CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, January 9, 2024
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations -
   a. Recognition of Colette Graston's over 30 years of service with the City
2. Approval of the Agenda -

   Action Request: Motion to approve the January 9, 2024, City Commission Agenda.
3. Discussion of District 3 Vacancy -
4. 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.

5. Consent -
   a. City Commission Meeting Minutes: December 5th, December 12th, December 18th, December 21st, December 26th, December 27th, and December 28th
   b. Ellis Automated Sole Source
   c. Gulf Boulevard Undergrounding Ph 1 Change Order 4, 5, 6, and 7

d. Planning Services Agreement

e. Halff Associates Inc. Professional Service Contract Renewal

f. Hyatt Survey Services, Inc. Professional Service Contract Renewal

g. George F. Young, Inc. Professional Service Contract Renewal

h. Kimley-Horn and Associates Inc. Professional Service Contract Renewal

i. Stantec Consulting Services, Inc. Professional Service Contract Renewal

6. Action Items -

a. Southwest Little League Agreement
Southwest Little League Agreement

Action Request: Motion to authorize the City Manager to terminate the agreement with the Madeira Beach Baseball and Softball Boosters, Inc.

b. IAFF 4966 Rank And File Wage Re-Opener Agreement

Action Request: Motion to execute the International Association of Firefighters (IAFF) Local 4966 Article 24: Pay Plan with an effective date as October 1, 2023.

7. Resolutions -

a. Resolution 2023-26: Special Election and Qualifying Period
A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA ESTABLISHING THE DATE FOR THE 2024 SPECIAL MUNICIPAL ELECTION AND THE QUALIFICATION PERIOD FOR THE COMMISSIONER FOR DISTRICT 2 AND DISTRICT 4.

Action Request: Motion to adopt Resolution 2023-26.

8. Items for Discussion -

a. Floodplain Ordinance Community Meeting
Floodplain Ordinance Community Meeting

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

10. Adjournment -

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

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

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

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

https://www.stpetebeach.org/PublicComment

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

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

DRAFT
City Commission Meeting
December 5, 2023
5:00 p.m.

ELECTED OFFICIALS PRESENT:
Adrian Petrila, 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
Mike Clarke, Public Works Director
Brandon Berry, Senior Planner
Kristin Coman, Senior Planner

Mayor Petrila called the meeting to order at 5:00 p.m., followed by the Pledge of Allegiance.

1. APPROVAL OF THE AGENDA

Mayor Petrila requested a discussion before the audience comments portion of tonight's agenda to talk about the procedure of Conditional Use Permit application acceptance and, due to some recent information, if this application is valid. It was decided to add that to the Agenda after the approval and to not take public comment on that due to no action being taken.

Motion: Vice Mayor Grill moved, Commissioner Marone seconded, and the motion carried 5-0 to approve the December 5, 2023 City Commission agenda with the addition.

a. DISCUSSION ON PROCEDURAL ISSUES:

The procedural issues discussed encompassed the community meetings that were held in April by the applicant prior to submitting a Conditional Use Application. The comment card/question card/speaker card submittal to the Clerk was discussed with some discrepancies on whether the cards they turned in met the three-day requirement as stated in the Code. After the community meetings and initial filing of the Conditional Use Permit Application, an amendment was made to include a rooftop pool/dining and music. This amendment went to the Technical Review Committee in November. Mayor Petrila questioned the community meetings in April being valid because they did not include this amendment that was presented in November.

Attorney Dickman read the Comprehensive Plan and the Land Development Code which mentions the requirements for Community Meetings and the Conditional Use Permit process. The applicant must hold a community meeting at least 30 days before submitting their application for administrative approval of their site plan. The Applicant for the Permit tonight has not applied for review of their site plan, which will be done later in the process should this Permit be approved. What the City has initiated as practice for the Conditional Use Permits in the Community Redevelopment District is to require the applicants to go ahead and hold the community meeting before the Permit comes to the Commission for approval so that the applicant can address some community concerns in their site plan and Conditional Use request.

Concerning the comment card question that has been posed numerous times, Attorney Dickman reiterated his opinion that was emailed to the Commission a while back stating that he does not see a fatal flaw with their submission of question cards in July. He opined that this application does not need to go back to the Community for another meeting.

Attorney Elise Batsel, for the applicant, cited the City's Land Development Code 39.17 and stated that the applicant can hold another community meeting in compliance with this Section if that is the ask of the Commission.

2. AUDIENCE COMMENTS

City Clerk LaRowe informed the Commission and the applicant for Resolution 2023-21 that one video submission of public comment was received. Attorney Elise Batsel, for the applicant, objected to the playing of the video due to Florida State Statute rules regarding the applicant being allowed to ask questions of those who speak on a quasi-judicial matter.

Resident John Kurzman gave public comment regarding the City's current Comprehensive Plan.

3. RESOLUTIONS

a. Resolution 2023-21 (Conditional Use Permit #23053): 5300, 5350, 5380, 5390

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)(1) AND 35.4.(b) OF THE LAND DEVELOPMENT CODE, TO ALLOW THE CONSTRUCTION OF A 290 TEMPORARY LODGING UNIT, TEN STORY, 115'-6"-TALL HOTEL WITH ROOFTOP FEATURES NOT TO EXCEED 127'-6" IN TOTAL HEIGHT FROM BASE FLOOD ELEVATION ON THE NORTHERN PORTION OF THE SITE, AND A 130 TEMPORARY LODGING UNIT, EIGHT STORY, 88'-6"-TALL HOTEL WITH ROOFTOP FEATURES NOT TO EXCEED 100'-6" FROM BASE FLOOD ELEVATION HOTEL ON THE SOUTHERN PORTION OF THE SITE, ALONG WITH ANCILLARY AND ACCESSORY STRUCTURES, AND PERMIT A ROOFTOP DINING AND DRINKING AMENITY THAT INCLUDES THE PLAYING OF OUTDOOR MUSIC, TO PARCEL #06- 32-16-80172-000-0010, WITH ADDRESSES OF 5300, 5350, 5380, AND 5390 GULF BOULEVARD; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

All those intending to address the City Commission were duly sworn.

