials or workmanship, in each case with respect to the motor vehicles purchased by Purchaser pursuant to this Sales Agreement.
- Purchaser shall indemnify, defend and hold Dealer and its affiliated companies and their officers, agents, and employees harmless from and against all loss, liability and expense, including reasonable attorneys' fees, by reason of bodily injury including death, and property damage, sustained by any persons including but not limited to the officers, agents and employees of Purchaser, as a result of the maintenance, use, operation, servicing, transportation, defect in or failure of such motor vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Dealer, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence. Purchaser acknowledges that this waiver constitutes a material inducement for Dealer to consummate the transactions contemplated in this Sales Agreement and is subject to no exceptions.
7. **Modifications by Others.** Purchaser acknowledges that any requested modifications to the motor vehicles subject to this Sales Agreement to be performed by others are Purchaser's sole responsibility, and Purchaser shall pay Dealer for the cost of such modifications, regardless of whether Purchaser takes delivery of the vehicle. Dealer is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.
 8. **Trade-in Allowance.** The trade-in allowance set forth on page one of this Sales Agreement is based upon an appraisal by Dealer of the trade-in described herein in its present mechanical condition and with the equipment and attachments described on Dealer's appraisal sheet. Such trade-in shall be subject to reappraisal at the time of delivery of the motor vehicle to be sold hereunder. Purchaser shall be liable for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments.
 9. **Entire Agreement.** This Sales Agreement constitutes the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether written or oral. No modification, course of conduct, amendment, supplement to or waiver of this Sales Agreement shall be binding unless made in writing and signed by both Purchaser and Dealer.
 10. **Assignment.** This Sales Agreement may not be assigned by Purchaser without Dealer's prior written consent, and any attempted assignment by Purchaser shall be null and void. Subject to the foregoing, this Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. There are no third party beneficiaries of this Sales Agreement.
 11. **Governing Law; Consent to Jurisdiction; Waiver of Right to Trial by Jury.** This Sales Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws principles thereof. Venue for any litigation, legal action or other proceedings arising out of or relating to this Sales Agreement shall lie solely in the courts of the State of Florida located in Dade County, Florida. Purchaser and Dealer (a) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Sales Agreement and (b) hereby waive any and all claims to the effect that any of such courts constitutes an inconvenient forum. The parties hereby irrevocably and unconditionally waive any right they may have to a trial by jury in any suit, action, proceeding, or counterclaim arising out of or relating to this SALES Agreement.
 12. **Miscellaneous.** Risk of loss shall pass to the Purchaser upon delivery of the motor vehicle sold under this Sales Agreement. A facsimile of this Sales Agreement shall have the same legal effect as an original hereof. In the event of any litigation arising out of this Sales Agreement, the non-prevailing party shall reimburse the prevailing party for the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

By: _____

(Purchaser Signature)

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

Action Request: Authorization of expenditures in the estimated amount of \$118,701 (\$115,628 actual invoices plus \$3,073 estimated City Hall) to Wright National Flood Insurance Company to renew flood insurance policies.

Strategic Objective: N/A

Date: December 12, 2023

Prepared By: Sheila Dalton, Interim CFO

Through: Wayne Saunders, Interim City Manager

Summary of Issue: Staff is requesting authorization to renew existing flood insurance policies at a total estimated cost increase of .2%. Staff recommends authorizing at the estimated value to avoid any lapse in coverage, as payments are due by January 20, 2024.

Funding: Adequate funding is included in the FY 2024 budget across relevant departments under account 5450.

Attachments: Policy schedule and renewal notices

Reviewed by the City Manager: _____

Policy Schedule		FY 2022	FY 2023	FY 2024	Replacement	Building	Contents	Building	Contents
Location	Description	Premium	Premium	Premium	Cost Value	Coverage	Coverage	Deductible	Deductible
155 Corey Ave	City Hall (estimated)	2,528	2,927	3,073	4,555,663	500,000	500,000	1,250	1,250
1950 PAG Way	Fire Station 22	16,864	17,444	17,438	956,011	500,000	67,000	2,000	2,000
3304 E Debazan	Lazarillo Park Pump Station	1,556	1,224	1,224	560,595	36,000	-	2,000	N/A
5503 Gulf Blvd	Pump Station	1,351	1,614	1,614	634,363	30,000	-	2,000	N/A
8665 Boca Ciega Dr	Pump Station #1	959	1,078	1,219	2,369,628	12,000	2,000	1,000	1,000
7701 Boca Ciega Dr	Community Center	24,639	24,682	24,688	7,950,846	500,000	164,000	2,000	2,000
7580 Mangrove Ave	Public Works	27,688	17,439	17,449	2,304,528	500,000	9,700	2,000	2,000
365 73rd Ave	Library	29,534	29,749	29,745	1,897,410	500,000	500,000	2,000	2,000
7301 Gulf Blvd	Fire Station 23	22,105	22,264	22,251	2,217,571	500,000	125,000	2,000	2,000
		\$ 127,224	\$ 118,421	\$ 118,701	\$ 23,446,615	\$ 3,078,000	\$ 1,367,700	\$ 16,250	\$ 12,250
	Annual increase		-6.9%	0.2%					

Policy Schedule		FY 2022	FY 2023	FY 2024	Replacement	Building	Contents	Building	Contents
Location	Description	Premium	Premium	Premium	Cost Value	Coverage	Coverage	Deductible	Deductible
155 Corey Ave	City Hall*	2,528	2,927	3,073	4,555,663	500,000	500,000	1,250	1,250
1950 Pass-a-Grille Way	Fire Station 22	16,864	17,444	17,438	956,011	500,000	67,000	2,000	2,000
8665 Boca Ciega Dr	Lift Station #1	959	1,224	1,224	2,369,628	12,000	2,000	1,000	1,000
5503 Gulf Blvd	Lift Station #2	1,351	1,614	1,614	634,363	30,000	-	2,000	N/A
3304 E Debazan	Lift Station #3	1,556			560,595	36,000	-	2,000	N/A
7701 Boca Ciega Dr	Community Center	24,639	24,682	24,688	7,950,846	500,000	164,000	2,000	2,000
7580 Mangrove Ave	Public Works	27,688	17,439	17,449	2,304,528	500,000	9,700	2,000	2,000
365 73rd Ave	Library	29,534	29,749	29,745	1,897,410	500,000	500,000	2,000	2,000
7301 Gulf Blvd	Fire Station 23	22,105	22,264	22,251	2,217,571	500,000	125,000	2,000	2,000
		\$ 127,224	\$ 118,421	\$ 118,701	\$ 23,446,615	\$ 3,078,000	\$ 1,367,700	\$ 16,250	\$ 12,250
	Annual decrease		-6.9%	0.2%					

*Renewal not received as of January 4, 2023. Estimated at 5% increase.

Policy Schedule			FY 2022	FY 2023	Replacement	Building	Contents	Building	Contents
Location	Description	Account	Premium	Premium	Cost Value	Coverage	Coverage	Deductible	Deductible
155 Corey Ave	City Hall	6102-5450	2,528	2,927	4,555,663	500,000	500,000	1,250	1,250
1950 Pass-a-Grille Way	Fire Station 22	5802-5450	16,864	17,444	956,011	500,000	67,000	2,000	2,000
8665 Boca Ciega Dr	Lift Station #1	101-5450	959	1,078	2,369,628	12,000	2,000	1,000	1,000
5503 Gulf Blvd	Lift Station #2	101-5450	1,351	1,614	634,363	30,000	-	2,000	N/A
3304 E Debazan	Lift Station #3	101-5450	1,556	1,224	560,595	36,000	-	2,000	N/A
7701 Boca Ciega Dr	Community Center	6106-5450	24,639	24,682	7,950,846	500,000	164,000	2,000	2,000
7580 Mangrove Ave	Public Works	6101-5450	27,688	17,439	2,304,528	500,000	9,700	2,000	2,000
365 73rd Ave	Library	5602-5450	29,534	29,749	1,897,410	500,000	500,000	2,000	2,000
7301 Gulf Blvd	Fire Station 23	5801-5450	22,105	22,264	2,217,571	500,000	125,000	2,000	2,000
			\$ 127,224	\$ 118,421	\$ 23,446,615	\$ 3,078,000	\$ 1,367,700	\$ 16,250	\$ 12,250
Annual decrease			-6.9%						



Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FL 99.023 1021.
0708433
10/23/23

2000 11523 FLD RGLR

Policy Number
09 1152141075 02

Expiration Date
1/20/24 12:01 a.m. S.T.

Date of Notice
10/23/23

Insured
CITY OF ST PETE BEACH
155 COREY AVE
ST PETE BEACH FL 33706-1839

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

RENEWAL NOTICE

Your flood insurance policy is about to expire.
Confirm coverage selection and renew today.

Payor: Insured THIS IS NOT A BILL NFIP Policy Number 1152141075
Property Address:
7301 GULF BLVD,
FIRE STATION 23
ST PETE BEACH, FL 33706-1947

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through the website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

If we receive your payment more than 30 days following the expiration date shown above you will be required to submit a new application for coverage, your coverage may be subject to a 30-day wait, you may become ineligible to receive some premium discounts, and it could prevent you from the ability to file a claim.

Please see your coverage options below. If you want to increase your coverage more than option B, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$125,000	\$2,000	\$2,000	\$22,251.00
B: INCREASED COVERAGE	\$500,000	\$132,000	\$2,000	\$2,000	\$22,526.00

*See reverse for important billing information

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**

Renewal Date: 1/20/24

And make payable to: **Wright National Flood Insurance Company**

Option A ☐ **\$22,251.00**

Insured: CITY OF ST PETE BEACH

Option B ☐ **\$22,526.00**

To be paid by: Insured

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091152141075 02 02225100 RE 2252600 2



09 1152141075 02

10/23/23

IMPORTANT MESSAGES

1. Flood Insurance is the most important thing you can do to protect against the devastating cost of flooding. You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year.
2. Using Certified Mail when sending premium payments has the advantage of limiting lapses in coverage as the certified mail date is used as the premium receipt date to ensure the earliest receipt date possible and also provides a method to track your payment from the post office to the remittance center by going to www.usps.com/shipping/trackandconfirm.htm.
3. If you have already submitted payment, please disregard this notice. If your mortgage lender pays your policy premium from an escrow account or if the mortgagee listed isn't correct, forward this bill to the financial institution. Please also have a change endorsement sent to update the policy.
4. You are encouraged to insure your property for at least 80% of the structure's replacement cost to ensure adequate coverage in the event of a loss. Contact your insurance agent for details.
5. Carefully review the renewal offer being provided for accuracy. The renewal offer will expire 30 days from the effective date shown on this form at 12:01 a.m. Price and terms associated with this renewal offer are subject to underwriting review and may not be available after expiration of this renewal offer. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the company shown on this renewal offer.
6. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.
7. Eligibility for all policy discounts are subject to rules and regulations set forth by the National Flood Insurance Program. For questions regarding your flood insurance policy rating, contact your agent.
8. Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately and do not necessitate a 30-day waiting period as long as payment is received on or before the expiration date of the policy.



WFL 99.023 1021.
0708433
10/23/23

09 1152141075 02

Property Address
7301 GULF BLVD
FIRE STATION 23
ST PETE BEACH FL 33706-1947

Agent (407)445-2414
ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

070843309115214107523296

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Agent

Page 49 of 381



WFL 99.023 1021.
0708433
10/23/23

09 1152141075 02

070843309115214107523296

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Agent





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FL 99.023 1021.
0708433
10/23/23

2000 11523 FLD RGLR

Policy Number
09 1150202567 14

Expiration Date
1/20/24 12:01 a.m. S.T.

Date of Notice
10/23/23

Insured
CITY OF ST PETE BEACH
155 COREY AVE
ST PETE BEACH FL 33706-1839

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

RENEWAL NOTICE

Your flood insurance policy is about to expire.
Confirm coverage selection and renew today.

Payor: Insured THIS IS NOT A BILL NFIP Policy Number 1150202567
Property Address:
7580 MANGROVE AVE,
ST PETE BEACH, FL 33706-

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through the website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

If we receive your payment more than 30 days following the expiration date shown above you will be required to submit a new application for coverage, your coverage may be subject to a 30-day wait, you may become ineligible to receive some premium discounts, and it could prevent you from the ability to file a claim.

Please see your coverage options below. If you want to increase your coverage more than option B, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$10,000	\$2,000	\$2,000	\$17,449.00
B: INCREASED COVERAGE	\$500,000	\$11,000	\$2,000	\$2,000	\$17,497.00

*See reverse for important billing information

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**

Renewal Date: 1/20/24

And make payable to: **Wright National Flood Insurance Company**

Option A ☐ **\$17,449.00**

Insured: CITY OF ST PETE BEACH

Option B ☐ **\$17,497.00**

To be paid by: Insured

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091150202567 14 01744900 RE 1749700 0



IMPORTANT MESSAGES

1. Flood Insurance is the most important thing you can do to protect against the devastating cost of flooding. You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year.
2. Using Certified Mail when sending premium payments has the advantage of limiting lapses in coverage as the certified mail date is used as the premium receipt date to ensure the earliest receipt date possible and also provides a method to track your payment from the post office to the remittance center by going to www.usps.com/shipping/trackandconfirm.htm.
3. If you have already submitted payment, please disregard this notice. If your mortgage lender pays your policy premium from an escrow account or if the mortgagee listed isn't correct, forward this bill to the financial institution. Please also have a change endorsement sent to update the policy.
4. You are encouraged to insure your property for at least 80% of the structure's replacement cost to ensure adequate coverage in the event of a loss. Contact your insurance agent for details.
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6. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.
7. Eligibility for all policy discounts are subject to rules and regulations set forth by the National Flood Insurance Program. For questions regarding your flood insurance policy rating, contact your agent.
8. Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately and do not necessitate a 30-day waiting period as long as payment is received on or before the expiration date of the policy.



09 1150202567 14

Property Address

7580 MANGROVE AVE
ST PETE BEACH FL 33706-

Agent (407)445-2414

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

Location Description

COMMUNITY SERVICES PW BLDG

070843309115020256723296

00005

Agent



09 1150202567 14

Location Description
COMMUNITY SERVICES PW BLDG

070843309115020256723296

00005

Agent





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FL 99.023 1021.
0708433
10/23/23

2000 11523 FLD RGLR

Policy Number
09 1152141254 02

Expiration Date
1/20/24 12:01 a.m. S.T.

Date of Notice
10/23/23

Insured
CITY OF ST PETE BEACH
155 COREY AVE
ST PETE BEACH FL 33706-1839

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

RENEWAL NOTICE

Your flood insurance policy is about to expire.
Confirm coverage selection and renew today.

Payor: Insured THIS IS NOT A BILL NFIP Policy Number 1152141254
Property Address:
7701 BOCA CIEGA DR,
RECREATION BLDG
ST PETE BEACH, FL 33706-1731

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through the website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

If we receive your payment more than 30 days following the expiration date shown above you will be required to submit a new application for coverage, your coverage may be subject to a 30-day wait, you may become ineligible to receive some premium discounts, and it could prevent you from the ability to file a claim.

Please see your coverage options below. If you want to increase your coverage more than option B, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$164,000	\$2,000	\$2,000	\$24,688.00
B: INCREASED COVERAGE	\$500,000	\$173,000	\$2,000	\$2,000	\$25,017.00

*See reverse for important billing information

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**

Renewal Date: 1/20/24

And make payable to: **Wright National Flood Insurance Company**

Option A ☐ **\$24,688.00**

Insured: CITY OF ST PETE BEACH

Option B ☐ **\$25,017.00**

To be paid by: Insured

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091152141254 02 02468800 RE 2501700 1



09 1152141254 02

10/23/23

IMPORTANT MESSAGES

1. Flood Insurance is the most important thing you can do to protect against the devastating cost of flooding. You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year.
2. Using Certified Mail when sending premium payments has the advantage of limiting lapses in coverage as the certified mail date is used as the premium receipt date to ensure the earliest receipt date possible and also provides a method to track your payment from the post office to the remittance center by going to www.usps.com/shipping/trackandconfirm.htm.
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7. Eligibility for all policy discounts are subject to rules and regulations set forth by the National Flood Insurance Program. For questions regarding your flood insurance policy rating, contact your agent.
8. Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately and do not necessitate a 30-day waiting period as long as payment is received on or before the expiration date of the policy.



09 1152141254 02

Property Address

7701 BOCA CIEGA DR
RECREATION BLDG
ST PETE BEACH FL 33706-1731

Agent (407)445-2414

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602



WFL 99.023 1021.
0708433
10/23/23

09 1152141254 02

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Agent





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FL 99.023 1021.
0708433
10/23/23

2000 11523 FLD RGLR

Policy Number
09 1152141265 02

Expiration Date
1/20/24 12:01 a.m. S.T.

Date of Notice
10/23/23

Insured
CITY OF ST PETE BEACH
155 COREY AVE
ST PETE BEACH FL 33706-1839

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

RENEWAL NOTICE

Your flood insurance policy is about to expire.
Confirm coverage selection and renew today.

Payor: Insured THIS IS NOT A BILL NFIP Policy Number 1152141265
Property Address:
8665 BOCA CIEGA DR,
ST PETE BEACH, FL 33706-1420

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through the website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

If we receive your payment more than 30 days following the expiration date shown above you will be required to submit a new application for coverage, your coverage may be subject to a 30-day wait, you may become ineligible to receive some premium discounts, and it could prevent you from the ability to file a claim.

Please see your coverage options below. If you want to increase your coverage more than option B, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$12,000	\$2,000	\$1,000	\$1,000	\$1,219.00
B: INCREASED COVERAGE	\$14,000	\$3,000	\$1,000	\$1,000	\$1,671.00

*See reverse for important billing information

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**

Renewal Date: 1/20/24

And make payable to: **Wright National Flood Insurance Company**

Option A ☐ **\$1,219.00**

Insured: CITY OF ST PETE BEACH
To be paid by: Insured

Option B ☐ **\$1,671.00**

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091152141265 02 00121900 RE 0167100 4



09 1152141265 02

10/23/23

IMPORTANT MESSAGES

1. Flood Insurance is the most important thing you can do to protect against the devastating cost of flooding. You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year.
2. Using Certified Mail when sending premium payments has the advantage of limiting lapses in coverage as the certified mail date is used as the premium receipt date to ensure the earliest receipt date possible and also provides a method to track your payment from the post office to the remittance center by going to www.usps.com/shipping/trackandconfirm.htm.
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WFL 99.023 1021.
0708433
10/23/23

09 1152141265 02

Property Address
8665 BOCA CIEGA DR
ST PETE BEACH FL 33706-1420

Agent (407)445-2414
ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

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Agent



WFL 99.023 1021.
0708433
10/23/23

09 1152141265 02

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Agent





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FL 99.023 1021.
0708433
10/23/23

2000 11523 FLD RGLR

Policy Number
09 1152141245 02

Expiration Date
1/20/24 12:01 a.m. S.T.

Date of Notice
10/23/23

Insured
CITY OF ST PETE BEACH
155 COREY AVE
ST PETE BEACH FL 33706-1839

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

RENEWAL NOTICE

Your flood insurance policy is about to expire.
Confirm coverage selection and renew today.

Payor: Insured THIS IS NOT A BILL NFIP Policy Number 1152141245
Property Address:
365 73RD AVE,
LIBRARY
ST PETE BEACH, FL 33706-1920

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through the website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

If we receive your payment more than 30 days following the expiration date shown above you will be required to submit a new application for coverage, your coverage may be subject to a 30-day wait, you may become ineligible to receive some premium discounts, and it could prevent you from the ability to file a claim.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$500,000	\$2,000	\$2,000	\$29,745.00
B: INCREASED COVERAGE	N/A	N/A	N/A	N/A	N/A

*See reverse for important billing information

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**

Renewal Date: 1/20/24

And make payable to: **Wright National Flood Insurance Company**

Option A ☐ **\$29,745.00**

Insured: CITY OF ST PETE BEACH

Option B ☐ **N/A**

To be paid by: Insured

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091152141245 02 02974500 RE 0000000 2

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Agent



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09 1152141245 02

10/23/23

IMPORTANT MESSAGES

1. Flood Insurance is the most important thing you can do to protect against the devastating cost of flooding. You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year.
2. Using Certified Mail when sending premium payments has the advantage of limiting lapses in coverage as the certified mail date is used as the premium receipt date to ensure the earliest receipt date possible and also provides a method to track your payment from the post office to the remittance center by going to www.usps.com/shipping/trackandconfirm.htm.
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7. Eligibility for all policy discounts are subject to rules and regulations set forth by the National Flood Insurance Program. For questions regarding your flood insurance policy rating, contact your agent.



WFL 99.023 1021.
0708433
10/23/23

09 1152141245 02

Property Address
365 73RD AVE
LIBRARY
ST PETE BEACH FL 33706-1920

Agent (407)445-2414
ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

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Agent



WFL 99.023 1021.
0708433
10/23/23

09 1152141245 02

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Agent





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FL 99.023 1021.
0708433
10/23/23

2000 11523 FLD RGLR

Policy Number
09 1152141260 02

Expiration Date
1/20/24 12:01 a.m. S.T.

Date of Notice
10/23/23

Insured
CITY OF ST PETE BEACH
155 COREY AVE
ST PETE BEACH FL 33706-1839

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

RENEWAL NOTICE

Your flood insurance policy is about to expire.
Confirm coverage selection and renew today.

Payor: Insured THIS IS NOT A BILL NFIP Policy Number 1152141260

Property Address:
1950 PASS A GRILLE WAY,
FIRE STATION 22
ST PETE BEACH, FL 33706-4142

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through the website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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Please see your coverage options below. If you want to increase your coverage more than option B, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$67,000	\$2,000	\$2,000	\$17,438.00
B: INCREASED COVERAGE	\$500,000	\$71,000	\$2,000	\$2,000	\$17,579.00

*See reverse for important billing information

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**

Renewal Date: 1/20/24

And make payable to: **Wright National Flood Insurance Company**

Option A ☐ **\$17,438.00**

Insured: CITY OF ST PETE BEACH

Option B ☐ **\$17,579.00**

To be paid by: Insured

PO. Box 33070
St. Petersburg, FL 33733-8070



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Agent



09 1152141260 02

10/23/23

IMPORTANT MESSAGES

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WFL 99.023 1021.
0708433
10/23/23

09 1152141260 02

Property Address

1950 PASS A GRILLE WAY
FIRE STATION 22
ST PETE BEACH FL 33706-4142

Agent (407)445-2414

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

070843309115214126023296

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Agent



WFL 99.023 1021.
0708433
10/23/23

09 1152141260 02

070843309115214126023296

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Agent





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FL 99.023 1021.
0708433
10/23/23

2000 11523 FLD RGLR

Policy Number
09 1150202576 14

Expiration Date
1/20/24 12:01 a.m. S.T.

Date of Notice
10/23/23

Insured
CITY OF ST PETE BEACH
155 COREY AVE
ST PETE BEACH FL 33706-1839

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

RENEWAL NOTICE

Your flood insurance policy is about to expire.
Confirm coverage selection and renew today.

Payor: Insured THIS IS NOT A BILL NFIP Policy Number 1150202576
Property Address:
3304 E DEBAZAN AVE,
ST PETE BEACH, FL 33706-

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through the website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

If we receive your payment more than 30 days following the expiration date shown above you will be required to submit a new application for coverage, your coverage may be subject to a 30-day wait, you may become ineligible to receive some premium discounts, and it could prevent you from the ability to file a claim.

Please see your coverage options below. If you want to increase your coverage more than option B, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$36,000	\$0	\$2,000	N/A	\$1,224.00
B: INCREASED COVERAGE	\$40,000	N/A	\$2,000	N/A	\$1,245.00

*See reverse for important billing information

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**

Renewal Date: 1/20/24

And make payable to: **Wright National Flood Insurance Company**

Option A ☐ **\$1,224.00**

Insured: CITY OF ST PETE BEACH

Option B ☐ **\$1,245.00**

To be paid by: Insured

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091150202576 14 00122400 RE 0124500 0

070843309115020257623296

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Agent

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IMPORTANT MESSAGES

1. Flood Insurance is the most important thing you can do to protect against the devastating cost of flooding. You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year.
2. Using Certified Mail when sending premium payments has the advantage of limiting lapses in coverage as the certified mail date is used as the premium receipt date to ensure the earliest receipt date possible and also provides a method to track your payment from the post office to the remittance center by going to www.usps.com/shipping/trackandconfirm.htm.
3. If you have already submitted payment, please disregard this notice. If your mortgage lender pays your policy premium from an escrow account or if the mortgagee listed isn't correct, forward this bill to the financial institution. Please also have a change endorsement sent to update the policy.
4. You are encouraged to insure your property for at least 80% of the structure's replacement cost to ensure adequate coverage in the event of a loss. Contact your insurance agent for details.
5. Carefully review the renewal offer being provided for accuracy. The renewal offer will expire 30 days from the effective date shown on this form at 12:01 a.m. Price and terms associated with this renewal offer are subject to underwriting review and may not be available after expiration of this renewal offer. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the company shown on this renewal offer.
6. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.
7. Eligibility for all policy discounts are subject to rules and regulations set forth by the National Flood Insurance Program. For questions regarding your flood insurance policy rating, contact your agent.
8. Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately and do not necessitate a 30-day waiting period as long as payment is received on or before the expiration date of the policy.



WFL 99.023 1021.
0708433
10/23/23

09 1150202576 14

Property Address

3304 E DEBAZAN AVE
ST PETE BEACH FL 33706-

Agent (407)445-2414

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602



WFL 99.023 1021.
0708433
10/23/23

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Agent





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FL 99.023 1021.
0708433
10/23/23

2000 11523 FLD RGLR

Policy Number
09 1152141255 02

Expiration Date
1/20/24 12:01 a.m. S.T.

Date of Notice
10/23/23

Insured
CITY OF ST PETE BEACH
155 COREY AVE
ST PETE BEACH FL 33706-1839

ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

RENEWAL NOTICE

Your flood insurance policy is about to expire.
Confirm coverage selection and renew today.

Payor: Insured THIS IS NOT A BILL NFIP Policy Number 1152141255
Property Address:
5503 GULF BLVD,
ST PETE BEACH, FL 33706-2322

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through the website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

If we receive your payment more than 30 days following the expiration date shown above you will be required to submit a new application for coverage, your coverage may be subject to a 30-day wait, you may become ineligible to receive some premium discounts, and it could prevent you from the ability to file a claim.

Please see your coverage options below. If you want to increase your coverage more than option B, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$30,000	\$0	\$2,000	N/A	\$1,614.00
B: INCREASED COVERAGE	\$33,000	N/A	\$2,000	N/A	\$1,655.00

*See reverse for important billing information

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**

Renewal Date: 1/20/24

And make payable to: **Wright National Flood Insurance Company**

Option A ☐ **\$1,614.00**

Insured: CITY OF ST PETE BEACH

Option B ☐ **\$1,655.00**

To be paid by: Insured

PO. Box 33070
St. Petersburg, FL 33733-8070



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Agent

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09 1152141255 02

10/23/23

IMPORTANT MESSAGES

1. Flood Insurance is the most important thing you can do to protect against the devastating cost of flooding. You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year.
2. Using Certified Mail when sending premium payments has the advantage of limiting lapses in coverage as the certified mail date is used as the premium receipt date to ensure the earliest receipt date possible and also provides a method to track your payment from the post office to the remittance center by going to www.usps.com/shipping/trackandconfirm.htm.
3. If you have already submitted payment, please disregard this notice. If your mortgage lender pays your policy premium from an escrow account or if the mortgagee listed isn't correct, forward this bill to the financial institution. Please also have a change endorsement sent to update the policy.
4. You are encouraged to insure your property for at least 80% of the structure's replacement cost to ensure adequate coverage in the event of a loss. Contact your insurance agent for details.
5. Carefully review the renewal offer being provided for accuracy. The renewal offer will expire 30 days from the effective date shown on this form at 12:01 a.m. Price and terms associated with this renewal offer are subject to underwriting review and may not be available after expiration of this renewal offer. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the company shown on this renewal offer.
6. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.
7. Eligibility for all policy discounts are subject to rules and regulations set forth by the National Flood Insurance Program. For questions regarding your flood insurance policy rating, contact your agent.
8. Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately and do not necessitate a 30-day waiting period as long as payment is received on or before the expiration date of the policy.



WFL 99.023 1021.
0708433
10/23/23

09 1152141255 02

Property Address
5503 GULF BLVD
ST PETE BEACH FL 33706-2322

Agent (407)445-2414
ACCRETIVE GLOBAL INSURANCE
SVCS LLC DBA WORLD RISK MGMT
20 N ORANGE AVE STE 500
ORLANDO FL 32801-4602

070843309115214125523296

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Agent

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Agent



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Authorization to purchase a Kubota L3902HST Tractor in the amount of \$45,137.64 from Linder Turf & Tractor

Strategic Objective: Internal Operations

Date: December 12, 2023

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The purchase of the tractor is to replace the 1998 John Deere 4600 Tractor and will be used for parks maintenance and special landscaping projects. This tractor will be outfitted with a quick attach bucket, backhoe assembly and bucket, and a front loader. The procurement was done through the Sourcewell Government Grounds Maintenance Contract 031121-DAC.

Funding: 2024 Fleet Fund

Attachments: 1. Kubota Tractor Quote 2023

-- Standard Features --

-- Custom Options --



Kubota

L Series

L3902HST

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # D1803-CR-E4-LB4
 Tier 4 Final Engine
 Common Rail Direct Injection
 w/ Diesel Particulate Filter
 Electronic Throttle
 3 Cyl. 111.4 cu. in.
 + 36.3 Net Eng. HP
 + 30.6 PTO HP
 @ 2700 Eng. rpm
 12V - 580CCA Battery
 Charging Output 40 Amps

DASH INSTRUMENTS

Tachometer
 Fuel Gauge
 Temperature Gauge
 LCD Display for Hour Meter
 and Warning Messages

FLUID CAPACITY

Fuel Tank 11.1 gal.
 Cooling System 6.3 qts.
 Crankcase 7.1 qts.
 Transmission and 6.2 gal.
 Hydraulics
 Front Axle 4.8 qts.

HYDRAULICS

Open Center — Gear Type
 Tandem Pump
 6.3 gpm Remote/3 Pt. Hitch
 3.8 gpm for Power Steering
 10.1 Total gpm
 Cat I 3-point Hitch
 At lift Point 1998 lb.
 24" Behind 1435 lb.

DIMENSIONS

Overall Height w/ROPS 91.7"
 Overall Length w/3pt 116.3"
 Wheel Base 63.3"
 Crop Clearance 13.6"

FRONT AXLE

Integral Power Steering
 Bevel Gear, 4WD
 Cast Iron
 Tread Spacing, Nonadjustable

POWER TAKE OFF

Live-Continuous Running - with
 Over-running Clutch
 540 Rear PTO - 1 Speed
 Speed - 540 @ 2580 Eng. rpm
 SAE Std 1 3/8" Six Spline

SAFETY EQUIPMENT

Foldable ROPS w/ Retractable Seat
 Belt
 PTO Shield
 Safety Start Switches
 Turn Signals / Hazard Lights
 Mechanical Wet Disc Brakes
 Parking Brakes
 SMV Sign
 Electric Key Shut-off
 Parking Brake Indicator on Dash
 Operator Presence Control System

DRIVE TRAIN

Hydrostatic Drive
 3 Speed L-M-H
 Multiple Wet Disc Brakes
 Clutch - Dry Type Single
 Stage
 Differential Lock
 Rear Axle - Spur Gear

OPERATOR STATION

Color Coded Controls
 Wide Platform Steps
 High Back Seat with Adjustable
 Suspension
 w/ Water Drain Hole
 Tool Box
 Cup Holder
 Left Hand Fender Grip
 Default to Auto Regen; w/ Parked
 and Inhibit
 Buttons for DPF

SELECTED TIRES

AMR8977B & ALR8809A
 FT TITN 27X8.50-15 R4 STL 6 BLT
 RT TITN 15-19.5 R4 STL 6BLT

L3902HST Base Price: \$27,931.00

(1) 66" QUICK ATTACH BUCKET	\$844.00
L2248-66" QUICK ATTACH BUCKET	
(1) 16" BACKHOE BUCKET	\$816.00
BT1952A-16" BACKHOE BUCKET	
(1) FRONT LOADER W/GRILL GUARD/QC	\$5,753.00
LA526-FRONT LOADER W/GRILL GUARD/QC	
(1) 7.7 FT BACKHOE	\$9,058.00
BH77-7.7 FT BACKHOE	
(1) BACKHOE MOUNT KIT / NEW STANDARD L	\$947.00
BH4988-BACKHOE MOUNT KIT / NEW STANDARD L	
Configured Price:	\$45,349.00
Sourcewell Discount:	(\$9,976.78)
SUBTOTAL:	\$35,372.22
2Yr L3902HST Extended Warranty (3000 hrs.)	\$1,325.00
2Yr FRONT LOADER W/GRILL GUARD/QC Extended Warranty	\$450.00
2Yr 7.7 FT BACKHOE Extended Warranty	\$850.00
Factory Assembly:	\$105.00
Dealer Assembly:	\$1,054.17
Freight Cost:	\$1,106.25
PDI:	\$400.00
Third Function installed	\$1,275.00
Grapple	\$3,200.00

Total Unit Price: \$45,137.64

Quantity Ordered: 1

Final Sales Price: \$45,137.64

**Final pricing will be based upon pricing at the time of
 final delivery to Sourcewell members.
 Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting
 dealer**

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Request approval of a 1-year extension to the unit price Services Agreement with Gilliam Construction, LLC for Concrete, Brick and Mortar Repair & Replacement in an amount not to exceed the annually approved concrete, sidewalk, ADA Improvements, and Stormwater R&M Other budgets.

Strategic Objective: Infrastructure

Date: December 12, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: On December 1st, 2020, the City Commission authorized the unit price Concrete, Brick and Mortar Repair & Replacement contract with Gilliam Construction, LLC to address needed concrete repairs throughout the City. Staff is satisfied with the performance of the contractor and is hereby requesting authorization to exercise the first extension included under the terms of this contract. This extension will extend the term of this contract to December 9th, 2024 with two remaining contract extensions thereafter.

Staff is requesting approval of a 1-year extension to the unit price Services Agreement with Gilliam Construction, LLC for Concrete, Brick and Mortar Repair & Replacement in an amount not to exceed the annually approved concrete, sidewalk, ADA Improvements, and Stormwater R&M Other budgets.

Funding: Streets - Concrete Repairs (6103-5468)
Streets - Sidewalk & ADA Repairs (6103-5467)
Stormwater - R&M Other (103-5469)

Attachments:

1. Concrete, Brick and Mortar Repair and Replacement Amendment
2. Concrete Brick and Mortar Repair Services Agreement

AMENDMENT TO PURCHASING AGREEMENT

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the Concrete, Brick Mortar Repair & Replacement ("Agreement") executed as of 12/09/2020 by and between CITY OF ST. PETE BEACH ("City") and Gilliam Construction, LLC ("Consultant/Contractor"), for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend a section 5 related to contract period, which shall read:
 - a. Extend an additional year for the 1st extension until December 13, 2024.
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, Agreement, and prior Amendments embodies 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.

GILLIAM CONSTRUCTION, LLC:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By: Latoya Gilliam Mullinex

By: Wayne Saunders

Its: Managing Member

Its: City Manager

Date: _____

Date: _____

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

Gilliam Construction LLC

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Gilliam Construction LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

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

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

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

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

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

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

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

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

5. Vendor shall deliver the goods, or provide the services, described herein for final inspection within 3 years from contract execution ("completion date"). With the option to renew for additional 3 1-year periods.

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

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

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

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

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

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

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

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

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

14. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

15. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

18. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

20. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

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

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

As to Vendor:

Gilliam Construction LLC
Attn.: LaTora Gilliam Mullinex
2315 17th Street E
Palmetto, FL 34221

As to City:

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

23. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

24. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

25. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[SIGNATURE PAGE TO FOLLOW]

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

Gilliam Construction LLC

City of St. Pete Beach:

Signature: [Signature]
By: Latoria Gilliam Mullinex
Its: Managing Member
Date: 12/9/2020

Signature: [Signature]
By: Alex Rey
Its: City Manager
Date: 12/1/2020

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
Andrew Dickman
City Attorney

ATTEST:

[Signature]
Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in concrete, brick and mortar repair and replacement.

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

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

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Concrete, Brick and Mortar Repair & Replacement"** in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

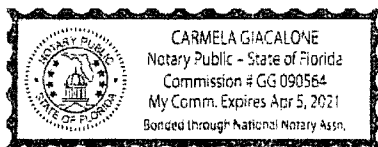
The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach **"Concrete, Brick and Mortar Repair & Replacement"**.

COMPANY: Grilliam Construction LLC DATE: October 28, 2020
ADDRESS: 2315 17th St E. Palmetto PHONE: (941) 723-1000
BIDDER: [Signature] NAME: Laura Grilliam Mullinex
(SIGNATURE) (PRINT NAME & TITLE) Managing Member
STATE OF FLORIDA
COUNTY OF manatee

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of Oct 2020, by Laura Grilliam Mullinex, 2020, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)



[Signature]
Notary Public - State of Florida
Carmela Giacalone
(Print, Type, Stamp, or Commissioned Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. BID SCHEDULE

Concrete, Brick and Mortar Repair & Replacement

Provide unit prices to provide all labor, materials (except where noted), and equipment as described in this Request for Bids and as attached. The City of St. Pete Beach has the sole authority to select the bid which is in the best interest of the City. Only one award shall be made.

BID SCHEDULE - UNIT PRICES

Weighted Section A: (35%)

Sidewalk – 4" thick	\$ <u>10.05</u> /SQFT
Sidewalk – 6" thick	\$ <u>12.15</u> /SQFT
Concrete Pavement – 6" thick	\$ <u>14.70</u> /SQFT
Stamped Sidewalk – 4" thick	\$ <u>21.50</u> /SQFT
Stamped Sidewalk – 6" thick	\$ <u>28.50</u> /SQFT
Salt Finish Sidewalk – 4" thick	\$ <u>15.75</u> /SQFT

Weighted Section B: (10%)

Install Historic Brick Pavers-Labor only	\$ <u>10.38</u> /SQFT
Install Historic Hexagonal Pavers-Labor only	\$ <u>10.38</u> /SQFT
Install Pavers-Labor only	\$ <u>10.38</u> /SQFT

Weighted Section C: (25%)

Concrete Apron – 6" thick	\$ <u>12.50</u> /SQFT
Miami Curb	\$ <u>30.00</u> /LNFT
Intersection Valley Curb	\$ <u>48.00</u> /LNFT
D Curb	\$ <u>35.00</u> /LNFT
F Curb	\$ <u>37.00</u> /LNFT
Header Curb	\$ <u>31.00</u> /LNFT

Weighted Section D: (10%)

ADA Sidewalk/Curb Ramp w/ Truncated Dome – 4' Sidewalk	\$ <u>1104</u> /EA
ADA Sidewalk/Curb Ramp w/ Truncated Dome – 6' Sidewalk	\$ <u>1272</u> /EA

Weighted Section E: (10%)

Concrete Patch/Pad – 3,500 PSI	\$ <u>52.50</u> /SQYD
Concrete Patch/Pad – 5,000 PSI	\$ <u>60.50</u> /SQYD

Weighted Section F: (10%)

Material Surcharge	<u>10</u> /%
--------------------	--------------

Unweighted Line Items

Sod Replacement - Bahia:	\$ <u>.80</u> /SQFT
Sod Replacement - St. Augustine:	\$ <u>1.50</u> /SQFT
Add Rebar Reinforcing to Curb	\$ <u>5.00</u> /LNFT
Add Fiber Reinforcing to Concrete	\$ <u>7.00</u> /CUYD

Use of Georgia Buggy	\$ <u>120.00</u> /HR
Use of Line Pump	\$ <u>150.00</u> /HR
Import, Place, and Compact Clean Fill	\$ <u>105.00</u> /CUYD
FDOT Rail – FDOT Index 870 – 2 line rail	\$ <u>90.00</u> /LNFT
FDOT Rail – FDOT Index 862 – Picket Infill	\$ <u>110.00</u> /LNFT
Storm Water Inlet Top with Manhole	\$ <u>2,100.00</u> /EA
Dump Truck – Additional Hauling	\$ <u>185.00</u> /HR
Mobilization Costs for Purchase Orders under \$10,000	\$ <u>1,500</u> /Per Project

Note: Unit price for paver installation does not include material cost.

EVALUATION CRITERIA:

Each weighted section (e.g. A, B, C) will be evaluated independently. The bid will be awarded to the bidder with the best (lowest) weighted score. A sample weighted scale is provided below, the bid would be awarded to vendor B.

		Ranked				Weighted		
		Vendor A	Vendor B	Vendor C		Vendor A	Vendor B	Vendor C
A	35%	1	2	3		0.35	0.7	1.05
B	10%	3	2	1		0.3	0.2	0.1
C	25%	2	1	3		0.5	0.25	0.75
D	10%	1	2	3		0.1	0.2	0.3
E	10%	3	1	2		0.3	0.1	0.2
F	10%	2	1	3		0.2	0.1	0.3
						1.75	1.55	2.7



Gilliam Construction References

1. Project Location: City of Sarasota ADA Ramps Improvements
Name of Contact Person: Bob Heggan Telephone #: (941) 263- 6137
Email: Robert.heggan@sarasotafl.gov
Project Description: Removed, replaced, and installed concrete sidewalks, driveways, aprons, and curbs. Installed ADA sidewalk, curb ramp with truncated dome. Hauled, installed, and compact fill dirt. Installed Bahia sod.

2. Project Location: FDOT District 7 E7M63-RO
Name of Contact Person: Doris Arguelles Telephone #: (813) 612-3220
Email: Doris.arguelles@dot.state.fl.us
Project Description: Removed, replaced, installed mitered ends, truncated dome, sidewalks, driveways, aprons, and curbs per FDOT standards.

3. Project Location: Manatee County 26th St. E. Sidewalk Project
Name of Contact Person: Tony Russo Telephone #: (813) 434- 5350
Email: Anthony.russo@mymanatee.org
Project Description: Removed, replaced, and installed concrete sidewalks, driveways, aprons, curbs and culvert pipe. Installed ADA sidewalk, curb ramp with truncated dome. Hauled, installed, and compact fill dirt. Installed Bahia sod. Installed conflict storm boxes w/flume inlet. Installed pedestrian/bicycle rails.

4. Project Location: Bay Village of Sarasota
Name of Contact Person: Jill Dallmann Telephone #: (941) 861-0951
Email: jdallman@scgov.net
Project Description: Removed, replaced, and installed concrete sidewalks, driveways, aprons, and curbs. Furnish and installed pipe bollards. Hauled, installed, and compact fill dirt. Installed Bahia sod and pavers.



Gilliam Construction Capability Statement

DIFFERENTIATOR'S

- Florida State Licensed
- Woman and Minority Business Enterprise
- Disadvantage Business Enterprise
- Reliable and Quality of work
- Three Volumetric Concrete Trucks
- Combine Experience Over 20 years

NAICS:

- 23622 Commercial and Institutional Building Construction
- 238110 Poured Concrete Foundation and Structure Contractors
- 238160 Roofing Contractors
- 238190 Site Preparation Contractors
- 238990 All other Specialty Trade Contractor
- Dun 079308853
- Cage 757X9

GILLIAM CONSTRUCTION

Gilliam Construction LLC is a certified Woman and Minority owned business, as well as a Disadvantage Business Enterprise (DBE). We are Florida license Contractors in three areas within the construction industry (General, Roofing, Underground Utilities). We specialize in concrete construction and concrete materials. We own three volumetric concrete trucks, which allows Gilliam Construction more flexibility. We provide services from Hillsborough County to Charlotte County Florida. Our primary customers are government, municipal, and commercial.

CORE COMPETENCIES

- General Construction
- Roofing
- Underground Utilities
- Demolition
- Concrete Materials – 3000 psi, 4000 psi, 5000 psi
- Concrete
 - Commercial Slabs
 - Sidewalks and Driveways
 - Box Culverts
 - Spillways
 - Curb and Gutters
 - Footers
 - Stem Walls and Columns
 - Valley Gutters
 - ADA Ramps

PAST PERFORMANCE

City of Sarasota, FL	\$497,000
Gilliam Construction served as the prime GC responsible for intersection improvements and ADA accessible ramps	
FDOT District 7	\$250,000
Gilliam Construction served as the prime contractor responsible for Concrete improvements and repairs throughout the district	
Manatee County Transit (MCAT)	\$500,000
Gilliam Construction served as the prime GC responsible for installing Bus landing pads and walkways.	
Manatee County 26 th St Project	\$250,000
Gilliam Construction served as the prime GC responsible for installing Sidewalks, driveways, curbs, ADA ramps and underground utilities.	

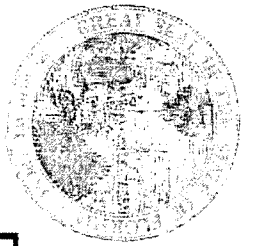
Gilliam Construction LLC

2315 17th Street East Palmetto, FL 34221

Phone: (941) 723-1000

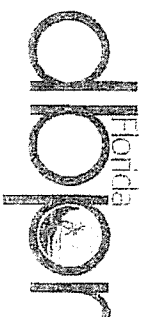
Fax: (941) 723-1001

Website: gcgilliamconstruction.com



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MULLINEX, LATORA GILLIAM

GILLIAM CONSTRUCTION LLC.
2315 17TH STREET E
PALMETTO FL 34221

LICENSE NUMBER: CGC1524793

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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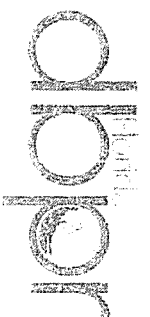
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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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MULLINEX, CHRISTOPHER E SR

GILLIAM CONSTRUCTION LLC.
2315 17TH STREET E
PALMETTO FL 34221

LICENSE NUMBER: CGC1522107

EXPIRATION DATE: AUGUST 31, 2022

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

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

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

PRODUCER GARDAVILS INSURANCE SERVICES, INC. 6012 36TH AVENUE CIRCLE WEST BRADENTON, FL 34209	CONTACT NAME: GREG SUTTON PHONE (A/C, No, Ext): 941-812-2572 FAX (A/C, No): E-MAIL ADDRESS: GARDAVILSINSURANCE@TAMPABAY.RR.COM														
INSURED GILLIAM CONSTRUCTION LLC 1712 B 28TH STREET COURT EAST PALMETTO, FL 34221	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : CRUM AND FORSTER SPECIALTY INS</td><td>10729</td></tr><tr><td>INSURER B : NATIONAL UNION FIRE INSURANCE CO.</td><td>19445</td></tr><tr><td>INSURER C : AGCS MARINE INSURANCE COMPANY</td><td>22837</td></tr><tr><td>INSURER D : LLOYDS OF LONDON</td><td>85202</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : CRUM AND FORSTER SPECIALTY INS	10729	INSURER B : NATIONAL UNION FIRE INSURANCE CO.	19445	INSURER C : AGCS MARINE INSURANCE COMPANY	22837	INSURER D : LLOYDS OF LONDON	85202	INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC		BAK-24858-4	03-14-2020	03-14-2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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	PERSONAL & ADV INJURY	\$ 2,000,000																		
GENERAL AGGREGATE	\$ 3,000,000																			
PRODUCTS - COMP/OP AGG	\$ 3,000,000																			
	\$																			
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	PROPERTY DAMAGE (Per accident)	\$																		
	\$																			
B	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		EBY016392947	03/14/2020	03/14/2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
	EACH OCCURRENCE	\$ 4,000,000																		
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E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
C	BUILDERS RISK		MXI930798242766	6/12/2020	6/12/2021	\$300,000														
D	PROFESSIONAL LIABILITY		KAE 000-0149	4/02/2020	4/02/2021	\$1,000,000														

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

GENERAL CONTRACTOR AND CONCRETE WORK

CERTIFICATE HOLDER**CANCELLATION**City of St.Pete Beach
155 Corey Ave
St. Pete Beach, FL 33706

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

AUTHORIZED REPRESENTATIVE

Verified by PDFfiller

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

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PRODUCER SUNZ Insurance Solutions, LLC. c/o Lightsource PEO LLC 2822 Commerce Park Drive, Suite 400 Orlando, FL 32819	ID: (Lightsource)	CONTACT NAME:	Arturo Cardenas	
		PHONE (A/C, No, Ext):	877-257-6662	FAX (A/C, No):
		E-MAIL ADDRESS:	arturo.cardenas@lightsourceehr.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: United Wisconsin Insurance Company		29157
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 58340575 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC552-00001-020-SZ	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Gilliam Construction LLC
Client Effective: 1/1/2020

CERTIFICATE HOLDER

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

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Rick Leonard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2019

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

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

PRODUCER Anderson Insurance 810 8th Ave W Palmetto FL 34221		CONTACT NAME: Shannon Doshier PHONE (A/C, No, Ext): (941) 729-7355 FAX (A/C, No): E-MAIL ADDRESS: Shannon@andersoninsgroup.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A:
		INSURER B: AllState Commercial Auto
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
x	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	y	648818277 00	05/30/2020	05/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ incl \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	y			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of St Pete Beach 155 Corey Ave St Pete Beach FL 33706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Andrea King
--	--

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VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by:

Latoria Gilliam Mullinex, Managing Member
(Print individual's name and title)

for:

Gilliam Construction LLC
(Print name of entity submitting sworn statement)

at:

2315 17th St. E. Palmetto, FL 34224
(Business address)

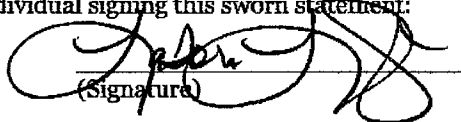
and (if applicable), its Federal Employer Identification Number (FEIN):

40-4098717
(FEIN)

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

(SSN)

by the individual signing this sworn statement:


(Signature)

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

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

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

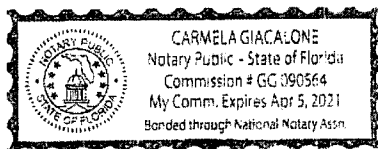
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC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

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of March, 2020, by LATEA GILLIAN MULLIN, who is personally known to me or has produced _____ as identification.

(SEAL)



Carmela Giacalone
Notary Public - State of Florida

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

VII. NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Manatee

I state that I Latora Gilliam Mullinix, Managing member of Gilliam Construction LLC
(Name and Title) (Name of Firm)

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

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. Gilliam Construction LLC its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

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

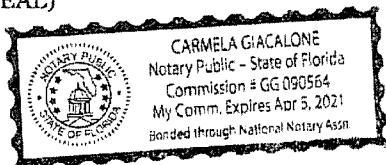
Name of Organization: Gilliam Construction LLC

Signed By: [Signature]

Print Name: Latora Gilliam Mullinix

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of Oct 2020, by Latora Gilliam Mullinix, who is personally known to me or has produced _____ as identification.