Attorney Dickman reviewed the quasi-judicial process with the Commission, reminding them of the requirements for this type of meeting. He asked each of the elected officials to announce any ex-parte communication they have had regarding this Conditional Use Permit.

- Mayor Petrila
  - Attending the applicant meeting, attended the Planning Board meeting last month.
  - Has reviewed: all documents submitted, the Land Development Code, and the Comprehensive Plan.
  - Met with staff, and FDOT staff, read the emails from residents, and had phone calls with residents.
  - Met in various locations to talk with the public. Has met with the applicant and their attorney.
- Vice Mayor Grill

  - Has reviewed all the emails received along with the traffic studies.
  - Has had discussions with: City Attorney, Planning Board members, property owner, and many residents.
  - Attended community meetings.
  - Spoke with residents at Seamark.
  - Any lobbyist contact has been reported on his quarterly lobbyist contact form.
- Commissioner Friszolowski
  - Read the emails from the residents and met with staff.
  - Any contact with the individuals for the Sirata has been reported on his quarterly lobbyist reports.
- Commissioner Graus
  - Attended community meetings.
  - Has received and reviewed many emails from the residents.
  - Has met with the applicant and has reported all lobbyist contacts on his quarterly report.
- Commissioner Marone
  - Met with some individuals regarding the Sirata and their Counsel – noted on his quarterly lobbying report.
  - Familiar with the property. Has read the emails that have been sent to him including the packet of information provided by resident Lisa Robinson that had a traffic study attached. He has also spoken with staff Brandon Berry.

Attorney Dickman noted that he met with Protect St. Pete Beach advocacy group on Zoom to discuss the quasi-judicial process; about 4-5 people were in attendance. He will continue to make himself available.

Attorney Elise Batsel requested information from the Mayor regarding a presentation he made at a community association. Mayor Petrila stated that no formal presentation was made.

Commissioner Friszolowski noted that he would make a decision based on the cumulative information from all angles to include tonight's meeting, presentation, and discussion.

Brandon Berry, Senior Planner, made a presentation to the Commission that is made a part of the record. The presentation included the following information:

- Timeline
- Map of subject property
- The requests and renderings
- Criteria for analysis as outlined in City Code
- Staff recommendation
- Recommended conditions

Vice Mayor Grill questioned the metering of the reclaimed water. Mr. Berry stated that the City can make that a requirement and per the discussion of the Planning Board, it was decided to add that to the conditions on the Permit.

Concerning stormwater, Mr. Berry stated that solid waste, potable water, transportation, and stormwater are part of the concurrency review that is handled at the site plan stage. Vice Mayor opined that concurrency should be reviewed now, not later down the road; Mr. Berry further explained the process that staff goes into for concurrency and site plan review.

Vice Mayor Grill commented on the cell phone towers on the top of Seamark and questioned if a study has been done to see what if any, impact on City cell service there will be due to the height of Sirata versus Seamark. Vice

Mayor Grill continued expressing some concerns regarding beach access, Brightwater Beach Estates easement, tax services, and improvements to businesses. Mr. Berry stated that the easement by Brightwater Beach Estates has been addressed prior to tonight and will be addressed by the applicant during their presentation.

Vice Mayor Grill discussed the construction start time of 7:00 a.m. versus the Code that states 7:30 a.m. and the offsite premise parking.

Commissioner Friszolowski commented on the decibel level for rooftop music and the standard for new development. He then mentioned the easement along the beach mean high water line. Mr. Berry addressed the condition in the Permit that fulfills the requirement; the intent is whichever is most beneficial to the public (wherever there is wet sand 15 feet up from there).

The Commission mentioned dune walkovers with gaps, taxable value versus taxes being paid – will this adequately cover the City services needed or will it create a burden on the resident taxpayers? City Manager Saunders stated that there is no assurance because the City can never know what the assessments will be in the future; further, City services increase every year with or without development. Having more people contribute to the cost of those services will help to keep the tax rate down.

Commissioner Marone suggested a study that can provide the City with recommendations to say how much more it will add to the sewer infrastructure, and this is the cost for that. He discussed mobility services payment by the applicant for $100,000/year for 5 years – is this in perpetuity? City Manager Saunders stated that there is nothing in the Code that requires the applicant to conduct a study; discussions have been had between staff and the applicant acknowledging the traffic issues and that is how the contribution to Freebee or whatever mobility service is in the City came to be.

Mr. Berry stated that the applicant mentioned the Gulf Boulevard Safety Study and that the applicant will be contributing to a proportionate share of this study. City Manager Saunders confirmed and stated that the Florida Department of Transportation will require the applicant to do something regarding Gulf Boulevard.

Stormwater was discussed with Mr. Saunders explaining that the applicant will have to meet the City's code as well as the Southwest Florida Water Management District's requirements.

Regarding Mayor Petrila's questions about outdoor lighting and compliance, Mr. Berry confirmed that it has been included in their list of conditions as part of the Permit if approved.

Mayor Petrila questioned the brand of hotel that has been chosen and any franchise agreements; Mr. Berry deferred to the applicant to address during their presentation.

A discussion was had regarding subdivision and platted lots. Mr. Berry stated that this depends on the division and various elements that will be evaluated at the site plan stage. The lot is one parcel per the Pinellas County Property Appraiser. Portions of platted lots can be combined via a unity of title or a covenant. Attorney Dickman stated that there may be reasons to do a restricted covenant in place of unity of title; the Conditional Use Permit will apply to all properties if approved.

Mayor Petrila questioned the amenities. Mr. Berry stated that there will be a restaurant, conference space, and office space; other amenities will be addressed during the site plan phase. The hotel on the south side has limited amenities as well such as a small restaurant and office space. Commissioner Friszolowski requested assurance that this will function as one site.

Regarding landscape, Mr. Berry confirmed that staff has requested a nice balance of Florida native trees and other landscape buffering; the City Commission may make other recommendations.

The Commission mentioned the vague renderings, the roof of the J.W. Marriott, height restrictions, and a schematic of what the rooftop will look like from the street when complete.

Mike Clarke, Public Works Director, discussed the sanitary sewer system and displayed an overhead graphic that is made a part of the minutes. He mentioned the capacity and will be working with the applicant to develop some solutions to the City's requirements. He expressed no concerns at this time about this development. Mr. Clarke explained how he arrived at the numbers shown here tonight. The stormwater plan complies with the City's Code.

Jim Kilpatrick, Fire Chief, read into the record the definition of the master plan which is made a part of the record. He discussed the project from a Fire/EMS perspective. The County controls the evacuation plan which is enforced by the Sheriff's Office in conjunction with the Fire Department. He is unsure what the penalties are; however, he said that hotels are required to begin the evacuation earlier when a hurricane warning is issued.

Regarding emergency access to the beach, Fire Chief Kilpatrick stated that the access points are preliminary now and finalized during the site review process. Fire Marshall Kelly Intzes assured the Commission that all is appropriately designed.

Call volume over the last 5-7 years was discussed with Fire Chief Kilpatrick reading the statistics from fiscal year 2019 to fiscal year 2022; most calls are within the hotel district with 80 percent EMS and 20 percent fire.

Chief Kilpatrick uses the master plan to define projections of adequate staffing, no matter the project. He is not able to say whether or not the City has adequate staffing at this time.

Mayor Petrila recessed the City Commission meeting at 7:53 p.m.

Mayor Petrila reconvened the City Commission meeting at 8:10 p.m.

Attorney Elise Batsel of Stearns, Weaver, Miller, representing the applicant, gave a presentation to the City Commission. A copy of the presentation is made a part of the record.

She asked Joe Yung, Director of Development, Columbia Sussex, to discuss the financial and technical aspects of the project.

Joe Yung provided the Commission with a history of the organization and when it was created. He outlined the ownership, noting that this is a family-owned and operated business. He addressed the LLC question posed by Vice Mayor Grill and touched on the process of corporations versus LLC, etc. as it relates to financing for the project.

The applicant agreed to have the J.W. Marriott brand added as a condition of the Permit with Attorney Batsel clarifying that the applicant will agree to J.W. Marriott or a similar luxury brand as a condition. Regarding the branding of the other hotel, Mr. Yung stated the intent is for it to be a Hampton or a brand similar to that.

Attorney Batsel continued the presentation, noting that if the Commission would like, the applicant would be amenable to a condition added for a site plan covenant to indicate the parcel to be developed as one large piece.

Cynthia Spidell, Associate Director of Planning, Stearns, Weaver, Miller, gave an overview of the planning report

and findings that are included in the presentation. She discussed compatibility, zoning, community benefits and the financial implications as it pertains to what is outlined in the Land Development Code.

The Commission and Ms. Spidell discussed the 88/12 financial impact split, privacy, and Seamark views current versus when development is complete.

Jim Stapleton, Architect, presented information to the Commission on the development. His presentation is a part of the record.

Commissioner Friszolowski expressed his disdain for the design and found it unacceptable considering that when he met with the applicant team this past summer, he identified the areas that he would like to see improved as it relates to the parking garage and hotel designs. He would like to see the parking garage redesigned to have a better façade and not look like a garage; the same is true for the hotel renderings. If this is approved, Commissioner Friszolowski requested that the site plans be brought back to the Commission to be approved.

The request for a wind study was discussed with the applicant's team opining that it is unnecessary.

Vibration testing was discussed. The applicant will be doing a structural assessment of the Seamark as a condition with auger piling as a condition as well.

Regarding views, Mr. Stapleton stated that the team has worked very hard on maximizing the views for Seamark.

Brad Cochran, Sirata's General Manager, discussed the status of sea turtle lighting compliance. All the lights have been corrected, and he is working on tinting for the hotel as well.

David Perry, Landscape Architect, discussed the landscape plans for the development. Attorney Batsel stated that the plans will be updated to reflect the requirements of landscape, trees, shading, etc.

Motion: **Commissioner Friszolowski moved, Commissioner Graus seconded, and the motion carried 5-0 to extend the meeting until 12:00 a.m. (midnight).**

Mayor Petrila recessed the City Commission meeting at 9:57 p.m.

Mayor Petrila reconvened the City Commission meeting at 10:10 p.m.

Becca Bond, Transportation Engineer with Kimley-Horn, gave a presentation on transportation and analysis for the project. This presentation is part of the record.

Ms. Bond discussed trips, timing, etc. that were used as part of the analysis that has been completed. She explained the software that is used and updated by the Florida Department of Transportation that assists with the analysis and data.

Vice Mayor Grill questioned if the removal of the Central Area Transit (CAT) was taken into consideration in the study.

Mayor Petrila questioned why the study shows Pasadena Avenue as six lanes as opposed to the four. Ms. Bond stated that is what was provided by the Metropolitan Planning Organization (MPO), the applicant will research this with the MPO and update the data.

Driveways present across from and adjacent to the property were included in the study. Ms. Bond stated that the applicant is required to match their data with the MPO.

Attorney Batsel spoke about concurrency and how many layers of transportation concurrency must be completed with the City and other agencies.

Scott Gilner, Civil Engineer with Kimley-Horn, gave a presentation that is made a part of the record. He discussed the proposed stormwater plan.

Dune restoration was mentioned along with dune crossovers and fire access; this could be a condition if the Commission would like to add it.

The applicant has had a meeting with the Florida Department of Transportation regarding driveway alignments and crosswalks.

Attorney Batsel gave factual testimony to the Commission on operations that are expressed under the City Code. Pools are required to close by 11:00 p.m. which is the intent of the applicant; the applicant will be happy to add that as a condition if so desired by the Commission.

Mayor Petrila stated that he would like to have more questions answered by the applicant based on the questions and comments by the Commission. A discussion continued on continuing the meeting with various reasons expressed.

Motion: **Vice Mayor Grill moved, Commissioner Graus seconded, and the motion carried 4-1 to extend the meeting to 2:00 a.m. Mayor Petrila voted no.**

Mayor Petrila recessed the Commission meeting at 12:00 a.m.