(SEAL)



[Signature]
Notary Public - State of Florida

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

Bid Results - Concrete, Brick and Mortar Repair & Replacement

	Gilliam Construction, LLC	Unit
4" Sidewalk Replacement	\$ 10.05	/SQFT
6" Sidewalk Replacement	\$ 12.15	/SQFT
Concrete Pavement – 6"	\$ 14.70	/SQFT
Stamped Sidewalk – 4"	\$ 26.50	/SQFT
Stamped Sidewalk – 6"	\$ 28.50	/SQFT
Salt Finish Sidewalk – 4"	\$ 15.73	/SQFT
Install Historic Brick Pavers-Labor Only	\$ 10.38	/SQYD
Install Historic Hexagonal Pavers-Labor Only	\$ 10.38	/SQYD
Install Brick Pavers	\$ 10.38	/SQYD
Concrete Apron – 6" thick	\$ 12.50	/SQFT
Miami Curb	\$ 30.00	/LNFT
Intersection Valley Curb	\$ 48.00	/LNFT
D Curb	\$ 35.00	/LNFT
F Curb	\$ 37.00	/LNFT
Header Curb	\$ 31.00	/LNFT
ADA Sidewalk/Curb Ramp w/ Truncated Dome – 4' Sidewalk	\$ 1,104.00	/EA
ADA Sidewalk/Curb Ramp w/ Truncated Dome – 6' Sidewalk	\$ 1,272.00	/EA
Concrete Patch/Pad – 3,500 PSI	\$ 52.50	/SQYD
Concrete Patch/Pad – 5,000 PSI	\$ 60.50	/SQYD
Sod Replacement - Bahia:	\$ 0.80	/SQFT
Sod Replacement - St. Augustine:	\$ 1.50	/SQFT
Add Rebar Reinforcing to Curb	\$ 5.00	/LNFT
Add Fiber Reinforcing to Concrete	\$ 7.00	/LNFT
Use of Georgia Buggy	\$ 120.00	/HR
Use of Line Pump	\$ 150.00	/HR
Import, Place, and Compact Clean Fill	\$ 65.00	/CUYD
FDOT Rail – FDOT Index 870 – 2 line rail	\$ 90.00	/LNFT
FDOT Rail – FDOT Index 862 – Picket Infill	\$ 110.00	/LNFT
Storm Water Inlet Top – 4' x 4' x 4"	\$ 2,100.00	/EA
Dump Truck – Additional Hauling	\$ 185.00	/HR
Mobilization costs for PO under 10,000	\$ 1,500.00	/project
Material surcharge	10%	

Bid Package Review

Items Required to Be Submitted with Bid	FIRM 1
Contractor's Bid Submittal-notarized	Yes
Bid Schedule	Yes
References	Yes
Contractor's Licenses	Yes
Certificates of Insurance	Yes
Public Entity Criminal Affidavit	Yes
Non-Collusion Affidavit	Yes

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Extension of the existing Freebee contract through FY2026, modified to allow for expanded peak season, peak hour service.

Date: December 12, 2023

Prepared By: Alaina Grundy, Transportation Planner

Prepared Through: Jennifer McMahon, Chief Operations Officer

Summary of Issue: This Freebee contract amendment extends service through fiscal year 2026, now expiring On October 1, 2026.

Additionally, this contract amendment allows for expanded peak season peak hour service as discussed with the Commission at the 11/14/2023 meeting. The expanded peak season peak hour service will follow the below schedule.

4 additional vehicles will be added to the fleet from February through July operating 4:00pm – 9:00pm Monday – Thursday, 3:00pm – 10:00pm Friday – Saturday, and 10:00am – 8:00pm on Sunday.

This expanded peak season peak hour fleet, in addition to the existing service, will help Freebee towards maintaining an optimal level of service year-round.

Requested Motion: Approval of the Freebee agreement amendment as presented

Attachments: Freebee Agreement Amendment

AMENDMENT TO MICRO-TRANSIT SERVICES

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the MICRO-TRANSIT SERVICES ("Agreement") executed as of the 10-13-2019 by and between CITY OF ST. PETE BEACH ("City") and BEEFREE, LLC. ("Consultant/Contractor"), for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend Section 5-Compensation Section 5.2.3
 - a. Addition of four (4) vehicles from February 1st through July 31st for an additional two (2) years through 09/30/2026 for a total of 5448 hours at a rate of \$30.60 per hour to equal \$166,708.80.
 - b. Continuation of four (4) vehicles year-round, October through September, for a total of 17,540 hours at a rate of \$30.50 per hour to equal \$536,724.00
2. Amend Section 6.1:
 - a. Extend the term for two (2) additional years through 09/30/2026.
3. **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.
4. **Entire Agreement.** This Amendment, Agreement, (and prior amendments – if needed) embodies 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.
5. **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.
6. **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.

Beefree, LLC.:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By: Jason Spiegel

By: Wayne Saunders

Its: CEO

Its: City Manager

Date: _____

Date: _____

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: I move to approve the contract for the Executive Search Firm with S. Renee Narloch and Associates for City Manager recruitment.

Strategic Objective: NA

Date: December 12, 2023

Prepared By: John Taylor, Procurement Manager

Through: Wayne Saunders, Interim City Manager

Summary of Issue: This City issued a Request for Qualification (RFQ) on 10/25/2023 for an Executive Employment Search Firm that was due on November 15, 2023. The City received 12 bids, 1 of which was discounted immediately due to arriving after the due date. Of the 11 viable firms, only two had an extensive background in the public sector in the State of Florida (i.e. city manager recruitment). Those two firms were S. Renee Narloch and Associates in Tallahassee, FL, and Colin Baenziger & Associates in Daytona Beach, FL. The selection process was held with interviews by a panel consisting of; Wayne Saunders, Jennifer McMahon, and Amber LaRowe. Each firm was provided identical questions, and each answered the questions for the panel during the interview process. Both firms scored 62 points. S. Renee Narloch and Associates was selected.

Funding:

Attachments:

1. SPB Service Agreement Signed SRNA
2. RFQ - Executive Employment Search Firms
3. Addendum 1 - Executive Employment Search Firms
4. S. Renee Narloch & Associates Response to RFQ
5. Search Firm overall Score Sheet

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Employment Search Firm

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and S. Renee Narloch & Associates (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

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

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

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

1. 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. Employment Eligibility. The Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work

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

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

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

4. Scope of Services. City hereby agrees to purchase, and Vendor hereby agrees to provide the services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Completion Date. Vendor shall provide the services, described herein no later than 12/13/2024.

6. Term. This Agreement will remain in effect for a period of one (1) year from the Effective Date.

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination. This Agreement may be canceled by the City when:

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

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

10. Non-Exclusivity. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services

that are subject to this Agreement.

11. Compensation. Upon Vendor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the total rate of \$22,500 plus expenses, (expenses not to exceed \$4,500) as listed in the proposal, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

12. Insurance. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

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

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

15. Notices. 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:

S. Renee Narloch and Associates
2910 Kerry Forest Pkwy, D4-242
Tallahassee, FL 32309

As to City:

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

With Copy To:

reeneen@srnsearch.com

With Copy To:

cityattorney@stpetebeach.org

16. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

17. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

18. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

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

20. 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.

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

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

S. Renee Narloch & Associates

Signature:  _____

By: S. Renee Narloch

Its: President

Date: December 1, 2023

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: Wayne Saunders

Its: City Manager

Date: _____

ATTEST:

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)



**City of St. Pete Beach
Request for Qualifications
Executive
Employment Search
Firms**

Issued 10/25/2023

**Submittals due by
11/15/2023 at 10:00 AM EST (Deadline)
City Hall, St. Pete Beach, FL**

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TIMELINE

ITEM	DATE	TIME
Submission Date	10/25/2023	8:00 AM
Questions Deadline	11/08/2023	10:00 AM
Submittal Date	11/15/2023	10:00 AM
Bid Opening	11/15/2023	11:00 AM

II. GENERAL CONDITIONS

REQUEST FOR QUALIFICATIONS

Employment Search Firms |

REQUEST FOR QUALIFICATIONS SUMMARY

The City of St. Pete Beach is accepting sealed Summary of Qualifications (SOQ) submittals from qualified Executive Firms for Employment Search Services. The City will be selecting one (1) firm for Executive Employment Search Services |

SUBMITTER INFORMATION

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

QUALIFICATIONS SUBMITTALS

Submittal documents must include all items listed under the Submission Instructions Section of the Request for Qualifications (RFQ).

Physical qualifications should be delivered to the Office of the City Clerk. The deadline for physical submissions is at **10:00 AM EST on 11/15/2023 (Deadline)**. Any physical qualifications not received by this deadline will not be accepted – NO EXCEPTIONS. Physical submittals by the Consultant shall include one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total qualification documents with their sealed submittal package as shown below.

Physical Submittals should be addressed to: City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: **"Executive Employment Search Services"**

Physical submissions will be publicly opened and read right after the submittal deadline at 11:00 AM 11/15/2023.

.John Taylor | – Procurement Manager

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

Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this RFQ. All questions pertaining to the terms and conditions or scope of work of this Request for Qualification (RFQ) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 11/8/2023**. Responses to questions may be handled as

an Addendum if the response provides clarification to the requirements of the **RFQ**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFQ** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.]

SCOPE OF WORK

[The City of St. Pete Beach, Florida is requesting proposals from independent executive search consultants to assist the City with conducting a search that will lead to the selection of a new **City Manager, and other possible positions**. The City is interested in completing the search and selection process for the new **City Manager** by the end of March 2024

The City is a commission government with a five (5) member City Commission and an appointed City Manager.

The City was incorporated in 1957 with the consolidation of the Towns of Pass-a-Grille, Don CeSar, Belle Vista, St. Petersburg Beach and unincorporated Pinellas County to become the "City of St. Petersburg Beach." In 1994, the citizens voted to shorten the name to "St. Pete Beach" to lessen the confusion with the City of St. Petersburg, located on the mainland to the east.

Even with the name change in 1994, the City of St. Pete Beach is still frequently misspelled "St. Petes Beach," "Saint Petersburg Beach" and "St. Petersburg Beach." Despite the confusion, our vibrant beach community - a collection of families, businesses, and tourist attractions - continues to thrive socially and economically, thanks to year-round gorgeous weather, entertainment, attractions, and public safety.

The City has approximately 9,779 full-time residents and employs approximately 120 FTE's. The City of St. Pete Beach's departments include the City Manager, City Clerk, Finance (Payroll, Account and Procurement), Public Works, Fire Department, Community Development (which includes zoning, permit, code enforcement and parking), Parks, Recreation and Beaches. The City contracts with Pinellas County Sheriff's Office for police services.

The City will use the same Consultant for the duration of the project. The proposal will identify individual(s) responsible for all aspects of the project and must not delegate non-clerical work to lower-level staff without the prior approval of the City Commission/or Commission Committee.

The Consultant will search for qualified candidates and will assist in narrowing the pool of candidates. The consultant will propose how those tasks are conducted. Typically, the types of tasks should include the following, but not limited to:

1. Review the current job description for any needed revisions, in conjunction with the City Commission and other key individuals and sources selected by the City of St. Pete Beach.
2. Develop a community profile and recruitment brochure, with recruiting activities that include but are not limited to targeted mailings, selected advertising, networking, direct inquiries and using the consultant's knowledge of candidates from other searches.
3. Provide the City Commission with the initial pool of applicants that meet the minimum criteria and number of finalists and respond to the City Commission questions.
4. Work with the City Commission to select finalists through an appropriate interview process.
5. Conduct in-depth interviews and detailed background investigation and verify references and credentials

of finalists. Prepare a detailed report on each finalist. Assist the City Commission with their interviews and investigations and in confirming candidates to be interviewed.

6. Working with City Staff, conduct a community engagement process regarding input on the qualities desired in a City Manager and opportunity to meet and engage with final candidates under consideration by Commission.
7. Assist in the interview and selection process as directed by the City Commission.
8. Coordinate and/or conduct any additional assessments and background investigations as directed by the City Commission.
9. If requested by the City, assist in the negotiation of an employment agreement with the final candidate, as directed by the City Commission.

GUARANTEE: The consultant must continue to provide the services above until the contract with the consultant is terminated by the City. In addition, should the new City Manager be terminated for cause or resign within eighteen (18) months, the consultant must conduct a replacement search at no charge.

COMPLIANCE WITH LAWS: The consultant must comply with and perform the services under all applicable federal, state and local laws, guidelines, Executive Orders, or applicable guidance as outlined in Local, State and Federal Compliance Requirements.

APPROACH: Provide a general Statement, based on experience, as to how the consultant would approach the process, including estimated timelines, and how the consultant would involve stakeholders and work together with the City Commission towards the appointment of the successful candidate. Include key milestones, deliverables, and “intersection points: (i.e., in-person meetings) with the City during the recruitment. Also, provide a statement describing how the consultant would approach the City Commission with differing opinions to build consensus and direction. |

MINIMUM QUALIFICATIONS

The City of St. Pete Beach will require each Company to:

1. Be licensed in the State of Florida
2. Possess a minimum of five (5) years’ experience in performing similar work.
3. Have completed three (3) successful searches in the past five (5) years for a city of similar size, scope and complexity.

Submitters shall present their Statement of Qualifications (SOQ) as outlined in the submission instructions section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of St. Pete Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of St. Pete Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs. |

SUBMISSION INSTRUCTIONS

The purpose of this section is to provide information related to the qualifications of interested firms to perform

the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in a submittal being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of St. Pete Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the submitter.

The following information shall be provided in the order detailed:

- a. **Title Page** - List the RFQ subject, the name of the firm, local address, telephone number, name of contact person, and e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d. **Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of the project team and describe the communication processes to be used within the project team. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit five (5) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit to ten (10) pages. Provide information for those projects which have been successfully completed which are similar to those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has provided services for three (3) contracts to other local governments similar to this contract. References shall include:
 - i. Client name, address, phone number, e-mail address.
 - ii. Description of the scope of the work.
 - iii. Month and Year the project was started and completed.
 - iv. Total cost and professional service fees paid.
 - v. Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with the insurance requirements section included in this RFQ.

Full resumes are to be attached as exhibits to the Submittal. Please provide a brief description and information as stated. Additional exhibits to the submittal are acceptable, however, any attachments provided do not take the place of the written requirements as listed above. Resumes are not to exceed two (2) pages per person.

Please direct all technical inquiries concerning this RFQ in writing to the City Contact listed above. Questions must be submitted no later than ten (10) days prior to the submittal due date.

EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's SOQ based upon the criteria stated in this RFQ and the ability to execute the services. As part of the evaluation process, the team may request a sit-down interview with prospective firms. Following the evaluation process, the City will then select the firm(s) considered most qualified. The successful firm(s) will be required to enter into a contract similar to the one included in this RFQ. The City reserves

the right to negotiate modifications to any SOQ that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Submittals will be evaluated in accordance with the criteria listed below:

- Qualification of the Employment Firm
- Qualifications of the Sub-Consultants
- Firm's Experience with recruitment
- Firm's Experience Working with the City of St. Pete Beach if applicable.
- Applicable Project References that reflect and demonstrate the Firm's competence in the recruitment focuses requested by the City.
- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government searches of the same scope.
- Location of Firm
- Quality of SOQ – firm met all requirements requested under Submission of Submittals

RESERVES THE RIGHT

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be the most qualified and in the best interest of the City. The City of St. Pete Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

DESIGNATED CONTACT

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the RFQ and the services being requested.

INSURANCE REQUIREMENTS

Include in proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Professional Liability Insurance** the Consultant will carry professional liability Errors and Omissions Insurance during the terms of this Agreement which will cover liability for any damage or non- performance on account of any error, omission, or other provable negligence caused by the Consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violation of any

statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Consultant shall comply with all local, state, and federal directives, orders and laws as applicable to the Contract.

Compliance with Fla. Stat. 448.095:

- a. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Consultant must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- b. Subconsultants:
 - i. Consultant shall also require all subconsultants performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii. Subconsultants shall provide Consultant with an affidavit stating the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095
 - iii. Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Consultant's E-Verify number.
- d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Consultant may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public agreement for a period of 1 year after date of termination.

PROJECT RECORDS

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

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

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

NO COLLUSION

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

BACKGROUND CHECKS

The Code of Ordinances may require a Consultant or sub-consultant who performs work in or on City property to provide a criminal background check for any employee of the company who will do the work in or on city property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435.03. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to City property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its subconsultants' employees who will have access to City property.

The Consultant shall be required to submit an affidavit on the form provided certifying that background checks shall be completed for all employees who will perform work on city property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, background checks should be initiated at the time of the hire.

The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

CONE OF SILENCE

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with

any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City.

PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. Florida Statutes provide an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted Consultant list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted Consultant list.

CONFLICT OF INTEREST

The Proposer acknowledges and confirms that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibit the proposer from engaging in any business with the City.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of the contract.

- Sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the Consultant.

FISCAL NON-FUNDING

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

SUBMITTAL WITHDRAWAL

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

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

TAXES, FEES, CODES, LICENSING

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

CONTRACT MODIFICATIONS

The Servicer Contract for Employment Search by which the selected Consultants will be bound by is attached. Any requested changes must be negotiated and completed during the solicitation process via addendums. No changes to the contract will be made after the submittal deadline.

III. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to: City of St. Pete Beach

by: _____
(Print individual's name and title)

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

at: _____
(Business address)

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

(FEIN)

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

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133 (1)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

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

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

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this _____ day of _____, 2023, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

IV. NON-COLLUSION AFFADAVIT

STATE OF _____
COUNTY OF _____

I state that I, _____ of _____,
(Name and Title) (Name of Firm) |

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

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication, or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

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

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this _____ day of _____, 2023, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

Sample Contract
(Behind this Page)

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

|Click or tap here to enter text.|

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and |Vendor Name.| (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

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

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

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

1. 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. Employment Eligibility. The Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work

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

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

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

4. Scope of Services. City hereby agrees to purchase, and Vendor hereby agrees to provide the services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Completion Date. Vendor shall provide the services, described herein no later than Click or tap to enter a date.

6. Term. This Agreement will remain in effect for a period of one (1) year from the Effective Date.

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination. This Agreement may be canceled by the City when:

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

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

10. Non-Exclusivity. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services

that are subject to this Agreement.

11. Compensation. Upon Vendor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the hourly rate listed in the proposal, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

12. Insurance. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

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

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

15. Notices. 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:

[Insert Vendor's Name and Address]

As to City:

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

With Copy To:

[Insert Vendor email address]

With Copy To:

cityattorney@stpetebeach.org

16. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

17. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

18. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

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

20. 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.

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

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

[Insert Vendor Name]

City of St. Pete Beach:

Signature: _____

Signature: _____

By: [Insert Vendor's Representative.]

By: _____

Its: [Insert Vendor Rep's Title]

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM I

Executive Employment Search Firms

Issued 10/26/2023

Note that this Addendum does not change the bid due date and time as stated in the above referenced RFB. Sealed bids still must be received by 10:00 AM on 11/15/2023, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Clarification

This is a Request for Qualifications. We are looking for an Executive Employment Search Firm to assist with locating qualified individuals for employment opportunities in upper Management areas within the City of St. Pete Beach. We are asking firms to submit their qualifications, background in assisting with qualified candidates for the position of City Manager. Please send information about your firm, history, background and previous experience, qualifications, references and especially your prior experience sourcing experienced City Managers, as well as any other information requested in the RFQ.



A PROPOSAL TO CONDUCT
EXECUTIVE RECRUITMENT SERVICES
FOR

CITY MANAGER

ON BEHALF OF THE
CITY OF ST. PETE BEACH, FL

EXECUTIVE EMPLOYMENT SEARCH
SERVICES

S. RENÉE NARLOCH, PRESIDENT
2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309
P 850.391.0000
info@srnsearch.com

www.srnsearch.com



November 8, 2023

Mr. John Taylor, Procurement Manager
City of St. Pete Beach
City Clerk's Office
155 Corey Avenue
St. Pete Beach, FL 33706

Dear Mr. Taylor:

We appreciate the opportunity to provide the City of St. Pete Beach with a proposal to conduct a search for the position of City Manager. Our proposal includes an overview of our qualifications and costs related to our services. With respect to this recruitment for the City of St. Pete Beach, you should know:

- S. Renée Narloch & Associates has extensive experience conducting quality searches that result in the placement of candidates ideally suited to clients' needs. S. Renée Narloch & Associates is incorporated in Florida and is a small, woman-owned business. For many years, Ms. Narloch, President, served as the Senior Vice President of Recruitment for a national public sector consulting firm, responsible for recruitments in 40+ states. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. S. Renée Narloch & Associates has a thorough understanding of the scope of services outlined in the City's Request for Qualifications (RFQ), and we are well-qualified and readily available to perform these services.
- S. Renée Narloch & Associates is currently conducting recruitments on behalf of Leon County, FL (Grants Manager); York County, SC (County Manager); City of Port St. Lucie, FL (City Attorney); City of Cape Coral, FL (Public Works Director); the Housing Authority of the City of Tulsa, OK (Director of Real Estate Development); and Opportunity Home San Antonio, TX (Chief Real Estate Officer).
- Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of Dunedin, FL (City Manager and others); City of St. Cloud, FL (Human Resources & Risk Management Director and others); City of Coral Springs, FL (City Manager; (2) Deputy City Managers); and many others. Ms. Narloch will conduct the recruitment for the City Manager for the City of St. Pete Beach. A sample of past clients is included in our proposal (Clients, Page 7).

Thank you for your consideration. Please do not hesitate to contact us at 850.391.0000 should you have questions or need additional information.

Sincerely,

S. Renée Narloch, President



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

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STATEMENT OF QUALIFICATIONS AND PROFILE

OUR UNDERSTANDING OF THE REQUESTED SERVICES

S. Renée Narloch & Associates is highly qualified to assist the City of St. Pete Beach in the recruitment of the new City Manager. We have extensive experience providing recruitment services, ranging from the initial contact with candidates to the successful hiring and placement of candidates.

We are able to successfully manage all aspects of the recruitment process. We will work closely with the City to protect the integrity of the recruitment and to ensure a successful outcome. The City can be assured we will place a high priority on this recruitment, and our dedicated staff will provide their full attention throughout the entire recruitment process. Our recruiters have serviced hundreds of public sector clients, and we understand the importance of an objective and thorough process.

PRIMARY CONTACT

Ms. S. Renée Narloch, President, will conduct the City Manager recruitment for the City of St. Pete Beach. Her contact information is as follows:

S. Renée Narloch, President
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
P: 850.391.0000
Email: reeneen@srnsearch.com
Website: www.srnsearch.com

OUR FIRM HISTORY AND EXPERIENCE

S. Renée Narloch & Associates' recruiters are known throughout the industry as leading public sector recruiters by both clients and candidates. We have a reputation for conducting quality searches that result in the placement of candidates ideally suited to meet our clients' needs. We pride ourselves on our responsiveness to clients and candidates, and we assure the City of St. Pete Beach that the highest caliber of service will be provided throughout the recruitment process.

S. Renée Narloch & Associates is incorporated in the State of Florida and is a small, woman-owned business. For many years, Ms. Narloch served as the Senior Vice President of Recruitment for a national public sector consulting firm. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. In addition, our firm is comprised of individuals who are highly trained and experienced in the recruitment of public sector executives. The office of S. Renée Narloch & Associates is in Tallahassee, Florida.

S. Renée Narloch & Associates is currently conducting recruitments on behalf of Leon County, FL (Grants Manager); York County, SC (County Manager); City of Port St. Lucie, FL (City Attorney); City of Cape Coral, FL (Public Works Director); the Housing Authority of the City of Tulsa, OK (Director of Real Estate Development); and Opportunity Home San Antonio, TX (Chief Real Estate Officer).

Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of

Dunedin, FL (City Manager; Community Development Director; Communications Director; Finance Director; City Clerk); City of St. Cloud, FL (Police Chief; Human Resources & Risk Management Director; Information Technology Director; Environmental Utilities Director); City of Coral Springs, FL (City Manager; Deputy City Managers (2); Director of Economic Development; Director of Financial Services); City of Fort Lauderdale, FL (City Manager; Assistant City Manager; City Attorney; Finance Director; Director of Sustainable Development; Deputy Director of Human Resources; Building Official); City of Tallahassee, FL (City Manager; Fire Chief; Airport Director; Director of Human Resources); City of Thomasville, GA (City Manager; Assistant City Manager; City Engineer); Johnson County, KS (County Auditor; County Appraiser; Chief Legal Counsel); City of Dublin, OH (Director of Communications & Public Information); City of Baytown, TX (Assistant City Manager; City Attorney; Police Chief; Director of Public Affairs); City of Sugar Land, TX (Director of Budget & Strategy; Assistant Director of Finance); Leon County, FL (Building Official); City of Dania Beach, FL (City Manager); City of Miami Beach, FL (City Manager); City of Live Oak, FL (City Manager); Palm Beach County, FL (County Administrator; Director of Capital Improvements); Person County, NC (County Manager); Cumberland County, NC (Assistant County Manager Community Services; Human Resources Director); and many others. Ms. Narloch will conduct the recruitment for the City Manager for the City of St. Pete Beach. She will be assisted by other senior staff members, as outlined in this proposal (The Team, Page 3). A sample of past clients is included in our proposal (Clients, Page 7).

We maintain a database of potential candidates, and our vast network of contacts and resources will be invaluable in identifying outstanding candidates, including those who may not be currently looking for opportunities. Our experience, combined with our proven recruitment process, expansive network of contacts, and knowledge of outstanding candidates, will ensure the City of St. Pete Beach has a quality group of finalists from which to select the new City Manager.

SMALL BUSINESS/MINORITY BUSINESS

S. Renée Narloch & Associates is, by federal and state guidelines, considered a small, woman-owned business based on the size of our firm, our annual business earnings, and the percentage of ownership held (100%) by a woman/minority.

STATEMENT OF PROFESSIONAL STANDARDS

S. Renée Narloch & Associates believes in sound and ethical business practices. We understand that confidence and respect are imperative to our success. Our services to clients and candidates involve relationships that depend on good faith efforts. We conduct business forthrightly with no intentional misrepresentations, which could mislead clients or candidates. We refrain from using any sourcing techniques that involve deception or falsehood and do not engage in activities that violate antitrust laws. Communication between us, our clients, and candidates is impartial and accurate. We make a concerted effort to see that the position, our clients, and candidates are represented honestly and factually. We honor the confidentiality of proprietary information received from clients and candidates and will disclose any knowledge of potential conflicts of interest to client agencies and candidates.

THE TEAM

Our staff at S. Renée Narloch & Associates is comprised of a diverse group of individuals who have extensive experience in the recruitment of public sector executives. The team assigned to the City Manager search will include Ms. Narloch, who will be the lead consultant, with assistance from Mr. Elliott Pervinich and Ms. Liana Velez Thompson.

S. RENÉE NARLOCH, PRESIDENT

Ms. Narloch is the President of S. Renée Narloch & Associates and the Director of our office located in Tallahassee, Florida. She is recognized as one of the nation's leading public sector recruiters. She has more than 25 years of experience conducting public sector recruitments and has participated in more than 400 searches nationwide. Prior to forming S. Renée Narloch & Associates, Ms. Narloch spent ten years as the Senior Vice President of a public sector executive search firm with responsibilities for clients in 40 states from Texas northward to the East Coast. She also previously served as a Senior Recruiter with DMG and MAXIMUS with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic, and Mid-Western states. Ms. Narloch is considered an expert in public sector recruitment and is often a guest speaker at the International City/County Management Association (ICMA) Annual Conference. Ms. Narloch received her Bachelor of Science degree in Information Studies, summa cum laude, from Florida State University, Tallahassee, Florida.

ELLIOTT S. PERVINICH, VICE PRESIDENT

Mr. Pervinich is the Vice President of S. Renée Narloch & Associates' office located in Tallahassee, Florida. He concentrates on client outreach and business operations. Mr. Pervinich previously worked for a local city government in central Texas as a team-building trainer and facilitator in corporate development, which has given him great insight into the needs of our clients. He has twelve years of experience working in executive administration in both the local government and the for-profit sectors. Mr. Pervinich received his Bachelor of Science degree in Recreation and Leisure Services Administration from Florida State University, Tallahassee, Florida.

LIANA VELEZ THOMPSON, SENIOR CONSULTANT

As a Senior Consultant with S. Renée Narloch & Associates, Ms. Thompson is responsible for research, candidate recruitment, screening, reference checks, and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search. Prior to joining S. Renée Narloch & Associates, Ms. Thompson spent several years in the field of special education. Ms. Thompson received her Bachelor of Arts degree, magna cum laude, and a Master of Special Education from Florida State University, Tallahassee, Florida.

SERVICES APPROACH

S. Renée Narloch & Associates' unique, client-driven approach to executive search will ensure that the City of St. Pete Beach has a pool of high-quality candidates from which to select the new City Manager. Outlined below are the services we provide in our recruitment process.

DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City's requirements will be the foundation of a successful search. We will work directly with City Commission, City staff, and others involved in the process in order to learn as much as possible about what the organization expects of a new City Manager. We can also meet with other key staff or community members to gather information. We want to learn about the values and culture of the organization, as well as understand the current issues, challenges, and opportunities that face the City of St. Pete Beach. We also want to be fully acquainted with the City's expectations regarding the knowledge, skills, and abilities sought in the ideal candidate, and we will work with your organization to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. As part of this process, we will provide an evaluation of the compensation and benefits of the City Manager position. Based on these discussions, we will develop a profile that addresses the responsibilities, core competencies and professional characteristics and traits, education and training, operational and organizational issues, and other factors relevant to this position. The profile that we develop together at this stage will guide our recruitment efforts.

ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City's needs, we will design an effective advertising campaign that is appropriate for the recruitment. We will focus on professional journals that are specifically suited to the City Manager search, such as the ICMA Newsletter, utilizing venues that will ensure a diverse pool of applicants, including qualified minority and women candidates. We will also utilize social media and will develop a professional recruitment brochure on the City's behalf that will discuss the community, organization, position, and compensation. Once completed, we will mail the brochure to an extensive audience, making them aware of the exciting opportunity with the City of St. Pete Beach.

RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database of thousands of candidates and our contacts in the field, we will conduct an aggressive outreach effort that includes making personal calls to prospective applicants in order to identify and recruit outstanding candidates, including qualified minority and women candidates. We realize that the best candidate is often not looking for a new job, and this is the person that we actively pursue to become a candidate. Aggressively marketing the City Manager position to prospective candidates will be essential to the success of the search.

SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen all resumes and cover letters using the criteria established in our initial meetings to narrow the field of candidates.

PRELIMINARY INTERVIEWS

We will conduct preliminary interviews with the top 10 to 12 candidates in order to determine which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience as it pertains to the City Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills, and abilities. We will devote specific attention to determining the likelihood of the candidate's acceptance of the position if an offer of employment is made.

PUBLIC RECORDS SEARCH

Following the interviews, we will conduct a review of published articles that reference each candidate. Various sources will be consulted, including Lexis-Nexis[®], a newspaper/magazine search engine, Google, and local papers from the communities in which the candidates have worked. This brings to our attention any further detailed inquiries that we may need to make at this time.

RECOMMENDATIONS

Based on the information gathered through meetings with your organization and preliminary interviews with candidates, we will typically recommend three to five candidates for your consideration. We will prepare a report on each candidate that focuses on the results of our interviews and public record searches, to include detailed information pertaining to the candidates' professional experiences and accomplishments, strengths and potential gaps, and background information. We will make specific recommendations, but the final selection of those to be considered will be up to you.

FINAL INTERVIEWS

Our years of experience will be invaluable as we help you to develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel, or assessment center process. We will provide you with suggested interview questions and rating forms, and we will be present at the interviews to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience since the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews, we will conduct a credit, criminal, civil litigation, and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to provide the names of their supervisors, subordinates, and peers for the past several years. Additionally, we will make a point of speaking confidentially to individuals known to have insight into a candidate's abilities, but who may not be on his/her preferred list of contacts. At this stage in the recruitment, we will also verify candidates' educational backgrounds and any required certifications.

NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Our experience provides us with insight into current industry standards and expectations in negotiating contracts, and we will be available to advise you regarding current approaches to difficult issues such as housing and relocation. Working to secure the appointment of your chosen candidate, we will represent your interests and advise you regarding salary, benefits, and employment agreements. We have the expertise to turn a very sensitive aspect of the recruitment into one that is viewed positively by both you and the candidate.

COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, we will provide the City with updates on the status of the search, and we will provide a schedule for actions and deliverables at the beginning of the process. We will also take care of all administrative details on your behalf. Candidates will receive personal correspondence advising them of their status at each critical point during the recruitment. In addition, we will respond to inquiries about the status of their candidacy within 24 hours. Every administrative detail will receive our attention.

CLIENTS/REFERENCES

CLIENTS

S. Renée Narloch & Associates' recruiters have extensive experience, placing more than 400 public sector professionals. Below is a list of some of the clients for which Ms. Narloch has recruited in the last few years. For a complete client list, please contact us.

City of St. Pete Beach, FL Building Official	City of Arlington, TX Deputy City Manager; Parks & Recreation Director
City of Dunedin, FL City Manager; Community Development Director; Communications Director; Finance Director; City Clerk	City of Virginia Beach, VA Deputy City Manager; Assistant Human Services Director
City of St. Cloud, FL IT Director; Environmental Utilities Director; Human Resources & Risk Management Director; Police Chief	City of Boca Raton, FL Building Official; Risk Manager
City of Coral Springs, FL City Manager; Deputy City Manager (2 positions); Director of Economic Development; Director of Finance; Police Chief	City of Delray Beach, FL City Attorney
City of Fort Lauderdale, FL City Manager; Assistant City Manager; Building Official; Finance Director; City Attorney; Director of Sustainable Development; Deputy Director of Human Resources	Broward County, FL Assistant Director of Economic & Small Business Development; County Attorney; Port Everglades Chief Executive/Port Director; Port Everglades Director of Business Development
City of Tallahassee, FL City Manager; Human Resource Director; Fire Chief; Director of Airport; Assistant General Manager - Underground Utilities & Public Infrastructure (Engineering Division)	Sumter County, FL Public Works Director; Fire Chief; Development Services Director; Assistant Public Works Director Engineer; Staff Engineer
City of Thomasville, GA City Manager; Assistant City Manager; City Engineer	Workforce Development Board (WDB), OH Executive Director/CEO
City of Dania Beach, FL City Manager	City of San Antonio, TX Assistant Finance Director - Procurement
City of Miami Beach, FL City Manager	San Antonio Housing Authority (SAHA), TX Director of Community Development Initiatives; Development Services & Neighborhood Revitalization Officer; Director of Information Technology; Director of Human Resources;
City of Topeka, KS City Manager; Administrative and Financial Services Director	President and CEO; Director of Federal Housing Programs; Chief Operating Officer; Director of Communications and Public Affairs
City of Rye, NY City Manager	SOS Children's Villages - Florida Chief Executive Officer
City of Dallas, TX City Manager; Assistant Director of Transportation Operations; Assistant Director of Water Utilities; City Attorney; Managing Director of Environmental Quality; Assistant Director of Street Services (Maintenance)	Virginia Commonwealth University (VCU), Richmond, VA Police Chief
Town of Addison, TX City Manager	Alexandria Redevelopment and Housing Authority (ARHA), VA Chief Executive Officer
City of Charlottesville, VA City Manager	Portsmouth Redevelopment & Housing Authority (PRHA), VA Executive Director
	Housing Authority of the City of Tulsa, OK President/CEO; VP/CFO
	New Orleans Redevelopment Authority, LA Executive Director

City of Oak Creek, WI
 City Administrator
 Houston Housing Authority, TX
 President/CEO
 City of Durham, NC
 Director of Technology Solutions
 Cumberland County, NC
 Assistant County Manager - Community Support
 Services; Human Resources Director
 City of Sugar Land, TX
 Controller; Assistant Director of Finance; Director
 of Budget & Strategy
 Rochester-Genesee Regional Transportation
 Authority (RGRTA), NY
 Chief Executive Officer (CEO)
 Florida Public Transportation Association
 Executive Director
 Leon County (Tallahassee), FL
 Building Official
 Early Learning Coalition of Broward County, FL
 Chief Executive Officer
 City of Gainesville, FL
 City Attorney; City Auditor; Chief Plans Examiner;
 Building Inspector; Planner IV
 Housing Authority of the City of Austin, TX
 Vice President/Chief Financial Officer;
 President/CEO
 International Association of Campus Law
 Enforcement Administrators (IACLEA), MD
 Executive Director
 City of Austin, TX
 Assistant Director, Public Works Engineering and
 Project Delivery
 El Paso Water Utilities-Public Service Board, TX
 President/CEO
 Louisiana Housing Corporation, LA
 Executive Director
 Children's Board of Hillsborough County, FL
 Executive Director
 Alachua County, FL
 County Manager
 Housing Authority of the City of Brownsville, TX
 Chief Executive Officer
 Pasco County, FL
 County Manager
 Lee County, FL
 County Manager; County Attorney
 Pinellas Suncoast Transit Authority (PSTA), FL
 Chief Financial Officer
 Orange County, FL
 Chief of Corrections
 Hillsborough County, FL
 Director of Head Start; Affordable Housing
 Services Director; County Administrator

City of Quincy, FL
 Finance Director
 Fort Worth Housing Authority, TX
 President/CEO
 Wake County, NC
 County Manager
 Metropolitan Washington Airports Authority, DC
 Vice President for Public Safety
 Sebring Airport Authority (SAA), FL
 Airport Manager
 Scott Consolidated Emergency Communications
 Center (Scott County, IA)
 Emergency Services Dispatch Director
 Wayne County, MI
 Deputy Chief Director of Personnel; Chief
 Deputy CFO
 City of Coconut Creek, FL
 City Attorney
 City of Newport News, VA
 Fire Chief
 City of Margate, FL
 City Attorney; Director of Environmental and
 Engineering Services
 City of West Palm Beach, FL
 Director of Public Utilities; Director of Engineering
 Services
 Franklin County, OH
 County Administrator; Animal Care & Control
 Services Director; Director of Job & Family
 Services
 Sedgwick County, KS
 County Manager; Health Department Director;
 Director of Human Resources
 City of Wichita, KS
 Director of Law; Director of Housing &
 Community Services
 Dallas County, TX
 Director of Human Resources
 Palm Beach County, FL
 County Administrator; Director of Capital
 Improvements
 South Padre Island, TX
 Convention & Visitors Bureau Director
 Town of Lake Lure, NC
 Town Manager; Project Manager
 Durham County, NC
 Fire Marshal/City-County Emergency
 Management Director
 City of Hallandale Beach, FL
 Comptroller
 Community Coordinate Care for Children (4C), FL
 Chief Officer of Education
 Person County, NC
 County Manager

REFERENCES

Clients and candidates provide the best testament to our ability to conduct quality searches. Listed below are a few clients for whom Ms. Narloch has conducted searches. The average tenure of placements is approximately five years.

CLIENT: City of Dunedin, FL
REFERENCE: Ms. Theresa Smalling, Director of Human Resources & Risk Management
750 Milwaukee Ave, Dunedin, FL 34698
(727) 298-3042; TSmalling@DunedinFL.Net

POSITIONS: City Manager; Finance Director; City Clerk; Director of Community Development; Director of Communications

CLIENT: City of Thomasville, GA
REFERENCE: Mayor Jay Flowers
111 Victoria Place, PO Box 1540, Thomasville, GA 31799
(229) 379-1006; jayf@hotmasville.org

POSITIONS: City Manager; City Engineer

CLIENT: Seminole County, FL (Reference letter included)
REFERENCE: Ms. Meloney Koontz
1101 East First Street, Sanford, FL 32771
(407) 665-7225; mkoontz@seminolecountyfl.gov

POSITIONS: County Manager; County Attorney

CLIENT: City of Baytown, TX
REFERENCE: Ms. Carol Flynt, Assistant City Manager
2401 Market Street, Baytown, TX 77520
(281) 420-6521; carol.flynt@baytown.org

POSITIONS: Assistant City Manager; City Attorney; Police Chief; Director of Public Affairs

COST PROPOSAL

PROFESSIONAL FEE AND EXPENSES

The professional fee for conducting this recruitment on behalf of the City of St. Pete Beach is \$22,450, plus actual expenses. Services covered by the fee consist of all steps outlined in this proposal, including up to three (3) onsite/video meetings. Expenses are estimated not to exceed \$4,500 and include items such as the cost of consultant travel, clerical support, placement of ads, newspaper searches, education verification, as well as credit, criminal, and civil checks. In addition, postage, photocopying, and telephone charges are included and will be allocated. Expenses related to the use of audio/video conferencing equipment by the City for interviews and candidates' travel for interviews are the responsibility of the City of St. Pete Beach.

CANDIDATE TRAVEL

With respect to candidate travel for interviews, we typically ask candidates to make their travel arrangements and advise them the City will reimburse them directly for reasonable airfare, hotel, and auto expenses if allowed. We advise candidates on what is standard and customary in the industry, as well as the City's expectations and parameters regarding travel. Our experience has been that candidates use discretion and stay within reasonable limits both in pricing and scheduling.

PAYMENT

We will invoice the City of St. Pete Beach monthly for professional fees and expenses for services incurred as of the date of the invoice. We expect payment of the invoice within 30 days of receipt by the City. Typically, this results in three monthly invoices of 30% of professional fees and expenses, with a final invoice for the remaining ten percent of professional fees due upon the selection of the finalist.

GUARANTEE

We guarantee that, should the selected candidate be terminated for cause within 18 months of employment, we will conduct the search again at no cost (with the exception of expenses) to the City. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision.

SCHEDULE

We are available to begin the search for the City Manager immediately, and our current workload is such that we can ensure the City will receive our full attention throughout the entire recruitment process. We will be prepared to make our recommendation regarding finalists within 75 to 90 days from the start of the search. A standard recruitment can typically be completed in less than 16 weeks and follows an approach and schedule similar to the one below:

WEEK	TASK:
1	Conduct meetings with the City Commission, City staff, and others involved in the process
2	Develop recruitment brochure and advertisements
3	City reviews recruitment brochure and advertisements
4	Recruitment brochure printed and advertisements placed
5	Active recruitment of candidates begins
9	Closing date
10	Screen resumes
11-12	Recruiter interviews top candidates
12-13	Public records search
14	Review recommendations with the City Commission, City staff, and others involved in the process
15	Candidates interview with the City, follow-up interviews, and consultant reference/background checks
16	Candidate selected

BOARD OF COUNTY COMMISSIONERS



January 26, 2023

Ms. Renee Narloch, President
Narloch & Associates
2910 Kerry Forest Parkway
D4-242
Tallahassee, FL 32309

Dear Ms. Narloch:

The Seminole County Board of County Commissioners would like to commend you on the tremendous performance of you and your team, as you guided us through the critically important task of finding the perfect fit to fill the County Manager role in our organization.

From start to finish, Narloch & Associates' efforts in a nation-wide search was done with excellence, experience, and a well-executed plan to cross the finish line with success.

Your expertise and dedication to understanding the needs of every constituency in this process was evident and much appreciated. On behalf of the employees, citizens, and Board, we thank you, for bringing us the very best candidates from which to choose.

Sincerely,

Amy Lockhart, Chairman
Seminole County Board of County Commissioners

cc: BCC

THE COMMUNITY

Seminole County is located in Central Florida, just 25 miles from downtown Orlando. The County is part of the Orlando-Kissimmee-Sanford Metropolitan Statistical Area and is the third most densely populated county in the state (est. pop. 470,856).

Home to seven incorporated municipalities, including the county seat of Sanford, Seminole County continues to be one of the fastest-growing counties in Florida and holds the fifth-highest taxable value in Florida based on value per square mile.

Bordered on three sides by pristine rivers and a huge lake, including the Wekiva River to the west, the St. Johns River to the east, and Lake Monroe to the north, Seminole County is an ideal vacation spot for those seeking the beauty of nature.

Nestled among charming historical villages and quaint towns and surrounded by the beauty and sense of Old Florida, Seminole County has 344 square miles of lush tropical foliage, 2,000 fresh-water lakes and rivers, and diverse wildlife which offers the classic Florida experience of enjoying peaceful rivers, fishing, boating, hiking, and more.

Just a short drive from all the major attractions of Central Florida, Seminole County offers great accommodations, fine dining, upscale shopping, superb golf courses, and state-of-the-art sports facilities and training complexes.

The Greater Orlando Metropolitan District, which includes Seminole, Osceola, Lake, and Orange counties, together with neighboring coastal counties of Volusia and Brevard, creates a viable, progressive and diverse setting for economic growth and residential development.

The County is a hotbed for economic development and attracts significant business operations from around the world, including the American Automobile Association (AAA), Verizon Communications, Mitsubishi Hitachi Power Systems, Deloitte Consulting, LLP, Faro Technologies, and Convergys.

The County has over 24 active and passive parks, over 40 miles of paved trails, eight wilderness areas encompassing over 6,600 acres, and more.

Seminole County Public Schools (SCPS) is renowned as a Premier National School District. SCPS has more than 67,000 students and is the 12th largest school district in Florida and 60th nationally. It boasts 37 traditional elementary schools, 12 middle schools, and 9 high schools. For higher education, Seminole County is in close proximity to more than 35 colleges, universities, technical schools, and private institutions, most notably Seminole State College, as well as continuing education programs that offer ongoing opportunities for workers to sharpen their skills.

The community hosts many special events, including the Scottish Highland Games, Love Your Shorts Film Festival, Central Florida BBQ Blowout, Red Hot and Boom, and more.



With a median age of 39, a median household income of \$70K, and 40% of the County's population possessing a bachelor's degree or higher, Seminole County is often considered a microcosm of the United States.

With its mild climate year-round, natural beauty, and proximity to endless amenities and attractions, Seminole County continues to be a community of choice with an exceptional quality of life.

THE AGENCY

Seminole County is a Home Rule Charter County as provided in the Florida Constitution and approved by voter referendum, effective January 1, 1989. The County operates under an elected County Commission and appointed County Manager form of government. Legislative responsibilities are assigned to the Board of County Commissioners (BCC), and executive duties are assigned to the County Manager, who carries out the directives and policies of the Board.

The Board of County Commissioners is comprised of five members serving staggered terms of four years. Each Commissioner represents one of the five County Commission districts, and the Commissioners are elected countywide. The Commission elects the Board Chair annually each November.

The Chair presides over County Commission meetings and work sessions, executes legal documents, and appoints Commissioners to various boards and committees. The Chair is the official representative of the Board and retains a vote on all items.

The Constitutional Offices of Sheriff, Property Appraiser, Tax Collector, Clerk of the Circuit Court and Comptroller, and Supervisor of Elections are elected every four years. The County's Constitutional Officers perform their executive and administrative functions as specified by law.

The Fiscal Year 2022/23 Adopted Budget totals \$992 million, including \$673 million in operating funds and \$319 million for non-dedicated transfers and reserves.

Public safety, water, sewer, solid waste, and transportation services account for 70% of the operating budget. The General Countywide ad valorem tax rate is 4.8751 mills; the Unincorporated Road District rate is 0.1107 mills; the Fire District MSTU ad valorem tax rate is 2.7649 mills, for a total Unincorporated County millage rate of 7.7507. The Countywide General Fund millage rate has remained unchanged since Fiscal Year 2010/11 and is lower than that of most counties in Central Florida.

Fiscal Year 2021/22 demonstrated a 12.6% growth in property valuations. Property values have remained steady due to the County's thriving residential real estate market. Although the COVID-19 crisis significantly impacted non-ad valorem revenues, most have stabilized.

Even with steady property values, several factors will influence future budgets: SunRail operational costs will transition from FDOT to area counties in Fiscal Year 2024/25 at an estimated

\$14 million annually for Seminole County's portion; Debt service for Phase One of the Five Points development will fully commence in Fiscal Year 2023/24 at an estimated \$8.3 million annually; health insurance costs have increased 6% annually over the previous six years; LYNX bus services have increased by more than 6% annually; fuel tax revenues peaked in 2019 and continue to trend downward; and the County's aging fleet requires \$7-10 million annually to remain operational.

Some recent progress and achievements, as well as current opportunities, for Seminole County include:

- Last year, Seminole County Fire Department became the only county fire department in the nation to attain the ISO Class 1 rating and accreditation through the Commission on Accreditation of Ambulance Services (CAAS).
- In September 2022, S&P Global Ratings raised its long-term and underlying rating on Seminole County's issuer credit rating, along with its rating on the County's non-ad valorem debt, to 'AA+' from 'AA.' Moody's Investors Service maintained an Aa1 issuer rating on the County and assigned a Aa2 rating to the County's Special Obligation Revenue and Refunding Bonds.
- The County's One Cent Infrastructure Sales Tax generated more than \$50 million in Fiscal year 2021/22. Unlike property taxes, sales tax is not sustained solely by County residents, as commuters and visitors contribute to sales taxes paid within the County. This revenue will sunset on December 31, 2024. Pursuant to an Interlocal Agreement, the County receives 55.6% of the projected sales tax, with Seminole County Public Schools receiving 25%, and the seven cities share 19.4% of the estimated revenue. If a 4th Generation "Penny" is not approved by the voters in 2024, the County will need to either identify new revenues to fund infrastructure projects or significantly reduce the current program plan.
- Phase One of the County's Five Points Master Plan Development, which includes relocation of the Civil Courthouse from downtown Sanford as well as construction of a central energy plant and parking garage, commenced in January 2022. This \$166 million project will be completed by summer 2025, with funding secured through the issuance of a thirty-year fixed-rate bond.
- The Board initiated a Land Development Code revisioning process to modify components to better align with the County's Comprehensive Plan and to modernize certain chapters of the Code. The two-year process is anticipated for completion by early 2023.
- At its March 2021 retreat, the Board refined 10 Key Strategic Priorities (KSPs) that represent programs and projects that align with the County's purpose to serve and strengthen the community: Community-driven Land Use Vision Plan; Affordable and Workforce Housing; General Fund Reserves; General Fund Capital Improvements Strategy; Five Points; Regional Partnerships; Holistic Water Policy; Leadership and Talent Development; County Government Technology Improvements; and Community Health Initiatives.
- The Board authorized the County's \$91.6 million American Rescue Plan Act relief and financial assistance plan in August 2021, the largest aid program in County history. Funds must be allocated by December 2024; therefore, the County continues to refine programming within the authorized categories to ensure many qualified community needs are addressed.



THE POSITION

The County Manager is appointed by and serves at the pleasure of the Board of County Commissioners. The County Manager serves as the Chief Executive Officer responsible for administering the County Commission policies and overseeing the day-to-day operations of the County.

The County Manager oversees nine departments: Administration (which includes Community/Media Relations, Human Resources, the Office of Economic Development and Tourism, the Office of Emergency Management, and the Office of Organizational Excellence), Community Services, Development Services, Environmental Services, Information Services, Leisure Services, Resource Management, Public Works, and the Seminole County Fire Department. The County has approximately 1,550 full-time equivalent employees.

Responsibilities of the County Manager include, but are not limited to:

- Administer and carry out the directives of the Board; enforce orders, ordinances, resolutions and regulations of the Board, the provisions of the Charter, and Florida law;
- Recommend to the Board the adoption of policies as necessary or expedient for the health, safety, and welfare of the community;
- Prepare the County's annual operating budget, capital budget, and capital improvements program, including monitoring funds, short- and long-term planning, and efficiency analyses of departments;
- Supervision of county administrative departments, county property, institutions, and agencies;
- Review, analyze, and forecast trends of county services, finances, and programs;
- Provide annual report to the Board and citizens with regard to the work of the County, as well as recommendations for actions or programs for improvement;
- Negotiate and execute contracts, bonds, and other instruments on behalf of the County, as authorized by the Board;

- Manage and administer tax funds; maximize receipt of federal and state grants;
- Analyze administrative and policy ramifications of proposed state and federal legislation and make recommendations to the Board accordingly;
- Provide leadership to identify new sources of revenue, arrange public/private partnerships, and participate in the overall efforts in the areas of fiscal responsibility, economic development, and other activities serving the County's best interests;
- Perform such other duties as assigned.