Mayor Petrila reconvened the Commission meeting at 12:10 a.m.

City staff addressed the continuation and suggested a special meeting on January 10, 2024. The Commission decided to ask the City's expert to speak and take a few members of the public who wanted to speak tonight that may not be able to return on the continued date.

Jerry Traverso, George F. Young, a transportation expert for the City, reviewed the traffic report prepared by Kimley-Horn and did not have anything opposing to add.

The Commission discussed the various requests from the public asking for more time to speak, such as an attorney representing a non-profit and an expert for the non-profit. Attorney Batsel objected to an extensive amount of time being afforded to the public.

Ed Stapor, representing Brightwater Beach Estates, reviewed the presentation by the applicant and spoke in opposition to various aspects of it.

The following residents spoke in opposition:

- Linda Lewallan
- Ted Teele
- Jody Powell

Attorney Batsel commented on the historical and archaeological opinions expressed by the public stating that it deals with the site, not the area.

Motion: **Commissioner Marone moved, Vice Mayor Grill seconded, and the motion carried 5-0 to continue the hearing on Conditional Use Permit 23053 to January 10, 2024, at 4:00 p.m.**

Mayor Petrila adjourned the meeting at 12:55 a.m. on December 6, 2023.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City December 12, 2023
6:00 p.m.

ELECTED OFFICIALS PRESENT:
Adrian Petrila, Mayor
Mark Grill, Vice Mayor, Commissioner, District 2
Ward Friszolowski, Commissioner, District 3
Chris Marone, Commissioner, District 4

ELECTED OFFICIALS ABSENT:
Chris Graus, Commissioner, District 1

STAFF PRESENT:
Andrew Dickman, City Attorney
Wayne Saunders, Interim City Manager
Ginny Bodkin, Deputy City Clerk
Jennifer McMahon, Chief Operating Officer
Alaina Grundy, Transportation Planner
Brandon Berry, Senior Planner
Mike Clarke, Public Works Director

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

1. PRESENTATIONS

a. Recognition of City Staff

Deputy City Clerk Ginny Bodkin explained that Clerk Amber LaRowe had included this presentation to recognize those staff members who assisted with the organization and accommodation for the public meeting on December 5th. She read the names of the recognized staff members and explained the group efforts of multiple departments, including IT and the work involved in setting up equipment in multiple locations.

2. APPROVAL OF THE AGENDA

Vice Mayor Grill asked to add a discussion item on Form 6 (as item 8c.). He also indicated that he had received public input on item 6a. (Ordinance 2023-14) and inquired whether it was ready for first read or required further public input. Commission consensus was to keep it on the agenda to be heard.

Motion: Commissioner Friszolowski moved, Vice Mayor Grill seconded, and the motion carried 4-0 to approve the December 12, 2023, City Commission Agenda as amended.

3. AUDIENCE COMMENTS

Resident Jolynn Lawson, 5407 Leilani Dr., thanked staff for their efforts for the 12/5 meeting and inquired if some overflow arrangements would be provided for the January 10th meeting

Resident John Kurzman of Bahia Honda Way spoke about lag time on 12/5 recordings, Floodplain Ordinance discussion prior to moving forward, a perceived scrivener's error in Sec. 4.11 of City Code, time for public input and for boards to review information in meeting packets, and training for Planning Board members; they are only volunteers.

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 Tractor Trailer
g. Gilliam Construction LLC – Concrete, Brick and Mortar Repair & Replacement Extension

Motion: Commission Friszolowski moved, Vice Mayor Grill seconded, and the motion carried 4-0 to approve the December 12, 2023 Consent Agenda as presented.

5. ACTION ITEMS

a. Freebee Contract Amendment & Extension

Transportation Planner Alaina Grundy explained that the Commission had requested an update to performance metrics prior to beginning her presentation. Her presentation is part of the meeting record. She reviewed rider demographics (self-input on app), total passengers for the year (114,000 March – July), wait times (improved – 87% wait under 20 minutes), requested rides v. completed rides, cancellation times, and average cost per passenger ($4.71).

Jason Speigel, Managing Partner at Freebee appeared to answer any questions from the Commission. He addressed the Commission's concerns regarding a resident priority system. They do have the capability to do that once a mechanism to determine residency has been established. He suggested a portal similar to the parking portal.

Commissioner Marone inquired about the level of control and monitoring drivers; one driver told him other drivers will not pick up non-tippers. Discussion on the Freebee tipping policy followed. Mr. Spiegel stated that no complaints have been received but he will speak with the Service Manager immediately to address. Although the contract stated no tipping, it is difficult to police. Freebee is willing to work with the City on any data or other needs.

Vice Mayor Grill would like to know what resident priority numbers might look like. Commissioner Friszolowski praised the service with over 100,000 riders. Commissioner Marone opined that statistics scream for more service – no metric has shown otherwise.

Resident John Kurzman of Bahia Honda Way commented on the Free Beach Ride; drivers pay to rent the vehicles and work for tips. He spoke about the contract expiration date, vehicle safety over 35 mph, and vehicle kilowatts old vs. new vehicles.

Commissioner Friszolowski asked for clarification on new vehicles; Mr. Spiegel explained that they are due in February. Vice Mayor Grill expressed that he needed more data to make a decision. Ms. Grundy offered to bring back more data.

Motion: Commissioner Marone moved, Commissioner Friszolowski seconded, and the motion carried to 3-1 approve the amended contract with BeeFree, LLC, (aka Freebee) for the expansion microtransit services and the extension of services through fiscal year 2026, with Vice Mayor Grill voting no.

b. Selection of Search Firm for City Manager

Interim City Manager Wayne Saunders explained that an RFQ for executive search firms was put out and twelve responses were received (one was deemed non-responsive). A committee comprised of himself, COO Jennifer McMahon and Clerk Amber LaRowe reviewed the responses. Two stood out and those firms were interviewed. The qualifications of the two were close, however the recommendation was for S. Renee Narloch and Associates; the proposed contract was included in the meeting packet and they have a fixed fee. The firm contacted each of the Commissioners individually and sent brochures. Narloch and Associates indicated that they could have finalists by March.