The County Manager position is open due to the former manager accepting another position after serving Seminole County for several years.

IDEAL CANDIDATE

The ideal candidate is a professional manager who is open, honest, trustworthy, and of high moral and ethical character. A strong, visionary leader who is confident, approachable, and passionate about public service is needed.

The County Manager must work effectively with elected officials, including Constitutional Officers, and be politically savvy and diplomatic while remaining apolitical. Exceptional interpersonal and communication skills are a must.

The successful candidate will be a self-starter who is innovative, progressive, and solutions-oriented and will anticipate issues and provide recommendations, options, and alternatives as needed. The selected candidate must be committed to transparency and promote diversity.

The County Manager must build and maintain excellent local and regional relationships with key partners and stakeholders. Must also develop effective working relationships internal to the organization and promote a team-oriented environment of excellence.

An open and inclusive management style is desired. The County Manager will supervise staff through planning, management, and review and should encourage, mentor, and develop staff and promote succession planning.

The County Manager will be supportive of the Board and the Commissioner/Manager form of government and keep the Board equally and fully informed, providing balanced information on issues.

Requirements for the position include a bachelor's degree in public or business administration or a related field; master's degree is preferred. Candidates must have at least five (5) years of senior-level management experience as a manager or ten (10) years of experience as a deputy/assistant manager, preferably within local government and with agencies of similar size and complexities. Solid budgetary/financial management skills are essential, and experience in sustainable growth, economic development, intergovernmental relations,

negotiations, land use, and environmental issues is preferred.

According to the County Charter, the County Manager need not be a resident of the County at the time of appointment but must establish residency by the time the County Manager takes office.

COMPENSATION

The salary range is open, dependent upon qualifications, and is accompanied by a competitive benefits package. The starting salary will be based upon the knowledge and experience of the individual selected. Seminole County strives to be the employer of choice in Central Florida through competitive pay, benefits, and a positive working environment. The State of Florida does not have a state income tax.

TO APPLY

If interested in this outstanding opportunity, visit our website at www.srnsearch.com and apply online. The first review of resumes will take place on December 9, 2022; position is open until filled.

Resumes will be screened according to the qualifications outlined above. Screening interviews with the most qualified applicants will be conducted by S. Renée Narloch & Associates to determine a select group of finalist candidates who will be asked to provide references. References will be contacted only following candidate consent. Final interviews will be held with the Seminole County Board of County Commissioners. Candidates will be advised of the status of the recruitment following the selection of the County Manager.

Questions may be directed to:

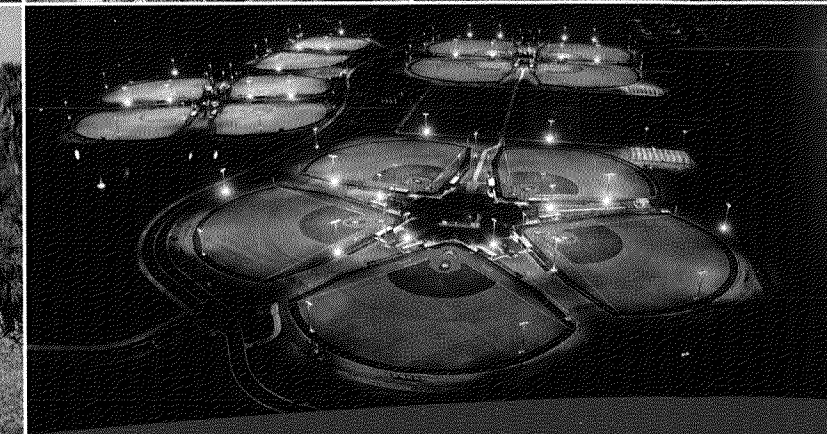
S. Renée Narloch, President or
Elliott Pervinich, Vice President
S. Renée Narloch & Associates
info@srnsearch.com | 850.391.0000
www.srnsearch.com

Seminole County Government fully commits itself to providing equal opportunities to all persons regardless of race, color or national origin, sex, age, political affiliations or beliefs, religious beliefs, or disability. The County values veterans' service and supports the recruitment of veterans. As such, Veterans' Preference will be given per Chapter 295 of the Florida Statutes for veterans who meet the minimum requirements.

In accordance with Florida's Public Records/Sunshine Laws, resumes and applications are subject to public disclosure.



2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309



SEMINOLE COUNTY, FL
INVITES YOUR INTEREST IN THE POSITION OF
COUNTY MANAGER

Scoresheet Total for Search Firm's 11/28/2023

Scorer Firm	Amber LaRowe		Jennifer McMahon		Wayne Saunders	
	Baenziger	Narloch	Baenziger	Narloch	Baeziger	Narloch
Question 1	5	5	4	4	5	4
Question 2	3	5	4	5	5	3
Question 3	5	4	5	4	5	4
Question 4	5	5	4	4	5	5
Question 5	5	5	4	5	5	5
Question 6	4	4	4	4	5	3
Total	27	28	25	26	30	24
Mean Score	62	62				

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

Agenda Report

Action Request: Motion to approve lot split request 23079.

Strategic Objective: N/A

Date: December 12, 2023

Prepared By: Brandon Berry, Planner II

Through: Wayne Saunders, Interim City Manager

Summary of Issue: Applicant requests City Commission approval to split the existing parcel at 102 15th Ave into two 50x100' lots as originally platted, pursuant to Land Development Code Sec. 20.14.(c). Staff is recommending approval.

Funding: N/A

Attachments:

1. 23079 Staff Writeup - City Commission
2. 23079 Application, Surveys & Supporting Documents



**PLANNING & ZONING DIVISION
STAFF FINDINGS REPORT
TO THE
CITY COMMISSION**

Lot Split Request No. 23079

Property Owner: Dave Feinberg of Sea Biscuit Properties LLC

Meeting Date: December 12, 2023

Prepared By: Brandon Berry, Planner, Planning and Zoning Division

REQUEST	Applicant requests to split an existing 100x100' (10,000 SF) lot into two 50x100' (5,000 SF) lots.
SUBJECT PROPERTY	102 15 th Ave; WEBSTER'S MAP, WARREN BLK C, LOTS 48 AND 57; Parcel ID #18-32-16-95454-005-0480
LAND USE / ZONING	RLM-2/PAG
FEMA FLOOD ZONE	AE-9 (Landward of LiMWA)
HISTORIC STATUS	The property formerly contained a four-unit residence.
SURROUNDING AREA	North – 15 th Ave/Hurley Park South – Single-family home and vacant parcel West – Single-family home East – Alleyway, single-family home and vacant parcel

BACKGROUND and ANALYSIS

The property is currently vacant following the demolition of a former non-contributing four-plex that spanned both lots of the subject property in August 2022. The owner is requesting to split the property to the two original platted lots (Warren Webster's Map Block C, Lots 48 & 57 – platted 1924), sized 50x100', which would allow a single-family home constructed to either the underlying RLM-2 or House-Medium building type of the Pass-a-Grille Overlay District on each of the resulting lots.

The zoning code prohibits replatting in the RLM-2 District when it would result in an increase in density. In the subject case, the request is either reducing or keeping consistent allowable density. Pursuant to the Pass-a-Grille Overlay provisions, the owner has the option to reconstruct a four-plex provided that the living square footage does not increase above that of the structure formerly on the property and the residence is constructed to the Pass-a-Grille Overlay District standards. Alternatively, they could redevelop a single-family home or duplex on the parcel as it is currently combined without being limited to the square footage of the former structure. If the parcel were to be split to the original Lots 48 and

57, each would be sized to contain no more than one single-family home. Should the split be approved by the City Commission, and undertaken, the ability to construct a four-plex at the property would be eliminated.

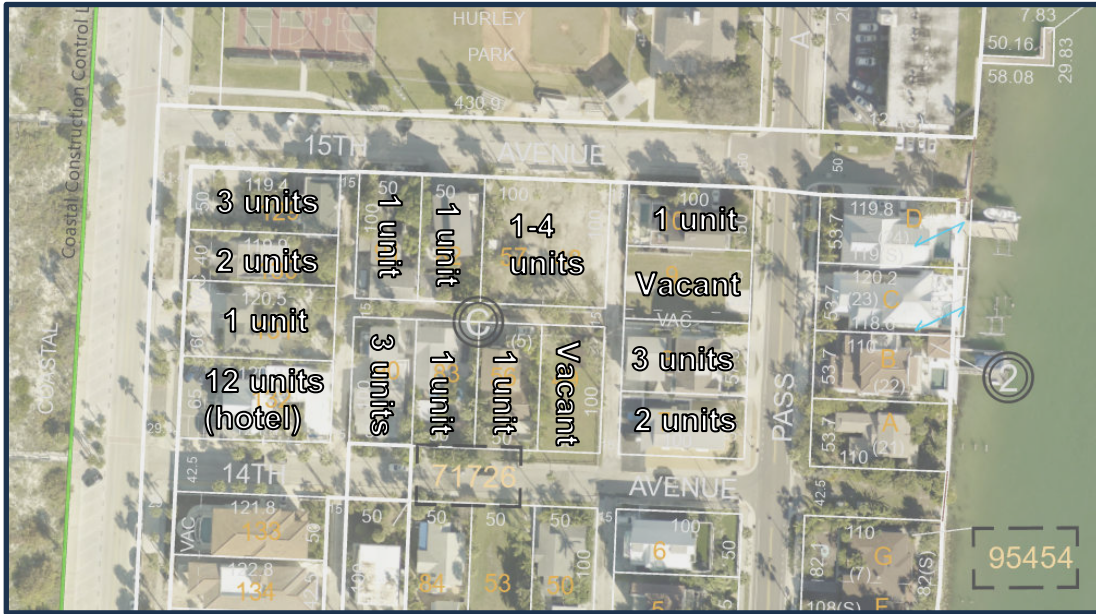
No variances are required, nor is a formal subdivision needed, to permit the lot split. The land use and zoning category for the RLM-2 zoning district requires each lot to be at least 4,400 SF in area and 40 feet in width to support one detached single family home. Each resulting lot would be 5,000 SF in area and 50 feet in width.

Per Land Development Code Section 20.14, "Assembly or parcel splits shall only be permitted through the City Commission, to determine the compatibility and respect for the existing character of the PAG Overlay District".

Compatibility and Respect for Existing Character

Staff finds the resulting lots would be respectful of the character of the neighborhood. The majority of the lots comprising the Webster's Map plat remain in their original platted dimensions of 50x100'. The property is bounded by single-family homes to the west, south, and east, each of which would be permitted the same RLM-2 or House-Medium development options of the subject property were they to be redeveloped. Aside from the Inn on the Beach, a twelve-unit lodging at the southwest corner of the block, the majority of the developments in the vicinity are single-to-three family homes.

Surrounding Existing Unit Count



Recommendation

Staff generally finds the split to produce lots that are compatible with those in the vicinity, and will produce development that is promoted in the subject zoning district. It also reduces potential overall density in the neighborhood, which creates compliance between the lot and the zoning code. Staff recommends approval.

Lot Split for 102 15th Ave Lots 48 & 57.-Sea Biscuit Properties, LLC

<i>Application for Lot Split</i>	<i>2</i>
<i>Survey</i>	<i>4</i>
<i>LOT 48 SURVEY (EAST LOT)</i>	<i>5</i>
<i>LOT 57 SURVEY (WEST LOT)</i>	<i>6</i>
<i>City Zoning Letter</i>	<i>7</i>
<i>DIVISION 11 RLM 2 RESIDENTIAL DISTRICT</i>	<i>16</i>
<i>DIVISION 20 PAG PASS A GRILLE OVERLAY DISTRICT</i>	<i>19</i>



CITY OF ST PETE BEACH

LOT SPLIT/LOT ASSEMBLY APPLICATION

Property Information	
Project Address or Location: 102 15th Ave - Webster's Map, Warren Blk C Lots 48 AND 57	☒ Inside City Limits or ☐ Outside City Limits
County Property Appraiser Tax Parcel ID Number(s):	
a. 18-32-16-95454-005-0480	
b. _____	
c. ☐ See attached list of parcel ID numbers	
Existing Future Land Use Map Designation: Residential Low Medium	
Existing Zoning District Designation: RLM-2/PAG	
Existing Use: 4 units	
Is this property in an Special District? ☐ No ☐ Yes, if yes, ☐ Pass-a-Grille _____	
General description of request or project: Condition related demo, zoning not allowing to retain density, no market for maintaining parcel	

Type of Submittal to be Reviewed (check all that apply)
☒ Lot Split in the Pass-a-Grille Overlay Area (LDC 20.12), lots may not be split to a size smaller than the platted lot of record and/or building types of the Pass-a-Grille Overlay District.
☐ Lot Split in areas outside of PAG, that includes original Plat of combined lots (City Manager review/approval, LDC 24.4)
☐ Lot Split and Plat (City Commission approval, see section LDC. 24.2- 24.3 for RU-1, RU-2, RLM-1, RLM-2)
☐ Lot Assembly in the Pass-a-Grille Overlay Area (City Commission approval, LDC 20.14)
☐ Lot Assembly in areas outside of PAG, that includes original Plat of combined lots (City Manager review/approval, LDC 24.4)
☐ Other (describe):

Property Owner Information		Representative Information (if other then the owner)	
Name: SEA BISCUIT PROPERTIES LLC		Name:	
Address: 1407 PASS A GRILLE WAY		Address:	
City: ST PETE BEACH	State: FL	City:	State:
Zip: 33706		Zip:	
Phone: 727-643-6007		Phone:	
Email: mauricefeinbergjr@gmail.com		Email:	
Firm Name: N/A		Firm Name:	

For Office Use Only	
Date and Time Received: _____ By: _____	Permit Number: _____
Additional Rec'd Date/Time: _____ By: _____	Meeting Scheduled for: Date: ____/____/____
Application Status: ☐ Complete ☐ Incomplete	Or No Meeting Required: ☐
	Fee: _____

Lot Split/Lot Assembly Conditions :

The following conditions must exist in order to split a parcel under this process:

1. Created parcels (lots) must have frontage on a public right-of-way.
2. Newly created parcels must meet all zoning requirements, including minimum buildable lot area above the 100 year flood prone elevation, lot width, etc. (zoning district standards and/or overlay standards)
3. Existing structures and improvements (to remain) must meet the minimum setback requirements after the split without a variance. Structures and improvements to be demolished shall be identified.
4. If structures and/or improvements must be demolished to lot split/assemble the parcel, they shall be identified and outlined as necessary for the review.

Required Submittal Materials:

Submit requirements for each review type are identified below. Requests with incomplete forms or accompanying materials will not be processed or reviewed.

Submittal requirements for preliminary review:

5. The preliminary reviews fee: \$50.00
6. Completed request for lot split/lot assembly review form.
7. An area location map, indicating the property described in the legal description. Said map shall be sufficiently referenced to known major streets, waterways or other physical boundaries so as to be clearly identifiable to the general public.
8. Lot Split- Copy of the previously platted lots where no new parcels result in lots of less area, width or depth than the original lots of record.
9. Lot Assembly- Copy of the previously platted lots that identify to lots of record that are being assembled
10. Copy of the Pinellas County Property Appraiser's Parcel ID Card for each parcel that is part of the request.
11. Copy (not to exceed 11" x 17") of the proposed lot split/lot assembly, which shows the boundaries of the original parcel and each proposed parcel(s).
12. Copy of the current warranty deed for the subject property.
13. Copy of the Federal Emergency Management Agency (FEMA) flood insurance map with the property boundaries drawn on it.

Submittal requirements for final review:

14. Final review fee: \$50.00 (checks made payable to St. Pete Beach)
15. Survey for each lot that must include and identify:
 - a. Overall legal description of the original parcel and proposed lots
 - b. The legal description of all existing or proposed easements
 - c. All existing structures and improvements
 - d. The 100-year flood zone and elevation
 - e. All surface water bodies
 - f. All wetlands and the amount of acreage inside and outside of the jurisdictional wetland line

**Return this form and
accompanying materials to:**

City of St Pete Beach
Planning Department
155 Corey Avenue
St. Pete Beach, FL

Tel: 727-363-9253

SET (TBM) N&D LB#760
EL.=3.30'

MANGROVE STREET (P)
15TH AVENUE (F)

50' R/W
28.7' ASPHALT PAVEMENT - "A" CURB

SECTION 18, TOWNSHIP 32S, RANGE 16E



NORTH BASIS:
PLAT
SCALE: 1" = 20'

CERTIFIED TO: SEA BISCUIT PROPERTIES, LLC
FISHER & SAULS, P.A
COMMONWEALTH LAND TITLE INSURANCE COMPANY

LEGEND:

- TBM = TEMPORARY BENCH MARK
- SIR = SET IRON ROD
- FIR = FOUND IRON ROD
- FOE = FOUND OPEN END
- OHE = OVERHEAD ELECTRIC
- FPP = FOUND PINCH PIPE
- N&D = NAIL AND DISK
- M = MEASURED
- P = PLAT
- F = FIELD
- CONC = CONCRETE
- R/W = RIGHT OF WAY
- FCM = FOUND CONCRETE MONUMENT
- A/C = AIR CONDITIONER
- ENCR. = ENCHROACHMENT
- WF = WOOD FENCE
- M/S = METAL SHED
- EL = ELEVATION
- = WATER METER
- = WOOD POWER POLE
- = DRAIN INLET
- = SANITARY MANHOLE

A BOUNDARY SURVEY OF

LOTS 48 AND 57, BLOCK C, WARREN WEBSTER'S
MAP, ACCORDING TO THE MAP THEREOF
RECORDED IN PLAT BOOK 5, PAGE 38,
PUBLIC RECORDS OF
PINELLAS COUNTY, FLORIDA.

I hereby Certify that the survey represented hereon meets the
requirements of Chapter 61C17-6, Florida Administrative Code

JOHN C. BRENDLA

Florida Surveyor's Registration No. 1269
Certificate of Authorization No. LB 760

BOUNDARY SURVEY WITH IMPROVEMENTS - 2/20/09
ELEVATION CERTIFICATE - 2/20/09

Flood Zone: AE, Minimum Elevation 10 Feet
Community Panel No. 125149 12103C0278G, Revised 9/03/03

Basis of Bearings:
NONE PER PLAT, ANGLES MEASURED

Benchmark:
#288 (Y 135) EL.=4.055' N.G.V.D.
ADJUSTED TO EL.=3.32' N.A.V.D. M.S.L. = 0.00'

This Survey was prepared with the benefit title search
Commitment #S2482-143625 written by the
Commonwealth Land Title Insurance Company, dated
01/02/2009 @ 8:00 am

NOTE: This survey is made for the exclusive use of
the current owners of the property and also those
who purchase, mortgage or guarantee the title
thereto within one (1) year from date hereof.

F.B.: 63 PG: 68
878 24

0902-32.CRD

John C. Brendla & Associates, Inc.
CONSULTING ENGINEERS AND LAND SURVEYORS
4015 82nd Avenue North ~ Pinellas Park, Florida 33781
phone (727) 576-7546 fax (727) 577-9932

Job Number
0902-32

DRW: HT

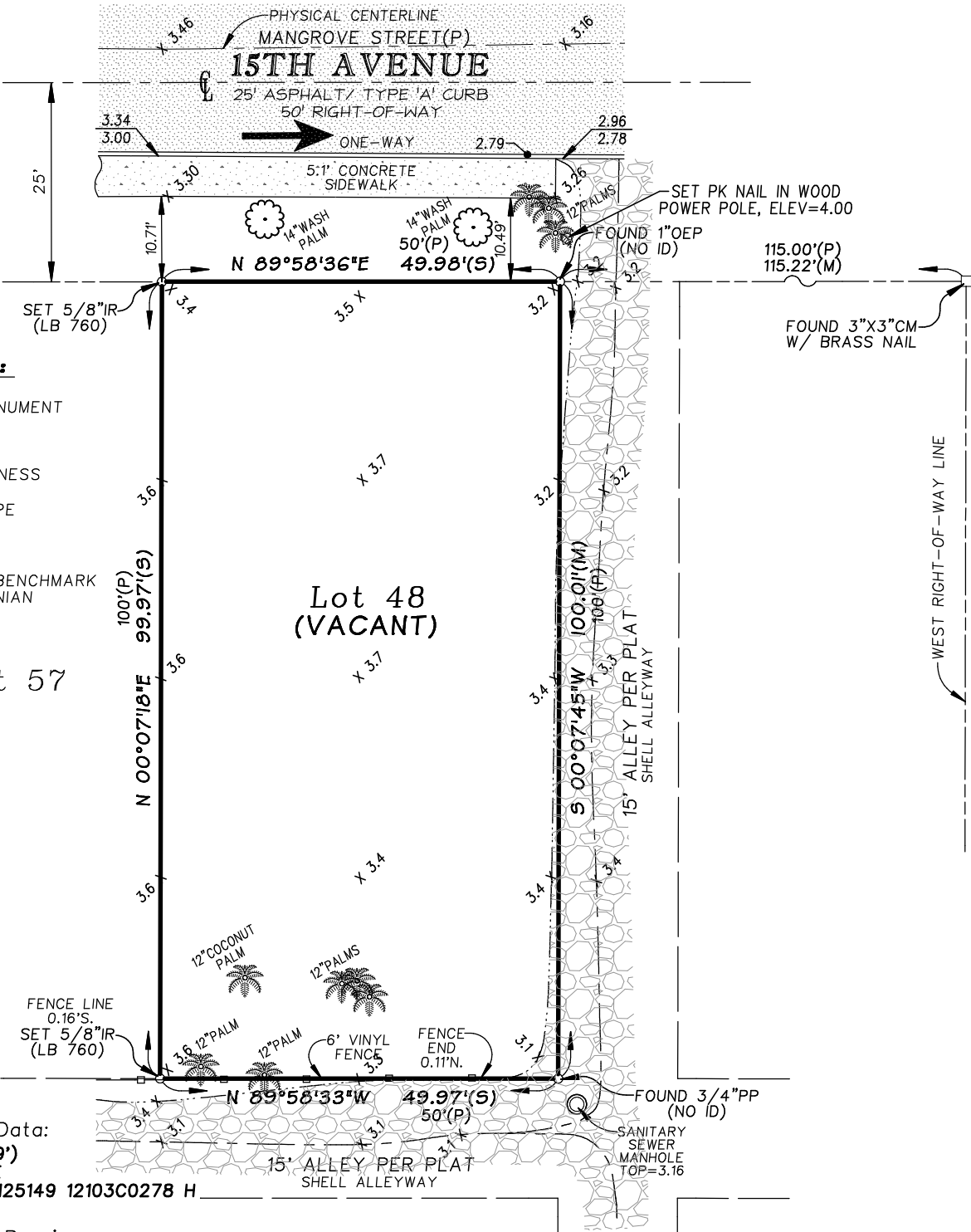
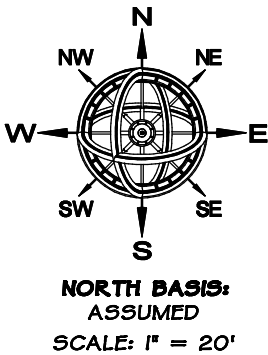
SECTION 18, TOWNSHIP 32 SOUTH, RANGE 16 EAST

CERTIFIED TO:
SEA BISCUIT PROPERTIES, LLC

LEGAL DESCRIPTION

LOT 48, BLOCK 'C', ACCORDING TO THE PLAT OF
WARREN WEBSTER'S MAP
AS RECORDED IN PLAT BOOK 5, PAGE 38 OF THE
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

BOUNDARY SURVEY WITH ELEVATIONS
AND TREES - 10/08/22



ABBREVIATIONS:

- CL = CENTERLINE
- CM = CONCRETE MONUMENT
- ELEV = ELEVATION
- ID = IDENTIFICATION
- IR = IRON ROD
- LB = LICENSED BUSINESS
- (M) = MEASURED
- OEP = OPEN END PIPE
- (P) = PLAT
- PP = PINCH PIPE
- (S) = SET
- TBM = TEMPORARY BENCHMARK
- WASH = WASHINGTONIAN

FEMA Flood Zone Data:
FLOOD ZONE(S): AE(9')
NO COASTAL A ZONE
COMMUNITY PANEL #125149 12103C0278 H
REVISED 8/24/21

Assumed Basis of Bearings:
SOUTH RIGHT-OF-WAY LINE OF 15TH AVENUE
AS BEING N.89°58'36"E., ASSUMED.
(NO PLAT BEARINGS)

Reference Benchmark:
PINELLAS COUNTY MAP #288 (Y 135)
ELEV=4.055' NGVD, ADJUSTED TO
ELEV=3.32' NAVD, MSL=0.00'

NOTE: This survey is made for the
exclusive use of the current owners
of the property and also those who
purchase, mortgage or guarantee the
title thereto within one (1) year from
latest date shown hereon.

0902-32.CRD 63 68
878 24
FIELD BOOK 976 PAGE(S) 70

This survey was prepared without the benefit of a title search and is
subject to all easements, rights-of-way, and other matters of record.

NOTE: Survey not valid without the signature and the original
raised seal of a Florida Licensed Surveyor and Mapper.

I hereby certify that the survey represented hereon meets
the requirements of Chapter 53-17, Florida
Administrative Code.

JOHN O. BRENDLA
STATE OF FLORIDA
JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

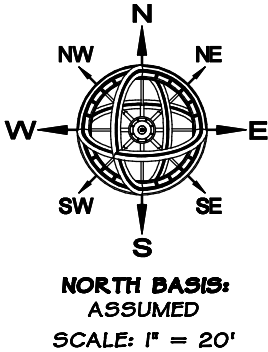
SECTION 18, TOWNSHIP 32 SOUTH, RANGE 16 EAST

CERTIFIED TO:
SEA BISCUIT PROPERTIES, LLC

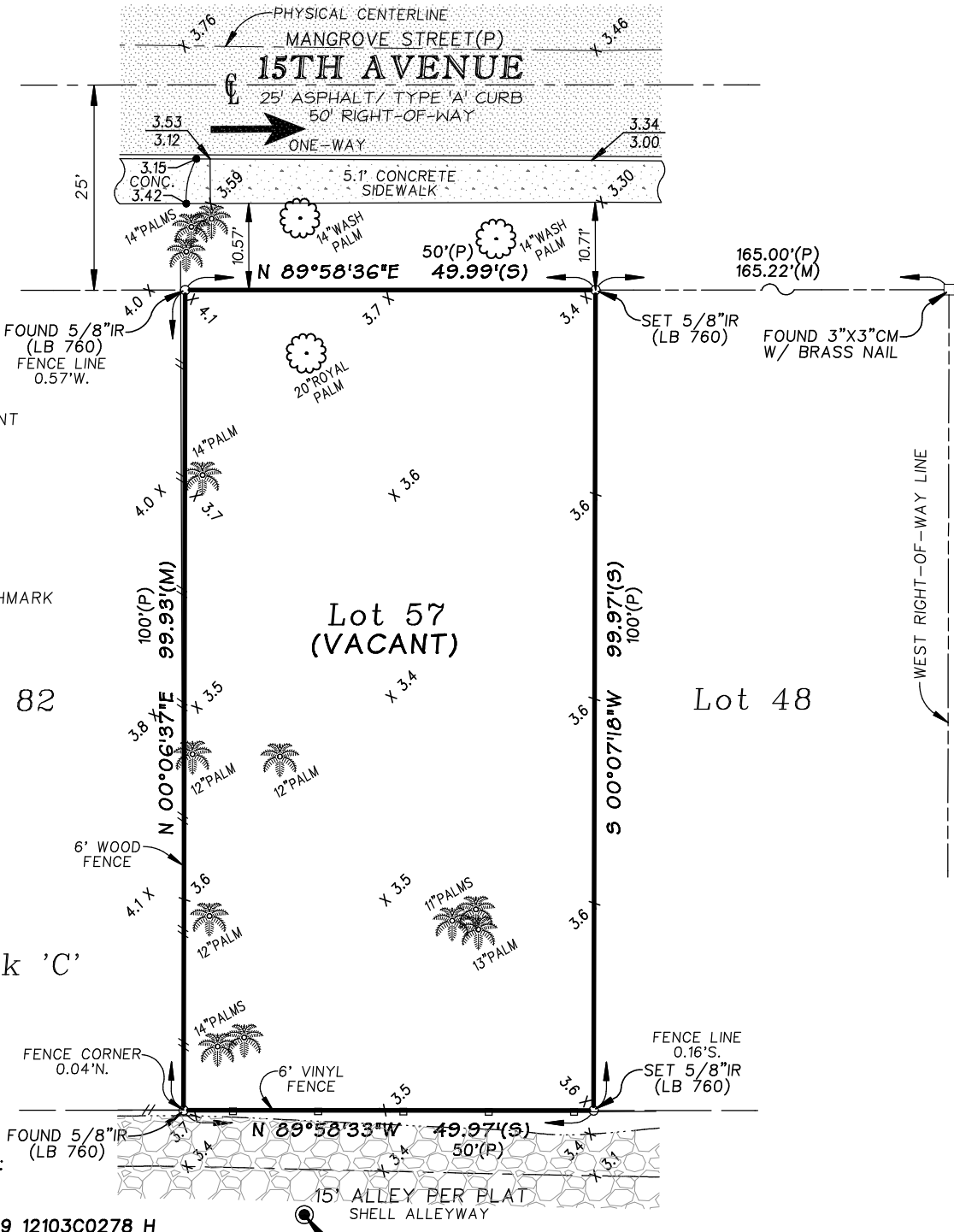
LEGAL DESCRIPTION

LOT 57, BLOCK 'C', ACCORDING TO THE PLAT OF
WARREN WEBSTER'S MAP
AS RECORDED IN PLAT BOOK 5, PAGE 38 OF THE
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

BOUNDARY SURVEY WITH ELEVATIONS
AND TREES - 10/08/22



(NAVD)
SITE TBM ELEV=3.27'
SET NAIL & DISK (LB 760)
IN ASPHALT PAVEMENT



ABBREVIATIONS:

- CL = CENTERLINE
- CM = CONCRETE MONUMENT
- ELEV = ELEVATION
- ID = IDENTIFICATION
- IR = IRON ROD
- LB = LICENSED BUSINESS
- (M) = MEASURED
- OEP = OPEN END PIPE
- (P) = PLAT
- PP = PINCH PIPE
- (S) = SET
- TBM = TEMPORARY BENCHMARK
- WASH = WASHINGTONIAN

Lot 82

Lot 57
(VACANT)

Lot 48

Block 'C'

PASS-A-GRILLE WAY
FLORIDA AVENUE(P)

(0909-32AB LOTS 48 & 57 BLK C WARREN WEBSTERS MAP.GXD)

FEMA Flood Zone Data:
FLOOD ZONE(S): AE(9')
NO COASTAL A ZONE
COMMUNITY PANEL #125149 12103C0278 H
REVISED 8/24/21

Assumed Basis of Bearings:
SOUTH RIGHT-OF-WAY LINE OF 15TH AVENUE
AS BEING N.89°58'36"E., ASSUMED.
(NO PLAT BEARINGS)

Reference Benchmark:
PINELLAS COUNTY MAP #288 (Y 135)
ELEV=4.055' NGVD, ADJUSTED TO
ELEV=3.32' NAVD, MSL=0.00'

(NAVD)
SITE TBM ELEV=3.17'
FOUND 5/8"IR (LB 760)

NOTE: This survey is made for the
exclusive use of the current owners
of the property and also those who
purchase, mortgage or guarantee the
title thereto within one (1) year from
latest date shown hereon.

0902-32.CRD	63	68
FIELD BOOK	878	24
	976	PAGE(S) 70

This survey was prepared without the benefit of a title search and is
subject to all easements, rights-of-way, and other matters of record.

NOTE: Survey not valid without the signature and the original
raised seal of a Florida Licensed Surveyor and Mapper.

I hereby certify that the survey represented hereon meets
the requirements of Chapter 53-17, Florida
Administrative Code.

JOHN O. BRENDLA
STATE OF FLORIDA
JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

JOB# 0902-32B
Drawn: DS



May 12, 2022

Melinda Pletcher, Realtor
Smith & Associates Real Estate
mpletcher@smithandassociates.com

Re: 102 15th Avenue, St. Pete, Beach, Florida
Zoning and Land Use: RLM-2/PAG (Residential Low Medium/Pass-a-Grille
Overlay District)

Dear Ms. Pletcher:

This letter is in response to your inquiry regarding the historic status of 102 15th Avenue in Pass-a-Grille, the existing number of legal units, and its catastrophic and elective development rights.

Historic Status

With respect to the current historic status of 102 15th Avenue I have researched the City's records as you requested and conducted a site visit to the property on Monday, May 9th, 2022. After viewing the exterior of the property and review of the information the City has in its historic and property files, I concur with you that this property should be re-evaluated with respect to its current non-contributing status. The Property Appraiser's office has a 1941 construction date, and it certainly blends in with its neighbors along the south side of 15th Avenue.

I checked the City's list of historically surveyed properties in the Pass-a-Grille National Register Historic District dated April 2015 and this property was listed as a non-contributing resource. A review of the State's Florida Master Site File listing of historic properties in Pass-a-Grille did not contain a FMSF listing for 102 15th Avenue. Finally, I checked the inventory of properties surveyed in the 1986 survey of Pass-a-Grille and found that there is a preliminary and partially completed FMSF in in our office and "NC" is written on the form representing a "Non-Contributing" status The historic surveyor was Gladys Cook who also noted that the condition of the building was "excellent" and the integrity of the building was "unaltered." It is not known if the building was re-evaluated in 2015.

Review of the property's historic Pass-a-Grille property cards located in the City's Planning offices did not yield much information because the last date on them (two cards showing two vacant lots) was May 1936. The Pinellas County Property Appraiser records indicate that the building was constructed in 1941 over the two lots: Webster's Map, Warren Blk C, Lots 48 and 57. A re-evaluation of the property might yield a different status. The benefit of having a contributing building is that the property would have the option of seeking local landmark status which is usually granted to those properties that are contributing to the historic district. Once locally landmarked, there are additional benefits including the potential to obtain a FEMA variance through the Certificate of Appropriateness (COA) process provided that the proposed work was consistent with the Secretary of the Interior's Standards for Rehabilitation. Seeking such a COA and FEMA variance must always be reviewed by the Historic Preservation Board which has the authority to grant, grant with modifications, or deny such a request.

An additional benefit of local landmarking is the option to seek the City's local Ad Valorem Tax Exemption Program. This program allows for a property tax exemption for up to 100% of the increase in assessed improvements resulting from an approved rehabilitation of a qualified historic property. If interested, additional information can be provided by our office.

Existing Number of Legal Units

The Pinellas County Property Appraiser records indicate that this property contains four (4) residential units. Nothing was found in the City's records to contradict this finding.

Allowable Number of Units Per Zoning Classification (RLM-2/PAG)

The RLM-2 allows residential units as permitted principal uses and structures, including multifamily. (LDC Sec. 11.2) I have attached a copy of the RLM-2/PAG for your records.

The RLM-2 is also governed by LDC Sec. 11.6 pertaining to minimum zoning lot requirements. This section of the LDC required there be 4,356 square feet of land area per dwelling unit. By that standard four units require 17,424 sq. ft. of lot area today. The existing property is 10,000 sq. ft. in size which would allow only two (2) units by today's standards. However, because these four units are legally existing, they are a grandfathered nonconforming residential use. I have attached a copy of LDC Sec. 3.10(d) pertaining to *Grandfathered nonconforming residential uses*. Please contact me if you or your client has any questions or would like more clarification of this Code provision. This section also deals with catastrophic loss and the reconstruction of the property.

However, if the property owner wanted to demolish and rebuild voluntarily (or due to demolition by neglect), then the grandfathered status would be lost, and

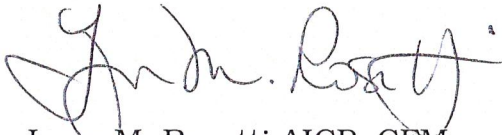
full compliance of the RLM-2 requirements would prevail. Again, this means the existing square footage of land would allow only two (2) residential units if redeveloped.

PAG (Pass-a-Grille Overlay) District

The use of these Code provision will likely not be utilized because of the *Grandfathered nonconforming residential uses* provisions which strictly limit any increase to the size and height of the existing building except to elevate where necessary to comply with flood hazard mitigation requirements. As such, I will not be attaching the PAG guidelines. Please advise me if you would like a copy of these regulations anyway and I will send them to you. .

I hope this answers your questions. Please feel free to contact me if you need additional information or clarification. I can be reached at 727-363-9266.

Best regards,

A handwritten signature in black ink, appearing to read "Lynn M. Rosetti". The signature is fluid and cursive, with a large initial "L" and "R".

Lynn M. Rosetti AICP, CFM
Contract Planner
Planning Division
City of St. Pete Beach

cc: Jennifer McMahon,

Attachments: Pinellas County Property Appraiser Compact Property Card
RLM-2 Residential District regulations
LDC Sec. 3.10(d) *Grandfathered nonconforming residential uses*

Sec. 11.1. Purpose and intent.

The RLM-2 Residential District is intended for mixed residential areas designated within the RLM Residential Low Medium land use category on the future land use maps. Certain other structures and uses required to serve governmental, religious and non-commercial recreational needs of such areas may be permitted, subject to restrictions and requirements intended to preserve the character of such district.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.2. Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the RLM-2 Residential District are as follows:

- (a) *Residential dwellings*—Detached single-family, multifamily and two-family. Such dwellings shall not be used for transient occupancy.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2004-18, § 5, 8-24-04)

Sec. 11.3. Permitted accessory uses and structures.

(a) Uses and structures, as regulated in section 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures, do not involve the conduct of a business, and are not of a nature prohibited under section 11.5.

- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.

(c) Residential and Class B commercial docks, including tie poles, in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.

(d) Temporary structures under the provisions of section 6.11, Supplemental Regulations of this Code.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2013-08, § 1(Exh. A), 2-26-13)

Sec. 11.4. Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RLM-2 Residential District are as follows:

- (a) Recreational—Public parks and/or recreational facilities.

- (b) Schools, public.

- (c) Utility substations and/or rights-of-way.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.5. Prohibited uses and structures.

All uses and structures not of a nature specifically or provisionally permitted herein are hereby prohibited in the RLM-2 Residential District.

Any use which has been determined under the provisions of Chapter 46 of the Code of Ordinances to be potentially noxious, dangerous or offensive to residents of the district or to those who pass by on public roadways or likely for other reasons to be incompatible with the character of the district, is hereby prohibited in the RLM-2 Residential District.
(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.6. Minimum zoning lot requirements.

The maximum residential density permitted in the RLM-2 Residential District shall not exceed ten units per acre. The minimum lot area and width requirements in the RLM-2 Residential District are as follows:

(a) *Detached single-family dwellings.*

(1) *Lot area:* 4,400 square feet.

(2) *Lot width:* 40 feet.

(b) *Multifamily and two-family dwellings.*

(1) *Lot area:* 4,356 square feet for each dwelling unit.

(2) *Lot width:* 50 feet.

(c) *All other uses.* The lot area and width requirements stated below shall be considered the minimum standards; however, the requirements may be modified by the city under the site plan review process to fit the specific use.

(1) *Lot area:* 4,400 square feet.

(2) *Lot width:* 40 feet.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.7. Minimum yard requirements.

The minimum yard requirements for principal structures in the RLM-2 Residential District are as required in this section.

(a) *Residential dwellings.*

(1) *Front yard:* 20 feet.

(2) *Secondary front yard:* Ten feet.

(3) *Side yards:* Ten percent of the lot width.

(4) *Rear yard:* 20 feet.

(b) *All other uses.* The yard requirements stated below shall be considered the minimum standards; however, the requirements may be modified by the city under the site plan review process to fit the specific use.

(1) *Front yard:* 20 feet.

(2) *Secondary front yard:* Ten feet.

(3) *Side yards:* Ten percent of the lot width.

(4) *Rear yard: 20 feet.*

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.8. Maximum height of structures.

The maximum height for all structures shall be 30 feet.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.9. Minimum off-street parking requirements.

Shall be in accordance with the requirements of division 23 of the Land Development Code, Off Street Parking and Loading.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2008-32, § 1, 8-26-08)

Sec. 11.10. Landscaping required.

All uses shall be landscaped in accordance with the provisions of division 22 of the Land Development Code.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.11. Maximum floor area ratio.

Maximum floor area ratio (FAR) for non-residential uses: 0.40.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.12. Maximum impervious surface ratio.

The lot area used in the calculation of the maximum impervious surface ratio shall exclude any portion of the property lying Gulfward of the city's coastal construction and excavation setback line.

Maximum impervious surface ratio (ISR) for residential uses: 0.70.

Maximum impervious surface ratio (ISR) for non-residential uses: 0.75.

(Ord. No. 03-7, § 3, 5-1-03)

- b. There shall be no increase in the number of units by expansion or alteration of the use.
- c. Except as provided for elsewhere in this Code, any property, upon which there are one or more buildings having such pre-existing nonconforming number of units shall be brought into conformity with the density requirements of this ordinance when any building is proposed to be substantially improved.
- (d) *Grandfathered nonconforming residential uses.* Notwithstanding the provisions of paragraph (c)(2) above and paragraph (e) following, nonconforming residential properties having a greater number of units than currently allowed under the provisions of the comprehensive plan and this Code that are lost through a catastrophic event may be reconstructed with the same number of units as they had prior to the loss under the following conditions:
 - (1) For the purposes of this subsection only, transient accommodations shall be considered to be residential properties.
 - (2) The applicant can verify to the satisfaction of the city that the property contained the number of units, square footage and height that are proposed for replacement;
 - (3) The replacement structure(s) shall be no larger in square footage, nor taller than the original structure, except that structure height may be increased by the height of the base flood elevation where necessary to comply with flood hazard mitigation requirements;
 - (4) Provided there are no conflicts with other codes and that no adverse impacts on adjacent properties will be created, the replacement structure(s) may be permitted to be constructed with the same footprint as the original structure(s);
 - (5) The replacement structure(s) shall meet all other local, state and federal requirements in place at the time of replacement; and
 - (6) Permits to rebuild under these provisions shall be obtained within one year of the catastrophic loss unless a general extension of time has been granted by the city commission.
- (e) *Nonconforming accessory structures.* No nonconforming accessory structure shall continue after the principal use or structure is terminated by abandonment, damage, or destruction. In addition to the other provisions of this section applicable to nonconforming structures, the following additional conditions shall apply to nonconforming accessory structures:
 - (1) Any nonconforming accessory structure shall be brought into conformity with these regulations whenever a substantial improvement to the structure or the principal structure on the property is proposed and approved. Notwithstanding the foregoing, any accessory structure which is designated and constructed as a garage, the principle purpose of which is the storage of motor vehicles for

102 15TH AVE, ST PETE BEACH 33706-

Map Id: 300

0820 Duplex-Triplex-Fourplex

**** VALUE SUBJECT TO CHANGE ****

BUILDING CHARACTERISTICS					
QUALITY	Above	%	PTS		
CATEGORY	TYPE				
FOUNDATIO	2CONTINUOUS	100	3.00		
FLOOR	3WOOD	100	12.0		
EXTERIOR	9FRAME/RECLA	100	23.0		
ROOF	1GABLE OR	100	6.00		
ROOF	3SHINGLE	100	5.00		
FLOOR	3CARPET/HARD	100	10.0		
INTERIOR	2DRYWALL/PLA	100	33.0		
HEATING	6CENTRAL	100	5.00		
COOLING	100 COOLING	100	3.00		
CATEGORY	UNITS				
STORIES	2.00				
FIXTURES	12.00				
LIVING UNITS	4.00				
TOTAL LIVING UNITS	4				
DEPRECIATION ADJ	ADJ				
EXTERNAL OBSOLESCENCE	0.0000				
NEIGHBORHOOD	0.0000				
EXTERNAL OBSOLESCENCE	0.0000				
TYPE	QU	HX/NHX			
06	03	0.00%			
RCND	YB	EA			
313781	1941	36			
SAR	AREA	% B	EFF. AREA		
USF	2,106	90	1,895		
BSF	153	80	122		
OPF	220	20	44		
OPF	50	20	10		
BAS	2,326	100	2,326		
4,929			4,411		
TAXING DISTRICT SPB JUST VALUE/SF			336.40		
L	EXTRA	HX/	NHX		
N	FEATURE	DESCRIPTION	BD	NHX	LEN
1	1002	PORCH	1	0.0	10
2	0103	PATIO/DECK		0.0	0
3	0101	PATIO/DECK		0.0	0
L	USE	LAND USE	HX/	R	
T	N CODE	DSCR	NHX	D	
1	08	MULTI-	0.0		
NOTES					
APPRAISAL DATES					
REVIEW DATE					
FIELD NUMBER					
REVIEW TYPE					
Oblique					

DIVISION 11 RLM-2 RESIDENTIAL DISTRICT

Sec. 11.1. Purpose and intent.

The RLM-2 Residential District is intended for mixed residential areas designated within the RLM Residential Low Medium land use category on the future land use maps. Certain other structures and uses required to serve governmental, religious and non-commercial recreational needs of such areas may be permitted, subject to restrictions and requirements intended to preserve the character of such district.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.2. Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the RLM-2 Residential District are as follows:

- (a) *Residential dwellings*—Detached single-family, multifamily and two-family. Such dwellings shall not be used for transient occupancy.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2004-18, § 5, 8-24-04)

Sec. 11.3. Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in section 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures, do not involve the conduct of a business, and are not of a nature prohibited under section 11.5.
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Residential and Class B commercial docks, including tie poles, in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.
- (d) Temporary structures under the provisions of section 6.11, Supplemental Regulations of this Code.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2013-08, § 1(Exh. A), 2-26-13)

Sec. 11.4. Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RLM-2 Residential District are as follows:

- (a) Recreational—Public parks and/or recreational facilities.
- (b) Schools, public.
- (c) Utility substations and/or rights-of-way.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.5. Prohibited uses and structures.

All uses and structures not of a nature specifically or provisionally permitted herein are hereby prohibited in the RLM-2 Residential District.

Any use which has been determined under the provisions of Chapter 46 of the Code of Ordinances to be potentially noxious, dangerous or offensive to residents of the district or to those who pass by on public roadways or likely for other reasons to be incompatible with the character of the district, is hereby prohibited in the RLM-2 Residential District.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.6. Minimum zoning lot requirements.

The maximum residential density permitted in the RLM-2 Residential District shall not exceed ten units per acre. The minimum lot area and width requirements in the RLM-2 Residential District are as follows:

- (a) *Detached single-family dwellings.*
 - (1) *Lot area:* 4,400 square feet.
 - (2) *Lot width:* 40 feet.
- (b) *Multifamily and two-family dwellings.*
 - (1) *Lot area:* 4,356 square feet for each dwelling unit.
 - (2) *Lot width:* 50 feet.
- (c) *All other uses.* The lot area and width requirements stated below shall be considered the minimum standards; however, the requirements may be modified by the city under the site plan review process to fit the specific use.
 - (1) *Lot area:* 4,400 square feet.
 - (2) *Lot width:* 40 feet.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.7. Minimum yard requirements.

The minimum yard requirements for principal structures in the RLM-2 Residential District are as required in this section.

- (a) *Residential dwellings.*
 - (1) *Front yard:* 20 feet.
 - (2) *Secondary front yard:* Ten feet.
 - (3) *Side yards:* Ten percent of the lot width.
 - (4) *Rear yard:* 20 feet.
- (b) *All other uses.* The yard requirements stated below shall be considered the minimum standards; however, the requirements may be modified by the city under the site plan review process to fit the specific use.

-
- (1) *Front yard*: 20 feet.
 - (2) *Secondary front yard*: Ten feet.
 - (3) *Side yards*: Ten percent of the lot width.
 - (4) *Rear yard*: 20 feet.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.8. Maximum height of structures.

The maximum height for all structures shall be 30 feet.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.9. Minimum off-street parking requirements.

Shall be in accordance with the requirements of division 23 of the Land Development Code, Off Street Parking and Loading.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2008-32, § 1, 8-26-08)

Sec. 11.10. Landscaping required.

All uses shall be landscaped in accordance with the provisions of division 22 of the Land Development Code.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.11. Maximum floor area ratio.

Maximum floor area ratio (FAR) for non-residential uses: 0.40.

(Ord. No. 03-7, § 3, 5-1-03)

Sec. 11.12. Maximum impervious surface ratio.

The lot area used in the calculation of the maximum impervious surface ratio shall exclude any portion of the property lying Gulfward of the city's coastal construction and excavation setback line.

Maximum impervious surface ratio (ISR) for residential uses: 0.70.

Maximum impervious surface ratio (ISR) for non-residential uses: 0.75.

(Ord. No. 03-7, § 3, 5-1-03)

DIVISION 20 PAG PASS-A-GRILLE OVERLAY DISTRICT¹

Sec. 20.01. Purpose and intent.

The City recognizes that the Pass-a-Grille Area was developed prior to the development of suburban zoning regulations. The (PAG) Pass-a-Grille Overlay District is intended to allow for structures that are considered contributing to the National Register Historic District to be considered conforming regarding base flood elevations and uses of property within the Pass-a-Grille area situated south of 32nd Avenue, in order to ensure that structures and uses will be compatible with the character of existing development, including the area within the designated Pass-a-Grille Historic District. Also, to recognize that the existing parcel size's, uses and overall character of the PAG shall be permitted to continue as viable uses while allowing for improvements to existing structures, additions and new development that is consistent with the existing mass and scale within the district.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.02. Definitions.

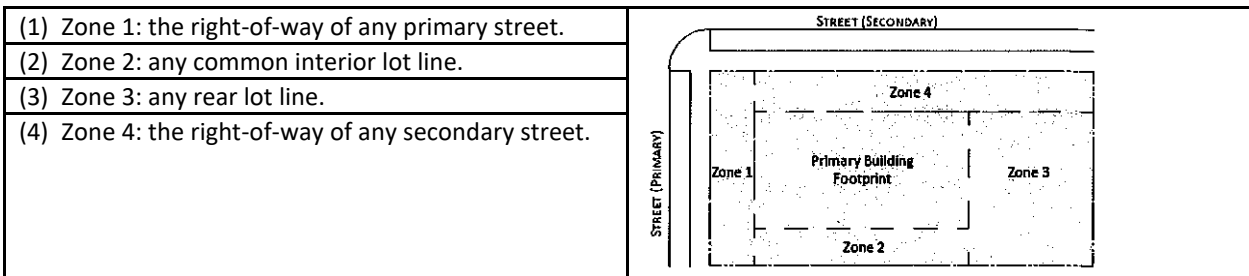
- (a) *Accessory structure envelope* means provisions for the setbacks and maximum building footprints permitted for accessory structures that are not specifically named and regulated under sections 6.12 or 6.13. The following is provided as a non-exhaustive list of accessory structures subject to this envelope: carriage houses, pool houses, detached living quarters, and detached storage buildings that exceed standards for residential or commercial storage buildings found in the aforementioned sections.
- (b) *Balance* means the relationship among the elements of a building on either side of an imaginary centerline through the middle of a building. Buildings are either symmetrically or asymmetrically balanced.
- (c) *Balanced, asymmetrically* means the shape(s) and design of a building may not match exactly, but instead have equal visual weight they are still visually balanced.
- (d) *Balanced, symmetrically* means the shapes on one side of the centerline match the shapes on the other side. The two halves are visually equally.
- (e) *Building height*: Provisions for permitted heights in feet (ft). The maximum height for first floor residential development shall be fourteen (14) feet and twenty (20) feet for non-residential. The maximum height for second story and higher shall not exceed fourteen (14) feet. Each building lot typology provides the range of height appropriate for the building type. No new or substantially improved building within the PAG Overlay District and having the underlying zoning designation of THD, RU-2 Residential, RLM-2 Residential, or RM Residential shall be constructed to exceed twenty-eight (28) feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, or thirty-two (32) feet overall, as defined below:
 - a. For any structure with habitable space located less than eight (8) feet above natural grade, height shall be measured from the property's required Design Flood Elevation.

¹Editor's note(s)—Ord. No. 2016-19, § 2(Exh. A), adopted Feb. 28, 2017, repealed Div. 20, §§ 20.1—20.14, and reenacted a new Div. 20, §§ 20.1—20.24, as set out herein. Former Div. 20 pertained to similar subject matter and derived from Ord. No. 03-7, § 3, adopted May 1, 2003; Ord. No. 2004-18, §§ 7, 8, adopted Aug. 24, 2004; Ord. No. 2008-32, § 1, adopted Aug. 26, 08; Ord. No. 2010-03, § 1(Att. A), adopted April 27, 2010; and Ord. No. 2011-03, § 3, adopted May 24, 2011.

- b. For any structure with habitable space beginning at or higher than eight (8) feet above natural grade, height shall be measured from eight (8) feet above natural grade.

Base flood elevation requirements are outlined in section 98-33 of the City's Code of Ordinances.

- (f) *Building envelope*: Provisions for the minimum and maximum setbacks permitted by front, side, and rear yards. There is a minimum and maximum setback for each lot type. The maximum and minimum frontage refers to the proportion of the lot width along which the primary building façade must be within the minimum and maximum front setback.
- (g) *Compatible design* means architectural design and construction that will fit harmoniously into the district based on scale, materials, and quality of construction with adjacent buildings and structures.
- (h) *Lot requirements*: Provisions for minimum and maximums, lot depth, lot size and the permitted lot coverage.
- (i) *Lot, waterfront*: A zoning lot which abuts any body of water or the beach. All lots not considered waterfront shall be considered interior for rear setback purposes.
- (j) *Mass, primary*: largest shape of a building.
- (k) *Mass, secondary*: additional shapes that form the façade of the building
- (l) *Parking provisions*: The amount of parking shall be determined by Division 23 of the Land Development Code. Parking provisions provide zones where parking is permitted. The parking zone refers to any uncovered parking area located on the parcel. Driveways are permitted in any zone provided the frontage requirements have been met as required by building type. The diagram illustrates a primary and secondary street. Primary streets are streets that are addressed to the parcel of land. Secondary streets may or may not have access to the parcel. Zones are defined and illustrated by the lot area between the principal building frontage and:



- (m) *Private frontages*, refers to the area that is attached or integrated into the primary building.
- (n) *Proportion* means the relationships of one part of a façade to the whole. A house that is correctly proportionate establishes a visual relationship between all parts of its exterior. The voids, primary, and secondary masses should all be proportional to one another in order maintain architectural harmony.
- (o) *Proximity* means that objects that are close together should complement each other.
- (p) *Rhythm* means the use of repetitive elements in order to establish architectural harmony. It is based off of three main principles: the principle of Proximity, the principle of Similarity, and the principle of Continuation. These principles are part of a larger set known as *Gestalt Principles*.
- (q) *Similarity* means how our eyes are easily able to group objects together that share common textures, colors, or features.
- (r) *VOIDS* means windows, doors, or other openings that create negative space allowing for breaks within a primary or secondary mass.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17; Ord. No. 2021-08, § 2, 6-22-2021; Ord. No. 2021-22, § 2, 10-12-21)

Sec. 20.03. Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the PAG Overlay District are as follows:

- (a) All uses permitted in the underlying zoning district; and
- (b) Transient occupancy in single-family or multi-family dwellings, so long as any such transient occupancy of less than thirty (30) days does not occur more than three times in any 12-month period on any parcel.
- (c) Uses that are in existence, upon date of adoption, shall be permitted as limited uses within an existing structure. Additions, improvements and renovations will be permitted, if the building meets the standards set forth in this division of the Code.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.04. Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in sections 6.12 and 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures, and are not of a nature prohibited under section 20.5.
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Residential docks, including tie poles, shall be in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.
- (d) Temporary structures shall follow the provisions of section 6.11.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.05. Allowable conditional use.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the PAG Overlay District are as follows:

- (a) All permitted conditional uses allowed for in the underlying zoning district.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.06. Prohibited uses and structures.

All uses and structures not of a nature specifically or provisionally permitted herein or within the underlying zoning district are hereby prohibited in the PAG Overlay District.

Any use which the City Commission, upon appeal, and after investigating similar uses elsewhere, shall determine to be potentially noxious, dangerous or offensive to residents of the PAG Overlay District or to those who pass by on public roadways, by reason of odor, smoke, noise, glare, fumes, gas, fire, explosion or emission of particulate matter or likely for other reasons to be incompatible with the character of the PAG area, is hereby prohibited in the PAG Overlay District.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.07. Density, intensity and assembly of parcels.

- (a) The maximum residential density permitted in the PAG Overlay District shall not exceed the number of units per acre permitted by the underlying Future Land Use map for undeveloped parcels of land.
- (b) The existing residential density, exceeding one density unit, of an existing residential structure shall be permitted to rebuild on the existing parcel of land, with the same density as the existing structure(s) has, if the building was constructed prior to (insert adoption date) and can meet the lot requirements, by building type, in section 20.15 of this Division. In addition, any new construction cannot exceed the existing developed square footage and must match the existing form and mass as defined in section 20.22 herein.
- (c) The existing hotel/motel units shall be permitted to rebuild on the existing parcel of land, with the same number of units that already exist as a rental/leasable room within the existing built hotel if the building was constructed prior to (insert adoption date) and can meet the lot requirements of a Boutique Hotel Building Type as provided in section 20.15 of this Division.
- (d) No more than two lots of record may be combined to accommodate additions to existing structures.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.08. Maximum floor area ratio.

Maximum floor area ratio (FAR) for non-residential uses: Underlying Zoning District requirements.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.09. Maximum impervious surface ratio.

If a parcel opts for new construction or addition to a single family home using the underlying zoning district standards, the ISR shall be determined by the underlying zoning district. The ratio's listed below are subject to any of the building types, defined in section 20.15 that are used.

Maximum impervious surface ratio (ISR) for residential and transient accommodation uses: 0.70.

Maximum impervious surface ratio (ISR) for non-residential uses: Underlying Zoning District requirements or existing building footprint.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.10. Reduced setbacks for contributing structures granted a certificate of appropriateness.

Proposed additions to contributing structures may be eligible for a reduction in setback requirements if the proposed plans have been reviewed, approved, and issued a certificate of appropriateness by the Historic Preservation Board pursuant to Division 28. The purpose of this regulation is to ensure the design is compatible design with neighboring structures.

Design review shall be based on the requirements set forth in the underlying zoning district and the PAG Overlay District herein and for consistency with the Secretary of Interior's Standards for Rehabilitation. If the Historic Preservation Board finds that an addition is consistent with the Secretary of the Interior's Standards and

that the addition would not preclude the structure's continued designation as a contributing structure, and approves a certificate of appropriateness for the plans, then the applicant can request a reduction to any and all of the setbacks, provided the setbacks are consistent within the same block of the proposed addition by providing the historical setback data for the street block (both faces) the parcel is on and the historical setbacks along that particular street that will be evaluated by the Historic Board. The following setbacks shall be considered:

Setback	
Front yard	10 feet
Secondary front yard	5 feet
Side yard	10 percent of the lot width (each)
Rear yard	10 feet

The addition must still meet impervious surface, floor area, height, herein and the landscaping, and buffering standards as identified in this division. The reductions in setbacks do not abrogate the responsibility of the designer or homeowner to incorporate these requirements into the plan.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.11. Minimum building type requirements.

Lots of record within the PAG Overlay District shall be deemed conforming despite the width and size regulations in the building types, so long as the lots are not further subdivided, and the condition existed prior to the adoption of the Division. No more than two lots of record may be combined to accommodate additions to existing structures.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.12. Subdivision of lots.

Lots within the PAG Overlay District shall not be subdivided to a size smaller than the platted lot of record and/or building lot types in this division. Existing structures that are listed as contributing structures in the most recent Historic Resources Survey or that are locally designated historic structures are exempt from the setbacks imposed by this division; however, additions and accessory structures shall comply with the standards in section 20.15, by building type. All other structures shall also comply with the setbacks and required yards imposed by the building types in this Division, section 20.15.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.13. Residential development option for single-family homes.

Any parcel within the PAG Overlay District with a Residential Zoning District designation of RU-2, RLM-2, or RM may develop a single family residential house using the underlying residential zoning standards for additions or new construction: If an applicant uses the underlying residential zoning district standards, for new construction or additions the following standards shall be met:

- (a) Underlying Zoning Districts minimum lot requirements,
- (b) Underlying Zoning Districts Minimum yard requirements,
- (c) Underlying Zoning Districts Maximum floor area ratio standards; and

- (d) Height shall not exceed twenty-eight (28) feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the base flood elevation determined under the most restrictive applicable standard the building side, further provided that the overall roof height shall not exceed thirty-two (32) feet.

Any other applicable standards within this division, not expressly stated in this section, shall apply to new development and redevelopment as outlined in this division.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.14. Vacant parcels.

The following procedures shall be followed

- (a) For parcels of land within a residential zoning district and:

Any parcel of land that is vacant, at the time of adoption, shall only be permitted either:

- (1) A residential building type found in section 20.15 that is consistent with the underlying uses permitted in the Zoning District and section 20.07. The parcel of land shall meet the lot width and lot depth as identified, by building type found in section 20.15, to determine the appropriate standards to apply to that parcel, or
- (2) Provisions listed in section 20.13 of this division.

- (b) Parcels of land within non-residential land use districts:

Any parcel of land that is vacant, at the time of adoption of the PAG Overlay District, shall be permitted any of the non-residential building types found in section 20.15 that are consistent with the existing lot width/depth of the parcel of land.

- (c) Assembly or parcel splits shall only be permitted through the City Commission, to determine the compatibility and respect for the existing character of the PAG Overlay District.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.15. Permitted building types.

Building types are permitted by the following criteria:

- (a) Existing Parcel Size, and
- (b) Existing Density, Units and Rooms

An applicant must provide a survey of the parcel to verify the actual parcel size (lot width/lot depth) or use the City's parcel data information. If the applicant believes the lot width and depth are different than the City's records, the applicant will be required to have a survey of the lot for verification.

	HOUSE-LARGE
A building lot located and designed to accommodate a detached building with large side, rear and front yards.	

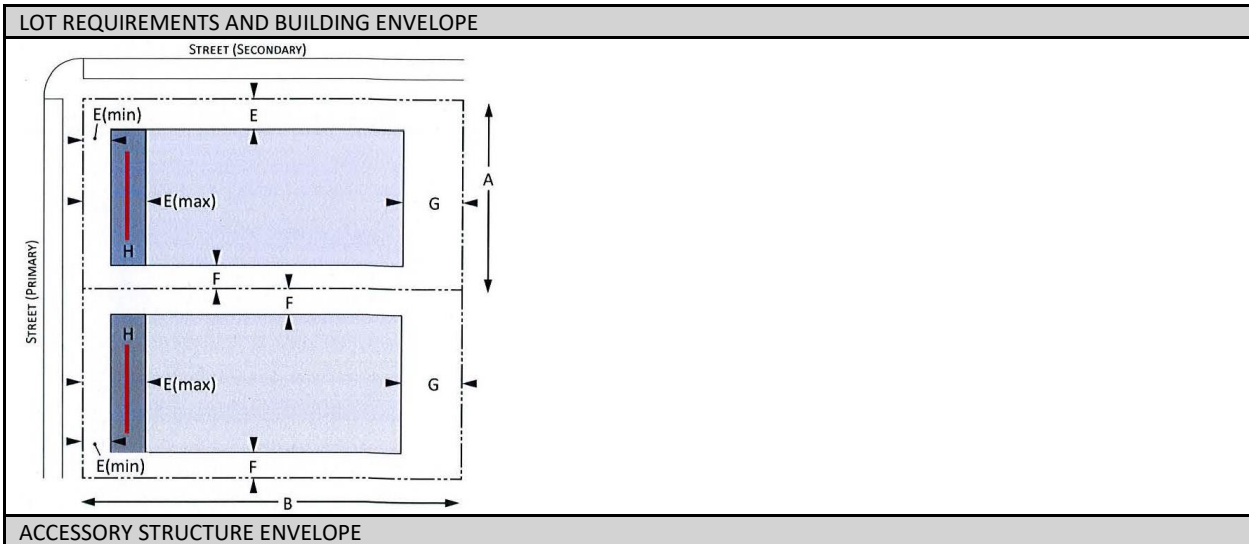
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	—

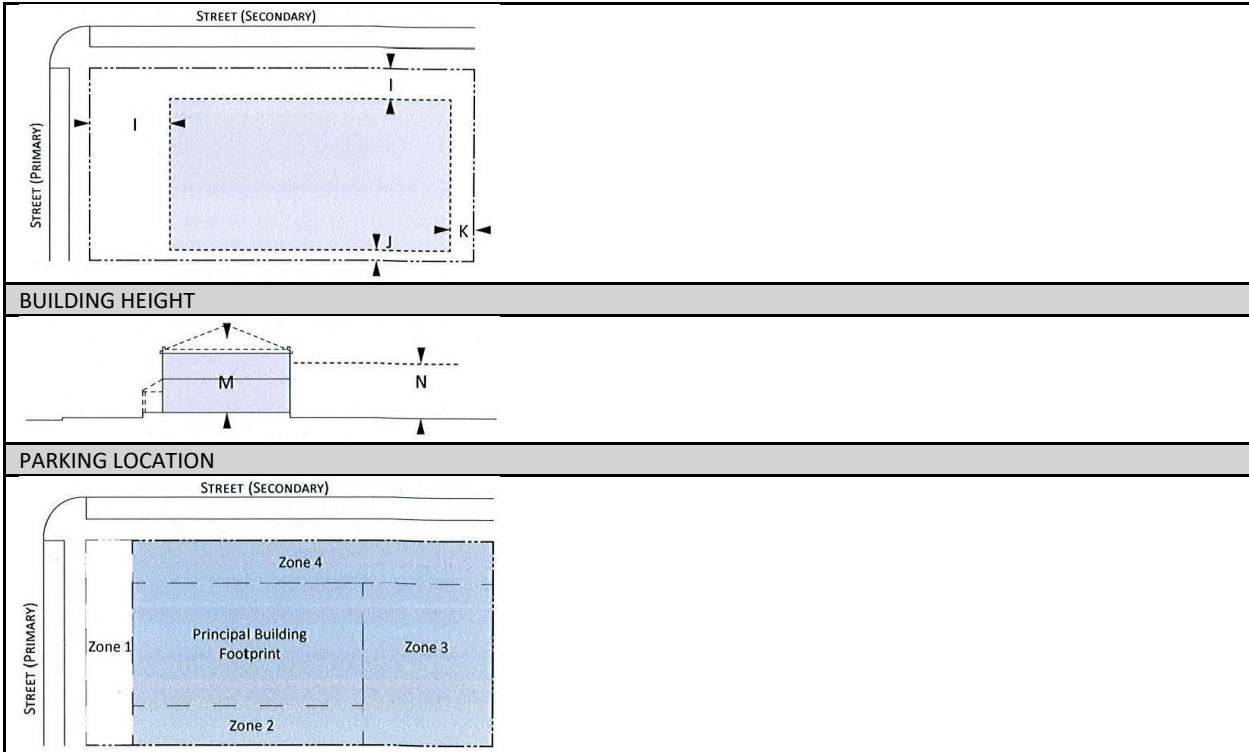
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(Supp. No. 47)

B - Lot Depth (ft)	100	—
C - Lot Size (sf)	6,000	—
D - Lot Coverage (%)	—	60
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback	7	—
F - Side Setback (ft)	7	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	10	—
J - Side Setback (ft)	25	—
K - Rear Setback (ft) (interior lot)	—	80
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principle Building (ft)	—	28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	P, S, CY	

- (1) a lot that is adjacent to the bay or beach is permitted to exceed the maximum setback requirements.





HM	HOUSE-MEDIUM
A building lot located and designed to accommodate a detached building with small side yards and a large front yard.	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	40	55
B - Lot Depth (ft)	100	—
C - Lot Size (sf)	4,000	—
D - Lot Coverage (%)	—	70
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback	5	—
F - Side Setback (ft)	5	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800

BUILDING HEIGHT			
M - Principal Building (ft)	—		'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—		28'
PARKING PROVISIONS			
Location		Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)			
Select a minimum of 1 PF listed		P, S, CY	

- (1) a lot that is adjacent to the bay or beach is permitted to exceed the maximum setback requirements.

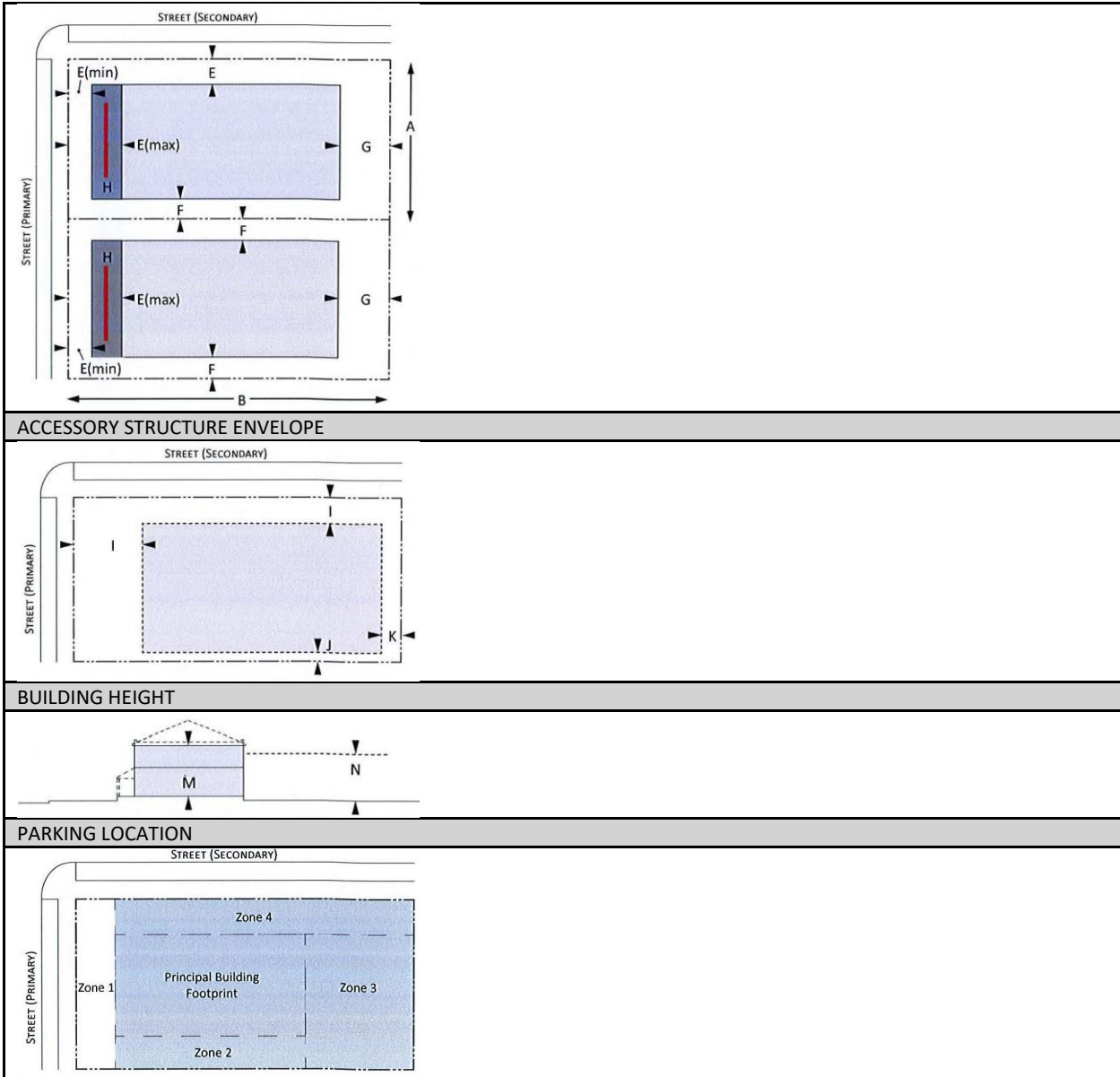
LOT REQUIREMENTS AND BUILDING ENVELOPE	
ACCESSORY STRUCTURE ENVELOPE	
BUILDING HEIGHT	
PARKING LOCATION	



HS	HOUSE-SMALL
A building lot located and designed to accommodate a small detached building with small side and front yards. A maximum of one dwelling unit is permitted.	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	32	40
B - Lot Depth (ft)	50	120
C - Lot Size (sf)	1,600	4,800
D - Lot Coverage (%)	—	90
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	5	10
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	3	—
G - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	400
BUILDING HEIGHT		
M - Principal Building (ft)	—	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2,3,4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	P, S, CY	

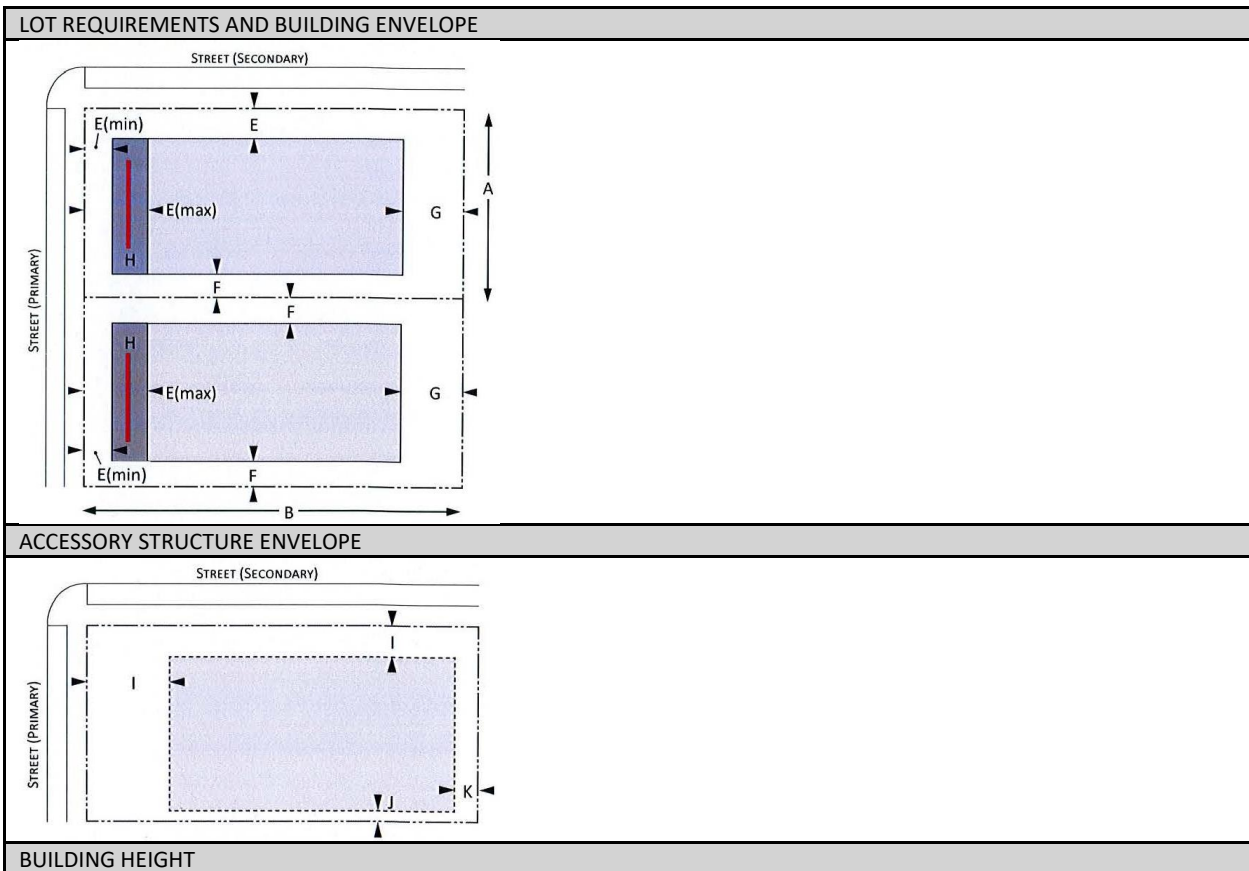
LOT REQUIREMENTS AND BUILDING ENVELOPE
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AH	APARTMENT HOUSE
A building lot located and designed to accommodate a detached building which resembles a large house but which contains multiple dwellings above and beside each other. A maximum of 4 units are permitted in this building lot. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

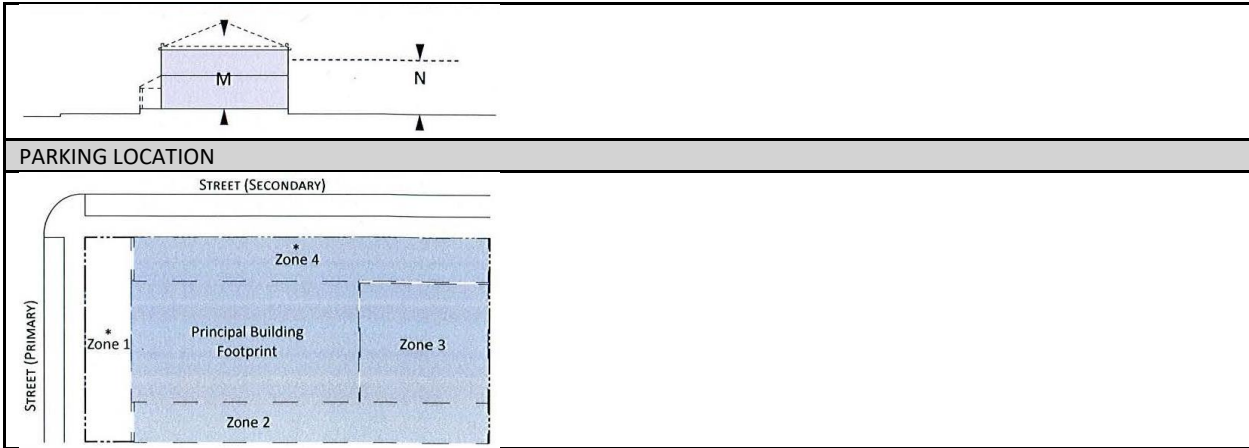
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	40	55
B - Lot Depth (ft)	80	—
C - Lot Size (sf)	3,200	—
D - Lot Coverage (%)	—	70

BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	5	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	2
PARKING PROVISIONS		
Location	Zone 2, 3 and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	P, S, CY	



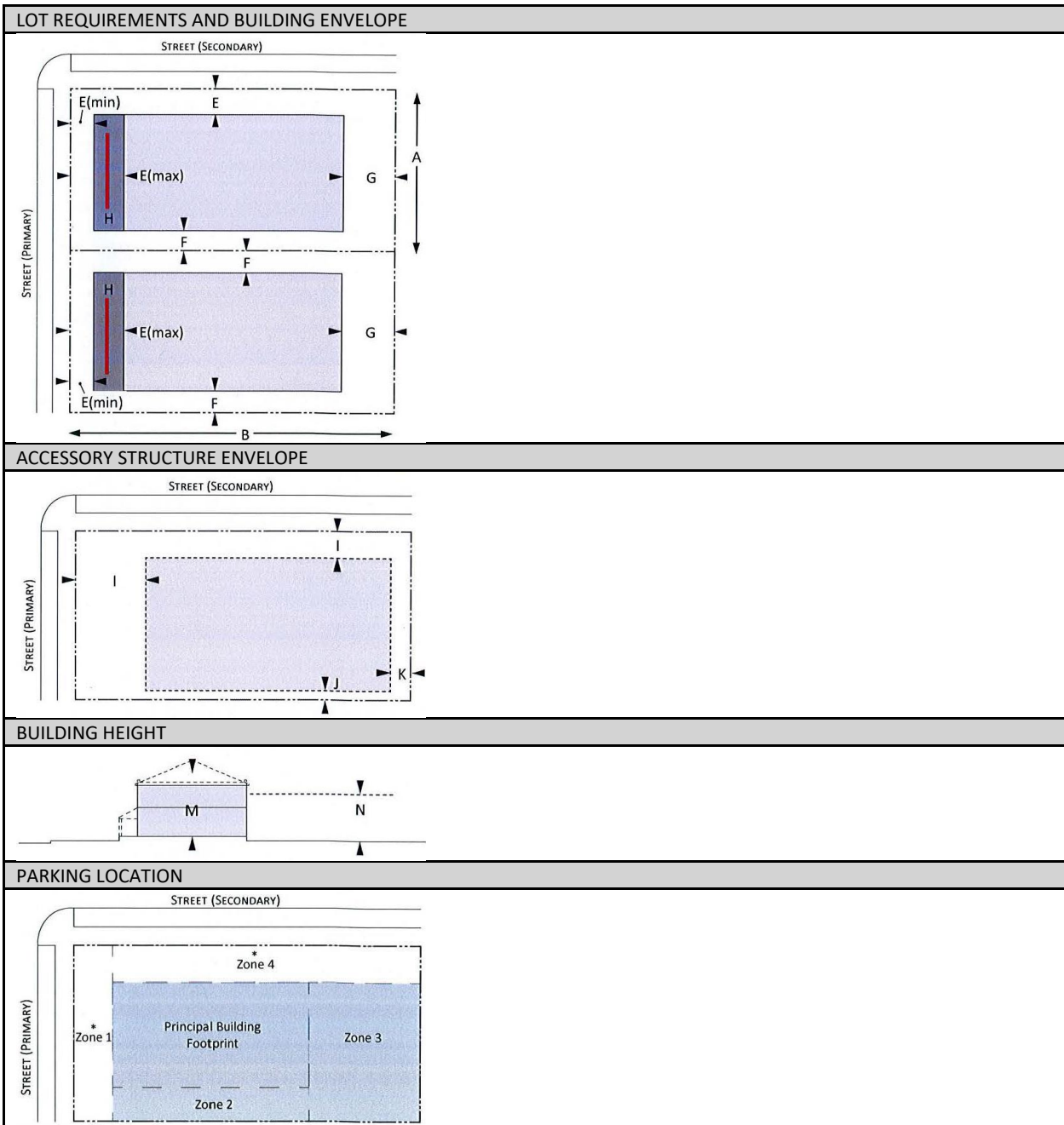
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AS	APARTMENT BUILDING-SMALL
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

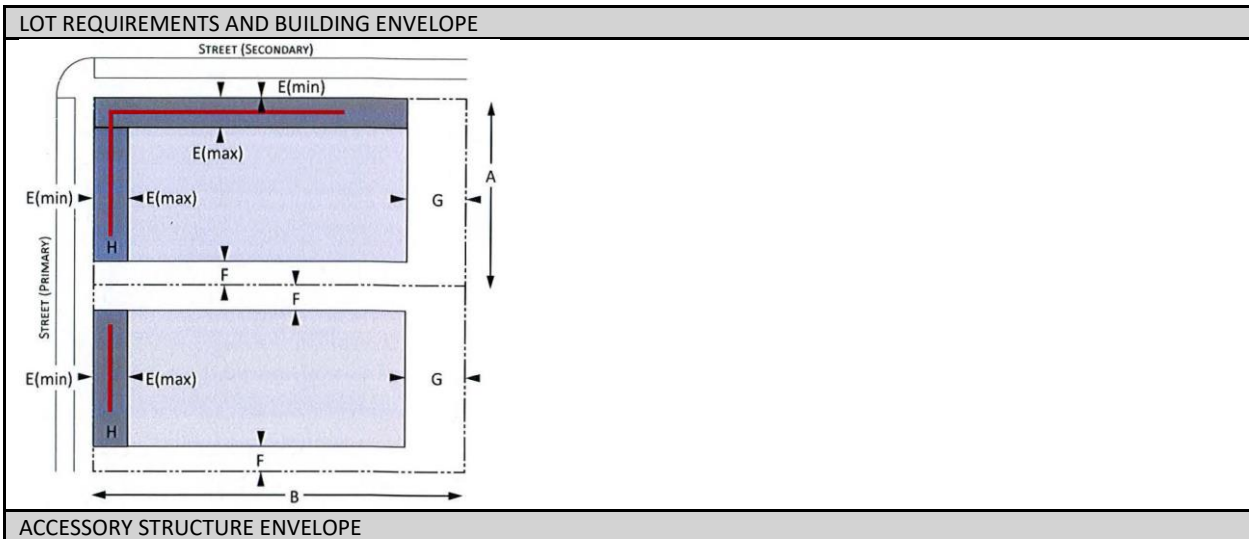
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	90
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	6,000	10,800
D - Lot Coverage (%)	—	75
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	20
Secondary Street Setback (ft)	7	—
F - Side Setback (ft)	7	—
G - Rear Setback (ft) (interior and waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF.	P, F, S, CY	

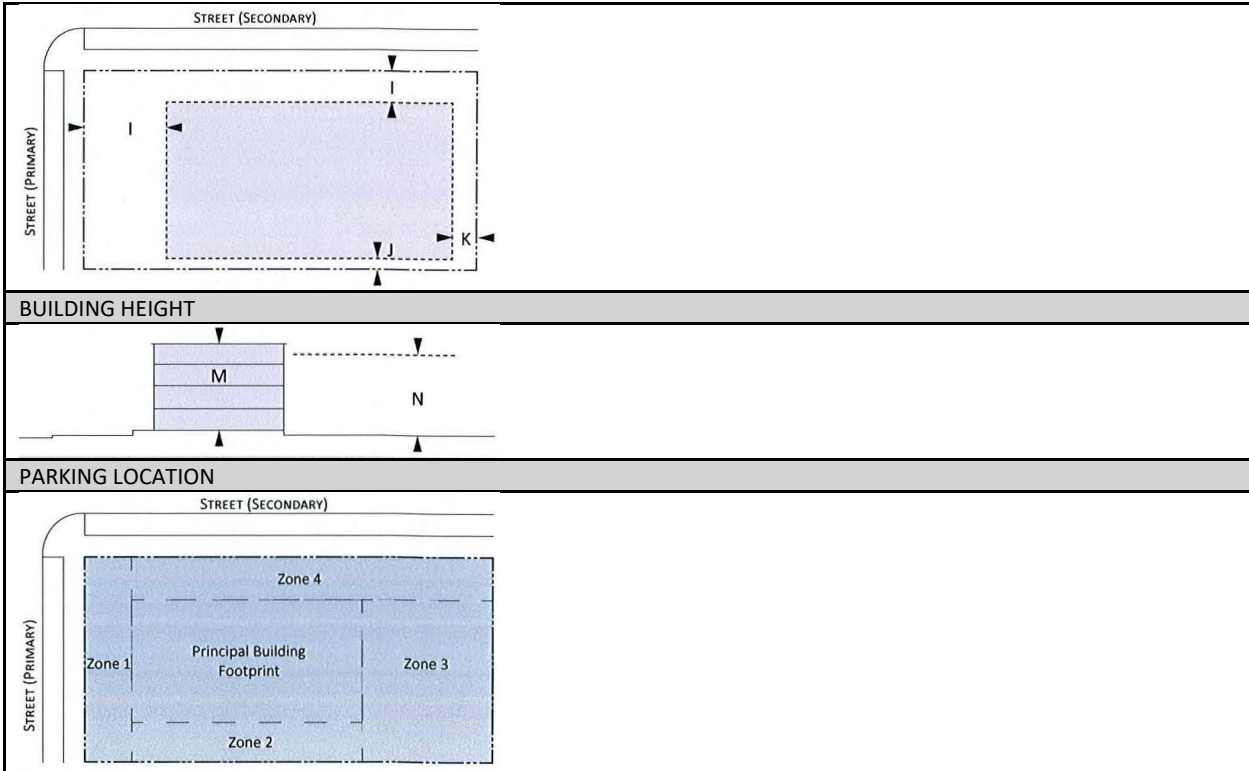


AM	APARTMENT BUILDING-MEDIUM
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

LOT REQUIREMENTS	MIN	MAX
------------------	-----	-----

A - Lot Width (ft)	90	200
B - Lot Depth (ft)	120	120
C - Lot Size (sf)	10,800	24,000
D - Lot Coverage (%)	—	75
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	25
Secondary Street Setback (ft)	10	—
F - Side Setback (ft)	10	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	CY, P, F, S	





CA	COURTYARD APARTMENT
A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to a street and/or alleyway. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	50	200
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	4,000	24,000
D - Lot Coverage (%)	—	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	5	—
G - Rear Setback (ft) (interior and waterfront lots)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800

BUILDING HEIGHT			
M - Principal Building (ft)	—		'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—		28'
PARKING PROVISIONS			
Location		Zone 2 and 3	
PRIVATE FRONTAGES (PF)			
Select a minimum of 1 PF listed		F	

LOT REQUIREMENTS AND BUILDING ENVELOPE	
ACCESSORY STRUCTURE ENVELOPE	
BUILDING HEIGHT	
PARKING LOCATION	

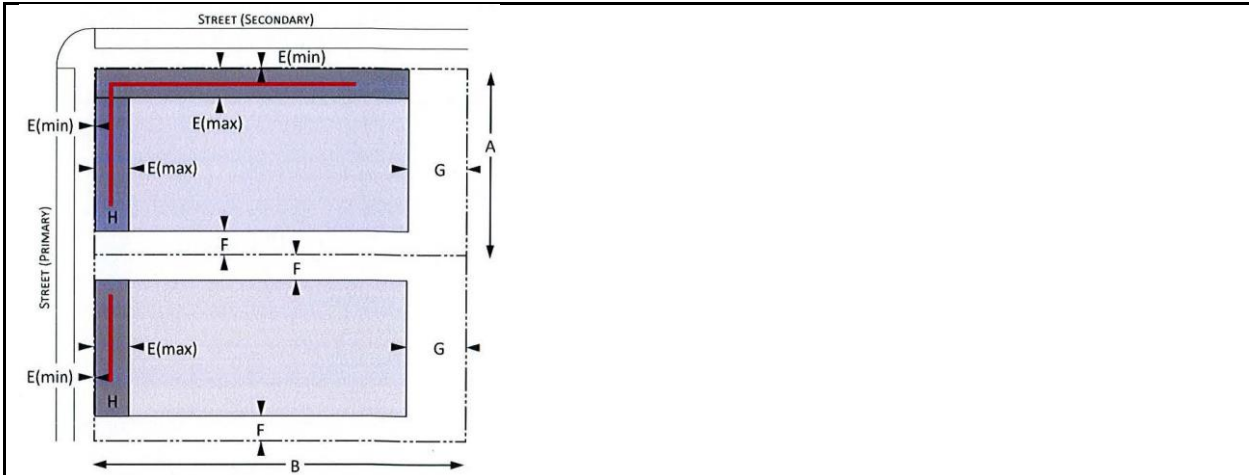
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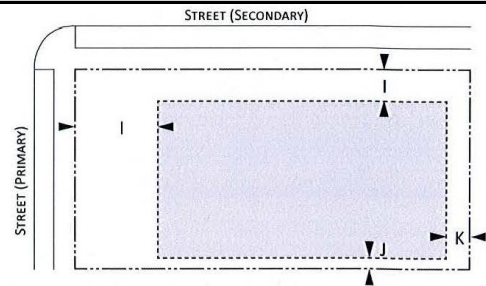
CS	COMMERCIAL / MIXED-USE - SMALL
A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for smaller lot sizes.	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	20	60
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,600	7,200
D - Lot Coverage (%)	—	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	600
BUILDING HEIGHT		
M - Principal Building (ft)	—	underlying zoning district
N - Accessory Structure(s) (ft)	—	25
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C	

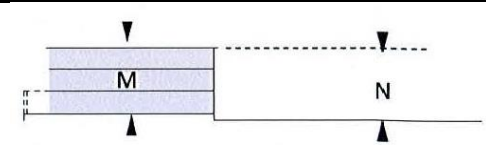
LOT REQUIREMENTS AND BUILDING ENVELOPE
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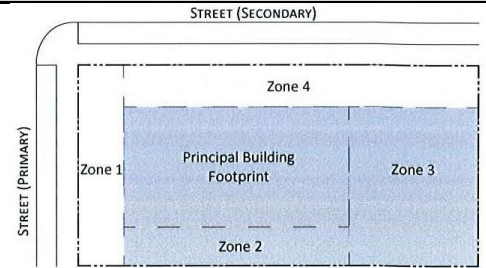
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



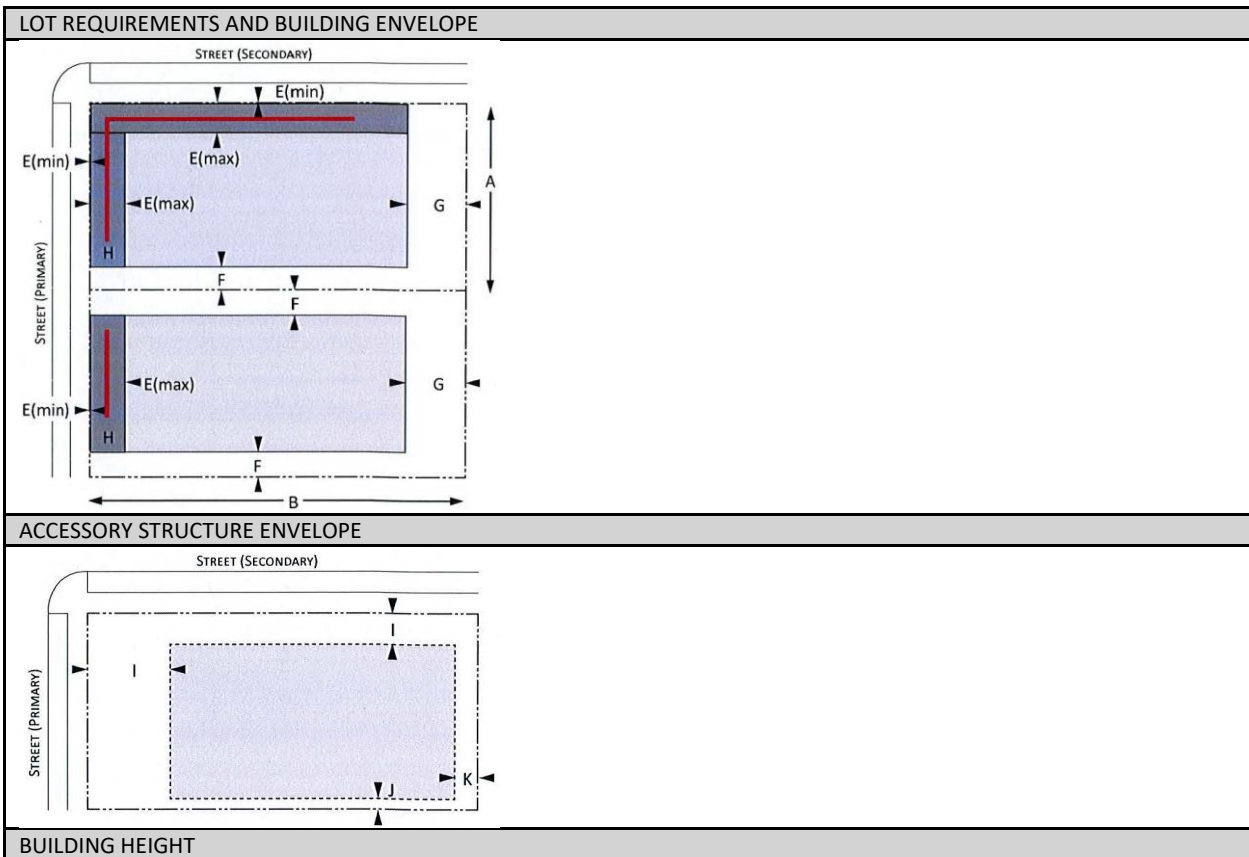
PARKING LOCATION



CM	COMMERCIAL / MIXED-USE - MEDIUM
A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for average lot sizes.	

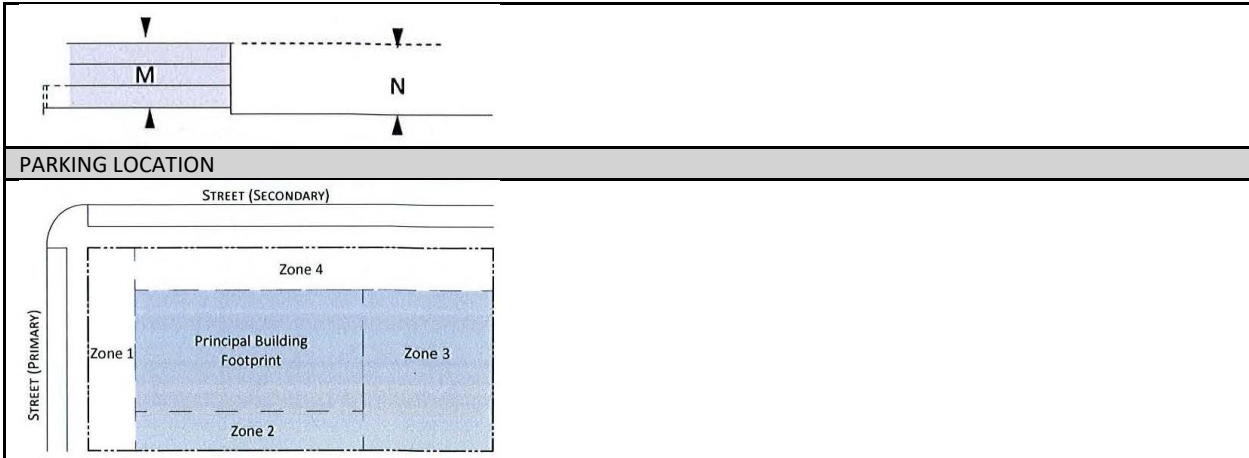
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	150
B - Lot Depth (ft)	—	350

C - Lot Size (sf)	—	52,500
D - Lot Coverage (%)	—	90
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) (interior and waterfront lots)	20	—
Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	underlying zoning district
N - Accessory Structure(s) (ft)	—	25
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C	



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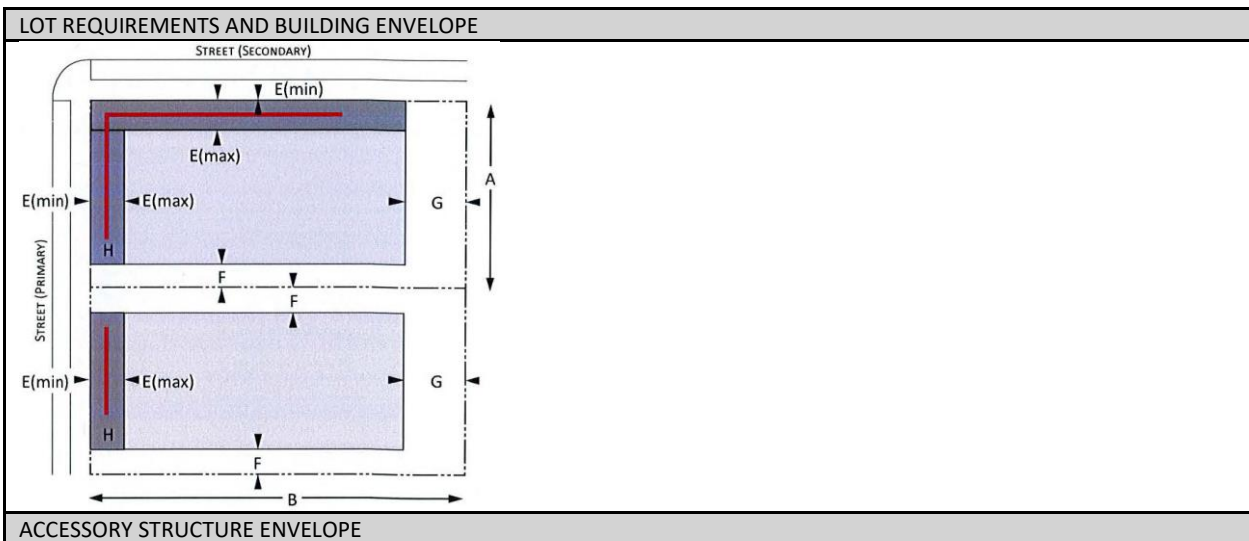
BH	BOUTIQUE HOTEL
A building lot located and designed to accommodate lodging. The number of rooms will be confirmed by existing operating hotel rooms. (The units have to be existing prior to redevelopment as stated in section 20.07 Density, intensity and assembly of parcels).	

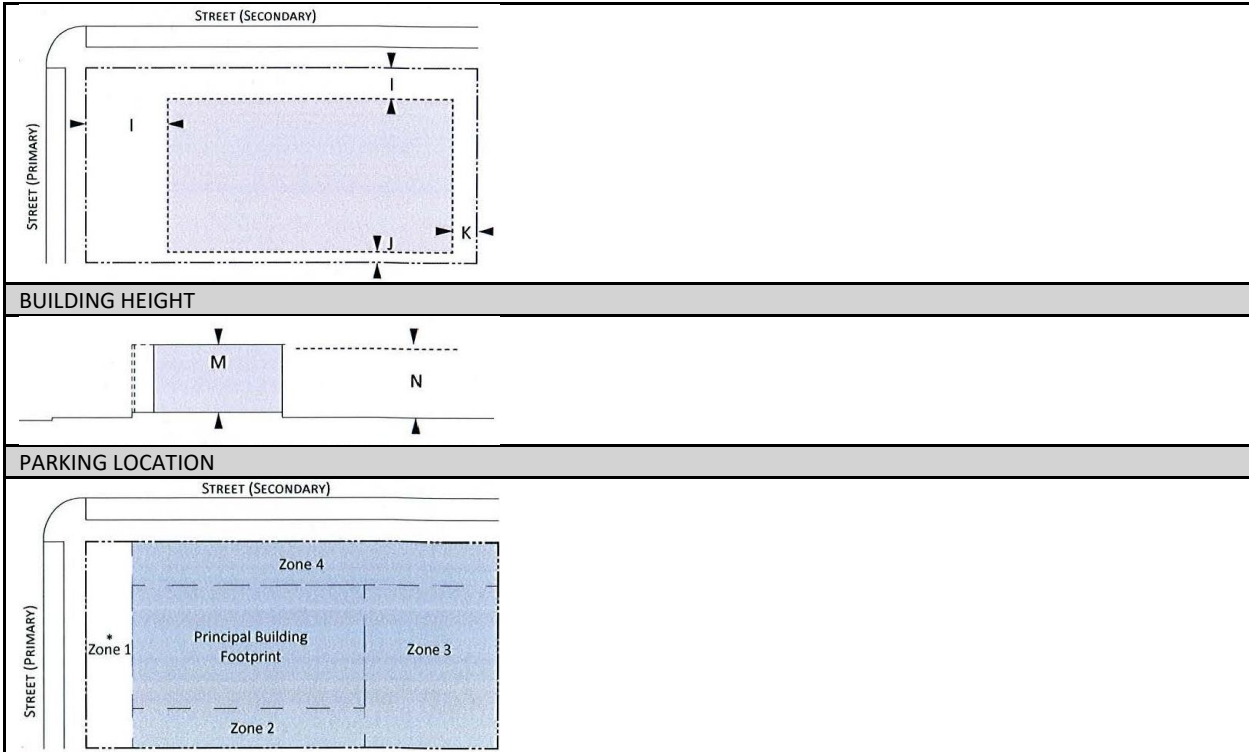
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	40	105
B - Lot Depth (ft)	90	125
C - Lot Size (sf)	—	13,125
D - Lot Coverage (%)	—	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	20
Secondary Street Setback (ft)	10	—
F - Side Setback (ft)	10	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Garage Adjacent to Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)(1)	—	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C, P, F, CY, S	

(1) may exceed the height up to 35' as outlined by the code if the property is along Gulf Way and that portion of the building that exceeds the 32' in height shall be set back an additional one foot from the front setback line for every foot in height increase.