Mayor Petrila reminded the Commissioners that they had tasked Mr. Saunders with this project and felt they should proceed with his/the committee's recommendation.

Motion: Vice Mayor Grill moved, Commissioner Marone seconded, and the motion carried 4-0 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 Avenue

Senior Planner Brandon Berry began a presentation with the details of this request by Applicant, Dave Feinberg of Sea Biscuit Properties LLC. The presentation is part of the meeting record. The 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 part of the Warren Webster Plat and was a 4-unit residential building before being demolished. Both lots are currently vacant. Mr. Berry showed a slide of surrounding properties. Per the Land Development Code, the parcels would be eligible for a house medium and a house large. Staff recommendation was for approval and felt it was consistent with the surrounding properties.

Because this was a quasi-judicial hearing; ex-parte communication was declared. Commissioner Marone had spoken with the Applicant and reviewed a letter that Contract Planner Lynn Rosetti had sent to him regarding the previous building and options on rebuilding. Commissioner Friszolowski and Vice Mayor Grill had reviewed the meeting packet, and Mayor Petrila had spoken to the Applicant before he was elected.

Applicant Dave Fienberg of 1407 Pass-A-Grille Way was sworn in by the Deputy Clerk to testify. His original intent was to build a quadplex back, hoping to elevate with garage underneath, but the City would not permit and therefore he opted for two single family homes.

Motion: Commissioner Marone moved, Vice Mayor Grill seconded, and the motion carried 4-0 to approve the Lot Split request #23079.

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

Building Division Manager Julie Anderson explained to the Commission the continuing uphill hiring challenges with competition from private firms for inspectors, plan examiners and building officials. City and County governments cannot be as competitive with total compensation. The City has hired a new HR Director and work will be done in that regard going forward but a short-term solution is still necessary.

Mr. Saunders explained that the compensation study results have been received in draft form and a final version should be wrapped up soon. He clarified that this is not a contract but an addition of funds for FY 24. The Commissioners discussed over-spending of contracts in recent years. Mr. Saunders explained that that was

brought to his attention as soon as he came on board in October; work is ongoing to rectify those issues and they should not be coming up in the future. The loss of the Community Development Director contributed to the situation.

Motion: **Commissioner Friszolowski moved, Commissioner Marone seconded, and the motion carried 4-0 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

Julie Anderson explained that this is a new three-year agreement with the provider that the City has used for the past four years for cloud-based software solutions for building, permitting, planning, business licensing and code enforcement management. The search for a replacement for this system is still in process. It is easier from an implementation standpoint to eventually roll the iWorq data into the new software. Ms. Anderson explained some of the challenges with the system and why it will eventually be changed.

Vice Mayor Grill inquired about closed permits and historical data. The new system would import historical data.

Motion: **Commissioner Marone moved, Vice Mayor Grill seconded, and the motion carried 4-0 to 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.**

6. RESOLUTIONS

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.

Julie Anderson explained that the current ordinance, 2021-15, became July 1, 2021. The changes at that time were required and the minimum necessary to remain in the National Flood Insurance Program (NFIP). Since then City staff and the State Floodplain Office have discovered additional clarifications that should be made as well as important changes were presented for discussion of any concerns. This ordinance, 2023-14 amends the Code to align with recommendations from the State NFIP Office and takes into account the feedback at the workshop. Ms. Anderson had included a summary of the post-workshop changes made by the State Floodplain Office and reviewed them, including the clarification of elevation requirements.

Ms. Anderson showed a graphic of other municipalities working with the Florida Division of Emergency Management (FDEM) and their freeboard heights. Many jurisdictions in Pinellas are revising their floodplain ordinances.

Ms. Anderson finished the review of the proposed changes to wording and definitions including repetitive loss and severe repetitive loss. If those are defined in the Code, they must be enforced, so the recommendation is to remove them. Substantial Improvement (SI) and Substantial Damage definitions changed the most and the City conferred with the consultant. The five-year cumulative is stringent on the residents – backing it to one year makes it easier to comply. Amending the SI threshold from 50% for 49% is proposed to get credit for the higher standard.

Vice Mayor Grill inquired why everything done in 2021 is being undone. Ms. Anderson explained that this direction will be more acceptable for best rates. The biggest concern is flooding. Commissioner Friszolowski opined that there are no easy answers; this has gone back and forth for 20 years and at some point, there needs to be a coming to terms with real potential storm threats. There needs to be support for the Property Appraiser, educate the public and get this on the ballot.

Ms. Anderson finished her review of the proposed changes. Discussion continued on the balancing act. Removing the exceptions decreases the amount of renovation that one can do but increases our score and potentially lowers the insurance rates for everyone. Ms. Anderson explained that there can be three attempts to submit.

Assistant City Attorney McConnell added that a business impact statement will be provided prior to the final reading of the ordinance. Last minute changes may be necessary; he will be working with staff. The ordinance has not been advertised yet.

Vice Mayor Grill asked whether there should be a public forum prior to proceeding; Commissioner Marone suggested an educational seminar with different scenarios and how numbers are calculated. Ms. Anderson suggested Property Appraiser Mike Twitty being present; she agreed to arranging an educational Town Hall prior to the second reading/adoption of the ordinance.

Resident John Kurzman gave public comment on pre-FIRM, post-FIRM, the 50 Percent Rule and grandfathering, insurance rates, and his belief that the State has a flawed floodplain map of St. Pete Beach maps.

Motion: **Commissioner Marone moved, Commissioner Friszolowski seconded, and the motion carried 4-0 to adopt the first reading of Ordinance 2023-14 with an educational session/ Town Hall to obtain resident feedback prior to adoption.**

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., 146 2nd St. N., St. Petersburg, for HATTAK LLC Driscoll appeared to request a continuance to have five Commissioners present. City Attorney Dickman advised to specify a date certain.

Motion: Commissioner Friszolowski moved, Commissioner Marone seconded, and the motion carried 4-0 to continue hearing CUP #23069 to date certain January 23, 2023.

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 MUNCIPAL 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.

Mr. Berry explained that this was part of the Live Local Senate Bill 102 signed into law in March of 2023. The requirement is that cities publish an online inventory of city-owned surplus property that would be suitable for affordable housing. Currently the City owns 48 parcels. Staff created four criteria for Affordable Housing Suitability which were included in the meeting packet. Staff found that none of the properties are suitable. The requirement is to reevaluate every three years.

Motion: Vice Mayor Grill moved, Commissioner Marone seconded, and the motion carried 4-0 to approve Resolution 2023-25.

8. ITEMS FOR DISCUSSION

a. Pass-A-Grille Trash Pickup

Public Works Director Mike Clarke explained that he was tasked with investigating what could be done toward bringing trash collection on Pass-A-Grille back to the way it was. He had facilitated a ride around; a map of the impediments to truck movement by type were included in the meeting packet. He reviewed a report the he had provided to the Commission on three options/solutions 1) eliminate all encroachment issues in the alleys, which he enumerated 2) remain as is with the change in place and 3) Waste Connections has said the encroachment issues in alternative #1 in each north and south alley would have to be resolved in order for them to return to the same service process prior to the change and encroachment in east west alley would be addressed by the City. In conclusion all were deemed feasible operationally, however alternative #3 would require time to manage and remove and could be up to 18 months. Mr. Clarke's report is part of the meeting record.

Commissioner Friszolowski inquired about right of way obstacles, possible surveying, and associated costs to the City. Commissioner Marone mentioned future alley maintenance, what is alley and what is private property, what the City can do to assist homeowners to get back to what we had, and continuing maintenance. Mr. Clarke stated that moving utility poles is a daunting task with dollar signs attached (with or without easements).

Mr. Clarke clarified for the City Attorney that what has changed is that owners on the interior of the alleyways are required to bring containers to the curb (along with the vegetation and recycling that already goes there).

Vice Mayor Grill inquired about a time estimate for option #1 and expenses for option #3. Is there something that can be done gradually.

Mr. Clarke stated that he would like to take all of this under advisement and get with the City Manager to review. Mayor Petrila also inquired about the cost of smaller trucks.

Resident Cheryl Callahan of 103 17th Ave. distributed pages from municipal code and commented on them.

Amy Loughery, 102 19th Avenue commented on the difficulties for commercial businesses that do not have access from back to front on 8th Avenue.

Brenda Ercius of 111 12th Avenue commented on the City maintaining the alleys, removing obstacles, Duke Energy power pole replacements, better alley signage, and resident notifications.

Bill Loughery of 2405 Pass-A-Grille Way commented on the problems with the alleys and suggested looking in person. He commented on encroaching vinyl fencing and the removal of vegetation improving the situation.

Ian Boyle of Waste Connections offered to bring 15 passenger vans for the Commission or other people to point out all of the issues. He spoke about how pickup has improved under the new plan; it has been a positive change.

Mayor Petrila inquired about the biggest challenges; Mr. Boyle cited vegetation, utility poles, cars, fences, increased discarded packaging from home deliveries and the need for larger trucks, turning problems, damage to trucks, and the safety of their drivers. They are willing to work with the City; he could provide pricing for smaller trucks, but they would require a dedicated crew for this contract.

The Commission allowed Bill Loughery to comment again as the Historic Preservation Board Chair; he said that people come to Pass-A-Grille for its quaintness, and it can't be treated the same as the rest of the City.

Mayor Petrila indicated that there is no immediate answer and appreciated staff's efforts at solutions.

b. Corey Area Business Association Sunday Market

Chief Operating Officer Jennifer McMahon explained that on 8/8/2023, the City Commission approved the street closures for CABA to have the Sunday Market with their new vendor Penguin Productions. They were asked to return in December to provide financial statements on that operation. Penguin Productions have been good partners to date; her only recommendations are that the merchants would like a better vetting process to avoid competition with items being sold on the street vs. their stores and the consideration of charging Penguin a weekly fee.

Sherry Talcott and Junior Afanador, President and Vice President of CABA appeared and reviewed a packet of their financial information, which is part of the meeting record.

Vice Mayor Grill inquired about how revenue from the market is being used to improve the downtown corridor. Mayor Petrila expressed his understanding that funds were to be used toward marketing as the market is extremely popular and draws a large number of visitors.

Kevin Tucker, Marketing Director of Penguin Productions explained that they have rotated out some of the vendors in response to merchant concerns and they take all comments seriously. The market has had a 20% growth each month. They make great efforts to clean up and vacate the area as quickly as possible. They are willing to work with the City, however necessary.

Commissioner Marone commented on the market being self-perpetuating and suggested a $200 per month fee for the City to start. Ms. McMahon stated that the Pass-A-Grille market has a lease agreement for the space.

Motion: **Commissioner Friszolowski moved, and Commissioner Marone seconded to renew the CABA permit through the end of 2024 with a $200 monthly payment and permission for Counsel to prepare a lease agreement between the City and CABA. The motion carried 4-0.**

Mayor Petrila called for a recess at 9:26 PM; he reconvened the meeting at 9:31 PM.

c. (Added) Form 6

Vice Mayor Grill announced his resignation as Commissioner for District 2 and Vice Mayor effective 12/31/23. His primary reason for the resignation was Florida Bill 774, Ethics Requirements for Public Officials, which was passed in April of 2023. The Bill goes into effect in January of 2024 and requires certain local elected officials to submit a Form 6 which requires documenting and disclosing personal financial information at a level of detail not previously required (replacing the less intrusive Form 1 previously required). The forms are public record. He expressed that it feels over the line of reasonableness, an overreach by the State, and diminished Home Rule. Similar resignations have taken place across the State. He continued to express his dissatisfaction with this new requirement. He expressed the honor of having served and sentiments toward those he worked with. Lastly, he asked that people find a way to work together and end the recent divisiveness in the City.

The Mayor and Commissioners thanked Vice Mayor Grill for his service; it is a big loss for the City.