LOT REQUIREMENTS AND BUILDING ENVELOPE	
ACCESSORY STRUCTURE ENVELOPE	
BUILDING HEIGHT	
PARKING LOCATION	
	SINGLE STORY COMMERCIAL BUILDING-SMALL
A building lot located and designed to accommodate single use office and retail.	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	30	50
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	4,000	6,000
D - Lot Coverage (%)	—	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) (interior and waterfront lots)	20	—
Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	underlying zoning district
N - Accessory Structure(s) (ft)	—	25
PARKING PROVISIONS		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C, G, A	





SM	SINGLE STORY COMMERCIAL BUILDING-MEDIUM
A building lot located and designed to accommodate single use office and retail.	

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	150
B - Lot Depth (ft)	—	350
C - Lot Size (sf)	—	52,500
D - Lot Coverage (%)	—	90
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	—
F - Side Setback (ft)	0	—
G - Rear Setback (ft) (interior and waterfront lots)	20	—
Alley	5	—
H - Frontage Buildout (%)	60	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		

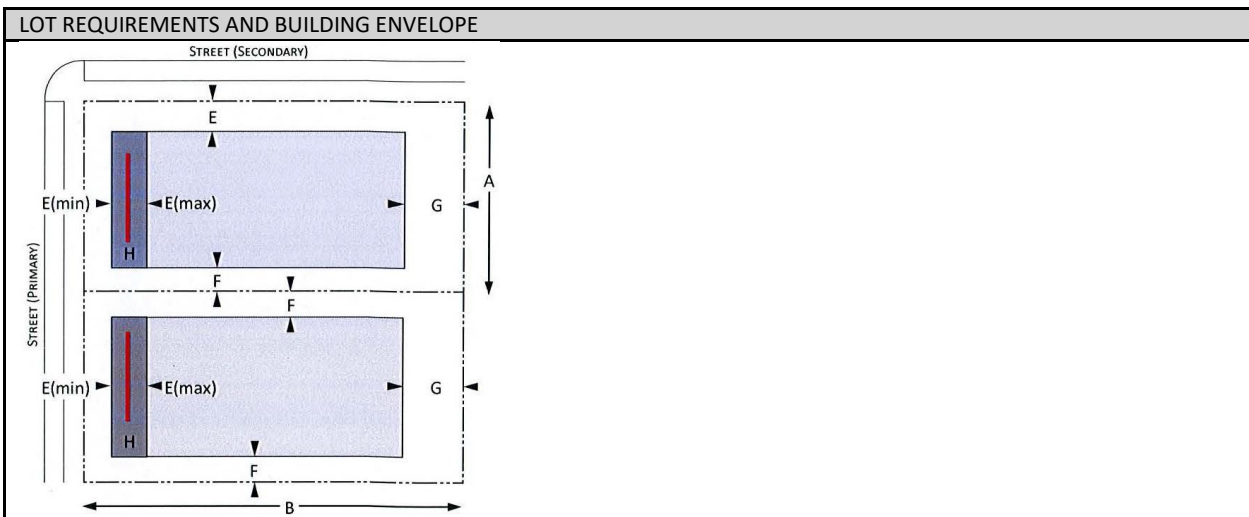
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M - Principal Building (ft)	—	underlying zoning district
N - Accessory Structure(s) (ft)	—	25
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C	

LOT REQUIREMENTS AND BUILDING ENVELOPE	
ACCESSORY STRUCTURE ENVELOPE	
BUILDING HEIGHT	
PARKING LOCATION	

IN	INSTITUTION BUILDING
A building lot located and designed to accommodate a building containing public or civic uses such as community services, day care, education, government, places of worship, or social services. This typology is only for permitted and exiting institutional buildings.	

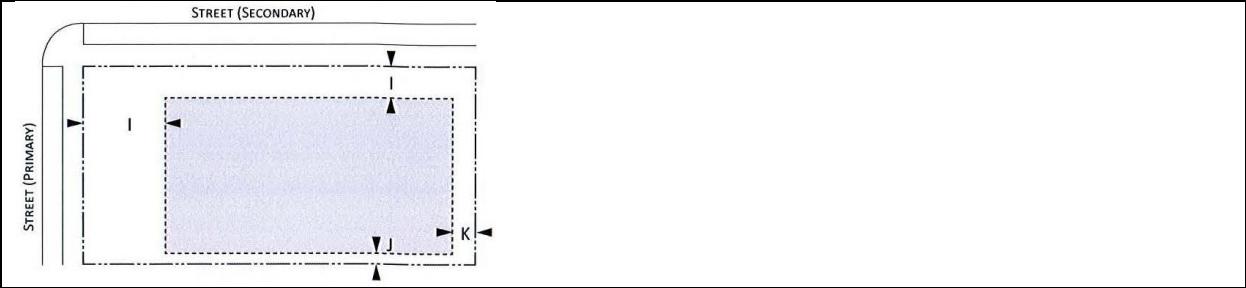
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	—	—
B - Lot Depth (ft)	—	—
C - Lot Size (sf)	—	—
D - Lot Coverage (%)	—	—
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	25
Secondary Street Setback (ft)	10	—
F - Side Setback (ft)	10	—
G - Rear Setback (ft) (interior lot)	15	—
Rear Setback (ft) (waterfront lot)	20	—
Alley	5	—
H - Frontage Buildout (%)	50	—
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	—
J - Side Setback (ft)	10	—
K - Rear Setback (ft) (interior lot)	10	—
Rear Setback (ft) (waterfront lot)	20	—
L - Building Footprint (sf)	—	800
BUILDING HEIGHT		
M - Principal Building (ft)	—	35
N - Accessory Structure(s) (ft)	—	28'
PARKING PROVISIONS		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	no requirement	



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ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION

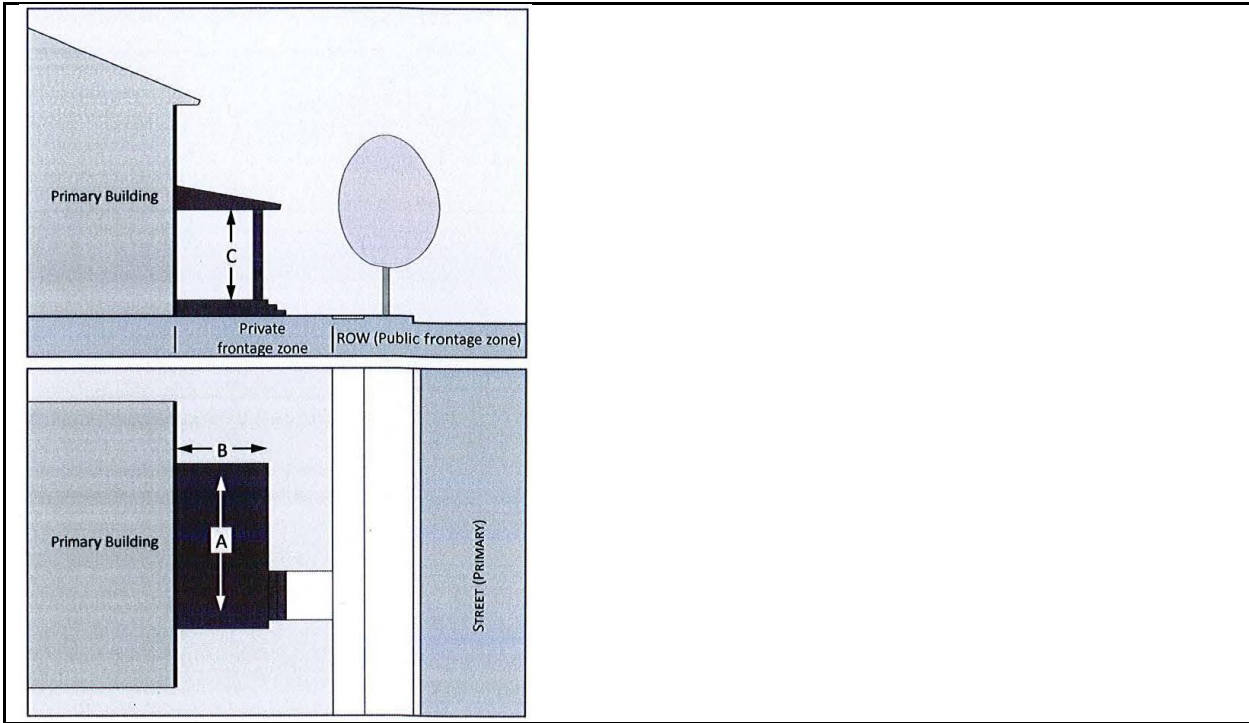


P PORCH

The façade is setback from the front lot line per applicable street setback requirements. The façade includes an attached front porch structure. A wide variety of porch designs are possible.

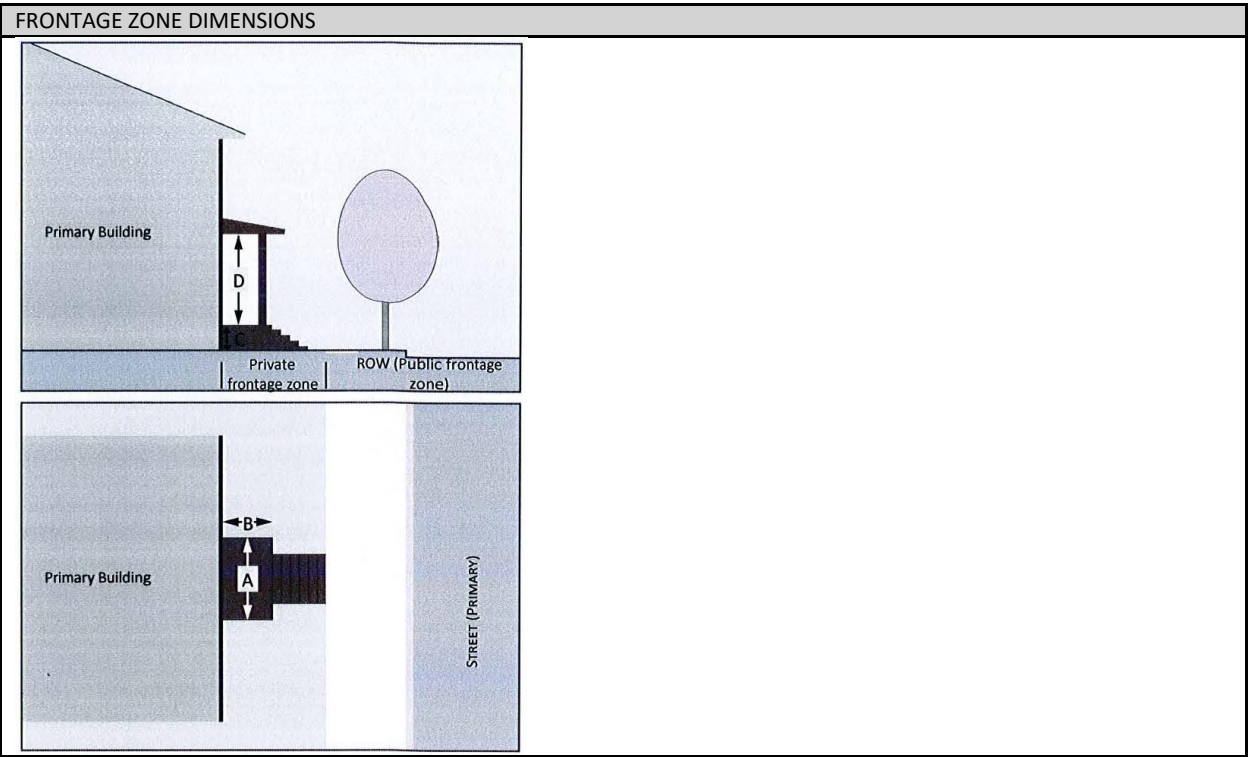
FRONTAGE ZONE (FZ)	MIN	MAX
Porch structure requirements:		
A - Width (clear) (ft)	10	—
B - Depth (clear) (ft)	5	—
C - Height (clear) (ft)	7	—
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS



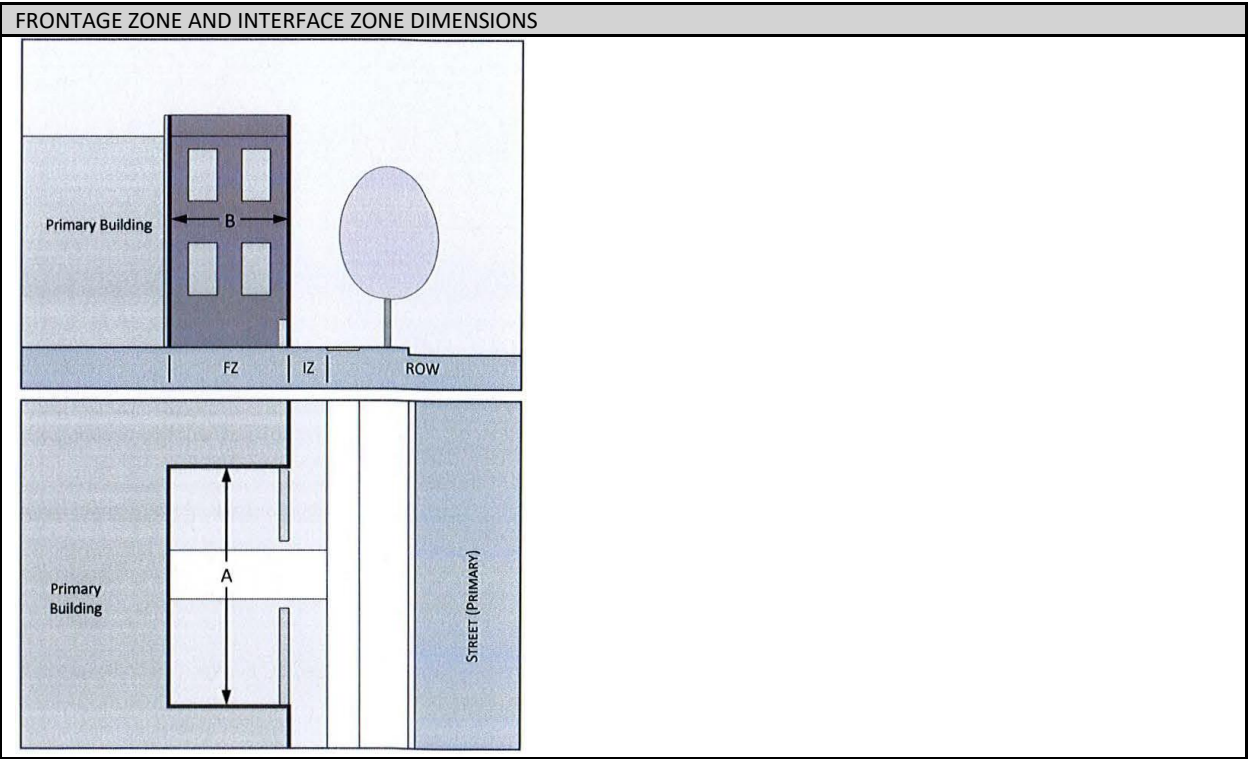
S	STOOP
The façade is set back from the front lot line per applicable street setback requirements. The façade includes an attached entry stoop (an elevated landing with stairs) that is placed at or near the front lot line. The ground floor is elevated to provide privacy. The stoop may include a roof, however it is not required.	

FRONTAGE ZONE (FZ)	MIN	MAX
Stoop structure requirements:		
A - Width (clear) (ft)	5	10
B - Depth (clear) (ft)	3	8
C - Height (stoop) (in)	18	24
D - Height (clear) (ft)	7	—
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		



F	FORECOURT
The façade is set back from the front lot line per applicable street setback requirements. A portion of the façade is recessed to form an uncovered court. The court is suitable for outdoor dining, gardens, vehicle drop-offs, formal entries etc. A fence or wall may be used to define the private space of the court. The court may be elevated behind a retaining wall at or near the front lot line with entry steps to the court. The forecourt area may not have a permanent roof structure. Cafe's, seating area's may provide shade, umbrella's or any temporary shelter(s) that provide shade.	

FRONTAGE ZONE (FZ)	MIN	MAX
Courtyard requirements:		
A - Width (clear) (ft)	12	—
B - Depth (clear) (ft)	12	50
INTERFACE ZONE (IZ)		
Landscape with path (6' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		
None		

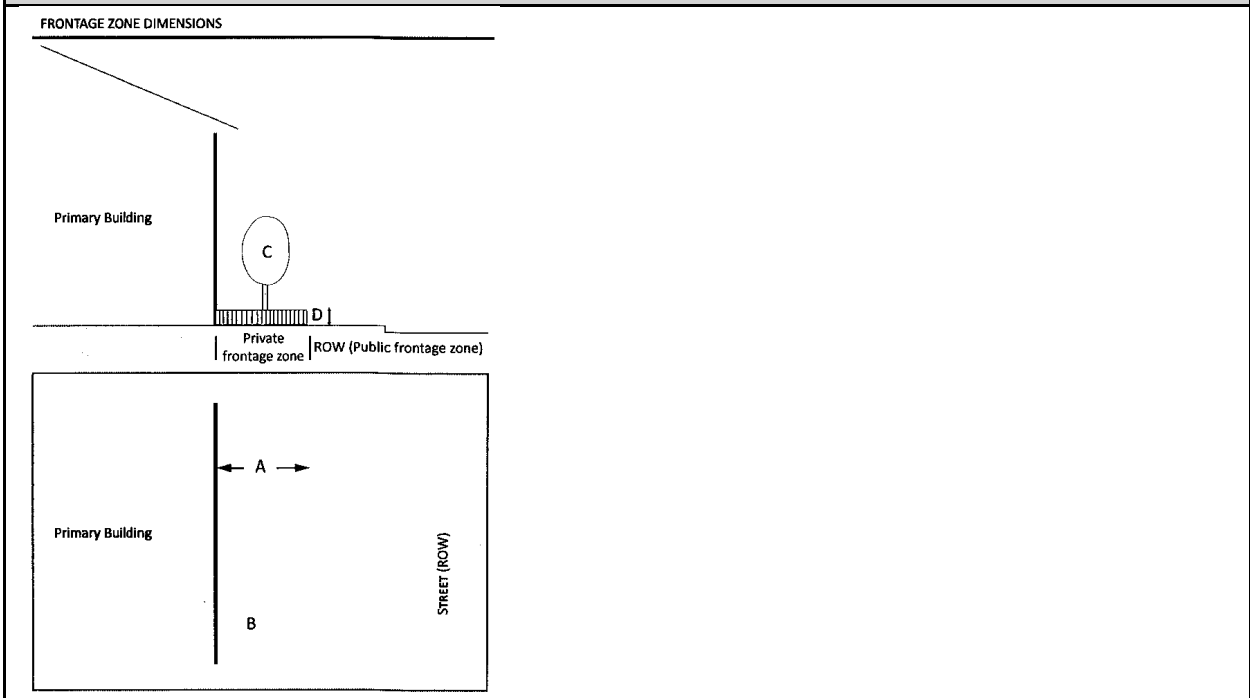


COMMON YARD

The façade is set back from the front lot line per applicable street setback requirements. The common yard may include a two to four foot in height decorative fence that shall be constructed of wood, shell, or concrete material. The frontyard is required to have a minimum of 1 canopy tree, shrubs, and ground cover.

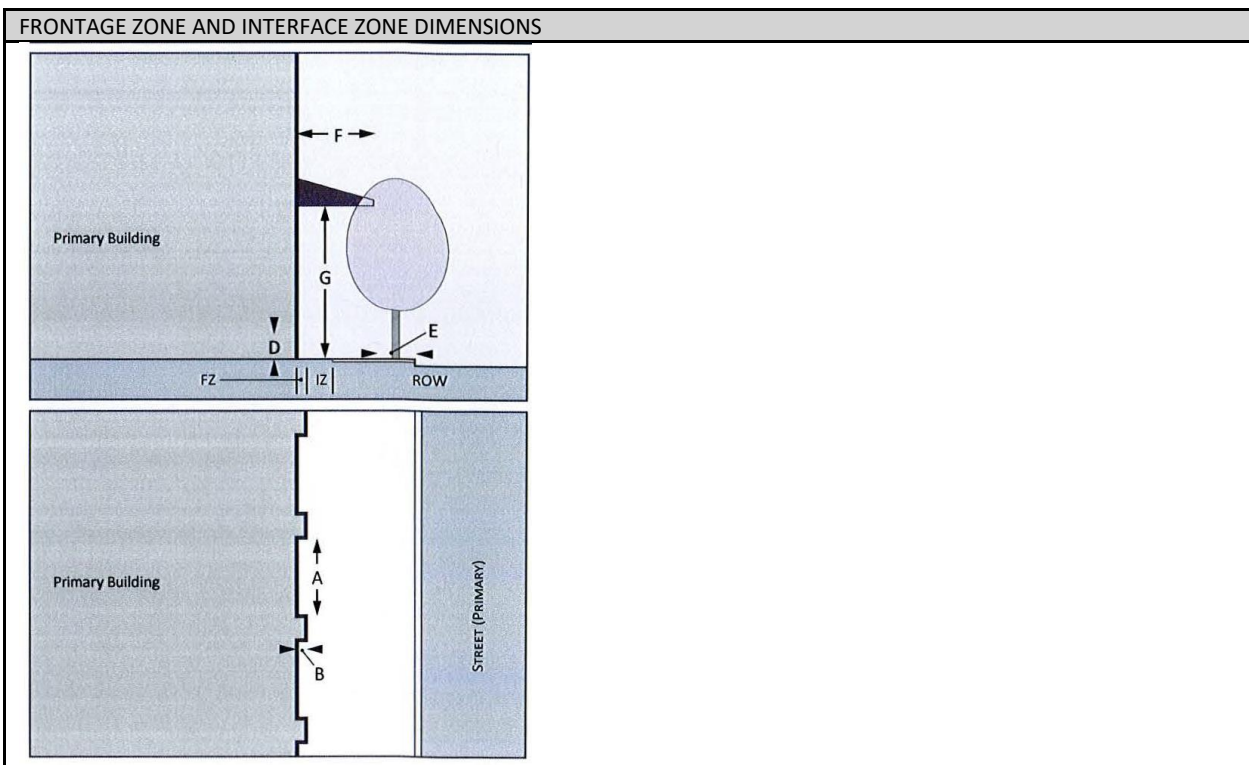
FRONTAGE ZONE (FZ)	MIN	MAX
Stoop structure requirements:		
A - Landscape	grass and or ground cover	
B - Shrubs, ground cover	10 (3 gallon)	—
C - Tree (canopy tree)	1	—
D - Fence Height (feet)	2'	4'

FRONTAGE ZONE DIMENSIONS



C	COMMERCIAL
The façade is setback from the front lot line per applicable street setback requirements, typically at or near the front lot line with the entrance at sidewalk grade. The façade may include an awning, shed roof, or gallery (a lightweight colonnade with no habitable building space above it) that covers the sidewalk and may extend into the right-of-way. The facade has a substantial amount of glazing at the sidewalk level. Recessed entrances are acceptable.	

FRONTAGE ZONE (FZ)	MIN	MAX
Building facade requirements:		
A - Distance between openings (ft)	10	20
B - Door recess (ft)	—	5
C - Ground floor transparency (%)	60	—
D - Height to bottom of window (ft)	—	2.5
INTERFACE ZONE		
Extended sidewalk from right-of-way edge to structure		
OPTIONAL ELEMENTS	MIN	MAX
AWNING or GALLERY		
E - Setback from curb (ft)	2	—
F - Depth (clear) (ft)* (Gallery min 8')	4	10
G - Height (clear) (ft)	8	—
OTHER REQUIREMENTS		
None		



(Ord. No. 2016-19, § 2(Exh. A), 2-28-17; Ord. No. 2021-08, § 2, 6-22-2021; Ord. No. 2021-22, § 2, 10-12-21)

Sec. 20.16. Private frontage.

The building types in section 20.15 provide the acceptable private frontages (i.e. porches, stoops, etc.) for that building type. If there are multiple frontages provided in the table, the applicant may choose what private frontage to provide per building. A minimum of one frontage will be required for new construction when listed on the chart, by Building Type. The private frontage area may count towards the calculation of the frontage build out requirement under the "Building Envelope" category, by building type, in section 20.15.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.17. Building height.

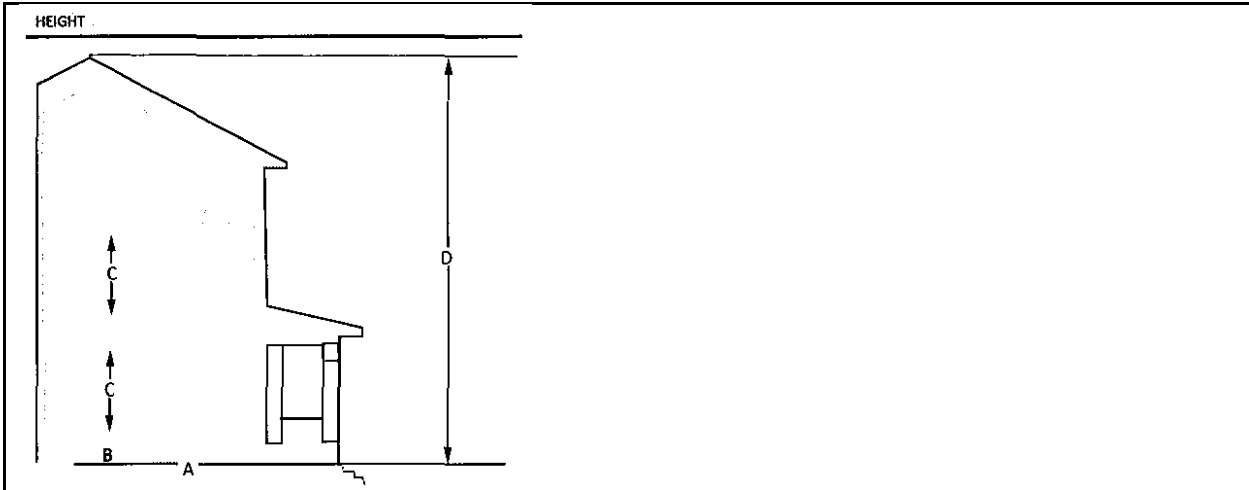
Each building lot typology in section 20.15 provides the range of height appropriate for the building type. No new or substantially improved building within the PAG Overlay District and having the underlying zoning designation of THD, RU-2 Residential, RLM-2 Residential, or RM Residential shall be constructed to exceed twenty-eight (28) feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, or thirty-two (32) feet overall, as defined below:

- a. For any structure with habitable space located less than eight feet above natural grade, height shall be measured from the property's required Design Flood Elevation.
- b. For any structure with habitable space beginning at or higher than eight feet above natural grade, height shall be measured from eight feet above natural grade.

Base flood elevation requirements are outlined in section 98-33 of the City's Code of Ordinances.

	MIN	MAX
Building facade requirements:		
A - Base Flood Elevation (BFE) refer to Sec. 98-33		
B - Finished Grade (FG)	Determined by the BFE & FG	
C - Height of Floors (liveable)	8	14
D - Total Height (Measurement from the required DFE)	—	—
Residential*	—	28-32*
Commercial (non-residential)	—	Refer to Underlying Zoning District
* Not to exceed 28 feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the location specified above, further provided that the overall roof height shall not exceed 32 feet.		

HEIGHT



(Ord. No. 2016-19, § 2(Exh. A), 2-28-17; Ord. No. 2021-08, § 2, 6-22-2021)

Sec. 20.18. Minimum off-street parking requirements.

- (a) *Residential*: Shall be in accordance with the requirements of Division 23 of the Land Development Code, Off Street Parking and Loading.
- (b) *Nonresidential*: may reduce the number of spaces, if on-street parking is available, then an applicant can count any on-street parking within 500 feet of the parcel.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.19. Alleyways.

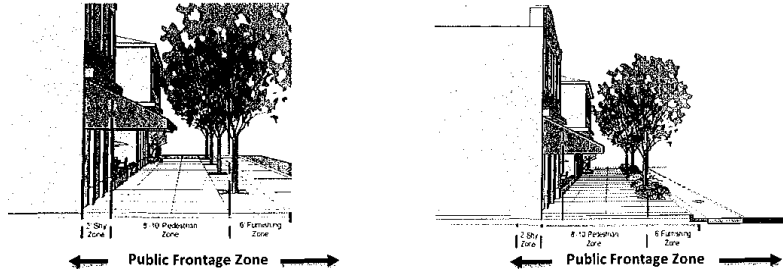
- (a) The PAG Overlay District has existing alleyways that shall be maintained as an alleyway.
- (b) Under no circumstance shall an existing alley be reduced in the width and length.
- (c) Parking is permitted adjacent to an alleyway or where the City has identified, through signage, that vehicles may park within the alleyway. Under no circumstance shall a parked vehicle impede the vehicular movement.
- (d) Alleyways shall not be permanently closed or vacated.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

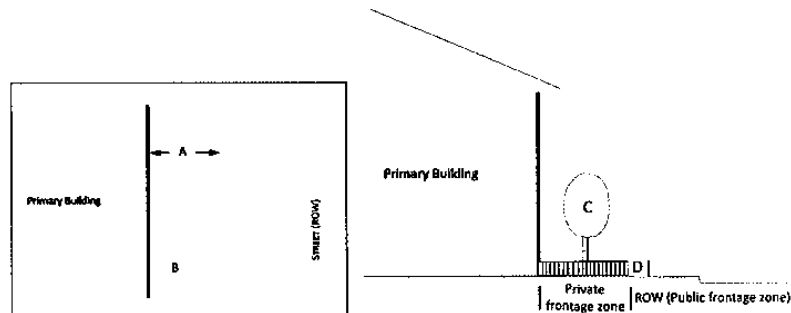
Sec. 20.20. Landscaping standards.

- (a) *Streetscape standards*. When the City requires improvements to the "Public Frontage" Zone which includes: Furnishing zones, pedestrian zones and a shy zone, the following standards shall apply.
 - (1) *Furnishing Zone that is a minimum of six feet in depth and may include street lights, benches and canopy trees*. A furnishing zone shall include one of the following: Tree Grate Standards. One canopy tree per 30 feet in lineal building shall be provided the entire length of the parcel the building is fronting.

- (2) *Planter Beds.* A minimum width of 6 feet with a maximum length of 25 feet that contains 1 canopy tree per bed and 100 percent ground cover.
- (3) *Pedestrian Zone.* 8—10 feet of unobstructed sidewalk
- (4) *Shy zone.* Comprised of 12 inches to 2 feet that includes the area from the edge of the building to the edge of the pedestrian zone.



- (b) Landscape Buffers may be required between any uses within the PAG Overlay District.
- (c) Front Buffers for all residential building types, excluding the Apartment Building, shall provide the following:
 - (1) Front fence or landscape buffer shall be provided and include the following:
 - a. An opaque hedge, height not to exceed 3 feet when fully matured and/or
 - b. *Knee wall and/or fence.* Permitted materials are wood, shell or concrete material consistent with the overall architecture and design of the primary residence.



FRONTAGE ZONE (FZ)	MIN	MAX
Scoop structure requirements:		
A - Landscape	grass and or ground cover	
B - Shrubs, ground cover	10 (3 gallon)	--
C - Tree (canopy tree)	1	--
D- Fence Height (feet)	2'	4'

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.21. Screening of elevated buildings.

A building required by section 98-33 of the City's Code of Ordinances, to be elevated more than three feet above grade shall mask the fact that it is elevated through the use of appropriate architectural screening so that

the building, when viewed from public rights-of-way, appears to have been constructed at, or near, natural grade as follows:

- (a) Architectural screening shall:
 - (1) Create a visual continuity that is integrated with the overall design and architecture of the home using doors, garage doors, entryways, staircase and/or archways.
 - (2) No more than 20 percent of the area being screened can be transparent.
- (b) Landscape screening shall be installed:
 - (1) A minimum 3-foot-wide landscape area.
 - (2) One understory tree per 20 lineal feet (or portion thereof) of the elevated building length/width viewed from public rights-of way.
 - (3) Planted with shrubs, ornamental grasses and groundcovers to provide 100 percent coverage of the landscape area within one growing season. The landscape design shall (unless spatially impractical) provide layering of plant materials that includes larger background shrubs and low foreground groundcovers. All plant material should be Florida friendly plantings as defined and identified by University of Florida/IFS horticulture experts.
 - (4) Permanent mulch materials, such as organic mulches, stones, and recycled inorganic groundcover materials are not permitted in lieu of vegetation, unless they are provided as accent or focal points that enhance the landscape design.
- (c) Apartment building types (apartment house, apartment building small and apartment building medium shall also meet the following standards:
 - (1) Parking may only be accessed from the side or rear of the building.
 - (2) No portion of the primary building shall have garage doors facing any street.
 - (3) Parking may be located within the BFE provided the primary face of the building is architecturally designed to be consistent with front entryways of homes that are integrated and not visually seen from any street.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.22. General building design (residential).

In addition to the required private frontages and the standards provided in each frontage, the following standards shall be applied to all residential building types (house and apartment building types) in order to maintain the overall mass and scale, of the PAG community's existing housing stock.

The following standards are included to provide a minimum criteria needed to review the overall design, mass and scale as outlined below while allowing an applicant flexibility in the design of the building. The design criteria are typical design elements used by architects to ensure a higher quality development.

Any single family or attached residential structure that follows the criteria outlined in section 20.15 must design the building with the following architectural elements:

- (a) The mass of a building must include:
 - (1) *Primary mass.* The building shall have a distinct primary mass.
 - (2) *Secondary mass.* A building should also include secondary mass (private frontage requirements) that form the façade of the building.

-
- (3) Voids that allow for natural breaks in the mass.
 - (b) Proportional design elements shall include:
 - (1) Windows in varying, yet similar arrangements.
 - (2) Appropriate vertical visual consistency at the centerline of the façade.
 - (3) Appropriate ratios of visual width between top and bottom halves of the elevation (bottom ½ clearly supports the top).
 - (4) Overall design shall be symmetrically or asymmetrically balanced.
 - (c) Design must include the following rhythms:
 - (1) Proximity (objects close together complement each other).
 - (2) Similarity- common textures, colors or features.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.23. General building design (non-residential).

In addition to the required private frontages and the standards provided in each frontage, the following standards shall be applied to non-residential building types only.

- (a) *Public entrance.* Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface or finish which places an emphasis to the entrance.
- (b) *Building orientation.* The primary building entrances shall be visible and directly accessible from a street or park space that has a sidewalk or pedestrian path.
- (c) *Storefront character.* Buildings shall express a "storefront character". This guideline is met by providing all of the following features along the building frontage as applicable.
 - (1) Regularly spaced and similar-shaped windows with window hoods or trim (all building stories).
 - (2) *Large display windows on the ground floor.* All street-facing, park-facing and plaza-facing structures shall have windows covering a minimum of 40 percent and a maximum 80 percent of the ground floor of each storefront's linear frontage. Blank walls shall not occupy over 50 percent of a street-facing frontage and shall not exceed 20 linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass and glass block cannot be used in meeting this requirement. Display windows may be used to meet this requirement if the first floor has not been design as a flood proof first floor.
- (d) *Building façade.* A clear visual division shall be maintained between the ground level floor and upper floors with either a cornice line or awning from 12 feet to 16 feet above grade, whichever applies to the proposed development. No more than 20 feet of horizontal distance of wall shall be provided without architectural relief for building walls and frontage walls facing the street. All buildings excluding single family detached homes shall utilize at least three of the following design features to provide visual relief along all elevations of the building:
 - (1) Divisions or change in materials (materials should be drawn from a common palette).
 - (2) Window bays.

-
- (3) Separate entrances and entry treatments, porticoes extending at least five (5) feet.
 - (4) Variation in roof lines.
 - (5) Balconies: 6 feet maximum may project into the front or side street setbacks.
 - (6) Dormers.
 - (7) Canopies, extending at least five (5) feet.
 - (8) Gables.
 - (9) Overhang extending at least five (5) feet.
 - (10) Recessed entries (at least three [3] feet from the primary façade).
 - (11) Protruding entries (at least three [3] from the primary façade).
 - (12) Covered porch entries.
 - (13) Cupolas shall be permitted on sloped roofs and are exempt from the height limitations up to twelve feet above the roof line.
 - (14) Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

Sec. 20.24. Design review and required drawings.

An applicant shall be subject to the City's permit process. In addition, any development within the PAG Overlay District using the building types, as provided in this division, shall submit architectural elevations of all facades of all structures subject to this division and shall be a required exhibit for plan approval which does not subrogate any requirements outlined in Division 5, Site plan approval procedures, and building permit process. Such exhibits shall include colors, materials, building dimensions, mass and scale proportions, location of service areas and mechanical equipment, screening devices, parking, site furnishings, lighting fixtures, all signage, and any other information as determined necessary to ensure consistency with the intent of this division. All elevations and overall design must be signed and sealed by a licensed architect registered in the State of Florida and must provide a summary and illustrations that identify each standard listed in section 20.22 or 20.23 of this division. The City may request review by the Historic Preservation Board to ensure compatibility of new construction or additions within the PAG overlay district.

(Ord. No. 2016-19, § 2(Exh. A), 2-28-17)

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Authorize the City Manager to increase the spending threshold to \$250,000 for Building Department Services provided by Joe Payne, Inc. dba JPI for FY 24

Strategic Objective: N/A

Date: December 12, 2023

Prepared By: Julie Anderson, Building Manager

Through: Wayne Saunders, Interim City Manager

Summary of Issue: In August 2022, the City Manager authorized the piggyback agreement with JPI, with the initial budget allocation of under \$25,000 for FY 23. That piggyback agreement terminates on May 18, 2026. Amid hiring challenges, an additional \$35,000 was approved by the City Commission in March 2023, bringing the total expenditure to \$60,000. Finally, in July 2023, an additional \$80,000 was approved, bringing the current threshold to \$140,000.

We continue to experience hiring challenges and rely very heavily on JPI and other providers to maintain the department's efficiency. Allocating the funds to JPI will allow us to provide a full-time combination inspector and plans examiner in-house, providing closer supervision by the building official and uninterrupted service to the residents.

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

Attachments: 1. Joe Payne Inc. dba JPI Agreement

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

Building Department Services

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

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

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

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

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the terms of Building Department Services RFP 20-001 and as follows:

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

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

As to Vendor:

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

As to City:

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

With Copy To:

joepayneinc@gmail.com

With Copy To:

cityattorney@stpetebeach.org

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

[SIGNATURE PAGE TO FOLLOW]

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

Joe Payne, Inc. dba JPI:

City of St. Pete Beach:

Signature: Joseph Payne

Signature: [Signature]

By: Joseph Payne

By: Alex Rey

Its: President

Its: City Manager

Date: 9.01.22

Date: 8/23/22

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

[Signature]
Andrew Dickman
City Attorney

[Signature]
Amber LaRowe
City Clerk

EXHIBIT "A"
(Vendor's Original Contract)

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

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

WITNESSETH

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

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

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

SECTION 1. **SCOPE OF WORK.**

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

SECTION 2. **TERM.**

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

SECTION 3. **OBLIGATIONS OF THE CONTRACTOR.**

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

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. **STANDARD OF CARE.**

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

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

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

SECTION 5. COMPENSATION.

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

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

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

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

SECTION 6. TERMINATION AND FORCE MAJEURE

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

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

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

SECTION 7. **PAYMENT WHEN SERVICES ARE TERMINATED.**

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

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

SECTION 8. **CITY OBLIGATIONS.**

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

SECTION 9. **APPLICABLE LICENSING.**

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

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

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

SECTION 11. **SCHEDULE.**

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

SECTION 12. **INDEPENDENT CONTRACTOR.**

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

SECTION 13. **BANKRUPTCY OR INSOLVENCY.**

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

SECTION 14. **CONFLICT OF INTEREST.**

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

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

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

SECTION 16. **EQUAL OPPORTUNITY EMPLOYER.**

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

SECTION 17. **INSURANCE.**

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

SECTION 18. **INDEMNIFICATION.**

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

SECTION 19. **SOVEREIGN IMMUNITY.**

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

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

SECTION 20. PUBLIC RECORDS.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

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

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

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

SECTION 22. **NOTICE.**

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

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

mmunger@mytreasureisland.org

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

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

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

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

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

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

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

SECTION 24. **MISCELLANEOUS.**

- i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**
- ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.
- iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.
- iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.
- v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.
- vi. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.
- vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this

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

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

xi. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

As To
CONTRACTOR

JPI

(name of corporation or business)

BY: President

(title of authorized corporate officer or individual)

Signature

Joseph Payne

Printed Name

As To
CITY OF TREASURE ISLAND

Mayor:

Signature

DEPUTY
ATTEST | City Clerk:

Signature



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

Company Name:

Joe Payne, Inc. dba JPI

Year:

1

2020/2021

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

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

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

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

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

EXHIBIT "B"

(Florida Public Records Law)

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

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

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

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

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

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

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

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

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

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Authorize the City Manager to sign the new 3-year agreement for the continuation of services with iWorq Community Development Software in the amount of \$13,725.00 per year.”

Strategic Objective: N/A

Date: December 12, 2023

Prepared By: Julie Anderson, Building Manager

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The fiscal year 2024 Building Fund budget includes \$300,000 for the purchase of community development software. The city has used iWorq, a cloud-based software solution, since 2019 and intends to continue using the system for building permitting, planning, business licensing and code enforcement management until a more robust system is selected and implemented. The intention is to use both systems simultaneously during the transition away from iWorq. Once the new system is live, we plan to continue using iWorq for existing permits and cases while utilizing the new system for new permits and cases. Staff requests authorization to renew the agreement for a period of 3 years.

Funding: Building Fund 201-5402-524-5330

Attachments: 1. iWorq Services Agreement

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

St. Pete Beach hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ can not be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact Julie Anderson Title Acting CDD
 Office Phone 121-363-9244 Cell — Email janderson@stpetebeach.org
 Secondary Implementation Contact Joanne Boland Title Permit Administrator
 Office Phone 121-363-9214 Cell — Email jboland@stpetebeach.org

11. CUSTOMER BILLING INFORMATION:

Billing Contact Sheila Dalton Title CFO
 Office Phone 121-363-9252 Cell — Email AP@stpetebeach.org
 PO# _____ (if required) Tax Exempt ID # 85-8012621680 C-1

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

St. Pete Beach	Population- <u>9346</u>
155 Corey Avenue St. Pete Beach , FL 33706	Prepared by: Nathan Romrell

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development (Department) *Permit Management *Code Enforcement *Portal Home -Configurable portal for ease of applying for permits, tracking current permits online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (25MB Uploads, 100GB Total Storage) -OpenStreetMap tracking abilities with quarterly updates -3 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters	\$4,500.00	Annual
License Management - Available on any computer, tablet, or mobile device using Chrome browser - Licensing for business, alcohol, liquor, etc. - Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Reminder letter generation -Online Renewal Capabilities	\$2,000.00	Annual
Permit Management - Plan Review - Available on any computer, tablet, or mobile device using Chrome browser - OpenStreetMap - Manage appeals, variances, plat applications, conditional use permits, etc. - Fee payments - Track your contractors and their licensing - Quarterly parcel upload - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters / forms. - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Must have premium data to use	\$2,000.00	Annual
Premium Data (Custom) - Base of 25MB upload size and a custom total of data storage detailed below under note IV.	\$500.00	Annual
Large File Upload - Custom - Increases upload size capabilities to the amount listed under item	\$1,725.00	Annual

IV below.		
Business License Management -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -License for Businesses -Renewal and invoicing capabilities for one owner to one property -Unlimited letters utilizing iWorQs template library, and up to 3 custom letters -Reminder letter generation	\$2,000.00	Annual
Citizen Engagement Package includes: *Citizen Engagement - Drive citizen satisfaction, streamline communication and reduce overhead costs. - Allow citizens & employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal. - Includes premium data package (25MB file upload size and 100GB total storage).	\$1,000.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$13,725.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
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NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. This agreement includes a total file upload size of 250MB and a total of 200GB of storage.
- V. This agreement combines existing services totaling \$12,000 with proposed added services (250MB upload) totaling \$1,725 for a combined annual total of \$13,725. Added services may be prorated.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered:	First reading of Ordinance 2023-14
Date:	December 12, 2023
Prepared By:	Julie Anderson, Building Division Manager
Through:	Wayne Saunders, City Manager
Summary of Issue:	The current ordinance 2021-15: Floodplain Management Regulations, was approved with an effective date of July 1, 2021. The changes made at that time were required and the minimum necessary to remain in the National Flood Insurance Program (NFIP). Since that time, City staff and the State Floodplain Office have discovered additional clarifications that should be made, as well as important changes that will provide greater resiliency for the citizens of St Pete Beach. Some of the proposed changes were significant enough that we decided to hold a workshop on October 10, 2023, where we presented the proposed changes and heard your discussions and concerns. Ordinance 2023-14 amends the City's Code of Ordinances to align with the recommendations made by the State NFIP Office and takes into account the feedback provided at the workshop.
Funding:	NA
Requested Motion:	"I move to approve the first reading of Ordinance 2023-14."
Attachments:	1. Copy of Draft Ordinance (with amended sections highlighted)

Summary of post-workshop changes made by State Floodplain Office

After the workshop on October 10th, we sent our proposed changes to the State Floodplain Office to get approval of our ordinance amendments. This always results in some discussion and editing to fine tune our changes to meet the State's requirements. We worked with a very experienced ordinance consultant by the name of Rebecca Quinn. Below is a summary of the changes made to Article II Technical Codes and Article V Flood Hazard Mitigation Regulations.

Article II:

1. There were two terms that were changed throughout our ordinance:
 - a. Sec. 98-30 Section 105.6 (1.1) Lowest floor is substituted for the old term "lowest living level," since it is defined in Sec. 98-128.4.
 - b. Required elevation replaces "base flood and design flood elevation."
2. Elevation requirements in Section R322.2.1 (AE Zone) and R322.3.2 (Coastal A and VE) and Sec 1612.4 were rewritten to clarify the higher of the two elevations, the FIRM or the PC Vulnerability maps, plus 2 feet.
3. Section R322.2.3, Foundation design and construction had a minor wording change. She removed "walls" from the first part.
4. In Sec. 98-35 and 98-36, we have removed the lengthy definition of Substantial Improvement from the technical amendments to FBC building and existing building, and instead included language that refers to the definition provided in Definitions Sec. 98-128.4. **We will discuss one significant change to SI when we get to the definitions section.
 - a. Section 1612.4 was modified to reflect our new minimum elevation requirement.

Article V:

5. Verbiage was added to 98-121.3 Basis for establishing flood hazard areas. This section clarifies that the FIRM dated 8/24/21 is the minimum standard but that locally determined data is also considered, i.e. the Pinellas County Vulnerability Study (and any other data available). Our code language mirrors the county's ordinance.
6. Verbiage was added to 98-122.1 Designation, which states, "The building official is designated as the floodplain administrator for the purposes of this section until such time that the city determines that the floodplain administrator should be a separate position." The remaining proposed language remained relatively unchanged.
7. Minor changes were made in Sec. 98-122.4, Substantial improvement and substantial damage determinations. The first section with parentheses 1-4 is unchanged. The next paragraph clarifies that the cumulative period is for a 1-year period (striking 5-years) starting with the first permit after 7/1/21. In the last section under (3), Rebecca updated the two methods that the floodplain administrator may use to determine project costs so that it mirrors the model code language.
8. Changes to Sec. 98-128.4 Definitions
 - a. Minor edits were made to the definition of Compensatory Storage.
 - b. The previous numbering under the definition of Letter of Map Amendment (LOMA), which was inadvertently removed by Municode was restored.
 - c. We removed the definitions for Repetitive Loss and Severe Repetitive Loss, because we discovered that we would be required to enforce those provisions, which would be detrimental to the affected citizens.
 - d. The biggest change was made to the definition of Substantial Damage, which was changed to a 1-year period (striking 5-years) AND...

- e. the definition of Substantial Improvement changed to 1-year. Recognizing that there were some concerns with amending the 5-year cumulative substantial improvement (CSI), we discussed our options with the State and determined that the best course of action would be to revert to a 1-year cumulative SI. There are some additional reasons for this:
 - i. Over the last 2+ years, it has been very challenging to manage this aspect of our ordinance from a time and efficiency perspective. Without written procedures and a proper system to track and automate this part, human error is inevitable.
 - ii. Maintaining the 5-year CSI will result in requiring several structures to be raised, but changing back to 1-year CSI will resolve some of those issues.
 - iii. The CRS points allotted for a 5-year CSI are not significant to warrant amending it to be compliant with their requirements (20 pts max if additional conditions met).
 - iv. Not many jurisdictions in Pinellas County have a 5-year or higher CSI. Most have 1-year or no cumulative SI whatsoever.

Summary of proposed changes:

- (i) To amend the 5-year CSI to 1-year
 - (ii) To amend the SI threshold from 50% to 49% to get credit for the higher standard
 - (iii) To remove the exceptions under (3) since the term is shortened to 1-year
 - (iv) To make the changes to this provision retroactive to 7/1/21.
9. Very minor changes in Sec. 98-131.1.1, Use of fill in flood hazard areas. Again, unnecessary wording was removed and re-written to be more concise.

Ordinance 2023-14

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II – TECHNICAL CODES, SECTION 98-30 – MODIFICATIONS TO THE ADMINISTRATIVE AND ENFORCEMENT PROVISIONS OF THE BUILDING CODE; SECTION 98-33 FLORIDA BUILDING CODE, RESIDENTIAL; AMENDMENTS; SECTION 98-35 FLORIDA BUILDING CODE, BUILDING; TECHNICAL AMENDMENT; SECTION 98-36 FLORIDA BUILDING CODE, EXISTING BUILDING; TECHNICAL AMENDMENT; ARTICLE V – FLOOD HAZARD MITIGATION REGULATIONS, DIVISION 2 – APPLICABILITY, SECTION 98-121.3 – BASIS FOR ESTABLISHING FLOOD HAZARD AREAS; DIVISION 3 – ADMINISTRATION, SECTION 98-122.1 – DESIGNATION; SECTION 98-122.4 – SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS; DIVISION 9 – DEFINITIONS, SECTION 98-128.4 - DEFINITIONS; DIVISION 12 – SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS, SECTION 98-131.1.1 – USE OF STRUCTURAL AND NONSTRUCTURAL FILL IN FLOOD HAZARD AREAS (ZONES AE); PROVIDING FOR FISCAL IMPACT STATEMENT; CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

WHEREAS, the City of St. Pete Beach participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements.

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the Florida Building Code that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives.

WHEREAS, the City of St. Pete Beach is amending previously adopted technical amendments related to accumulating costs of improvements for buildings and structures in flood hazard areas for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code.

WHEREAS, the City of St. Pete Beach is adopting a requirement to increase the minimum elevation requirements for buildings and structures in flood hazard areas for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code.