Commissioner Marone stated that he also is not willing to complete the Form 6 or receive an Ethics violation for not doing so. The form requirements are onerous and personally intrusive. If the City Attorney can find a work around prior 12/31/23 he would do it or he would find it necessary to resign as well.

Motion: Commissioner Friszolowski moved, and Commissioner Marone seconded to continue the meeting to 10:15; the motion carried 4-0.

City Attorney Dickman Andrew explained a City Charter provision that if two Commission vacancies occur simultaneously, the remaining three shall, within 15 days, call a special election to fill the vacant positions. However the City no longer holds its own elections – they are in conjunction with the County elections in August and November. He will need to confer with the Supervisor of Elections and research how this will be handled as he only learned about this today. He may also speak to the Commission on Ethics.

Potential dates for a special meeting for follow-up were discussed. The Commission and staff decided on a special meeting on Monday, December 18th at 2:00 PM.

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

Commissioner Marone - mentioned the Bonfire on Thursday night in Pass-A-Grille and that the work on the jetty will begin in early January.

Vice Mayor Grill - reported that he did some follow-up on virtual meetings with the Florida League of Cities and was told to contact the City Attorney.

Mayor Petrila adjourned the meeting at 10:07 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
Special City Commission Meeting
December 18, 2023
2:00 p.m.

ELECTED OFFICIALS PRESENT:
Adrian Petrila, 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

Mayor Petrila called the meeting to order at 2:00 p.m., followed by the Pledge of Allegiance.

1. APPROVAL OF THE AGENDA

No approval was necessary.

2. REVIEW OF SPECIAL ELECTION REQUIREMENTS FOR VACANT ELECTED OFFICIAL SEAT(S)

a. Discussion and Possible Action regarding vacancy(ies) on the Commission

Attorney Andrew Dickman began by explaining the legal research that he has conducted regarding the financial form, Form 6. If an elected official does not wish to file a Form 6 or Form 6F, they must resign from office on or before December 30, 2023. He then read Chapter 3.06 of the City's Charter which outlines the procedure for Commission vacancies. The Supervisor of Elections is charged with conducting the City's elections and has provided two options in 2024 to hold a special election; August and November. Mr. Dickman stated that the Charter refers to simultaneous vacancies and suggested that those who wish to resign do so by staggering the resignation dates to allow for the seated Commission to appoint replacements.

Vice Mayor Grill acknowledged his desire to resign from office effective December 30, 2023.

Commissioner Friszolowski stated that he would be willing to resign effective today if Betty Rzewnicki, the qualified candidate for the District 3 March election (the only qualified individual), would be able and willing to step into the role until she is officially elected in March.

Resident Betty Rzewnicki would be willing to serve until the March election when she would be "elected"; however, she is awaiting confirmation from her employer that she can accept the public office as a secondary employment. Therefore, she would not be able to accept the position today. She will continue to reach out to her employer to obtain a response.

Commissioner Marone confirmed he will be resigning from the Commission this year as well and is willing to stagger as the City seeks individuals to fill the vacant seats.

Commissioner Graus also expressed his consideration for resignation prior to the end of the year.

The Commission discussed their availability this week and next for special meetings.

Attorney Dickman asked for a brief recess so staff could discuss calendar dates to meet before the end of the year.

Mayor Petrila recessed the meeting at 2:38 p.m.

Mayor Petrila reconvened the meeting at 2:51 p.m.

Commissioner Graus confirmed that he will be resigning and will work with the City on an effective date as seats are filled.

Attorney Dickman outlined the process as follows:

- Post a notice regarding residents to file a letter of interest with the City Clerk this week.
    - Must be a resident in the district in which they express interest in representing for a period of one year before November 17, 2023
    - Must be a registered voter of Pinellas County.
    - Will be required to complete a financial Form 6/6F.
- Will need to be interviewed by the City Commission during a public meeting.

The Commission decided on the following special meetings that will be held to interview interested residents who wish to serve on the Commission until the March election (Districts 1 & 3) and until the special election (August or November) for Districts 2 and 4:

- December 21, 2023, 7:30 a.m.
- December 26, 2023, 2:00 p.m.
- December 27, 2023, 7:30 a.m.
- December 28, 2023, 7:30 a.m.
- December 29, 2023, 7:30 a.m.

Anyone interested must file a letter of interest, with a resume, to the City Clerk's Office by the end of the day, December 20, 2023.

Mayor Petrila asked for any public comment.

Resident Betty Rzewnicki spoke regarding the filing of the financial form, the changes, and the people who need to step up and serve despite this new form requirement.

City Clerk LaRowe acknowledged that immediately after this meeting she will be posting the notice to the City's website and social media pages outlining the instructions and requirements. She reminded everyone that anyone who is appointed, elected, asked, requested, chosen, etc., will be required to file a Form 6 with the State of Florida if seated as a City Commissioner. Appointed board members of advisory boards and committees are not required to file a Form 6, the reporting boards for the City are the Planning Board and the Board of Adjustment and they will continue to file a Form 1.

Mayor Petrila adjourned the meeting at 3:15 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
Special City Commission Meeting
December 21, 2023
7:30 a.m.

ELECTED OFFICIALS PRESENT:
Adrian Petrila, 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- appeared via Zoom
Wayne Saunders, City Manager
Amber LaRowe, City Clerk
Matthew McConnell, Assistant City Attorney

Mayor Petrila called the meeting to order at 7:30 a.m., followed by the Pledge of Allegiance.

1. DISCUSSION OF COMMISSION VACANCIES AND POSSIBLE APPOINTMENTS

Mayor Petrila inquired about the process for the filling of the vacancies that were confirmed at the December 18th meeting, and expressed positivity towards all the applications/letters received from interested residents. He acknowledged several of the individuals were present and opined that interviews could begin today.

Attorney Andrew Dickman stated that it would be best to pick one district and begin the interview and selection process one at a time, continuing each day as scheduled. The individual selected can be sworn in by the Clerk and be seated at the following Commission meeting to participate and vote in the next selection.