WHEREAS, the City of St. Pete Beach has determined that it is in the public interest to adopt the proposed local technical amendments to the Florida Building Code, and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, and are in compliance with section 553.73(4), Florida Statutes.

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

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

SECTION 2. Chapter 98 of the Code of Ordinances is hereby amended as illustrated in "Exhibit A," which is attached and made a part of this Ordinance.

SECTION 3. Fiscal Impact Statement. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 4. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 5. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 6. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

SECTION 8. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 9. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 10. Effective Date. This ordinance shall take effect immediately upon adoption.

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

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

Adrian Petrila, Mayor

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

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

Chapter 98, Buildings and Building Regulations, Article II shall be amended as follows :

Sec. 98-30. - Modifications to the administrative and enforcement provisions of the building code.

The administrative and enforcement provisions of the building codes as adopted in Section 98-26 are modified as follows:

Section 105.6 (1.1) is hereby added to read as follows:

(1.1)*Foundation (Tie-In) Survey:* A foundation survey prepared and certified by a registered land surveyor shall be required for all new construction and substantial improvements prior to the first framing inspection. This survey shall certify the placement of the building on the site, illustrate all surrounding setback dimensions and shall indicate the relationship of the lowest ~~living~~ floor, and the bottom of the lowest horizontal structural member supporting the lowest ~~living~~ floor, to or above the required elevation the required base flood level. This survey shall be submitted to the building department and shall be available at the job site for review by the building inspector.

Sec. 98-33. - Florida Building Code, residential; amendments.

[The residential code, as adopted in section 98-26 is modified or amended as follows:]

Section R322.2.1 Elevation requirements. In addition to the requirements of Section R322.2.1, buildings and structures in flood hazard areas shall have the lowest floor at or above the higher of:

1. The base flood elevation plus two (2) feet, or
2. The flood elevation determined in the Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment adopted in Section 98-121.3, plus two (2) feet.

R322.2.2 Enclosed area below required design flood elevation. Enclosed areas, including crawl spaces, that are below the required design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Areas for access to elevated areas of the building shall be not more than 299 square feet in area. ~~The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations.~~

Section R322.2.3 Foundation Design and construction. Foundations for buildings and structures in flood hazard areas shall be pilings or columns and shall be designed to resist flood loads. The designs shall be prepared and sealed by a registered design professional.

Section R322.3.2 Elevation requirements. In addition to the requirements of Section R322.3.2, buildings and structures in flood hazard areas shall have the bottom of the lowest horizontal structural member of the lowest floor at or above the higher of:

1. The base flood elevation plus two (2) feet, or
2. The flood elevation determined in the Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment adopted in Section 98-121.3, plus two (2) feet.

Section R322.3.5 Walls below ~~required~~ design flood elevation. Walls are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:

1. Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and
2. Are constructed with insect screening or open lattice; or
3. Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than 10 (470 Pa) and no more than 20 pounds per square foot (958 Pa); or
4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:
 - 4.1. The walls below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.
 - 4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.
5. Walls intended to break away under flood loads as specified in item 3 or 4 have flood openings that meet the criteria in Section R322.2.2, Item 2.

Section R322.3.6 Enclosed areas below the ~~required~~ design flood elevation. Enclosed areas below the ~~required~~ design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators. Areas for access to elevated areas of the building shall be not more than 299 square feet in area. Storage shall be limited to items which otherwise would be stored outside a building or items normally used outside (e.g., grill, lawn mower, folding chairs, etc.). Access to enclosed areas shall be the minimum necessary to

allow for permitted uses and limited to garage door and standard single exterior doors and one double entry door; sliding doors are permitted. All utilities such as electrical, heating, plumbing, and air conditioning equipment and other services facilities (including ductwork) must be elevated or floodproofed to the required elevation.

Sec. 98-35. - Florida Building Code, building; technical amendment.

[The building code, as adopted in section 98-26 is modified or amended as follows:]

Modify Sec. 202 as follows:

Cumulative substantial improvement. In the Florida Building Code, Building, the definition for the term “Substantial Improvement” shall be as provided in section 98-128.4.

~~SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to July 1, 2021. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~(1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.~~
- ~~(2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~
- ~~(3) Solely for the purpose of accumulating costs, the following costs may be excluded provided the total cost of a project, including these costs and all other costs of all improvements and repairs undertaken at the same time, do not exceed 50 percent of the market value of the building or structure. Costs associated with horizontal additions and vertical additional shall not be excluded.~~
 - ~~(a) Costs of additional, code-compliant building elements or alterations or replacements of materials or building elements whose express purpose is the mitigation of future wind or flood damage. Examples of code-compliant wind and flood mitigation measures include, but are not limited to, the installation or replacement of storm shutters; replacement of windows and doors with impact resistant glass; strengthening of roof attachments or exterior walls; replacing existing materials with wind and flood damage resistant materials; elevating machinery and equipment; and installation of flood openings.~~
 - ~~(b) Costs of additional, code-compliant energy efficiency retrofits whose express purpose is the improvement of energy efficiency of the building, provided the costs of such measure. Examples of code-compliant energy efficiency retrofits include but are not limited to application of insulation; replacement of~~

~~windows and doors with insulated products; installation of geo-thermal climate control systems; installation of attic ventilation equipment; and the installation of solar energy systems.~~

- ~~(c) Costs for replacing existing mechanical equipment, water heaters, built-in appliances, or electrical panel.~~

Modify Sec. 1612.4 as follows:

Minimum elevations. All buildings and structures in flood hazard areas shall have the lowest floor, dry floodproofing measures, or the bottom of the lowest horizontal structural member of the lowest floor, as applicable to occupancy and flood zone, at or above the higher of:

1. The base flood elevation plus two (2) feet, or
2. The flood elevation determined in the Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment adopted in Section 98-121.3, plus two (2) feet.

Sec. 98-36. - Florida Building Code, existing building; technical amendment.

[The building code, as adopted in section 98-26 is modified or amended as follows:]

Modify Sec. 202 as follows:

Cumulative substantial improvement. In the Florida Building Code, Building, the definition for the term “Substantial Improvement” shall be as provided in section 98-128.4.

~~SUBSTANTIAL IMPROVEMENT. For the purpose of determining compliance with the flood provisions of this code, any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to July 1, 2021. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~(1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.~~
- ~~(2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~
- ~~(3) Solely for the purpose of accumulating costs, the following costs may be excluded provided the total cost of a project, including these costs and all other costs of all improvements and repairs undertaken at the same time, do not exceed 50 percent of the market value of the building or structure. Costs associated with horizontal additions and vertical additional shall not be excluded.~~
 - ~~(a) Costs of additional, code-compliant building elements or alterations or replacements of materials or building elements whose express purpose is the~~

~~mitigation of future wind or flood damage. Examples of code-compliant wind and flood mitigation measures include, but are not limited to, the installation or replacement of storm shutters; replacement of windows and doors with impact resistant glass; strengthening of roof attachments or exterior walls; replacing existing materials with wind and flood damage resistant materials; elevating machinery and equipment; and installation of flood openings.~~

- ~~(b) Costs of additional, code-compliant energy efficiency retrofits whose express purpose is the improvement of energy efficiency of the building, provided the costs of such measure. Examples of code-compliant energy efficiency retrofits include but are not limited to application of insulation; replacement of windows and doors with insulated products; installation of geo-thermal climate control systems; installation of attic ventilation equipment; and the installation of solar energy systems.~~
- ~~(c) Costs for replacing existing mechanical equipment, water heaters, built-in appliances, or electrical panel.~~

Chapter 98, Buildings and Building Regulations, Article V, Division 2 shall be amended as follows:

Sec. 98-121.3. - Basis for establishing flood hazard areas.

The flood insurance study for Pinellas County, Florida and incorporated areas dated August 24, 2021, and all subsequent amendments and revisions, and the accompanying FIRMs, and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this section and shall serve as the minimum basis for establishing flood hazard areas. When locally determined data is available, the city will refer to the best available data for establishing the flood hazard: however, the FEMA data shall serve as the minimum basis for establishing the flood hazard. Locally determined data shall include but not be limited to the Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment (2021), and any subsequent amendments thereto. Where data conflicts, the flood hazard will be determined by the floodplain administrator. These sources are adopted by reference and made a part of this section. Studies and maps that establish flood hazard areas are on file at the community development department, building division, 155 Corey Ave, St. Pete Beach, Florida 33706.

Chapter 98, Buildings and Building Regulations, Article V, Division 3 shall be amended as follows:

Sec. 98-122.1. - Designation.

The building official is designated as the floodplain administrator for the purposes of this section until such time that the city determines that the floodplain administrator should be a separate position. The floodplain administrator may delegate the performance of certain duties to other employees. The floodplain administrator shall obtain the Certified Floodplain Manager (CFM) designation from the Association of State Floodplain Managers. All personnel performing inspections shall meet the qualifications for ICC Coastal Inspector Certification, CFM, or be approved by the building official.

Sec. 98-122.4. - Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator shall:

- (1) Require the applicant to obtain an appraisal of the current market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this section is required.

For the purpose of making this determination, the cost to perform the improvements and the cost to perform the repairs shall be cumulative over a one ~~five~~-year period from the issuance date of the first permit after July 1, 2021. Costs of improvements and costs of repairs shall include all costs attributed to a project and shall be determined:

- (1) By submission of a detailed cost estimate by a licensed contractor, provided such estimate includes all work required to complete the work described in the permit application;

- (2) By submission of a summation of the prevailing market cost for all materials and labor including all expenses normally charged or incurred if the work were performed by a contractor (e.g., construction supervision and management, insurance, overhead and profit, demolition, etc.); or
- (3) By the floodplain administrator if the applicant's submission and supporting data do not, in the opinion of the floodplain administrator, reasonably reflect the actual project cost; alternatively, the floodplain administrator may require submission of another estimate. If the applicant's cost estimate is determined unacceptable by the floodplain administrator, the floodplain administrator may use (a) a cost estimate produced by the FEMA Substantial Damage Estimator, using current prices the most recent (at the start of construction) square foot valuation data for this area published by the International Code Council; or (b) an estimated cost breakdown using current prices provided by Marshall and Swift; or (c) the replacement cost less the depreciation costs (at the start of construction) identified in a certified appraisal less than 12 months old.

Chapter 98, Buildings and Building Regulations, Article V, Division 9 shall be amended as follows:

Sec. 98-128.4. - Definitions.

[The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V zones" and are designated on Flood Insurance Rate Maps (FIRM) as zone V1-V30, VE, or V.

Compensatory Storage is a volume of space that offsets or compensates for any fill placed in the floodplain. If one cubic foot of fill is placed in the floodplain, then one cubic foot of fill shall be removed to offset the compensatory storage effects of the fill.

Declaration of land restriction (non-conversion agreement) means a form provided by the floodplain administrator to be signed by the owner and recorded on the property deed in official records of the clerk of courts, for the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures below elevated buildings.

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective FIRM or FIS. Letters of Map Change include:

(1) *Letter of Map Amendment (LOMA)* means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective FIRM and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of Map Revision (LOMR)* means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of Map Revision Based on Fill (LOMR-F)* means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with this section.

(4) *Conditional Letter of Map Revision (CLOMR)* means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum National Flood Insurance Program requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective FIRM or FIS; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would be equal to or exceed ~~50~~ 49 percent of the market value of the building or structure before the damage occurred.

Substantial improvement means any combination of repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure taking place during a one ~~five~~-year period, the cumulative cost of which equals or exceeds ~~50~~ 49 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins ~~when the first improvement or repair of each building or structure is permitted subsequent to~~ on the issuance date of the first permit on or after July 1, 2021. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include:

- (1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

~~(3) Solely for the purpose of accumulating costs, the following costs may be excluded provided the total cost of a project, including these costs and all other costs of all improvements and repairs undertaken at the same time, do not exceed 50 percent of the market value of the building or structure. Costs associated with horizontal additions and vertical additional shall not be excluded.~~

~~a. Costs of additional, code-compliant building elements or alterations or replacements of materials or building elements whose express purpose is the mitigation of future wind or flood damage. Examples of code-compliant wind and flood mitigation measures include, but are not limited to, the installation or replacement of storm shutters; replacement of windows and doors with impact resistant glass; strengthening of roof attachments or exterior walls; replacing existing materials with wind and flood damage-resistant materials; elevating machinery and equipment; and installation of flood openings.~~

~~b. Costs of additional, code-compliant energy efficiency retrofits whose express purpose is the improvement of energy efficiency of the building, provided the costs of such measure. Examples of code-compliant energy efficiency retrofits include but are not limited to application of insulation; replacement of windows and doors with insulated products; installation of geo-thermal climate control systems; installation of attic ventilation equipment; and the installation of solar energy systems.~~

~~c. Costs for replacing existing mechanical equipment, water heaters, built-in appliances, or electrical panel.~~

Chapter 98, Buildings and Building Regulations, Article V, Division 12 shall be amended as follows:

Sec. 98-131.1.1. - Use of ~~structural and nonstructural~~ fill in flood hazard areas (~~zones AE~~).

In flood hazard areas ~~other than coastal high hazard areas (zone V)~~, the use of fill is prohibited except for stem wall construction when approved by the building official or floodplain administrator. Minor amounts of fill shall be allowed to provide adequate lot grading for drainage, and Minor amounts of fill shall be allowed for landscaping, sidewalks and driveways, provided:

~~(1) Provide adequate lot grading for drainage;~~

~~(1) (2) The use of fill will not create any additional storm water runoff onto abutting property properties or cause compensatory storage effects;~~

~~(2) (3) Proper swales are provided along all abutting properties or, in the absence of proper swales, a concrete wall at least eight inches high is provided; and~~

- ~~(4) The fill is used for landscaping, sidewalks and driveways;~~
- ~~(5) In the absence of proper swales a concrete wall at least eight inches high is provided;~~
~~and~~
- (3) (6) If all roofs adjacent to Roof eaves within five feet of abutting properties shall have gutters with all roof surface water directed away from abutting properties.

Exception:

~~The use of structural fill is permitted in the following districts:~~

~~CC-1 Commercial District, CC-2 Commercial District, TC-1 Town Center Core District, TC-2 Town Center Corey Circle and Coquina West Districts, Traditional Hotel District THD, CC1 Commercial Corridor Blind Pass Road District, CC2 Commercial Corridor Gulf Blvd. District, (LR) Large Resort, AC Activity Center District, PAG Pass-A-Grille Overlay District and B/HC Boutique Hotel/Condo District.~~

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to [approve with conditions/approve/deny]
Resolution 2023-24.

Motion to [deny/approve with conditions/approve]
Variance #23068.

Strategic Objective: N/A

Date: December 12, 2023

Prepared By: Brandon Berry, Planner II

Through: Wayne Saunders, Interim City Manager

Summary of Issue: Applicant is requesting conditional use permit approval for the permanent establishment of a semi-permeable commercial parking lot, along with variances to the requirement to widen the sidewalk and install pedestrian amenities along Gulf Boulevard in tandem with the use.

Staff is recommending approval of the conditional use permit with conditions, and denial of the requested variances.

Funding:

- Attachments:**
1. Cases #23069 & 23068 - Staff Report
 2. Resolution 2023-24
 3. Case #23069 - Application, Site Plan, Supporting Documents
 4. Case #23069 - Property Survey
 5. Cases #23069 & 23068 - TRC Response
 6. Case #23068 - Variance Application (Amended)
 7. Case #23068 - Supplement to Variance Application
 8. Case #23069 - Photos from Applicant
 9. Case #23069 - Letters



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

CASE NO.: 23069 **HEARING DATE:** December 12, 2023

OWNER/APPLICANTS: Timothy P. Driscoll, Esq. for HATTAK LLC

PREPARED BY: Brandon Berry, Planner

This application is a request for a Conditional Use Permit:

REQUEST:	Applicant requests a conditional use permit to permit the permanent establishment of a semi-pervious commercial parking lot (LDC Sec. 35.3.(b)(3)). Applicant also requests variances from LDC Sec. 39.10 to allow for the lot to be utilized without requiring frontage sidewalk improvements and pedestrian amenities.
LOCATION:	5090 Gulf Blvd (Parcel #06-32-16-08118-000-0470)
ACREAGE:	Approximately 0.38 acres (16,400 sq. ft.)
EXISTING LAND USE	LR – Large Resort on the Zoning and Future Land Use Maps
SURROUNDING FUTURE LAND DESIGNATIONS:	North – LR – Large Resort South – LR – Large Resort East – AC – Activity Center West – LR – Large Resort
SURROUNDING ZONING MAP DESIGNATIONS:	North – LR – Large Resort South – LR – Large Resort East – AC – Activity Center West – LR – Large Resort
SURROUNDING EXISTING USES:	North – Restaurant South – Shopping center East – Gulf Boulevard, Overflow hotel parking lot, and Restaurant West – Duplex Residence

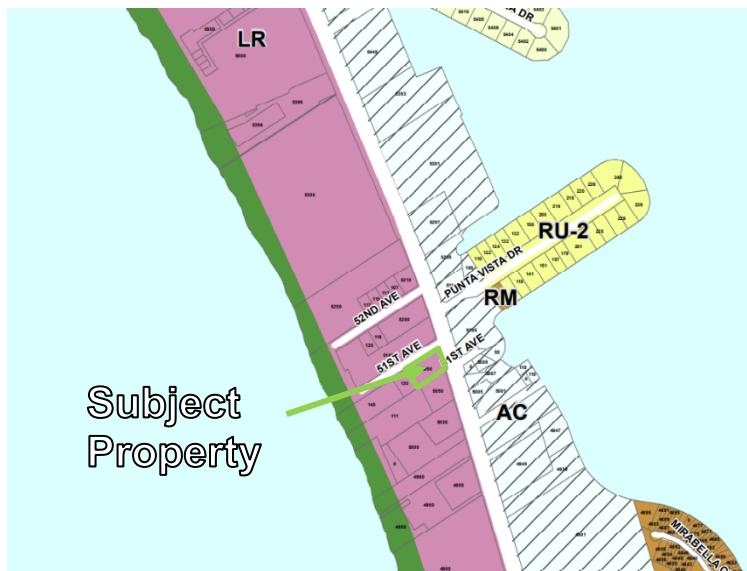
BACKGROUND

The applicant is requesting approval to permanently utilize the lot as a commercial semi-permeable parking lot, which the lot has sporadically operated as for a period of three years (Resolution 2018-16) and across four, four-month temporary use permits (TUP #2015-0054, 2017-0008, 22016 & 23061) since 2015. There is no overall limitation on the number of temporary use permits a property can be provided, although they are limited to one four-month period every calendar year.

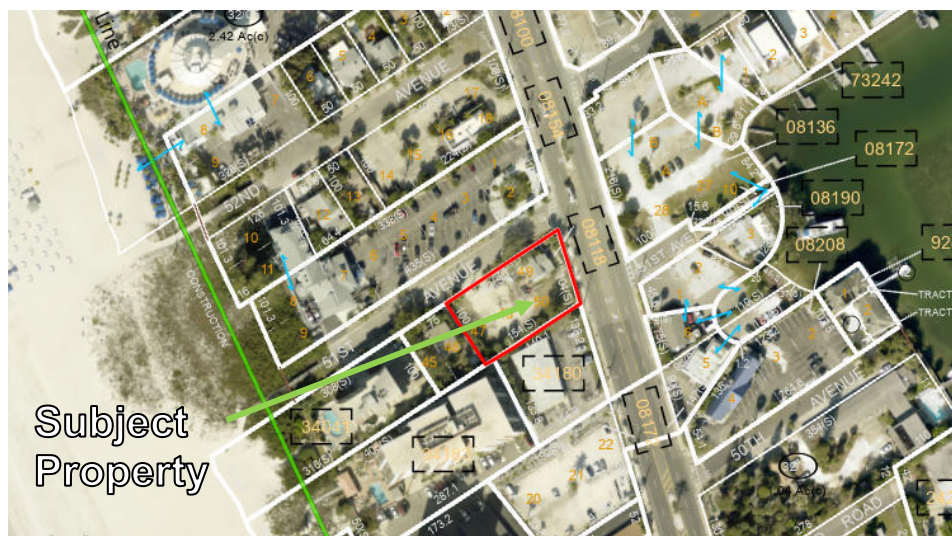
CODE ENFORCEMENT DATA

The property has been subject of three code enforcement complaints since 2015, all of which occurred in the 18 months preceding this report. The first case (#20220546) in August 2022 involved operation of the commercial lot after the expiration of TUP #22016, which the applicant resolved by ceasing activity. This was the subject of the second case (#20230434) in July 2023 as well, which the applicant resolved by applying for and obtaining the most recent four month extension for the commercial lot. The final case (#20230618) pertained to substandard property maintenance from a reported broken window at a rental unit, which was closed without action due to no violation being noted by the enforcement officer.

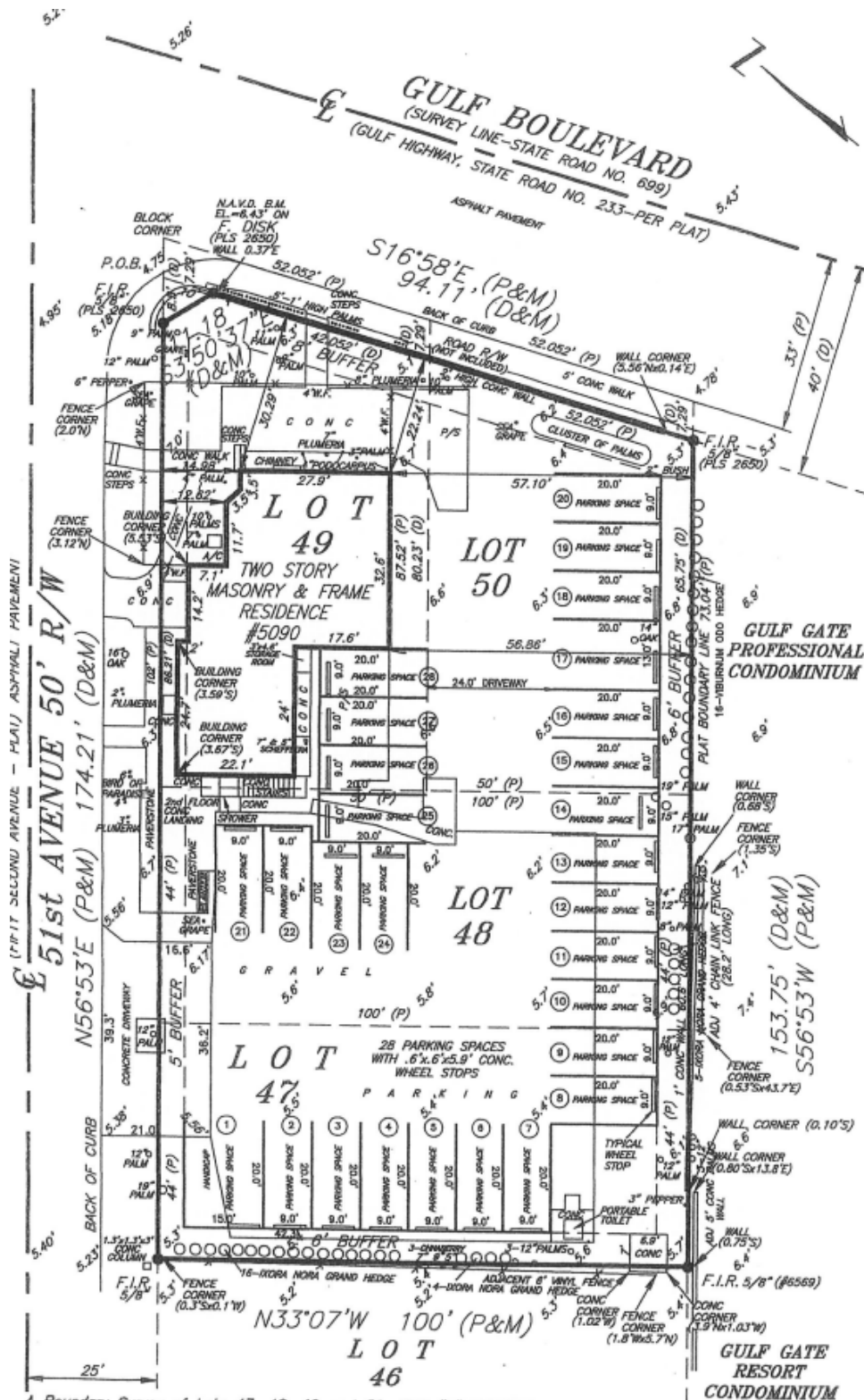
ZONING MAP



AERIAL MAP



SITE REQUEST



A Boundary Survey of Lots 47, 48, 49 and 50, UNIT "B" BENNETT BEACH, according to the plat thereof, recorded in Plat Book 16, Page 111, of the Public Records of Pinellas County, Florida, Less Road Right of Way, with spot elevations. Containing 16,781.8 square feet, more or less.

ANALYSIS

The property on which the parking lot is proposed to operate currently contains a three-unit residential dwelling, which was constructed in 1940 according to Pinellas County Property Appraiser records. The applicant is proposing to continue to utilize the lot under the same approval that was granted in the 2018 conditional use permit, with the lot containing a gravel and shell surface and 28 defined parking spaces. A portable toilet in an enclosed area at the southwestern corner of the lot has been approved as a component of the temporary use permit, but has been placed and maintained as a staff recommendation rather than a requirement of the Land Development Code. In conjunction with this request, the City Commission is empowered to allow the applicant to permanently operate the portable toilet if desired. Staff had previously requested a permanent restroom to be constructed upon expiration of the city's sewer moratorium, but the previous CUP approval expired shortly after the moratorium lifting and the work was never completed.

The Large Resort District in which this property is located does not permit commercial parking lots as a secondary use, only commercial parking structures. Staff has previously carried this use forward and the City Commission has previously approved the use as a primarily commercial parking lot, pursuant to LDC Sec. 35.3.(b)(3)). However, this is at odds with the primary multi-family residence on the property, which itself is also not developable as a secondary use. In reconciling this with the applicant, it has been decided that this use, if approved under this scope, would be considered the primary use of the property. The multi-family residential development, while an allowable use within the zoning district and a conforming density for the subject property, would be considered the non-primary use and would not be eligible for additions, expansions, or redevelopment unless and until the commercial parking lot use is abandoned. This was discussed at the case's September 2023 Technical Review Committee meeting, and is understood by the applicant.

As the lot has been previously utilized as a commercial parking lot, the use is generally compliant with the buffer requirements under the Land Development Code in terms of width and plantings. However, along the western buffer in particular, there is an opportunity to provide more robust tree plantings, and in the southern buffer there is a remaining invasive Brazilian pepper tree that staff would like to see removed if the use is approved. The applicant has expressed a willingness on behalf of the owner to work with staff in improving the plantings along the perimeter buffers, and thus a variance to that standard was not included in this request.

Technical Review Committee

This case was reviewed at the September 13th Technical Review Committee meeting, where staff requested applicant response on questions and comments pertaining to landscaping, expected site improvements, liability insurance, lighting, operating hours, and carryover of conditions from the 2018 approval.

Conditional Use Permit Review

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

Policy 1.2.4

Regulate, maintain and reduce net impervious surfaces, with an emphasis on reducing large expanses of paved parking surfaces, wherever possible, to reduce urban heat and pollution and improve drainage.

Policy 2.8.6

The City shall employ stormwater best management practices, such as the use of the use of vegetated swales, rain barrels, rain gardens, pervious parking areas, underground ex-filtration or sand filtration and catchments' systems where the lack of space prohibits the use of retention or detention ponds.

Special Designation – Community Redevelopment District (CRD) – C. Gulf Boulevard Redevelopment District – Goals, Objectives and Policies for the Gulf Boulevard Redevelopment District

GOAL 2:

Create a quality livable community where people and vehicles can circulate in the Gulf Boulevard Redevelopment District area safely, comfortably and efficiently.

Objective 2.4

A variety of parking solutions for motorized and non-motorized vehicles shall be pursued to support redevelopment, while maintaining ease of access and adequate parking throughout the Gulf Boulevard Redevelopment District.

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

FUTURE LAND USE ELEMENT:

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.

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:

- 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. This property has been used intermittently for parking for the past eight years, and the majority of the lot now used for parking has been maintained in a semi-permeable state over that time period. The applicant is not proposing any permanent structures to continue the use of the lot. However, staff is proposing the reiteration of a condition included under the 2018 three-year approval for this use to require that the applicant construct a permanent restroom if this use is to be operated indefinitely.***

Staff finds the landscaping buffer along the perimeter to be adequate in size, but that additional groundcover and low-growing hedges should be installed along the frontage to further screen vehicles, and that there is an invasive Brazilian Pepper tree within the southern landscaping buffer that should be removed due to their local recognition as nuisance exotics. This would leave an area along the western buffer where additional Florida-friendly trees could be planted.

Staff recognizes that the owner has been willing to install landscaping, and has proposed additional landscaping in buffer areas prior to the public hearing for this use.

- Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources; *There are no known historic, scenic, archaeological or cultural resources on the***

property, nor is the applicant proposing to excavate any portion of the site in its development. If artifacts are found, the applicant shall contact staff for further direction.

- 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 has requested additional frontage screening, particularly to the immediate south of a fenceline separating the lot from the home's front yard, to mask the use of the lot from Gulf Boulevard. Although there is no style or scale to the request, staff finds the use to be of a nature and size that could be incompatible with the residential use that permanently occupies the lot. There are no direct setbacks included in the land development code for unpaved parking areas except for the required side and front buffers, but staff finds it logical to provide some distance between the commercial operations and residential portions of this lot if it is to be permanently approved for this use.*
- 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.** *This lot has operated for four of the prior eight years and staff has not received any noise complaints regarding the property. The owner recently re-shelled the parking lot, which assists to reduce dust pickup from exposed dirt surfaces. The parking area is generally well shielded from the south and west properties, where parking is oriented, although it should be noted that a fence that fully screens the lot from the west appears to be under ownership of the neighbor rather than the subject property owner. Additionally, the applicant confirmed at TRC that there is no additional structural lighting proposed. As previously noted, staff would like to see additional landscaping infill within the perimeter buffers to shield headlights should adjacent property owners remove the screening their properties now provide. The owner has been willing to install Florida-friendly hedges within the western buffer to provide that screening.*

Staff has consistently recommended that operating hours for this lot be limited to sunrise to sunset, which is recommended as a condition of approval for this request as well. Vehicular traffic generation is anticipated to be under the 51-trip peak hour threshold the city sets for consideration of a traffic study, and is not anticipated to increase impact on Gulf Boulevard above the approval for the lot in the past. There is no anticipated increase in truck or delivery truck traffic due to the nature of the use, which reduces the risk of impact from fumes and smoke. Staff finds the lot to be reasonably well maintained and recommends as a condition of approval that the owner be responsible for maintaining and emptying trash cans while the use is active.

Staff's most significant concern is with potential safety and privacy issues. The use is commercial in nature and will share a lot with a private residential dwelling. Although staff has not issued any formal code enforcement action against the property related to the use itself during the course of operation, except for the owners operating the use without a current permit as previously mentioned, the layout of the lot precludes any significant ability to buffer the parking use from the residence if issues later arise. Staff would like to see the use confined to the spaces along the exterior of the lot, and for the lot to be secured and cleared of parked vehicles at sunset.

- (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. The applicant maintains an entry and exit apron along the northern side of the property, and there is no direct Gulf Boulevard access. The use is considered minor in impact compared with other uses in the vicinity, and is not anticipated to reach a peak hour threshold where the city would typically request a traffic study.*
- (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 anticipated need for truck loading spaces.*
- (5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;** *Staff proposes conditions related to additional buffering, hours of operation, commercial lot location, requirements for an on-duty attendant, and specific triggers for the use being considered voided based on future code violations, as listed at the end of this report.*
- (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 significant improvements necessary to operate this lot based on minimum code criteria. The applicant will need to place and maintain parking bumpers and install additional landscaping along the perimeter to provide adequate on-premise conditions. However, the applicant is responsible for significant frontage improvements if the lot is not approved for the requested variances, which could pose a significant expense. Additionally, staff is recommending a permanent toilet be installed due to the nature and intended destination of this use being the beach, which does not contain publicly- or privately-accessible toilet facilities.*

- (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 applicant is responsible for pedestrian amenity improvements along the frontage, unless variances are granted, and will need to comply with the city's noise and lighting ordinances.*

Conditional use applications within the community redevelopment district shall 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 telecommunications services;** *No additional utility service is expected to be required to maintain this use. The lot is to remain in a semi-permeable state.*
- (2) **Transportation infrastructure, including ingress and egress from public rights-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;** *The lot meets city requirements related to required width of drive lanes and dimensions of parking spaces. The applicant is not proposing any additional connections with Gulf Boulevard or 51st Ave, and there is no anticipated need for truck unloading areas. Unless the applicant obtains the requested variance, they shall be required to widen the existing sidewalk up to 10'-wide along Gulf Boulevard.*
- (3) **Hydrological features and storm water management infrastructure;** *The surface of the lot is semi-permeable shell, which the comprehensive plan generally supports for uses such as this to reduce heat and runoff from paved impermeable surfaces. The city's engineer did not have any stormwater concerns pertaining to this use at TRC, but did ask the applicant to provide drainage calculations if the surface is changed.*
- (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;** *No permanent structures are requested in tandem with this use. Prior temporary approvals have permitted portable signs along the 51st Ave frontage, which staff finds to be reasonable. The applicant shall be required to remove signage while the lot is not in operation, and use signage to communicate if the lot is open or closed.*
- (5) **Site landscaping, open space provision and impervious surface limitations;** *Staff has identified areas of the buffer, particularly along the western side, of the lot facing the duplex and along a portion of the frontage between the residence and a large palm cluster, where the site could use improved landscaping. Staff would also like to see an invasive Brazilian Pepper tree removed and replaced with a canopy tree that will reach equal screening quality.*
- (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; *Staff is recommending hours of operation be limited to between sunrise and sunset. Other than maintenance of the portable toilet, which staff is requesting be made permanent, and attendant availability on the lot, there are no direct operational requirements. The applicant shall be required to maintain the driving surface, as is required for all uses utilizing semi-permeable drive surface material.*

- (7) **Fire suppression and facility security;** *No additional structures are proposed, and the fire official had no comments at TRC for this request.*
- (8) **Emergency management and hurricane evacuation provisions; and** *This request does not abrogate any evacuation requirements of the residential development. Staff is recommending the applicant be required to remove the portable toilet upon issuance of a hurricane watch.*

(b) Any of the foregoing elements may be omitted from the conditional use application upon agreement of the city commission.

(c) Content additional to the foregoing may be included in the application, so long as such content is consistent with the applicable requirements of this Code.

Variance Request Review

The applicant is requesting the following variances:

Land Development Code Sec. 39.10.(a)&(b): The applicant is responsible for removing and replacing the sidewalk along the Gulf Boulevard frontage with one ten feet in width, unless reduced by the TRC to no less than six feet. Additionally, within the landscaping area adjacent to the sidewalk, the applicant must install at least one pedestrian amenity such as a trash can, public art, or similar, and pedestrian-scale lighting fixtures every 30 feet (three minimum).

The applicant had previously requested a variance under the provisions of LDC Sec. 39.10.(b) to allow for a reduction in the landscaping frontage requirements. However, upon discussing the request with the applicant, the request has been removed from the scope and the applicant will work with staff on compliance.

a. Unnecessary and undue hardship variance. Standards of review for an unnecessary and undue hardship variance. The appropriate board of authority shall approve an unnecessary and undue hardship variance only if the variance applicant demonstrates by substantial competent evidence that all of the following are met and satisfied:

- (1) **Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;** *The lot is currently developed, and the applicant is not proposing to change use of the land or further physically develop the lot in order to accommodate the use's continuation. While there is an in-ground utility box and fire hydrant along the frontage which might need to be relocated or undergrounded in order for this use to be approved, staff does not find that peculiar to the subject land, as it is a common issue faced by other properties in the vicinity. Staff does, however, generally find it reasonable that the applicant should only be responsible for the pull box and stair encroachment relocation that run at the middle of the required sidewalk area.*

- (2) **The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;** *The applicant is seeking a conditional use permit, which constitutes a form of development under the city's code. The applicant's desire to develop the lot to allow for permanent operation of a commercial parking lot is a result of the applicant's actions. They are not responsible for the locations of utilities in the right-of-way.*
- (3) **Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;** *The ten-foot sidewalk requirement applies to other developments in the vicinity that do not directly involve full redevelopment of a parcel, such as a change of use of a property to the northeast of the subject property from office to coffee shop, where the applicant will be installing a ten-foot sidewalk. However, staff does recognize the challenge that could be posed to the owner by installing a ten-foot sidewalk at present given the existing frontage conditions with retaining wall and the resulting ten-foot frontage sidewalk encroachment into the frontage buffer.*
- Staff does not find the requirement to include pedestrian amenities to cause hardship to the applicant. The applicant is welcome to install an artwork feature or another low-cost improvement, and solar lighting fixtures can be appropriate for the scale of the use.*
- (4) **The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the comprehensive plan or the Land Development Code, nor will it permit an increase in development density;** *This request does not pertain to development density, and the requested use is permitted with a conditional use permit.*
- (5) **An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;** *The request would indirectly result in greater financial return for the applicant, as there is a cost associated with the sidewalk expansion and amenity installation that would be waived if the variance is approved. However, staff does recognize that the use is not particularly high intensity and the owner may face difficulty in generating the revenue required for lot frontage regrading, and full sidewalk installation, under the present scope.*
- (6) **Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;** *Requiring the sidewalk and pedestrian amenities treats the applicant as other properties in the same zoning district. The applicant states that other more intense development has been allowed in the district without expansion of the sidewalk, but staff is not aware of such development that has occurred while the standard is in place. Recent CUPs for renovations, such as the Howard Johnson to Hilton Garden Inn conversion, have provided the city an easement for the sidewalk and will be completing the work at time of utility undergrounding.*
- (7) **The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and** *Staff finds it reasonable to allow the applicant to install the sidewalk up to the face of the retaining wall during this development proposal, which would eliminate the need for a variance as it falls within the range that the TRC is permitted allowable reductions, due to the scale of the request. Staff does not find the elimination of the pedestrian amenity and lighting requirements to be the minimum variance necessary, as the applicant has already provided for the eight-foot*

required frontage landscaping buffer, and the amenities are significantly more minor in scope than the sidewalk.

- (8) **The requested variance is in harmony with the general intent and purpose of the comprehensive plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.** *The requirement for an expanded sidewalk is not an exaction placed on particular types of development but a blanket requirement for any permanent use along Gulf Boulevard that constitutes development under the city's zoning code, as this does. However, staff does generally agree with the applicant that the use itself is not likely to significantly generate additional pedestrian traffic along the Boulevard due to the lack of underparked public-facing uses in the vicinity, and accepts that it is reasonable to work with existing frontage conditions pending future, more substantive and impactful development that would require the full ten-foot expansion.*

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 23069. 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.

Staff recommends denial of Variance #23068 except as specified below, finding that the burden for granting a hardship variance has not been met. Staff understands the applicant's argument that other uses in the vicinity have not been required to make this improvement, but notes that the sidewalk requirement is a recent addition to the Land Development Code, and any other development seeking a permanent new use of the site must provide for the expanded sidewalk and amenities at time of use approval. However, given the lack of expected pedestrian traffic generated from this use along the Boulevard, staff finds it reasonable for the applicant be responsible for a sidewalk expansion equal to the width between the curb and retaining wall except to avoid hydrant and pole obstructions at the southern and northern ends, given the significant additional scope of work required to pave beyond that line. This reduction can be approved administratively. Staff requests said approval be limited to the present use, and that the applicant be required to install the single pedestrian amenity and three lighting fixtures required within the landscaping buffer along the frontage.

This use in substantially similar form and operations was approved by the City Commission in 2018, for a limited three-year period. At the time the City Commission removed a staff recommendation that the applicant install a sidewalk running along the northern right-of-way of 51st Ave to the beach, including providing a crosswalk from the subject property to the sidewalk. The City Commission also required that the applicant install a permanent toilet and sink within three months of the sewer moratorium being lifted, which the applicant did not provide due to the sewer moratorium expiring in the same general timeframe as the conditional use permit. In deference to those decisions, due to increased difficulty of expanding a sidewalk along the southern side of 51st Ave compared with 2018 due to the addition of a small wireless facility pole, and due to no significant changes to the use request compared with 2018, staff has not reiterated the recommendation of an expanded beach walk, and has reiterated the recommendation for a permanent toilet and sink on the property. However, should the City Commission find that local conditions have changed since the initial approval, staff proposes the following two conditions for consideration:

- A sidewalk shall be constructed on the north side of 51st Ave W, approximately 100 feet from Gulf Blvd, extending WSW for approximately 270 feet to the public beach access point. This sidewalk will be connected to the property in question by crosswalk across 51st Ave W.
- **(In lieu of condition #15)** The portable toilet shall only be permitted to remain in its present location upon approval of the Department of Health in Pinellas County (DOH) pursuant to F.A.C. 64E-6.0101., whose approval or waiver shall be supplied to the city prior to permanent operation of the lot. The owner is required to clean the toilet at least once per week and remove the toilet from the property upon issuance of a hurricane watch. Upon two findings by staff that the applicant has failed to maintain the toilet in a way that causes offensive odor to neighboring residents, or upon any finding by the city or DOH that the toilet is not being maintained or poses a health risk, the applicant shall be required to immediately remove the toilet and lot operations shall cease until a permanent toilet has been constructed on the lot. In this event, or should the DOH not approve the portable toilet for permanent placement, the applicant shall be required to construct a permanent restroom available to customers. The restroom may be attached to the residence but shall be accessible from the exterior only and comply with all building and fire codes. The permanent restroom shall match the architecture and color of the primary building.

Should the City Commission grant the Conditional Use, the application should be subject to the following conditions:

Operational Conditions

- (1) The primary use of this property shall be a commercial parking lot. Prior to redevelopment of the property, upon any change of use of the primary use of the property, upon any expansion of the multifamily use on the property, or upon the expiration or voiding of this use approval, the commercial parking lot use shall be abandoned.
- (2) The parking spaces surrounding the residence, being spaces 21-28 on the site plan, shall be maintained for the residents and guests. Curb stops shall be painted with language stating such, or limited signage shall be installed along spaces not already installed with signs.
- (3) Hours of operation shall be sunrise to sunset.
- (4) The beach access Gulf-ward of the lot shall be maintained and cleaned on a daily basis.
- (5) Commercial parking shall be limited to standard passenger vehicles. There shall be no storage of trailers, commercial vehicles, or RVs on the lot.
- (6) The lot shall be closed to all non-tenant vehicles after sunset. There shall be no overnight storage of any vehicle not associated with an owner, tenant or guest of the residence.
- (7) There shall be a lot attendant present on the lot at any time the lot is operating.
- (8) This approval shall extend to the property owner rather than run with the land. Upon sale of the lot, the use shall be considered void.
- (9) No additional exterior lighting may be installed to operate this use.
- (10) Signage indicating when the lot is full or opened must be maintained along the frontage entrance. All signage shall comply with the Land Development Code, as may be amended, and the applicant shall apply for a sign permit prior to sign placement. Portable signs shall be removed from the frontage while not in use. No more than two portable signs may be

placed on the property, and there shall be no more than two signs related to the use on the site at any time.

- (11) At least two trash receptacles shall be provided on the site and maintained by the owners.

Development Requirements

- (12) The applicant shall utilize turf block or another distinctive permeable or semi-permeable surface to define the parking spaces, and provide and maintain reasonably complete coverage of drought-tolerant sod, shell or gravel within the drive aisle of the use. The applicant shall provide stormwater calculations to the city engineer prior to making any new surface improvements on the lot if requested. Surface conditions shall be well-maintained with no runoff into the street, and all stormwater must be directed to infiltrate into the surface of the parking lot.
- (13) The applicant shall make buffer improvements as necessary to bring the lot into compliance with LDC Sec. 39.10.(b) along the frontage, and LDC Sec. 22.7.(b) along the western and southern side lot lines, within 90 days of the date of this approval. This shall include removal of the invasive Brazilian pepper tree and replacement with a suitable tree recommended in LDC Sec. 22.4.
- (14) The applicant shall be required to install and provide easement for a sidewalk along Gulf Boulevard as follows:
 - a. The applicant shall coordinate with the city to install, or cover the cost of installation, of an expanded sidewalk along the property's Gulf Boulevard frontage up to the existing retaining wall. This shall require relocation of the frontage staircase and leveling or relocation of the existing in-ground pull box, but the applicant may orient the relocation to avoid the southern fire hydrant and northern light pole. The installation shall be coordinated with the city to be completed during or within six months following the undergrounding of utility lines, and the sidewalk shall meet FDOT standards.
 - b. Approval for a sidewalk less than ten feet in width shall be considered void at the time the use of this property is changed, upon the property undergoing redevelopment, or upon application for a new conditional use permit, whichever occurs first. Any new application made under this provision shall require the new application to be evaluated under the conditions applicable to the development at that time.
- (15) Within 180 days of this use being approved the applicant shall obtain a permit to construct a permanent restroom containing at least one toilet and sink which is available to customers. The restroom may be attached to the residence but shall be accessible from the exterior only and comply with all building and fire codes. The permanent restroom shall match the architecture and color of the primary building.

Licensing Requirements

- (16) The applicant shall continue to maintain a business tax receipt for the use, pursuant to Article IV of the City Code of Ordinances.

Performance Monitoring and General Requirements

- (17) Upon a finding by the city's Special Magistrate that the use has produced a violation that has not been cured by the time of hearing, or upon a repeat violation being found

regardless of whether the violation was cured by time of hearing, or upon three total use-related violations being found regardless of whether they are cured by time of hearing, this approval shall be considered void. The applicant shall be permitted to reapply for the use under the provisions of the Land Development Code, as may be amended.

- (18) Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.
- (19) The City Commission may review the Conditional Use Permit periodically to determine whether the order is in compliance with the terms and conditions herein.

Recommended Motions

“Motion to approve conditional use permit #23069 with staff conditions.”

“Motion to deny variance #23068.”

RESOLUTION 2023-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTIONS 35.3.(b)(3) OF THE LAND DEVELOPMENT CODE, TO ALLOW THE PERMANENT ESTABLISHMENT OF A SEMI-PERVIOUS COMMERCIAL PARKING LOT, TO PARCEL #06-32-16-08118-000-0470, WITH ADDRESS OF 5090 GULF BOULEVARD; 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 35.3. of the City of St. Pete Beach's Land Development Code requires a conditional use permit for the establishment of a commercial parking lot that operates in a permanent manner.

WHEREAS, on August 10, 2023, Timothy P. Driscoll, Esq. (applicant) for HATTAK LLC (owner) made complete an application requesting a conditional use permit for the request detailed above.

WHEREAS, on August 25, 2023, the applicant made complete a supplemental variance application requesting waiver of frontage sidewalk improvements and pedestrian amenities required for development projects.

WHEREAS, on September 13, 2023, staff held a Technical Review Committee (TRC) meeting to discuss the request and site plan, where comments were shared related to proposed conditions and tenant security, and clarifying questions were asked.

WHEREAS, on November 15, 2023, the applicant provided response to the staff comments that were shared at the TRC meeting.

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

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 #23068 submitted by Timothy P. Driscoll, Esq. for HATTAK LLC,

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

Operational Conditions

- (1) The primary use of this property shall be a commercial parking lot. Prior to redevelopment of the property, upon any change of use of the primary use of the property, upon any expansion of the multifamily use on the property, or upon the expiration or voiding of this use approval, the commercial parking lot use shall be abandoned.
- (2) The parking spaces surrounding the residence, being spaces 21-28 on the site plan, shall be maintained for the residents and guests. Curb stops shall be painted with language stating such, or limited signage shall be installed, along spaces not already installed with signs.
- (3) Hours of operation shall be sunrise to sunset.
- (4) The beach access Gulf-ward of the lot shall be maintained and cleaned on a daily basis.
- (5) Commercial parking shall be limited to standard passenger vehicles. There shall be no storage of trailers, commercial vehicles, or RVs on the lot.
- (6) The lot shall be closed to all non-tenant vehicles after sunset. There shall be no overnight storage of any vehicle not associated with a tenant or guest of the residence.
- (7) There shall be a lot attendant present on the lot at any time the lot is operating.
- (8) This approval shall extend to the property owner rather than run with the land. Upon sale of the lot, the use shall be considered void.
- (9) No additional exterior lighting may be installed to operate this use.
- (10) Signage indicating when the lot is full or opened must be maintained along the frontage. All signage shall comply with the Land Development Code, as may be amended, and the applicant shall apply for a sign permit prior to sign placement. Portable signs shall be removed from the frontage while not in use. No more than two portable signs may be placed on the property, and there shall be no more than two signs related to the use on the site at any time.
- (11) At least two trash receptacles shall be provided on the site and maintained by the owners.

Development Requirements

- (12) The applicant shall utilize turf block or another distinctive semi-permeable surface to define the parking spaces, and provide and maintain reasonably complete coverage of drought-tolerant sod, shell or gravel within the drive aisles of the use. The applicant shall provide stormwater calculations to the city engineer prior to making any new surface improvements on the lot if requested. Surface conditions shall be well-maintained with no runoff into the street, and all stormwater must be directed to infiltrate into the surface of the parking lot.

- (13) The applicant shall make buffer improvements as necessary to bring the lot into compliance with LDC Sec. 39.10.(b) along the frontage, and LDC Sec. 22.7.(b) along the western and southern side lot lines, within 90 days of the date of this approval. This shall include removal of the invasive Brazilian pepper tree.
- (14) The applicant shall be required to install and provide easement for a sidewalk along Gulf Boulevard as follows:
- a. The applicant shall coordinate with the city to install, or cover the cost of installation, of an expanded sidewalk, including remaining utility relocation where necessary, along the property's Gulf Boulevard frontage up to the existing retaining wall. The installation shall be coordinated with the city to be completed during or within six months following the undergrounding of utility lines, and the sidewalk shall meet FDOT standards.
 - b. Approval for a sidewalk less than ten feet in width shall be considered void at the time the use of this property is changed, upon the property undergoing redevelopment, or upon application for a new conditional use permit, whichever occurs first. Any new application made under this provision shall require the new application to be evaluated under the conditions applicable to the development at that time.
 - c. The applicant shall provide a pedestrian access easement necessary to expand the existing sidewalk along the frontage to ten feet in width.
- (15) The portable toilet shall only be permitted to remain in its present location upon approval of the Department of Health in Pinellas County (DOH) pursuant to F.A.C. 64E-6.0101., whose approval shall be supplied to the city prior to permanent operation of the lot. The owner is required to clean the toilet at least once per week and remove the toilet from the property upon issuance of a hurricane watch. Upon two findings by staff that the applicant has failed to maintain the toilet in a way that causes offensive odor to neighboring residents, or upon any finding by the city or DOH that the toilet is not being maintained or poses a health risk, the applicant shall be required to immediately remove the toilet and lot operations shall cease until a permanent toilet has been constructed on the lot. In this event, or should the DOH not approve the portable toilet for permanent placement, the applicant shall be required to construct a permanent restroom available to customers. The restroom may be attached to the residence but shall be accessible from the exterior only and comply with all building and fire codes. The permanent restroom shall match the architecture and color of the primary building.

Licensing Requirements

- (1) The applicant shall continue to maintain a business tax receipt for the use, pursuant to Article IV of the City Code of Ordinances.

Performance Monitoring and General Requirements

- (1) Upon a finding by the city's Special Magistrate that the use has produced a violation that has not been cured by the time of hearing, or upon a repeat violation being found regardless of whether the violation was cured by time of hearing, or upon three total use-related violations being found regardless of whether they are cured by time of hearing, this

approval shall be considered void. The applicant shall be permitted to reapply for the use under the provisions of the Land Development Code, as may be amended.

- (2) Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit.
- (3) 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



City of St. Pete Beach
Community Development Department
155 Corey Avenue
St. Pete Beach, Florida 33706
(727) 367-2735
www.stpetebeach.org

Case Number:

23069

PROPERTY OWNER:

Name: Hattak, LLC

Address: 261 N. Tessier Dr

City: St. Pete Beach State: FL

Zip: 33706

Telephone:

Email:

APPLICANT/AGENT (Attach agent authorization form):

Name: Timothy P. Driscoll, Esq.

Address: 146 Second Street North STE 310

City: St. Petersburg State: FL

Zip: 33701

Telephone: 727-896-1144

Email: driscoll.lawfirm@gmail.com

SUBJECT PROPERTY:

Address: 5090 Gulf Blvd

Current Name of Business:

Parcel ID: 06-32-16-08118-000-0470

Name of Project

Off-Premises Parking Lot

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

Commercial

Conditional use application for ~~Off-Premises~~ Parking Lot in the Large Resort

zoning district. This is an allowed secondary use with conditional use

approval per Section 35.3 (d)(4) of the Land Development Code. Review is

provided per Division 4 of the Land Development Code.


Signature of Applicant / Agent

7-31-23

Date

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.

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

 g 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.

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

 g 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.

 g 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.

 g 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

 [Signature]
Signature of Applicant

 7-31-23
Date



Owner's Authorization for Agent

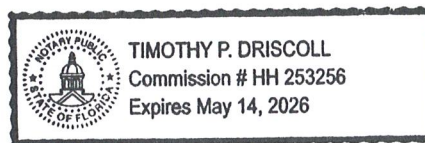
I/WE HATTAK, LLC
(print name of property owner)
hereby authorize TIMOTHY P. DRISCOLL
(print name of agent)
to represent me/us in an application for CONDITIONAL USE
(type of application: variance, conditional use, zoning, etc.)

HRISTOS TAKTIKOS _____
Signature of Owner Signature of Owner
HRISTOS TAKTIKOS _____
Print Name of Owner Print Name of Owner

The forgoing instrument was acknowledged before me this 17th day of JULY
2023 by HRISTOS TAKTIKOS who is personally known _____
or produced DRIVER LICENSE as identification.

[Signature] _____ 7-17-23
(Notary Signature) (Date)

My Commission Expires: _____



Conditional Use Application HATTAK, LLC - 5090 GULF BOULEVARD

1. LDC Sec. 4.4(a)(1). Consistency with Comprehensive Plan

Article II Section C. Gulf Boulevard Redevelopment District Provides:

Objective 2.4

A variety of parking solutions for motorized and non-motorized vehicles shall be pursued to support redevelopment, while maintaining ease of access and adequate parking throughout the Gulf Boulevard Redevelopment District. The conditional use meets this objective by providing parking spaces for the district.

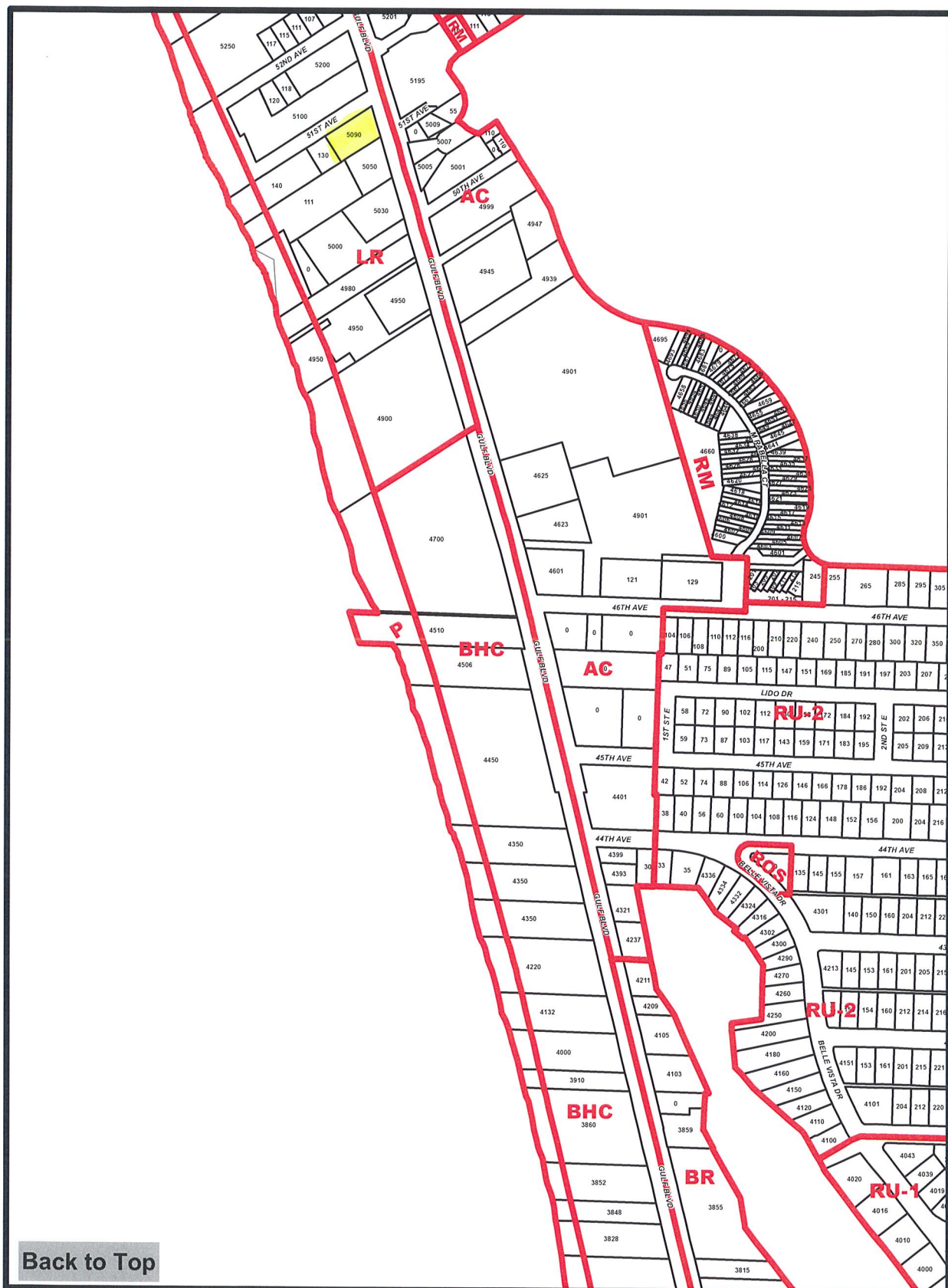
2. LDC Sec. 4.4(a)(2). Compatibility with the Character of the Area.

- a. The overall appearance and function of the area will not be significantly affected because a prior conditional use permit and temporary permits have already been approved for the site for use as off-premises parking and there are other off-premises parking lots in the area adjacent to and near the site.
 - b. No historic, scenic, archaeological or cultural resources will be preserved.
 - c. The site will be compatible with adjacent development as there are no changes to the prior approved use proposed and there are other off-premises parking lots adjacent and near the site.
 - d. There will be no adverse impacts on the surrounding area, since there will be no changes to the existing parking lot being proposed. Conditional use and temporary parking have already been authorized on the site and there are other off-premises parking lots adjacent to and near the site.
3. The transportation system is capable of supporting the proposed use, since the site has already been used as an off-premises parking lot through permits granted by the City. Gulf Boulevard will not be used as an access to the site. Access will be exclusively through the 51st Avenue right-of-way, which is a 50-foot right-of-way providing excess capacity for the site.
 4. The site contains 28 existing parking spaces. No additional off-street parking area is required for the proposed development.
 5. The public health, safety and welfare will be preserved. No changes will be made to the existing parking lot. Pressure on the City's on-street parking system will be reduced, so that residents will have greater access to such spaces.
 6. The applicant has the financial and technical ability to maintain the improvements.
 7. The proposed use will comply with all standards imposed by the City.

Sec. 4.12 Redevelopment District. There will be no unreasonable or disproportionately negative impacts upon adjacent or nearby properties, as to the following:

1. Utility infrastructure (no change);

2. Transportation infrastructure (no change from conditional and temporary use and adjacent right of way provides excess capacity for the proposed use);
3. Hydrological features (no changes will be made to the site);
4. Aesthetic and architectural features (no changes will be made);
5. Site landscaping and impervious surface limitations (no impervious surface will be added to the site);
6. Operational and functional requirements (no changes from the conditional and temporary use);
7. Fire suppression (not applicable, since there is no structure being constructed);
8. Emergency management (no impervious surface will be added to the site); and
9. Temporary lodging (not applicable).



City of St Pete Beach Official Zoning Map Ord. 2011-34 Effective 07/10/2012

Zoning, Zoning Description

AC, Activity Center
 BHC/P, Boutique Hotel Condo/Preservation
 BR, Bayou Residential
 CC-1, Commercial Corridor Blind Pass
 CC-2, Commercial Corridor Gulf Blvd
 CC-2/UBV, Commercial Corridor Gulf Blvd/Upham Beach Village
 CG-1, Commercial District
 CG-2, Commercial District
 CRD/EA, Community Redevelopment District/Eighth Avenue

DCR, Downtown Core Residential
 INS, Institutional
 INS/PAG, Institutional/Pass A Grille Overlay
 LR, Large Resort
 LR/P, Large Resort/Preservation
 P, Preservation
 R/OS, Recreational/Open Space
 R/OS/P, Recreational/Open Space/Preservation
 R/OS/PAG, Recreation/Open Space/Pass A Grille Overlay
 RFM, Resort Facilities Medium District

RFM, Resort Facilities Medium District
 RFM/P, Resort Facilities Medium District/Preservation
 RLM-1, Residential District
 RLM-2, Residential District
 RLM-2/PAG, Residential District/Pass A Grille Overlay
 RLM-2/RFO, Residential District / Resort Facilities Overlay
 RM, Residential District
 RM/P, Residential District/Preservation
 RM/PAG, Residential District/Pass A Grille Overlay
 RM/PAG/P, Residential District/Pass A Grille Overlay/Preservation

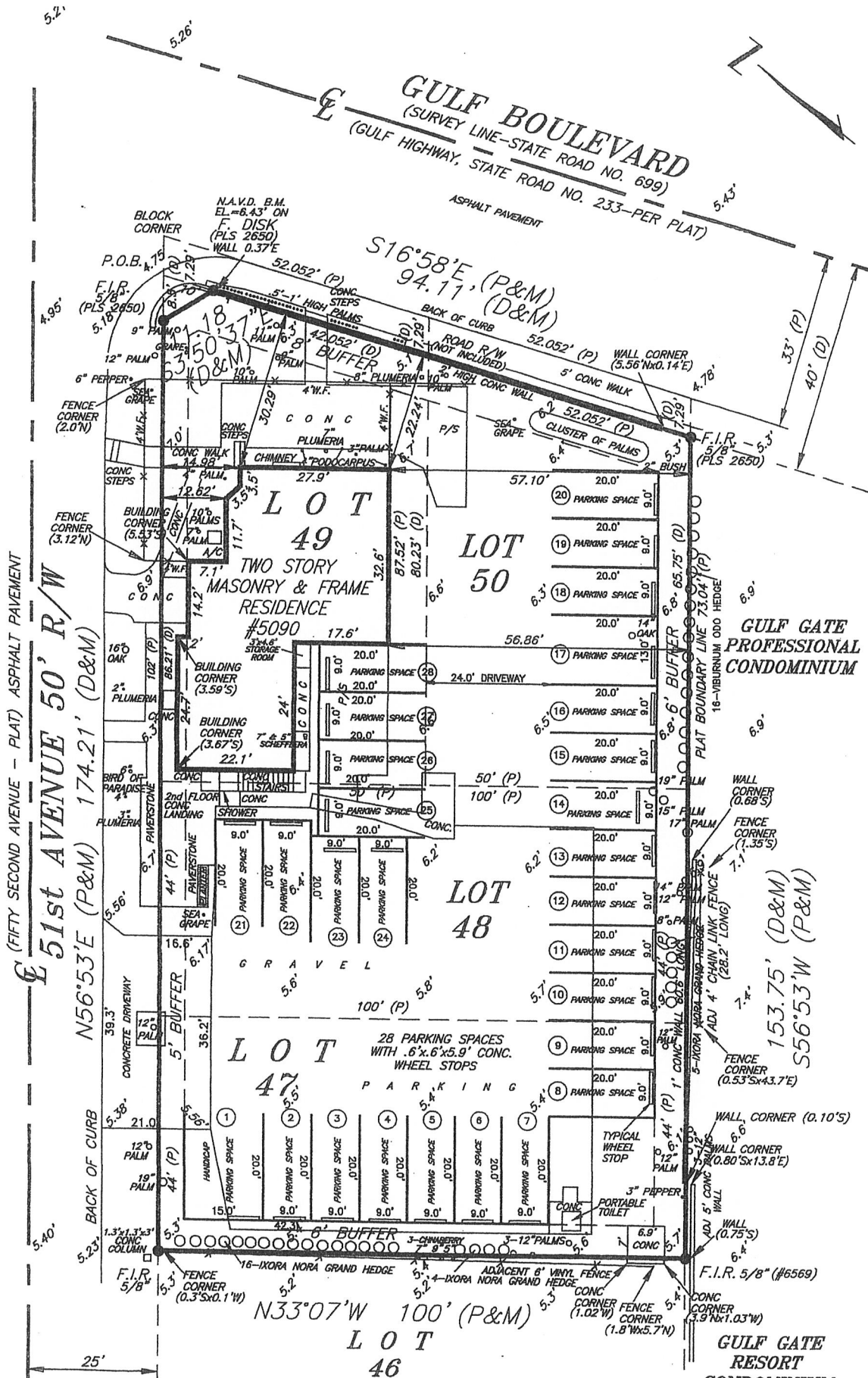
ROR, Residential Office Retail District
 ROR/PAG, Residential/Office/Retail/Pass A Grille Overlay
 RU-1, Residential District
 RU-2, Residential District
 RU-2/PAG, Residential District/Pass A Grille Overlay
 TC-1, Town Center Corey
 TC-2, Town Center Corey Cir and Coquina West
 THD/RFO/PAG, Tourist Hotel District/Resort Facilities Overlay/PAG
 TU, Transportation Utilities
 UBV, Urban Beach Village

Page 9 of 15
 Date Saved: 7/20/2012

Zoning: LR
FLU: LR

Approximate
location of
20' visibility
triangle

One sandwich
board sign is
permitted
outside the
visibility
triangle,
provided that it
is no taller than
five feet, no
greater than 12
square feet in
area per face, is
not illuminated,
and is only
displayed during
business hours
(LDC Sec. 26.34).
All signage
requires a
permit.



A Boundary Survey of Lots 47, 48, 49 and 50, UNIT "B" BENNETT BEACH, according to the plat thereof, recorded in Plat Book 16, Page 111, of the Public Records of Pinellas County, Florida, Less Road Right of Way, with spot elevations. Containing 16,781.8 square feet, more or less.



CONDITIONAL USE PERMIT (Development Order)

RESOLUTION NO.: 2018-16

PROPERTY ADDRESS: 5090 Gulf Boulevard

PROPERTY ID# 18-32-16-88074-006-0010

PROPERTY OWNER: Hattak, LLC
261 N. Tessier Drive
St. Pete Beach, FL 33706

APPLICANT: Timothy Driscoll Esq.
146 Second St. N.
St. Petersburg, FL 33701

REQUEST: Conditional use approval to allow for a Commercial Parking Lot pursuant to Section 35.3(b) of the Land Development Code.

APPROVED PLANS: See Attached Exhibit

CITY COMMISSION APPROVAL DATE: October 23, 2018

BACKGROUND- The applicant filed an application with the Community Development Department for a Conditional Use Permit pursuant to Division 4 and Section 15.3(b) of the City of St. Pete Beach Land Development Code in order allow for a Commercial Parking Lot at the subject property. The subject property has a zoning designation of LR (Large Resort District) on the City of St. Pete Beach Zoning Map.

Notice of the request was given as required by law and mailed out to owners of the property within a distance of 500 feet of the exterior limits of the property upon which the application was made. After review by the City's Technical Review Committee and the City Commission conducted a quasi-judicial public hearing on April 4, 2018.

FINDINGS- The City Commission of the City of St. Pete Beach makes the following findings based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the of the record for this matter:

- That the property in question is located in the Large Resort District;

- That the use is consistent with the Comprehensive Plan for the area in which the property is located;
- That the intended use or construction will not result in an impact that will exceed the thresholds for the levels of service as set forth in the Comprehensive Plan;
- That the public health, historic resources, cultural resources, scenic, and general welfare will not be adversely affected;
- That necessary safeguards will be provided for the protection of surrounding property, person and neighborhood values;
- The transportation system is capable of adequately supporting the proposed use; and
- The applicant has demonstrated the financial and technical capacity to complete the improvements.

IT IS THEREFORE ORDERED, based upon the foregoing findings and the staff report and analysis, which are adopted herein, including the staff recommendations that the Conditional Use Permit be **Granted** subject to the following conditions to which the applicant has agreed:

1. Landscaping within buffers shown on the submitted survey shall be required in accordance with Division 39.10 of the Land Development Code. The 5' buffer along 51st Ave shall be landscaped with additional trees where feasible. A hedge shall be installed along the west side of the property abutting an existing duplex.
2. Any lighting utilized for the parking lot shall be directed away from the western property currently in use as residential multifamily and shielded direct glare or hazardous interference from public roadways and all adjacent properties.
3. Signage indicating when parking lot is "full" or "open." Any signage on the property will require a sign permit in conformance with Division 26 of the Land Development Code.
4. A 5-foot access easement shall be established on Lot 49 and 50, along Gulf Boulevard, to allow for a future 10-foot sidewalk for pedestrian access.
5. Trash receptacles shall be provided on site and maintained.
6. Two parking spaces per dwelling unit (four total) shall be reserved at all times for residents in the apartment building.
7. Hours of operation (9 am to 9 pm) will be required.
8. A Business Tax Receipt pursuant to Article IV of the City Code of Ordinances will be required.
9. The surface of the parking lot shall be well maintained. No sand, gravel or other debris may run off into the street.
10. Portable toilets shall be made available to users of the lot and shall be maintained and cleaned at least once per week for the duration of the sewer moratorium (Resolution 2016-15). When the sewer moratorium is lifted, a permanent structure, including at least one toilet and one sink, shall be constructed at the owner's expense within three months of the date of the lifting of the moratorium. Location and specifications of the structure and fixtures shall be approved by the City prior to issuance of a building permit.
11. The beach access gulf-ward of the lot shall be maintained and cleaned on a daily basis.
12. Wheel stops will be installed between the parking spaces and buffers indicated on the submitted site plan.
13. A Traffic Impact Fee may be required.

14. No storm water discharge may leave the site all storm water must be directed away from the property boundary and infiltrate through the proposed gravel and grass surface.
15. This conditional use permit shall be for a period of three (3) years and expire on 23 October 2021.

Chris Taktikos
 Property Owner Chris Taktikos
 #ristos

Cathie Taktikos
 Property Owner Cathie Taktikos
 Ekaterini

STATE OF FLORIDA
 COUNTY OF PINELLAS

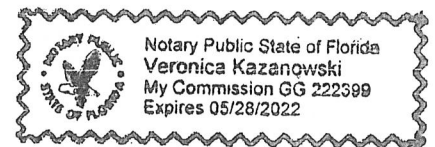
I, the undersigned Notary Public, do hereby certify that the foregoing instrument was delivered and acknowledged before me in PINELLAS County, Florida. I further certify that the above signature(s) (is, are) legal and (has, have) been executed voluntarily on this date, to the best of my knowledge and belief.

Witness my hand this 26TH day of NOVEMBER, 2018.

Veronica Kazanowski
 Notary Public

05/28/2022
 My Commission Expires

CITY OF ST. PETE BEACH, FLORIDA



Community Development

Date

ANNUAL LOBBYIST REGISTRATION

FOR THE PERIOD JANUARY 1, 23 THRU DECEMBER 31, 23

Name TIMOTHY P. DRISCOLL Phone 727-896-1144 Email DRISCOLL.LAW Firm @
Mailing Address 146 AND ST. N. STE 310 ST. PETERSBURG, FL 33701 GMAIL

NAMES OF INDIVIDUAL LOBBYISTS (attach additional sheets if necessary):

- 1) Name TIMOTHY P. DRISCOLL
- 2) Name _____
- 3) Name _____
- 4) Name _____

Business Relationships: Does the Lobbying Firm or any of the Lobbyists listed above have any direct business association or partnership with any current member of the City Commission, City employee, or person sitting on a decision-making body (mark one)?

☐ Yes ☒ No

If "yes", attach documentation explaining the nature of each business relationship.

List any local campaign contributions and the amount(s):

NA

LIST THE NAME AND BUSINESS ADDRESS OF EACH PRINCIPAL REPRESENTED, THEIR GENERAL AND SPECIFIC AREAS OF LEGISLATIVE INTEREST, AND THEIR POSITION ON SUCH AREA OF INTEREST.

- (1) Name HATTAK, LLC
Address 261 N. TESSIER DR

General Area of Legislative Interest: _____

Specific Area of Legislative Interest: USE APPROVAL PROPERTY LARGE RESORT AREA

Position on Area of Interest: _____

- (2) Name _____

Address _____

General Area of Legislative Interest: _____

Specific Area of Legislative Interest: _____

Position on Area of Interest: _____

- (3) Name _____

Address _____

General Area of Legislative Interest: _____

Specific Area of Legislative Interest: _____

Position on Area of Interest: _____

- (4) Name _____

Address _____

General Area of Legislative Interest: _____

Specific Area of Legislative Interest: _____

Position on Area of Interest: _____

(USE ADDITIONAL PAGES IF NECESSARY)

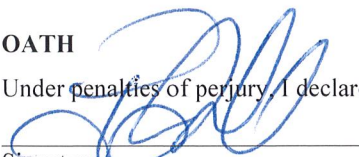
Be advised:

- 1) Completed forms may be scanned and emailed to cityclerk@stpetebeach.org, hand delivered, or mailed to the address below. For those submitting electronically, **registration does not become effective until all fees have been paid and the form has been reviewed and approved by staff.** Staff review will verify all required information has been provided and an effective date will be communicated to registrant.
- 2) This registration expires at 11:59 p.m. on December 31st. A new registration must be filed each year.
- 3) The registration fee is \$50.00, in compliance with the City's Code of Ordinances.
- 4) A revised registration may be submitted throughout the year to add or remove principals and/or individual lobbyists. No charge is required to amend a registration throughout the year. If the general or specific area of legislative interest changes, written notification shall be filed with the City Clerk reflecting such amendments, and such notification shall be made prior to lobbying on any new subject.

By submission of this form, you are attesting that the firm and lobbyist(s) listed above have been retained to represent each principal listed above.

OATH

Under penalties of perjury, I declare that I have read the foregoing document and that facts stated in it are true.

Signature  Printed Name TIMOTHY P. DRISCOLL Title ATTORNEY Date 7-31-23

Submit form with registration fee made payable to the City of St. Pete Beach.

Scanned forms may be emailed to cityclerk@stpetebeach.org

Notice: **Cash or Check ONLY.** Credit/Debit cards are not accepted.

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

Registration Fee Paid and Form Accepted: _____
Staff Initial



Containing 16,781.8 square feet, more or less.

Page 299 of 381

VARIANCE/CONDITIONAL USE APPLICATION
PROPERTY ADDRESS: 5090 GULF BOULEVARD
OWNER: HATTAK, LLC

OWNER RESPONSE TO STAFF REPORT

Public Works:

No comments made by staff and no response is necessary.

Building:

No comments made by staff and no response is necessary.

Code Enforcement:

No comments made by staff and no response is necessary.

Recreation:

No comments made by staff and no response is necessary.

Fire:

No comments made by staff and no response is necessary.

Transportation:

1. Parking for tri-plex is marked – Owner has added signage for resident only on each parking space.
2. Owner has added additional shell for all drive aisles, and maintains grass parking. Sod parking is authorized by code. The

current configuration allows efficient storm drainage, is in good condition and consistent with surrounding parking lots.

3. The layout of drive aisles and parking spaces has been provided. Wheel stops for all parking spaces are in place.
4. Landscaping on Gulf Blvd is lush and Owner has added more plantings in that area.
5. Retaining wall is located on private property and does not need to be moved. It is consistent with nearby parking lots.

Planning and Zoning:

1. Sealed survey had been provided.
2. Owner acknowledges possible abandonment of parking use upon redevelopment of the site.
3. Additional shell has been installed by Owner to make a consistent surface throughout. Sod is authorized and the conditions are consistent with surrounding parking lots.
4. Portable toilets are provided along with an outdoor shower. There is no code requirement for toilets in parking lots and the nearby lots have no such facilities.
5. All of the surrounding uses have available parking. There is no location where customers parking at the lot would walk to any area other than the public beach.
6. Owner intends to plan an additional tree as needed.
7. There have been no incidents at the property requiring increased security. The residents provide their own security cameras. Nothing in the approval of this application will change the current use of the lot by the tenants.
8. Proof of liability insurance coverage has been provided.
9. The widening of the public sidewalk on Gulf Blvd would be a substantial hardship on the Owner. This development has no impact on the sidewalk which has not been expanded by any other development on Gulf Boulevard in any surrounding area.

The Owner would be treated differently than all other property owners by imposing an exaction of widening the public sidewalk or granting an easement, which is wholly unnecessary for this use.

10. No new lighting or structures are proposed. The parking lot closes at dark.
11. Operating hours are currently 9:00 to sunset and that is the intended use.
12. Prior conditions are unnecessary as follows:

h. No permanent toilet should be required and none is required by code. No surrounding parking lot has a permanent toilet.

k. There is no traffic impact from the use and no fee should be required.

m. No sidewalk should be constructed off-site related to this use. There is no need for such a sidewalk from the impacts of this use.

All other conditions are acceptable.

CASE #: _____

PARCEL #: _____

SUBMITTAL DATE: _____ AMOUNT DUE: _____ PAYMENT DATE: _____

UNNECESSARY AND UNDUE HARDSHIP VARIANCE APPLICATION

The following Items are to be submitted, along with this application, **at least 30 days prior to the public hearing**:

- Two (2) copies of the property survey, completed in the last ten years, which contains the legal description, land area, and existing improvements on the site that has been signed and sealed by a surveyor licensed in the State of Florida;
- Seven (7) copies of a site plan showing the request, drawn to scale, of size between 11x17" and 36x48";
- Emailed copy of the survey and site plan to planning@stpetebeach.org.
- The Application Fee, payable to the City of St. Pete Beach (non-refundable)

OWNER/AGENT INFORMATION:

Identification	Name	Address	Phone #
Owner	HATAK, LLC	261 N. TESSIER DR	
Applicant/ Agent	TIMOTHY P. DRISCOLL	146 2ND ST-N, STE 310 ST. PETERSBURG, FL 33701	727-896- 1144
Owner Email Address:		Applicant/Agent Email Address:	
		DRISCOLL, LAW FIRM @GMAIL	

PROPERTY FOR PROPOSED VARIANCE:

Zoning Designation	Future Land Use Designation	Lot Area
LR		
Legal Description: 06-32-16-08118-000-0470		
Address: 5090 GULF BLVD		
Explanation of Request: see Attached		

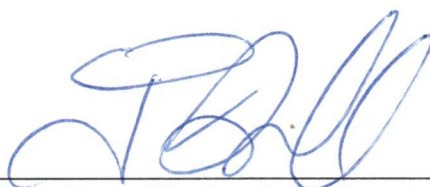
Findings Necessary for Granting Request: In order for an application for a unnecessary and undue hardship variance to be approved or approved with conditions, the Board of Adjustment must make a positive finding with regard to each of the provisions below, which are also located in Division 3 of the Land Development Code. The applicant has the burden of proof demonstrating that the application for the variance complies with each of these requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

See Attached

2. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;
3. Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;
4. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Comprehensive Plan or the Land Development Code, nor will it permit an increase in development density;

5. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;
6. Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;
7. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and
8. The requested variance is in harmony with the general intent and purpose of the Comprehensive Plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

_____ Signature of Applicant	_____ Date	 _____ Signature of Authorized Agent	8-9-23 _____ Date
---------------------------------	---------------	--	-------------------------

Variance Application HATTAK, LLC - 5090 GULF BOULEVARD

Explanation of Request: The owner is seeking a variance of the requirements under LDC 39.10 pertaining to sidewalks and buffers. The property was granted a conditional use as a parking lot which expired under its own terms. The property has had temporary use approval for the same use. A current application for a conditional use has been filed for a commercial parking lot on the subject property.

No changes have been made to the lot and none are proposed under the current conditional use application. No vertical construction will be made.

The existing sidewalk has not been altered, nor are any alterations planned in the conditional use application. The surrounding sidewalks are the same width as the existing sidewalk adjacent to the subject property. There will be no additional pedestrian traffic generated by the proposed use.

The buffering at the site has been approved by the prior conditional use and no changes are requested. The existing buffering is sufficient for the proposed use, which will not be changed from the existing use.

1. Special conditions and circumstances.

No changes are being made to the property from the previously approved conditional use. As a commercial parking lot, the property is unique as compared to the surrounding properties. It has a limited number of parking spaces and does not generate any pedestrian traffic beyond the parking of the limited number of vehicles which can be accommodated. A large pedestrian sidewalk is not necessary to support the development.

2. Conditions not Caused by Applicant.

There is no change being made to the sidewalk or buffering from the existing commercial parking lot. The adjacent sidewalk was not constructed by the applicant and has been in existence.

3. Deprivation of Property Rights.

A denial of the variance would deprive the owner of rights already enjoyed under the previous conditional use and would present a financial hardship. The provision of a wider sidewalk or additional buffering is not necessary for the development. There are no changes in existing conditions and the existing sidewalk and buffering is adequate for the proposed conditional use as a commercial parking lot. The addition to the sidewalk or buffering would constitute a hardship, since no development is occurring on site, and there is no change to the intensity of the use to warrant a wider sidewalk.

4. Hardship not Deliberately Created.

The property owner has made no changes to the existing use or the adjacent sidewalk. There is no increase in development density or intensity. The use is a conditional use authorized within the zoning code.

5. No Financial Return.

Granting the variance will not result in greater financial return to the applicant.

6. No Special Privilege.

The surrounding developments have the same width of sidewalk adjacent to the properties with higher intensity uses generating more pedestrian traffic.

7. Minimum Variance.

The variance is minimal and reflects the predominate existing conditions in the area.

8. Harmony.

The variance will not adversely affect the surrounding properties that have the same width sidewalk. The use is existing and in harmony with the area. It will not impair property values. It meets the intent of the code and comprehensive plan by providing increased parking for adjacent businesses and providing public access to the Gulf of Mexico.

VARIANCE 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.

[Signature] I understand that the City will not accept or process an incomplete application.

[Signature] 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 variance. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a variance.

[Signature] On all variances except for administrative (de-minimis) variances, a majority vote is required. Action on this application by the BOA/City Commission may be continued to a later meeting.

[Signature] I understand that if a variance is approved by the BOA, City Commission or City Manager, 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 becomes voided.

[Signature] I understand that if any application filed under the provisions of this Code is denied, no subsequent application seeking substantially the same or similar approval shall be filed within six months of the final decision on the original application.

[Signature] I understand that any person aggrieved by the final decision of the Board of Adjustment or City Commission has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Appeals of decisions made by the City Manager for administrative variances are to a hearing officer designated by the City Commission and must be made within 30 days from the date of the final administrative 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.

[Signature] I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application if applicable.

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

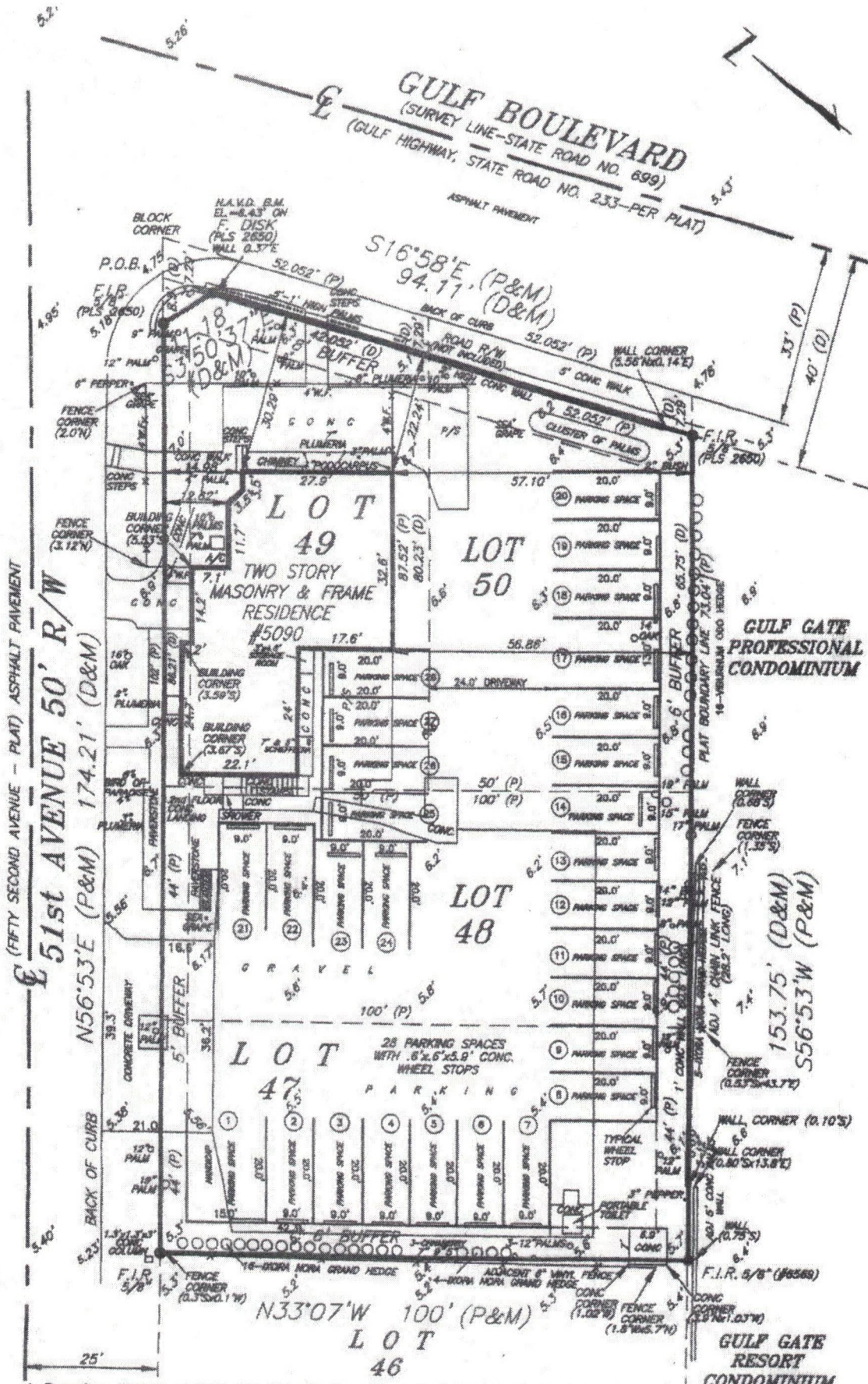
[Signature]
Signature of Applicant

8-9-23
Date

Zoning: LR
FLU: LR

Approximate location of 20' visibility triangle

One sandwich board sign is permitted outside the visibility triangle, provided that it is no taller than five feet, no greater than 12 square feet in area per face, is not illuminated, and is only displayed during business hours (LDC Sec. 26.34). All signage requires a permit.



A Boundary Survey of Lots 47, 48, 49 and 50, UNIT "B" BENNETT BEACH, according to the plat thereof, recorded in Plat Book 16, Page 111, of the Public Records of Pinellas County, Florida, Less Road Right of Way, with spot elevations. Containing 16,781.8 square feet, more or less.

Variance Application

Property Address: 5090 Gulf Boulevard

Owner: Hattak, LLC

SUPPLEMENT TO VARIANCE APPLICATION

The above owner hereby submits this supplement to variance application in response to development staff's request for clarification of certain items. The following is added to the respective paragraphs of the variance application in addition thereto and not in replacement thereof:

3. The requested use has previously been approved as a conditional use. No changes to the site or further development is requested or planned. The public sidewalk at the site has been in use for the three (3) years of the previous conditional use, plus the temporary use permits issued for the same use. The existing sidewalk proved sufficient for the pedestrian traffic generated by the prior conditional use and will be sufficient for the requested conditional use for the same use. It would be a hardship to require the construction of an expanded public sidewalk for a proposed use with no additional pedestrian trips generated than the existing use. There has been much more significant development in the Large Resort and Redevelopment District without a concurrent requirement for expansion of the sidewalk serving those developments. A parking lot generates fewer pedestrian trips than other commercial uses. If a future development of the site, including vertical construction of commercial buildings were to be requested, such a sidewalk could be constructed at that time. Requiring an expanded sidewalk to serve a proposed use identical to the previous use would constitute an improper exaction against the property owner under the facts of this application.

6. The applicant would not receive a special privilege since the use is not being changed, no existing development is being undertaken and no vertical construction will be made. The expansion of the sidewalk is in no way related to the impact caused by the granting of the conditional use. Because the conditional use will not increase or change the pedestrian traffic in any way, there is no special privilege being granted the applicant by the variance. Other more intense development has been allowed in the district without expansion of the sidewalk.

7. The variance request is the minimal request and is consistent with the sidewalks serving all other properties in the district. The current sidewalk has proven to be sufficient for the parking lot which existed in the identical construction and layout, with the same intensity of use, as the proposed conditional use parking lot. No additional public sidewalk is necessary to serve this development.

Respectfully submitted this 25th day of August, 2023.

Timothy P. Driscoll

Timothy P. Driscoll, Esq.
Agent for Owner





RESERVED
PARKING FOR
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Brandon Berry

From: Gulf Beach Resort <Vacations@TheGulfBeachResort.com>
Sent: Saturday, December 2, 2023 11:13 AM
To: Brandon Berry
Subject: Dec 12 meeting on conditional use permit no 23069

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Dear Mr. Berry

I would like to know why you would not require a parking lot that beach people parking in it no access to a bathroom. The will start going in the bushes that are in front of the Gulf Beach resort instead. Do we want someone to get hit by a car walking to the beach in the middle of the road. The road is a lot of traffic and I watch small children almost get hit. The street is blocked by cars going into and out of the lot my guest can not get to the resort at the end of the road do to the traffic backup.

Thank You
Kathy

Brandon Berry

From: Hayden <hayden@teamtampa.com>
Sent: Wednesday, November 8, 2023 8:21 AM
To: Brandon Berry
Subject: Re: 5090 gulf

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Brandon, there is a HOLE in the window like a rock or something went through it, big enough to stick a finger or two in it. i was home, he did not come look at my window. Its ok, the new tenant can deal with it although I know the horrible human being landlord is going to charge me for all the broken ones. Thank goodness I won't be suing them in a St Pete Beach court as they obviously get what they want there. SO happy to be back in Treasure Island. There was only one person at the September 13th meeting that challenged the lawyer. How many times do they have to be told that the city code is one surface??? Tell me? Yet their lawyer kept telling you what they have is better. Yes, he was the St Pete Beach city attorney and he was run out of town for not doing his job. They couldn't get rid of him fast enough but he obviously still has "some friends" if that parking lot passes even though it is against code. They will get their parking lot and they won't have a consistent surface, they won't have a permanent bathroom, and they won't put in a sidewalk and they won't completely block the eastern border with plants/bushes. All things that were to be done in the original 3 year permit. What a joke.

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Tuesday, November 7, 2023 6:45 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 gulf

He said he did check the window, so I believe he got out of the car.

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From: Hayden <hayden@teamtampa.com>
Sent: Tuesday, November 7, 2023 5:36:54 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 gulf

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he didn't even get out of his car. I saw him.

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Tuesday, November 7, 2023 3:39 PM
To: Hayden <hayden@teamtampa.com>
Subject: RE: 5090 gulf

James,

They received one one-month extension, which is the maximum they can request. After December 9th they will need a permanent permit. There is no option to further extend the temporary request.

I understand this is your last day, but like I mentioned before you are always welcome to reach out to code enforcement. An officer stopped out last week and did not find any violations.

Sincerely,
Brandon

From: Hayden <hayden@teamtampa.com>
Sent: Tuesday, November 7, 2023 1:43 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: 5090 gulf

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good afternoon Brandon

Did they apply for an extension? If so, was it granted? If so, why? The parking lot is against code, surface is supposed to be with concrete, shell or grass, not a combination of the three. They just layed more shell over the dirt/sand but there is still a lot of concrete and 30% dead grass. Their lawyer also said on September 13th that from Gulf Blvd you "can't even tell there is a parking lot there", do i need to send you photos and videos or will some one come here and see that is a lie. How many "temporary" statuses does the city allow? Seems to me they are working the system. They know there are rules for their "permanent" lot so they will continue as "temporary" as long as you all keep giving extensions. They also know that is a way around the permanent bathroom. Port a potty are for temporary use and events...again, they are beatin g the system. I have videos of groups (4 different cars) that had to knock on my door because there was no attendant...their attendant is Michael and looking at his 13 page arrest record proves he is not suitable for the job, yet here he is. I am also curious as to when the study was done saying "everyone who parks there is going to the beach". Attorney Driscoll said that on Septmeber 13th, this is not true. Also, why doesn't code enforcement do something about the landlord who sits out there and approaches cars that are parking in city spaces and tells them "i have a better deal". That is directly taking money out of the city's pocket, not to mention the loss of revenue from parking tickets. The list goes on and on. The neighbor showing his sexual organs to our blink camera is in the hands of the prosecutor's office. The city needs to stop giving them a free ride and show some courage and deny the parking lot, it is a lawsuit waiting to happen. No lights, no security, no cameras, and often unattended. Some cars don't leave the lot until after 10pm, thought it was closed at sunset??? Thats a joke.

We are moving out today due to all this, I will be following this closely and will be posting on Facebook, Next door, Instagram, and every other social media site I can about this garbage I am sure many other St Pete Beach residents will be curious as to why this parking lot doesn't have to follow city codes. People love a good story.

It is criminal what they did to us. Lying to us from day one saying "they never had a problem with the neighbor". The last 3 tenants tell me otherwise and said the landlords were well informed. I could give 2 you know whats about the parking lot but since they lied to me and let me move in with a 12-year-old next

to a man with a history of arrests for drugs, alcoholism, violence and theft I am on a mission. I have videos and the public loves videos.

Regards
James Hayden

James Hayden

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

All government correspondence is subject to the public records laws.

Brandon Berry

From: Hayden <hayden@teamtampa.com>
Sent: Tuesday, October 31, 2023 2:48 PM
To: Brandon Berry
Subject: Re: 5090 Gulf Blvd

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board has backed down from their attorney. I watched the meeting September 13th. Thank goodness for the one woman who was grilling him. It is an out and out lie to say "most" of the lot is grass. Not even close. Anyone with 2 eyes can see that. City codes say lot has to be one surface, regardless of what that surface is. He is telling you how its gonna be when it should be the other way around. Also, the triplex is the primary business, can't have 2 primary businesses on same lot. Lets add another...porta potty are for temporary use approvals. They want their full-time parking lot but don't want to put up the bathroom that they were told about years ago. They knew when moratorium was lifted, they would have to comply, they didn't, haven't and won't. If they do put the bathroom in, you can be sure I will notify whoever I need to make sure it complies with the Americans with Disabilities Act.

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Tuesday, October 31, 2023 2:30 PM
To: Hayden <hayden@teamtampa.com>
Subject: RE: 5090 Gulf Blvd

Not operating under an approval might lead to permit revocation. I mentioned to please reach out to code enforcement if you find a condition is being violated – staff need to be able to document this information.

From: Hayden <hayden@teamtampa.com>
Sent: Tuesday, October 31, 2023 2:21 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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They haven't complied with your other requests, what makes you think they are going to start now? We have never seen their son on the property. The owner is a 78 year old man, you think he will be there when lot is open from 9am to sunset? They will tell you whatever you want to hear, just like they told me they never had problems with him and other tenants. The 3 previous tenants, 4 if you include me, have all had problems with him and contacted the landlords and then when they did nothing, contacted the Sherriff's department. As Charlie Murphy used to say on the Chappell show "he is a habitual line crosser". Lot is unattended more than it is attended.

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Tuesday, October 31, 2023 2:11 PM

To: Hayden <hayden@teamtampa.com>

Subject: RE: 5090 Gulf Blvd

James,

I spoke with the owner earlier. If the temporary approval is extended only the owners and their son would be permitted to operate the use in the additional 30 day period, which they agreed to. That would be made a condition of approval.

Sincerely,
Brandon

From: Hayden <hayden@teamtampa.com>

Sent: Tuesday, October 31, 2023 2:04 PM

To: Brandon Berry <bberry@stpetebeach.org>

Subject: Re: 5090 Gulf Blvd

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Brandon

after doing some research on Michael Michaud 1/7/1965 we were stunned to learn of his extensive record with law enforcement. Michael is the one that tends to the parking lot and lives on the premises. This is who you will have dealing with your tourists:

felony for dealing in stolen property
felony driving while license revoked 3 times
felony grand theft (over 10k)
felony possession of crack cocaine
felony possession of morphine 2 times
misdemeanor domestic battery 2 times
misdemeanor battery
misdemeanor criminal mischief
misdemeanor writing false checks
misdemeanor giving false name to law enforcement
and over 90, yes NINETY traffic infractions.

All this info is on Ken Burkes clerk of Pinellas county website. This is the same person the landlords claim "has never caused a problem". His exposing of sexual organs video is the hands of the prosecutor's office.

This is on top of all the "rules" they have ignored in regards to the parking lot. If that lot gets approved then the fix is in.

regards
James

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Thursday, October 26, 2023 8:23 AM
To: Hayden <hayden@teamtampa.com>
Subject: RE: 5090 Gulf Blvd

It will not be November 6. I am still awaiting an updated application and response to TRC comments. The earliest the meeting would be at this point is December 12, but again that is pending the resubmittal.

From: Hayden <hayden@teamtampa.com>
Sent: Thursday, October 26, 2023 8:14 AM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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if I remember correctly from the September meeting their attorney was looking to go in front of the commission at the November 6th meeting, do you know anything about that? I want to be there.

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Thursday, October 26, 2023 6:53 AM
To: Hayden <hayden@teamtampa.com>
Subject: RE: 5090 Gulf Blvd

The temporary use expires November 9. They are eligible to request a 30 day extension.

You stated the individual in question was arrested, correct?

From: Hayden <hayden@teamtampa.com>
Sent: Wednesday, October 25, 2023 4:35 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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Brandon

There are no meeting agenda notes yet for the November 6th meeting, The temporary lot expires October 31st, is this correct? Have the filed for the permanent lot yet?

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Wednesday, October 25, 2023 3:36 PM
To: Hayden <hayden@teamtampa.com>
Subject: RE: 5090 Gulf Blvd

Thank you, I will add this to the case notes.

From: Hayden <hayden@teamtampa.com>
Sent: Wednesday, October 25, 2023 2:07 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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Hello Brandon

Just want to give you an update. The neighbor who lives on the property who is the one who works the "parking lot" for the landlords exposed his sexual organs to us on our Blink doorbell camera, the Sheriff's department arrived, he wasn't home at that moment but he returned while they were still here investigating the incident. He was arrested for DUI and resisting arrest without violence. The video footage was taken by the deputies and now goes to the prosecutor's office. The case # is SO23-344587. He is well aware of the fact that we have a 12-year-old son. Be aware that you have a person like this dealing with the public on a SPB sanctioned parking lot.

From: Hayden <hayden@teamtampa.com>
Sent: Saturday, October 21, 2023 10:30 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

they are bad people, worst I have ever met in my life. Code enforcement will be called as this is an illegal dwelling. When I moved in I asked for screens on the windows and he said "don't worry about it, you don't pay for air or heat". I thought that meant they did but as it turns out it is the upstairs apartment that pays. He subdivided this apartment. I have no control over anything regarding ac/heat. Tomorrow I am informing the tenants upstairs of this little fact. Go back and watch attorney Tim Driscoll tell you all it is a duplex, 2 apartments...NOT TRUE.

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Saturday, October 21, 2023 7:10 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

I am sorry to hear that. We are reviewing this as a new use, and there is no guarantee any of the requirements are waived. I understand the situation is changing, but like I mentioned please reach out to code enforcement if some aspect of the temporary approval is not being followed. Staff need this information for the permanent request.

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From: Hayden <hayden@teamtampa.com>
Sent: Saturday, October 21, 2023 3:57:12 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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Also, the attorney made incorrect statements, it is NOT a duplex with 2 units, there are 3 units on the property and that outside lounge area he mentioned is NOT for the tenants, we were told that is for the tenant in #3 only.

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Wednesday, October 18, 2023 1:05 PM
To: Hayden <hayden@teamtampa.com>
Subject: RE: 5090 Gulf Blvd

Yes, it looks like he was city attorney for St. Pete Beach from 2003 to 2007.

From: Hayden <hayden@teamtampa.com>
Sent: Wednesday, October 18, 2023 9:05 AM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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good morning Brandon

Is the attorney for Hattak LLC Tim Driscoll the same Tim Driscoll that used to be the city of St Pete Beach attorney?

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Saturday, October 14, 2023 5:41 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

James,

I understand. The use will be reevaluated under the conditional use permit after the temporary permit expires at the beginning of November.

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From: Hayden <hayden@teamtampa.com>
Sent: Saturday, October 14, 2023 5:28:58 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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maybe you didn't misspeak, the obvious spots for the 4 tenants spaces should be the 4 spots that are closest to the house...Again, my designated spot is the spot smack dab in the middle of the lot where cars have to turn next to. 4 spots on southern side of house are most protected spots in the lot.

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Saturday, October 14, 2023 5:12 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

Apologies James, I misspoke. The western spaces are where the cones should be.

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From: Brandon Berry <bberry@stpetebeach.org>
Sent: Saturday, October 14, 2023 5:11:21 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

I understand. If the cones are not present at the southern spaces please feel free to call code enforcement. They are familiar with the temporary agreement. I am not in the office on weekends, but they will be or will be able to route you to the on-duty sheriff.

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From: Hayden <hayden@teamtampa.com>
Sent: Saturday, October 14, 2023 5:04:38 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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the southern side is not where they put the cones. Also, when they do put the cones out the cones are on the other side of the car stop, so they do nothing. Notice in the photo that there are no cones today...the busiest day of the week.

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Saturday, October 14, 2023 4:59 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

James,

If you find the temporary approval is being violated and it is over a weekend please call code enforcement at 727-367-2735. Those spaces at the southern side of the building are to be marked with cones and available to tenants at all times.

There is less than one month remaining on the temporary approval. The use has operated for several years now without prior incident. If there are additional items that are needed to protect public health and safety they can be addressed during the permanent approval request.