Attorney Matthew McConnell stated that one commissioner must resign and step down before interviews and voting; the exiting commissioner cannot be part of the selection process for their seat.

Vice Mayor Grill communicated some conflicting information he read from the Florida Commission on Ethics website regarding interim-appointed officials and the filing of Financial Form 6.

Attorney McConnell read Florida State Statute 112.3144 and the disclosure as identified in subparagraph 10 that states appointed officials filling the remainder of a term are responsible for filing a financial form.

Commissioner Friszolowski requested the Commission delay the selection of District 3 at this time because one applicant is unavailable until next week and Commissioner-elect Rzewnicki is awaiting a response from her employer on holding office as secondary employment. He also opined the City Commission should open the letter of interest submittal deadline for District 2 and/or any non-selected district today to allow more applicants (District 2 received one response).

Attorney Dickman stated that the resigning commissioner may voice opinions and reasons to the Commissioners, once resigned, but cannot interview nor vote; resigning commissioners are no longer subject to the Sunshine Law and Public Records Law.

City Clerk LaRowe informed the Commission that Amy Bonsall, an interested resident who applied for District 4, is available via Zoom if the Commission would like to proceed with interviews for District 4 (the other two residents were seated in the Chambers).

Commissioner Marone resigned effective today and left the Commission meeting at 7:56 a.m.

Mayor Petrila suggested the Commission interview the interested residents in alphabetical order, by last name.

Amy Bonsall appeared via Zoom and introduced herself, touching on her background, education, and experience.

What is prompting your interest and desire to serve as a City Commissioner?
Ms. Bonsall stated that she has seen the growth that is taking place and being considered, which prompted her interest in attending meetings and watching what is going on. Her experience with growth and navigating that in the business environment would translate well into the City and she opined would be of service to the City in the current climate.

Explain your involvement in the City.
Ms. Bonsall stated that she has recently been attending more of the Commission meetings.

How long have you lived in the City?
Ms. Bonsall stated she moved to the City in early November 2022.

Address two to three priorities that you feel the City Commission should be working on.
Ms. Bonsall opined that a top priority is a smoother path for development; she would like to see the process a little less challenging and more streamlined.

Are you a member of any advocacy groups?
Ms. Bonsall stated that she is on the mailing list for Protect St. Pete Beach, but she does not serve on their board or team in any capacity. If selected, she would work with the City Attorney to ensure that she is removed and does what she needs to do to show her independence.

Could you please expand on why you chose to apply?
Ms. Bonsall explained her desire to make an impact and understands the ability to do that at the local level. She feels at home here and would like to take the next step in investing in her community.

How do the experiences you have had help in your role as a Commissioner?
Ms. Bonsall expanded upon her career path as an engineer, strategy consultant, and independent consulting she has done with large companies and their growth plans. She also identified the involvement she has had, recently, in some communities in Maine where she has had to bring people together with varying perspectives.

The Commission interviewed Richard Lorenzen next.

Richard Lorenzen introduced himself and touched on his background in the military and as a pilot.

What is prompting your interest and desire to serve as a City Commissioner?
Mr. Lorenzen commented on his experiences in the Coast Guard and as a pilot and how that has shaped him to be of the mindset to step up and serve and do the right things when necessary. He recognized the vacancies and the need to fill those and wanted to step up and serve the betterment of the City.

Are you a member of Pass-A-Grille, Vina Del Mar?
Mr. Lorenzen said yes, he is and has attended the meetings.

Have you served on any City advisory boards or other boards within the City?
Mr. Lorenzen stated he has not served and does not serve on any boards. He briefly considered running for District 4 this past election; however, when he saw that Mr. Marone was running, he knew that he would do a nice job and decided not to run this time.

What do you feel are the top priorities for the Commission to address and how would your experience help in addressing them?
Mr. Lorenzen identified the conditional use permit process for Sirata and Tradewinds. He also expressed the need for the Commission to focus on the renourishment efforts in conjunction with the U.S. Army Corp of Engineers and the ability of the City to balance the growth of businesses versus the residences. He stated that because he has worked in various levels of government due to his career experiences, he has been exposed to and been a part of listening to all sides and making decisions based on what he learns through that process. Mr. Lorenzen stated that he is a good listener and takes a balanced approach when listening to all sides to form an educated decision. Mr. Lorenzen has a lot of team experience and can make group decisions for the best solution.

Mr. Lorenzen then gave his final remarks and thanked the Commission for the opportunity.

The Commission interviewed Owen "Joe" Moholland for the final candidate.

Mr. Moholland introduced himself and touched on his military background in the Marines, starting his own business and selling that business, to retirement. He communicated his concerns on the filing of Form 6; however, will set those aside to serve as necessary. He mentioned the major upcoming changes and the need to continue the momentum of these decisions.

Please elaborate on your professional background.
Mr. Moholland outlined his service in the military and his movement up the ranks in the Marines. When leaving the military, he started his own business after obtaining a degree, and ran it for several years, before it was sold. He is now retired.

How do you feel your background will help with the two to three issues you see facing the City?
Mr. Moholland mentioned how Form 6 is threatening the City's independence to govern itself, the Comprehensive Plan review and possible changes, and protecting the City's residents. He also mentioned the Sunrunner and beach renourishment.

Since you became a resident in 2007, what has your community involvement been?
Mr. Moholland stated that he had not been involved until recently when he felt that there were some looming issues that he wanted to become more educated on. He attends the Mayoral meetings at the Library and has been attending the City Commission meetings this year. Mr. Moholland has not served on any advisory boards.

Mr. Moholland stated that he has no pending conflicts that would make him unavailable for Commission meetings, he does travel sporadically but will schedule that around City commitments if chosen.

Are you a member of any advocacy groups or any other organizations in the City?
Vice Mayor Grill stated that he found Mr. Moholland had donated to the Mayor's campaign and has donated to the Protect St. Pete Beach group.

Mr. Moholland stated that he had no agendas in mind when approached by canvassers for Mayor Petrila's run for office. He listened to the information they gave to him about Mr. Petrila and followed that up by doing his research. Since he was not a