Sincerely,
Brandon

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From: Hayden <hayden@teamtampa.com>
Sent: Saturday, October 14, 2023 4:37:41 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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in the photo my car is on the left and the tenant in unit 3 is on the right. The other 2 spots are for apt #1. All 4 spots according to conditions of use say "tenant parking only AT ALL TIMES". There is a parking spot less than 32 inches from my back door, why am I not allowed to use that one? Why does my spot have to be the most vulnerable spot in the lot? I beg you to come look and tell me differently. It makes no sense to me that the 4 spots that back up to the house are not the 4 spots for the tenants. Instead, parking lot customers park there and undress out of their wet bathing suits with their asses facing my window...I have a 12-year-old son. This is the same door I was told is NOT an egress because of their parking lot. Please come on a Saturday after 3pm...

I will look for a new place to live this week and contact a lawyer. Not many rentals available at the moment (on/near the beach). So much for the "implied covenant of quiet enjoyment"

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Saturday, October 14, 2023 4:16 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

James,

Do you have evidence the spaces are not being reserved for the residents? That was a condition of approval for the temporary use.

I do not have a date for the public hearing yet. I am still waiting for the application to be resubmitted. I anticipate it will be mid-November or early December at this point.

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From: Hayden <hayden@teamtampa.com>
Sent: Saturday, October 14, 2023 2:49:17 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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They have no respect for the 4 spots that are supposed to be "tenant only" owner told me to "fuck off I own this property" I have it all on video

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Tuesday, September 19, 2023 10:55 AM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

Good morning,

This is a new request so the conditions will be newly contemplated. The city's sewer moratorium expired around the time the development order for the prior conditional permit expired, which may explain the distinction. We are now fully out of the moratorium and sewer service is available.

I have attached the comments that were provided to the applicant at TRC.

Sincerely,
Brandon

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From: Hayden <hayden@teamtampa.com>
Sent: Tuesday, September 19, 2023 10:32:22 AM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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good morning Brandon

I was reading the minutes from your September 13th meeting and have a question. It states committee/staff comments and questions are "part of the record". Where can I find these comments and questions, they are not in the meeting minutes.

Also I had a good laugh at the attorney's #4 - the owner cannot afford to install a permanent toilet. lol, Property is assessed at \$891,798 with a market value of \$1.1 million. They hold no mortgage. They have turned down a 3.5 million offer. Their waterfront home in Vina Del Mar has a market value of \$1.3 million. Hardly roughing it.

Aside from that, the permanent toilet is another condition from the temporary lot that went COMPLETELY IGNORED. 24 parking spots at between \$10-\$40 per car...do the math. Money is and was there.

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Wednesday, September 6, 2023 7:07 AM
To: Hayden <hayden@teamtampa.com>
Subject: RE: 5090 Gulf Blvd

James,

I understand your concerns. Some of them may coincide with the criteria staff reviews for CUPs. I do want to reiterate that the city does not review leases or enforce lease terms. If you find there is a violation of the state landlord and tenant act, or your lease terms, you will need to speak with someone who is qualified to assist like a housing advocate or attorney. You can contact city code enforcement if the property is in violation of the city's [property maintenance standards](#) at codeenforcement@stpetebeach.org.

I would not say that any condition is too little, too late. This is treated as a brand new permit request, although there is now a history to review. If the Commission finds a condition in the best interest of health, safety and welfare and mitigates concerns, it can be assigned as required.

Sincerely,
Brandon

From: Hayden <hayden@teamtampa.com>
Sent: Tuesday, September 5, 2023 6:21 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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Thank you, I will thoroughly read the ordinance. Quickly glancing at it I don't see any proper pedestrian walkways in this parking lot, not to mention people parking here are parking here for the beach. As they exit this parking lot there is NO SIDEWALK to the beach. It is also grass, dirt and broken concrete, if somebody trips and falls who is liable? Speaking of insurance, is this commercial lot required to have insurance? My car getting hit is a real possibility with over 30 vehicles coming in and out (daily in season).

This parking lot was not discussed with us prior to us signing the lease July 24th, 2023. They couldn't get the money out of our hands fast enough. Telling us that the back door to the apartment is not an entrance and egress is probably a fire code violation. As for "outdoor enjoyment", we were told our son can't play outside, I was also told I can't dry my beach towels out there. Do you see where my concern is coming from? They are trampling on my lease, and it seems like they may have a blessing from the city to do so. How does the city feel about the fact that they approach all the cars that park on 51st street at the city meters and tell them to park in their lot, this happens constantly. It is a free for all here on Saturday's and since I have lived on the beach in Treasure Island for 15 years, I know what I can expect "in season".

As for the variance, too little too late. They ignored the provisions in the original conditional use permit. Yes, ignored the commissioners.

On another topic, what happens if there are no electrical outlets working in the bedroom? Who handles that? It is "in the process" of getting fixed but its been over 40 days and still nothing...."getting estimates"

regards
James

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Tuesday, September 5, 2023 5:32 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

James,

The parking space requirement code was changed by the City Commission. It is in the code link I sent, or you can see the signed ordinance here: <https://www.stpetebeach.org/DocumentCenter/View/2409/2022-06-PDF>

Part of using the lot for commercial parking requires the lot to contain greenspace or other surface that prevents erosion. The surface condition is evaluated as part of the CUP.

The moratorium was lifted in 2021 as I recall. This may have put the conditional use out of the 90 day range for the restroom. The CUP is not currently active and restroom facilities will be considered as part of the new application. The same applies for the parking spaces - the code changed and the applicant is subject to the one in place at time of application.

Sincerely,

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From: Hayden <hayden@teamtampa.com>
Sent: Tuesday, September 5, 2023 4:41:23 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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Brandon

Thank you for the reply. If the variance was just applied for that means they ignored what the city commission requested in original use approval. As for the restroom, that was to be done within 3 months of the moratorium being lifted. The hedges on the west side of property were never put in as required. What about the surface? A commercial lot is allowed on grass, dirt and broken concrete?

As for the lease, it states 2 parking spaces but I am still looking for an answer as to when the city code changed or why this new petition takes a way a parking spot. It clearly states in the original application that 2 spots per dwelling be available AT ALL TIMES. In your first reply to me you stated the code has changed since 2018. Is this code changed by the city commission, code enforcement? building codes? Where do I find the change?

regards
James

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Tuesday, September 5, 2023 4:22 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

James,

Yes, three units puts a building into the multifamily category.

The residential use of the property is something we will bring up at TRC next week. The parking lot would need to be considered primary if they wish to move forward with it.

Yes, the variance was a recent addition.

I have not heard what they plan to do about the restroom. These tend to be items that are addressed at TRC, which has not occurred yet. We do attempt to address questions shared by those directly impacted, so if you have a list of concerns please send them to me and we will address them next week as time permits or in the staff report if it does not.

I understand your concerns, but if there is a lease violation it needs to be taken up with the owners or an individual specialized in housing. There is some overlap in considerations with CUPs, but we cannot enforce lease terms.

Sincerely,
Brandon

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From: Hayden <hayden@teamtampa.com>
Sent: Tuesday, September 5, 2023 4:06:32 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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Brandon

There are 3 "apartments" in the house, does that put us under the "residential, multifamily" category? If so, how can it be residential if there is a commercial lot on the property? If we are under the residential multifamily category when did the code change to "one space per bedroom". I would also like to point out that in the parking plans for this property space number 28 is literally less than 36 inches from my back door. Would you want a stranger parking that close to your door? As for the variance, did they just apply for that recently? Has the sewer moratorium been lifted? if so, do they have plans to install a "real" bathroom with sink as requested in original granted use? Again, would you want a porta potty in your backyard? Hattak LLC already has a business on this property with leases that say the tenants are entitled to quiet enjoyment of the property "and outside areas". These are some of the concerns I have, but there are more.

Regards
James

thanks
James

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Tuesday, September 5, 2023 3:44 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

James,

Parking requirements are part of a city code. You can find them here: https://library.municode.com/fl/st._pete_beach/codes/land_development_code?nodeId=CO_DIV23PALO_S23.4G_EPARE

You can read the original resolution here: <https://www.stpetebeach.org/DocumentCenter/View/788/2018-16-PDF>

The sidewalk easement was not obtained by the city, but is required if the forthcoming CUP is approved. The applicant applied for a variance to not require installing that sidewalk, so it could be waived again if the variance is approved.

I am not aware of other resolution violations, other than the applicant operating the lot without an active CUP, which is currently permitted through the temporary permit.

Sincerely,
Brandon

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From: Hayden <hayden@teamtampa.com>
Sent: Tuesday, September 5, 2023 2:52:13 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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good afternoon Brandon

In regards to the parking spaces for tenants at 5090 Gulf Blvd you said the code has changed since the original conditional use commercial parking lot was granted. Is this city code, building codes? Where can I find this information? Also has anyone reviewed the original resolution? There were conditions put in by the city commissioners, were these conditions followed?

Regards,
James Hayden

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Friday, September 1, 2023 1:19 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

James,

The four parking space requirement is based on the requirements of the code, which have changed from two per unit to one per bedroom since the original approval was granted. To our understanding, the building has four or fewer bedrooms.

If there is a separate requirement in your lease that those two spaces be provided, that would be required as part of the lease rather than the city code, which applies the same to everyone city-wide. It is something that staff could mention at the meeting, but that is just a difference between the private lease agreement and the city code requirements. The four spaces is also a minimum - there is nothing wrong with them reserving six spaces to residents if they wish or are required to as part of the lease agreement.

Sincerely,
Brandon

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From: Hayden <hayden@teamtampa.com>
Sent: Friday, September 1, 2023 1:11:10 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Re: 5090 Gulf Blvd

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ok thanks

1. in original motion that was granted in 2018 is stated 2 parking spots per dwelling, there are 3 dwellings which would equal 6 spots. In the new version it only allows one parking spot per dwelling. My lease allows for me to have "no more than 2 licensed automobiles". Will I be losing a parking spot? If so, why?

I have more but we can start here.

thanks

James

From: Brandon Berry <bberry@stpetebeach.org>
Sent: Friday, September 1, 2023 12:50 PM
To: Hayden <hayden@teamtampa.com>
Subject: Re: 5090 Gulf Blvd

James,

You can direct them to me.

The September 13th meeting is a staff meeting that the public can attend, but there will be a subsequent City Commission meeting where public comment is permitted.

Sincerely,
Brandon

From: Hayden <hayden@teamtampa.com>
Sent: Friday, September 1, 2023 12:49 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: 5090 Gulf Blvd

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Good afternoon,

I am writing in regards to the request for a commercial parking lot (5090 Gulf Blvd) where I currently reside with my family. According to the meeting packet scheduled for September 13, 2023 it states the public may attend but will not be able to comment. I have a few questions. Who do I direct them too?

Thank you

Regards

James Hayden

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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to approve Resolution 2023-25.

Strategic Objective: Long-range planning

Date: December 12, 2023

Prepared By: Brandon Berry, Planner II

Through: Wayne Saunders, Interim City Manager

Summary of Issue: SB 102, the "Live Local Act", was signed into law in Florida in March 2023. Among the most impactful components of the Act is a significant local zoning preemption on new housing or residential mixed-use projects that are guaranteed to have a minimum of 40% of their units as affordable for over 30 years. The Act also requires that municipalities publish a list of all real property to which the municipality holds fee simple title within its boundaries that is appropriate for affordable housing. At this point in time, what constitutes "appropriate" is undefined in the statute.

Staff has prepared recommended criteria for appropriate affordable housing suitability pertaining to land use, resiliency, land suitability, and environment/social justice. Based on these criteria, the City does not currently contain any municipally-owned land in fee simple title that is appropriate for affordable housing.

This list must be updated every three years and posted to the website. Should statute requirements or municipal land ownership change in the next three years, the criteria and parameters will be reconsidered at that time.

Staff is recommending approval of Resolution 2023-25.

Funding: N/A

Attachments:

1. Resolution 2023-xx Surplus Affordable Housing Property

RESOLUTION 2023-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING AN INVENTORY LIST OF MUNICIPAL OR DEPENDENT SPECIAL DISTRICT PROPERTY UNDER FEE SIMPLE TITLE OWNERSHIP WHICH IS APPROPRIATE FOR USE AS AFFORDABLE HOUSING PER SECTION 166.0451 OF FLORIDA STATUTES; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, SB 102, the "Live Local Act", was signed into law on March 29, 2023 and requires the City to prepare an inventory list of all real property within its jurisdiction to which the municipality or a dependent special district holds fee simple title and is appropriate for use as affordable housing.

WHEREAS, the City of St. Pete Beach contains no dependent special districts.

WHEREAS, as of the date of publication of this Resolution, the City is listed as owner of 48 parcels of land according to the Pinellas County Property Appraiser.

WHEREAS, for purposes of this inventory, the City Commission accepts the criteria listed in the supplemental City of St. Pete Beach 2023 Affordable Housing Surplus Land Inventory List as evaluative criteria for purposes of determining surplus land suitability.

WHEREAS, based on the aforementioned Inventory List, the City Commission finds there is no City-owned land in the jurisdiction that meets the suitability criteria for affordable housing.

WHEREAS, this Resolution has been properly noticed.

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 attached City of St. Pete Beach 2023 Affordable Housing Surplus Land Inventory List and finds there is no City-owned land in the jurisdiction that meets the suitability criteria for affordable housing.

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 Petrilă, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

City of St. Pete Beach 2023 Affordable Housing Surplus Land Inventory List

Criteria for Affordable Housing Suitability:

- **Land Use**
 - The property's Future Land Use Map Designation allows for residential uses as a permitted or conditional use, or the land is classified as eligible for multifamily housing development under Section 166.04151 of Florida Statutes;
 - The property is not currently used for a specific City use, and has not been approved for development under an active development order and/or earmarked for a different specific City use.
- **Resiliency**
 - The surplus property is located outside of the Coastal High Hazard Area, 100-year floodplain, and does not contain other environmentally sensitive land.
- **Land Suitability**
 - The surplus property is of the minimum size to support a development based upon the zoning criteria, or is otherwise eligible for development pursuant to Land Development Code Sec. 1.3.
- **Environment/Social Justice**
 - The location of housing on the site would not be impacted by adverse environmental or social justice factors, unless such adverse factors are mitigated.

Based upon the above, the City Commission finds the following City-owned parcels suitable for affordable housing:

Address	Legal Description
None	N/A

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Discussion Item: Pass-A-Grille Trash Pickup Update

Strategic Objective:

Date: December 12, 2023

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Introduction: The platting of the Pass-a-Grille neighborhood incorporates an Alley system of E-W and N-S connectors generally South of 22nd Avenue of the peninsula between Gulf Way on the West and Pass-a-Grille Way on the East. The Alley system appears to have been modified in numerous locations over the years and are of a variety of widths ranging from 10 feet for the E-W Alleys and generally 18 feet for the N-S Alley's. The Alley system incorporates a variety of utility easements including electric, gas, potable water, sanitary sewer, stormwater and communications.

Waste Connections has been providing waste collection services for the past 23 years. During that time, the N-S Alleys have been used for residential and commercial garbage, vegetation and recycling collection. Alleys adjacent to commercial properties are also used for material deliveries and dumpster positioning. At no point during the current contractor's time has an E-W Alley been traversed by a collection vehicle. Workers have walked down the Alley's to bring garbage containers to the N-S Alley where the garbage trucks previously were able to maneuver. One point to note is that the approximately 130 residents on the E-W Alley system for garbage collection all bring their vegetative debris to the street curb and those that choose to recycle bring their recycling containers to the street curb.

Discussion: Since 2016, St. Pete Beach Public Works and Waste Connections have been discussing operational challenges associated with the growing difficulties in continuing to use the Alley Way System. Over the past several decades encroachment into the N-S Alley way

space has increased and all residences on the E-W Alley system remain inaccessible by a garbage collection vehicle. Fences, driveway curbing, trees, shrubbery, poles, vehicle parking and other objects have intruded into the driving space to the point that many of the N-S Alleys have become increasingly inaccessible and, in many locations, too dangerous for the garbage trucks to travel.

Damage to the vehicles and injuries to the workforce have risen well above industry standards and are now at unacceptable levels.

As a result of these difficulties, a postcard announcing changes to our collection process was mailed to each property in the area three weeks in advance of the August 21, 2023, implementation date. On that date, garbage, vegetation and recycling collection moved from the N-W Alleys to the avenue and street curb system. Public Works received few inquiries until the week of and after implementation. During the following weeks, numerous complaints were received including inconvenience, general comments about trash on the streets being unsightly, trash cans would create safety hazards and the look and feel of cans on the avenues would change the character of the neighborhood and dampen tourism. As such, Public Works was asked to investigate the obstacles to Alley way collection and provide possible collection solutions.

Investigation and Results:

On October 18, 2023, Ian Boyle and Bill Krimmel with Waste Connections, Kaitlyn Roy, Public Works Operations Manager, and Bill Loughery, PAG Resident and Chair of the Historic Preservation Committee, rode together through the majority of the alleyways and documented locations where encroachment of any type would hinder the safe travel of a garbage truck.

The attached report identifies the approximate location of encroachments in the following categories:

• Inaccessible via Collection Vehicle	128
• Private Infrastructure Encroachments	13
• Public Infrastructure Encroachments	7
• Parking Encroachments	17
• Vegetation Encroachments	32

Upon a more precise review, the number and type of encroachments is expected to change.

Alternatives and Possible Solutions:

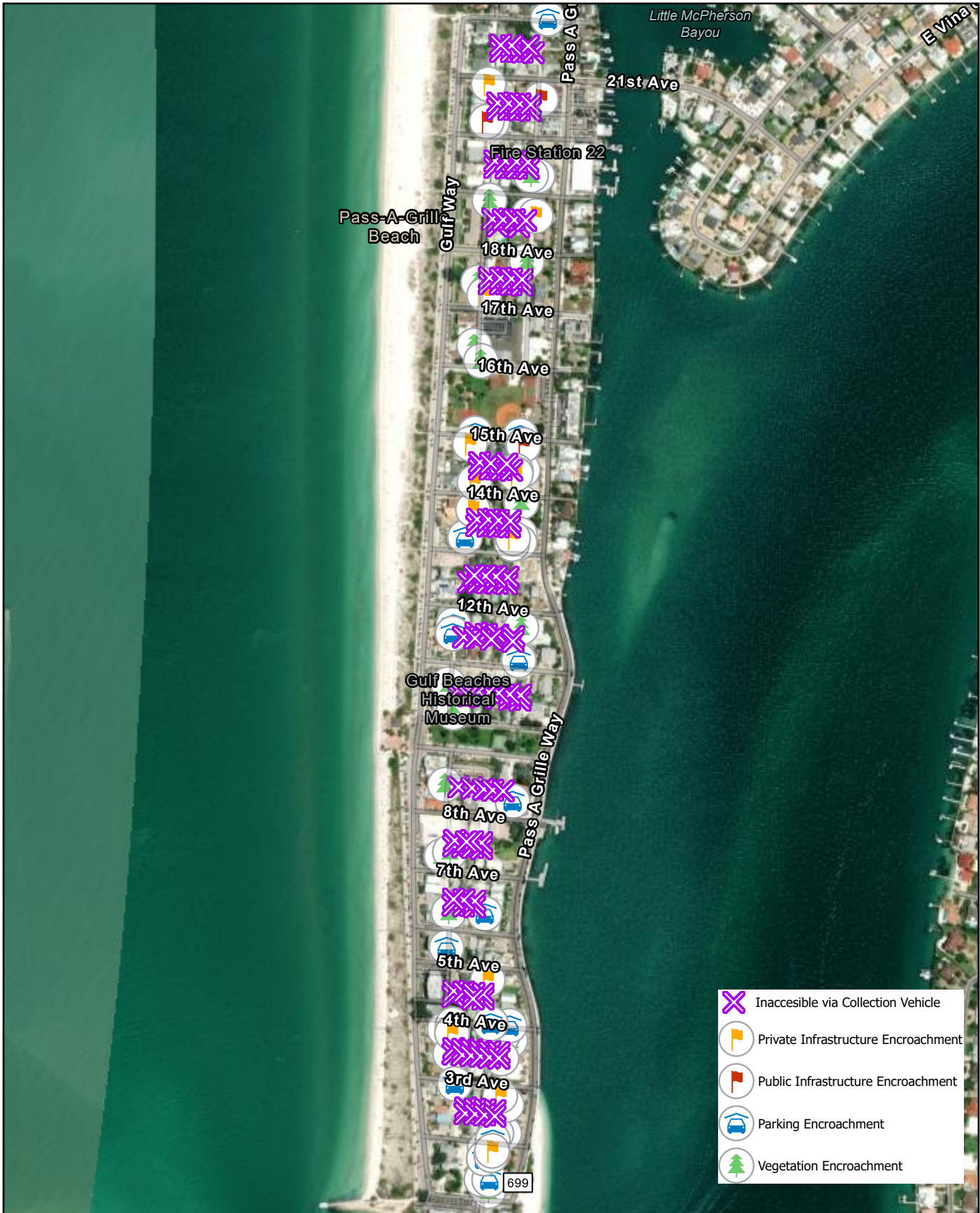
1. Eliminate encroachment issues and return to the Alley way collection. This will require:
 - a. Coordination with electric utilities to move poles.
 - i. This process could take up to a year if it is possible at all.
 - b. Coordination with communications utilities to shift aerial wiring.
 - i. This process would follow the electric utility movement of poles.
 - c. Prohibit parking and storage of vehicles in easements.
 - d. Prohibit parking and storage of vehicles that extend into the alley right of way.
 - e. Removal of public parking spaces at locations that restrict turning movements.
 - f. Removal of fences and other structures that extend into the alley right of way.
 - g. Prune and possible removal of vegetation including plantings, shrubbery and trees.
2. Remain as is with the change in place.
3. In discussion with Waste Connections representatives, they clearly stated that the encroachment issues listed in Alternative 1 would have to be resolved for each N-S alley in order for them to return to the same service process that existed prior to the change. Encroachment issues in the E-W alleys should be addressed by the City. However, they would not impact service since the trash containers are collected by walking down the alley and bringing the containers to the truck on the N-S alley.

Conclusion:

From an operational perspective, any of the three alternatives are feasible. However, if alternative 3 is selected, the time to manage and remove the encroachments could take up to 18 months. In a few specific locations where public infrastructure is the issue, removal of the obstacle may not be possible.

Attachments:

1. Pass-a-Grille Alley Encroachments

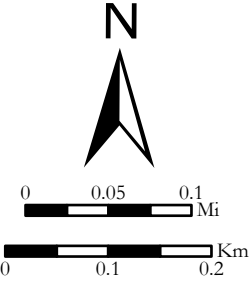


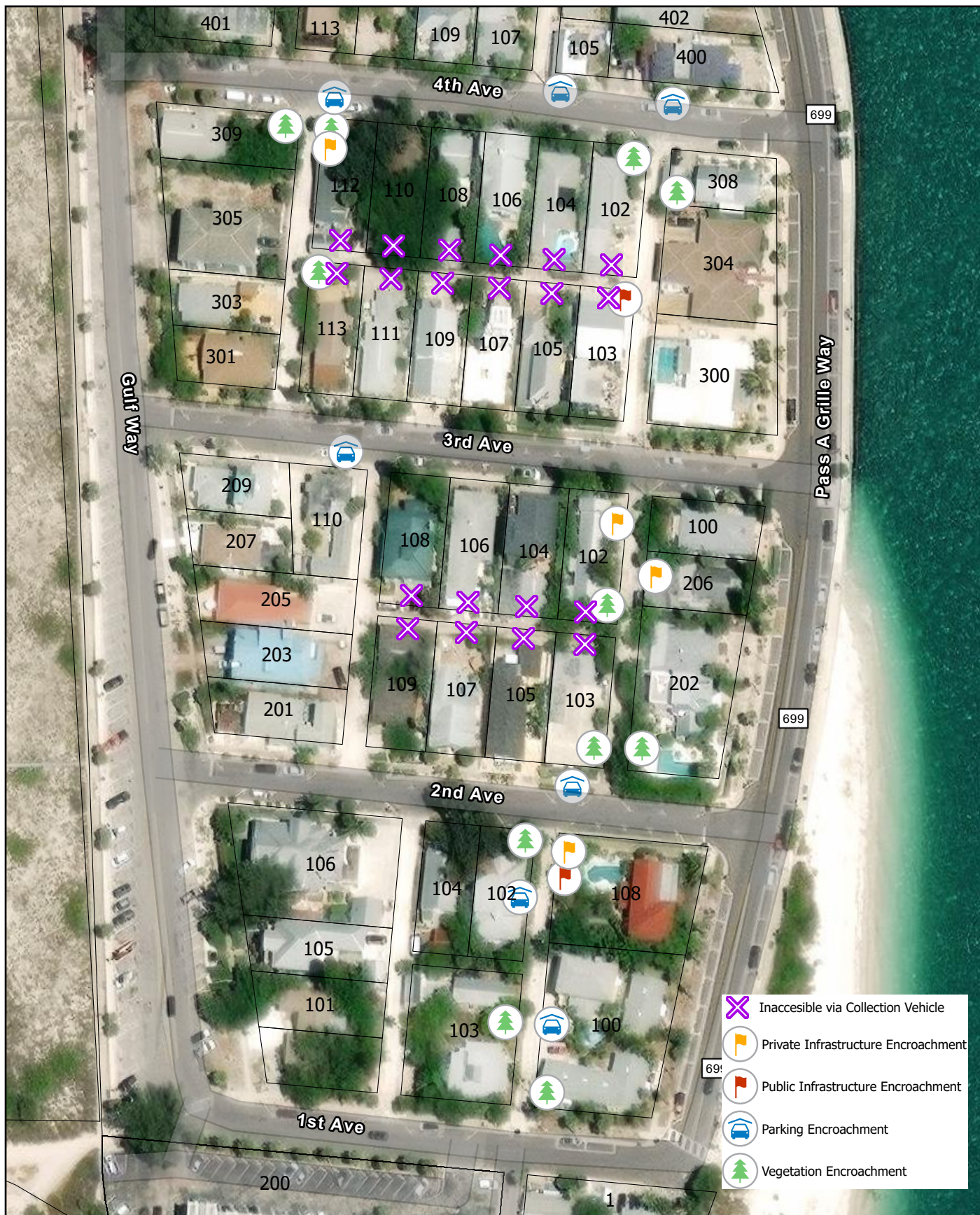
Pass-a-Grille Alleyway Encroachment

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Pass-a-Grille Alleyway Encroachment 1st Ave to 4th Ave

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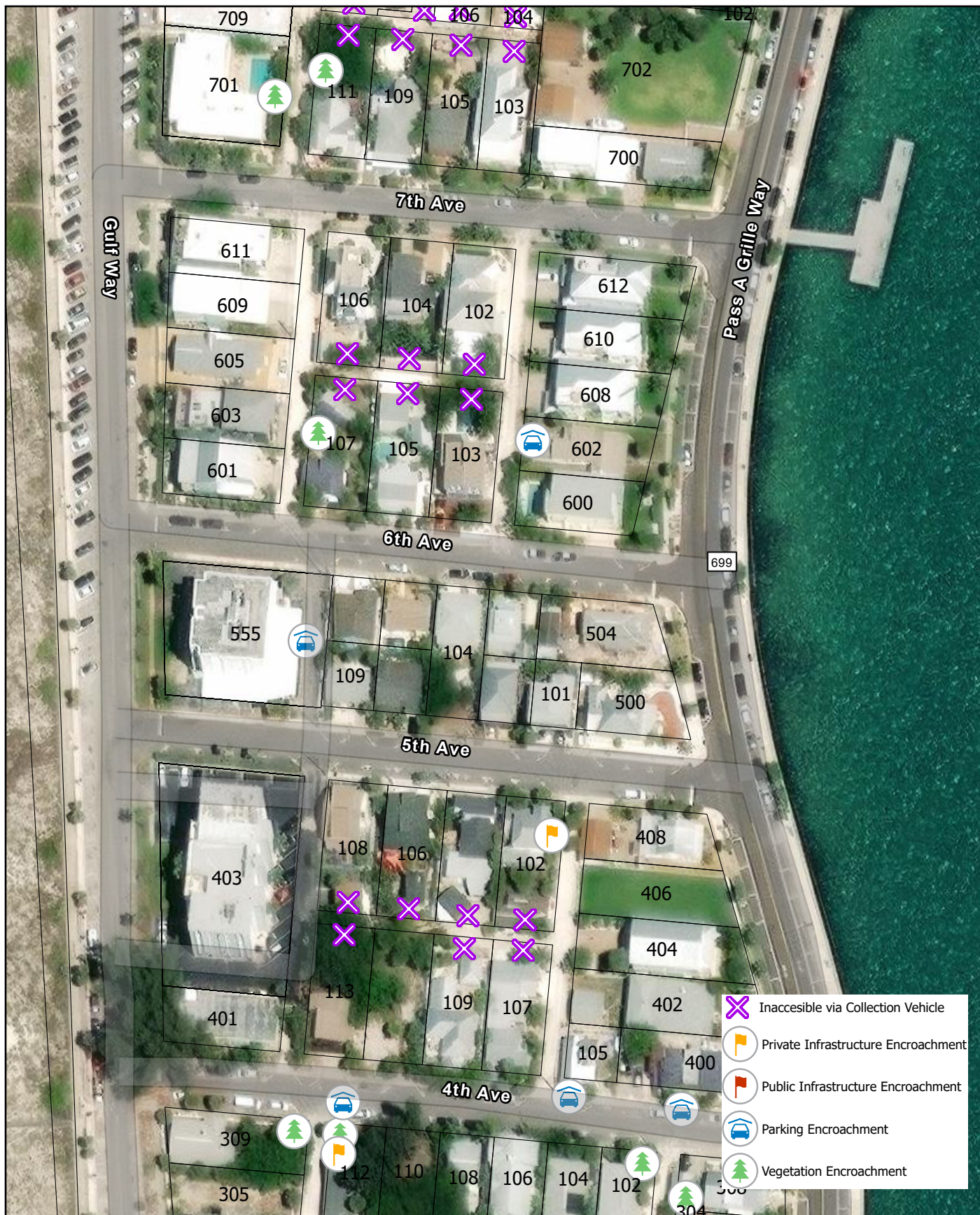
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- Inaccessible via Collection Vehicle
- Private Infrastructure Encroachment
- Public Infrastructure Encroachment
- Parking Encroachment
- Vegetation Encroachment

Pass-a-Grille Alleyway Encroachment 4th Ave to 7th Ave

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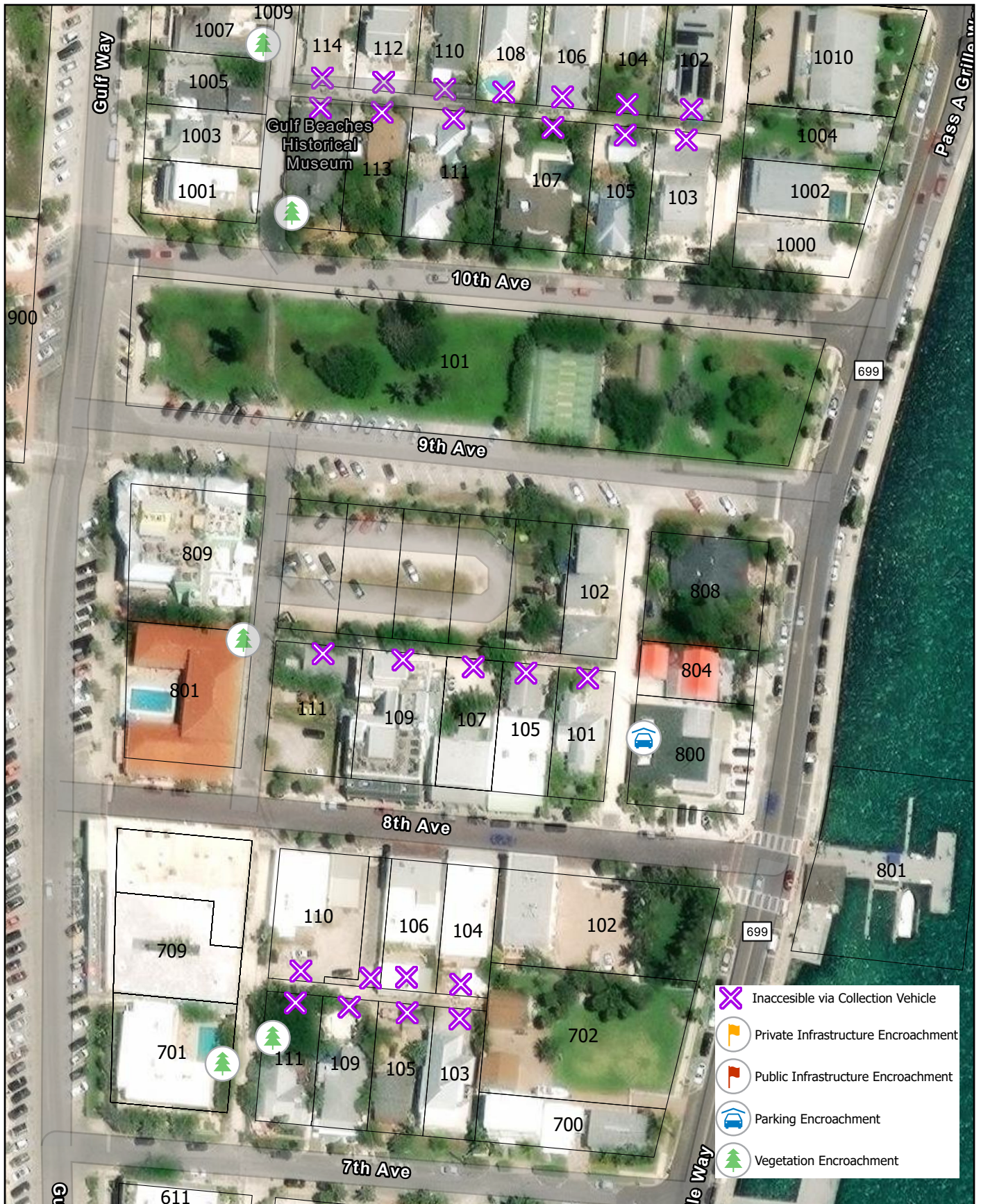
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Pass-a-Grille Alleyway Encroachment 7th Ave to 10th Ave

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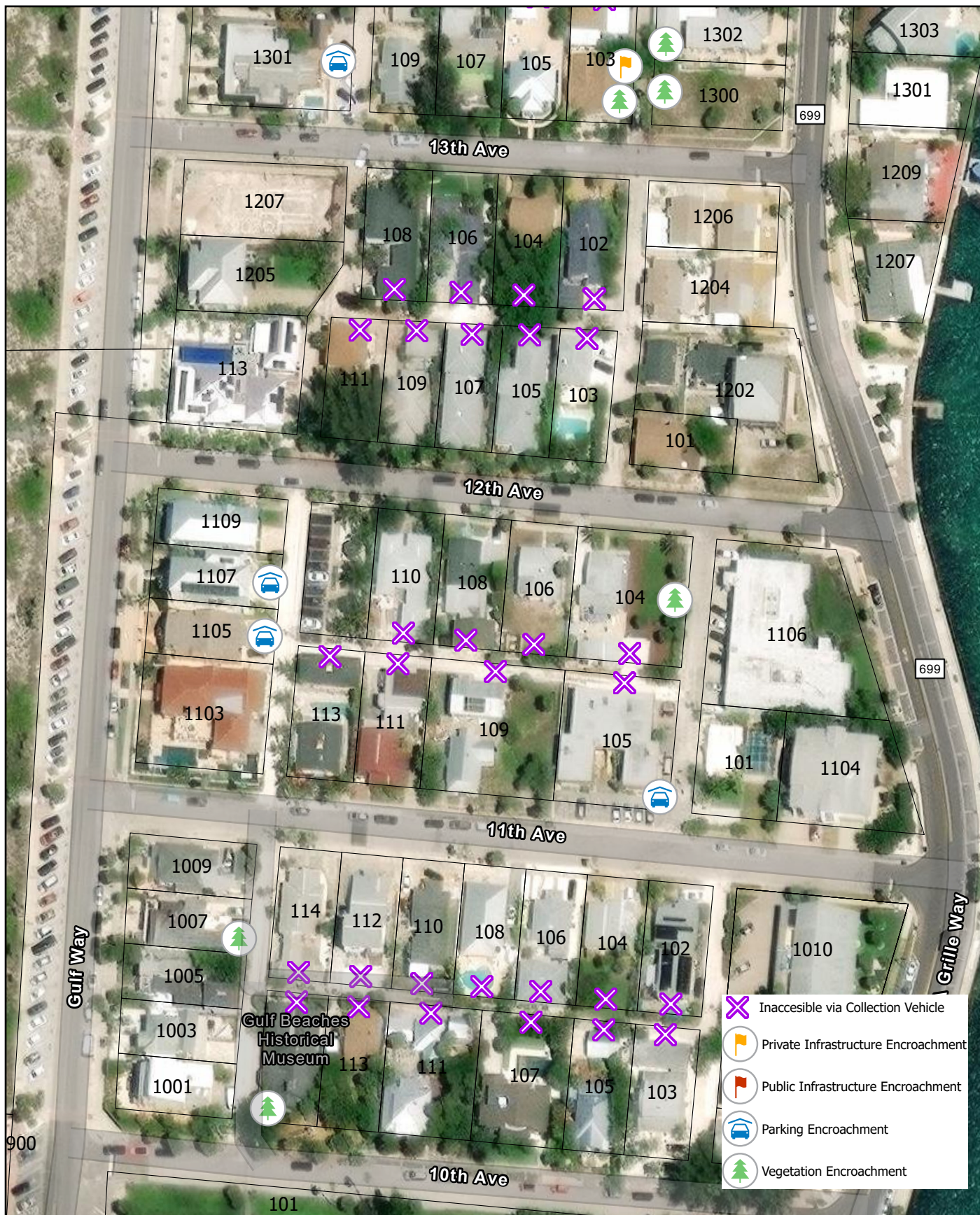
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Pass-a-Grille Alleyway Encroachment 10th Ave to 13th Ave

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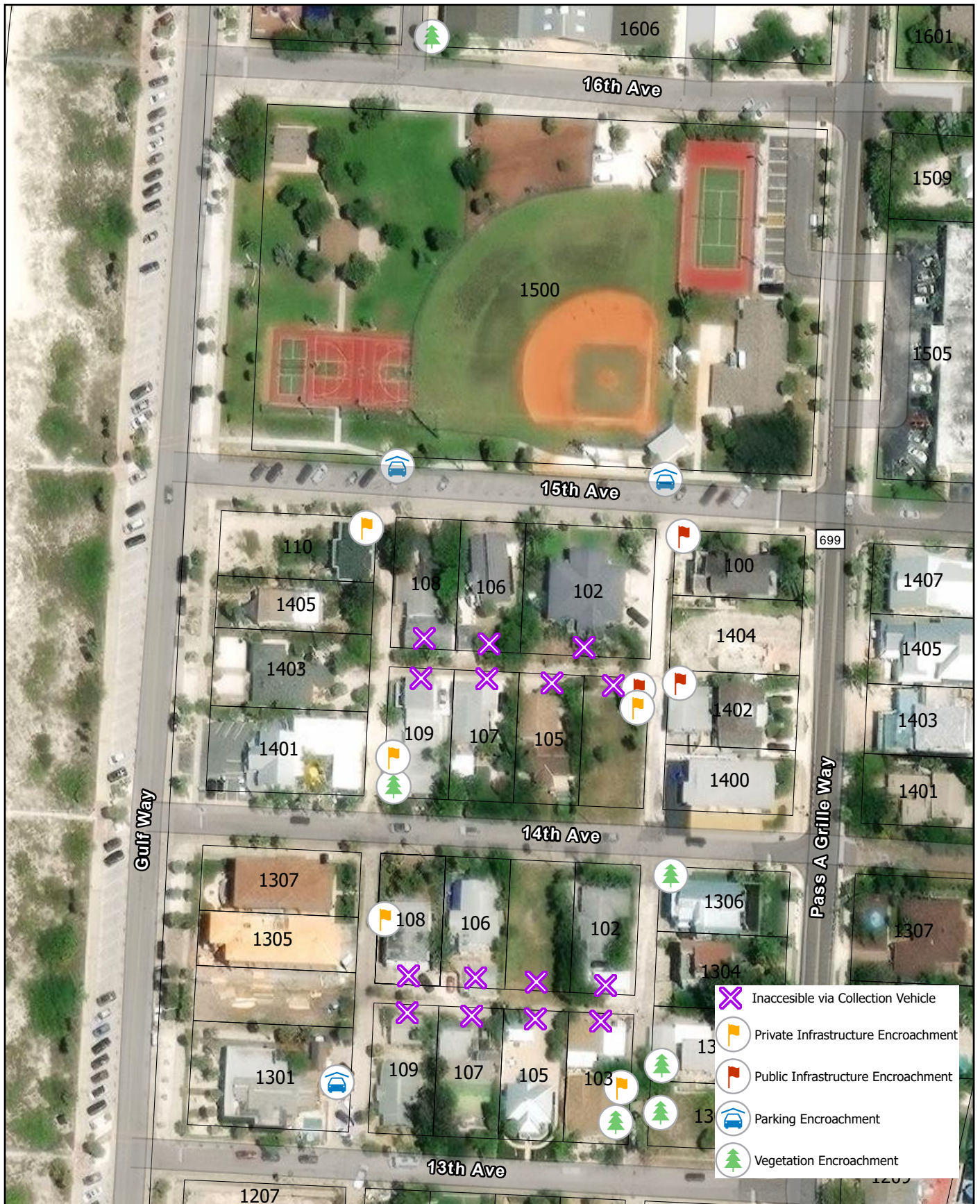
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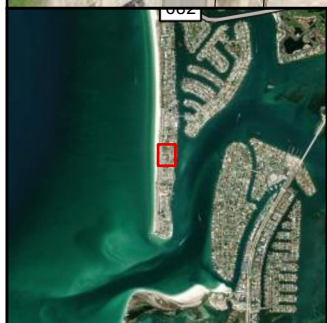


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- Inaccessible via Collection Vehicle
- Private Infrastructure Encroachment
- Public Infrastructure Encroachment
- Parking Encroachment
- Vegetation Encroachment

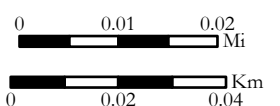


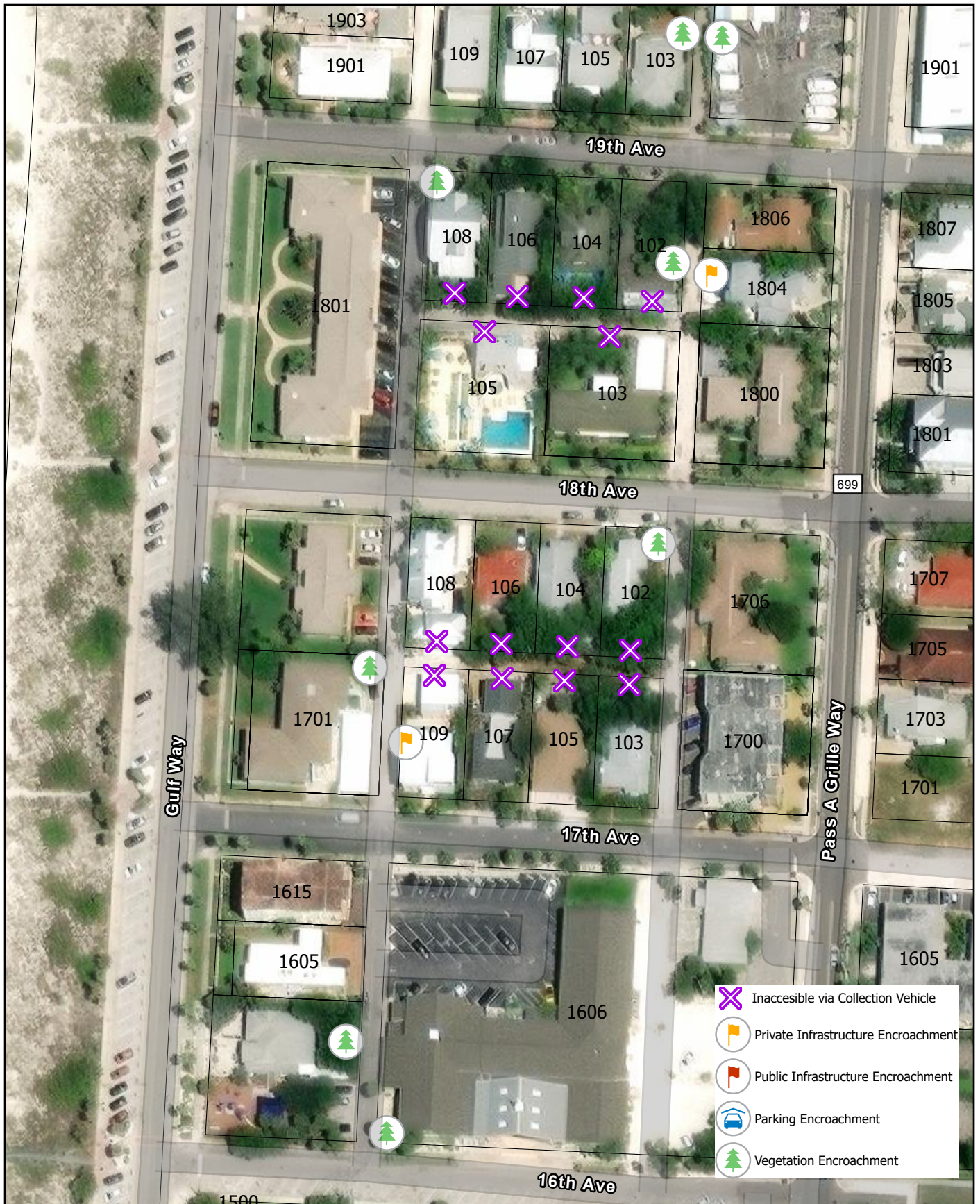
Pass-a-Grille Alleyway Encroachment 13th Ave to 16th Ave

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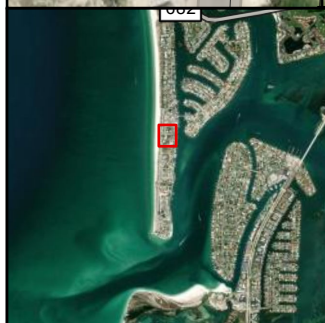
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- Inaccessible via Collection Vehicle
- Private Infrastructure Encroachment
- Public Infrastructure Encroachment
- Parking Encroachment
- Vegetation Encroachment

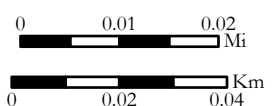


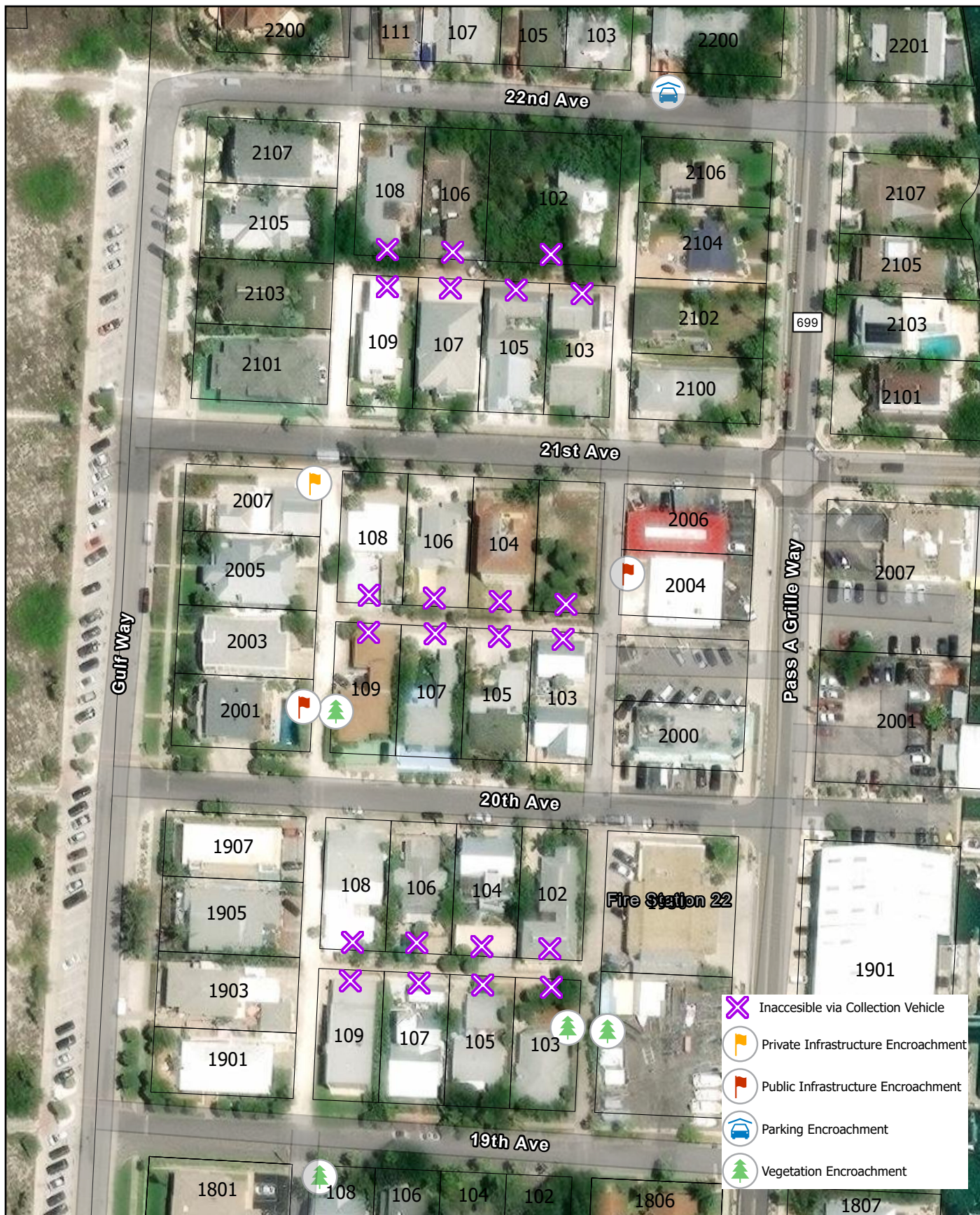
Pass-a-Grille Alleyway Encroachment 16th Ave to 19th Ave

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- Inaccessible via Collection Vehicle
- Private Infrastructure Encroachment
- Public Infrastructure Encroachment
- Parking Encroachment
- Vegetation Encroachment

Pass-a-Grille Alleyway Encroachment 19th Ave to 22nd Ave

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2023

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CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Approval of continued street closure permit through 2024

Strategic Objective: Economic Development

Date: December 12, 2023

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Wayne Saunders, Interim City Manager

Summary of Issue: On the August 8, 2023, the City Commission approved a street closure for the Corey Area Business Association (CABA) to operate a Sunday Market, every Sunday beginning August 13 - December 31, 2023. At that meeting it was discussed that CABA would return to the commission meeting with a general update and financial statement on the Sunday Market for the 4 months it was permitted.

The staff report that Penguin Productions, who are managing the market, have been good to work with. They are responsive and communicative. One improvement staff recommends going forward, is that the vetting process for vendors is clearly established (i.e. no wholesale items sold, not direct competition with store merchandise or food being sold at shops/restaurants on Corey Ave, etc.).

Staff also recommends that CABA pay a \$200 weekly Sunday lease/rent for the use of the street.

Funding: N/A

Attachments: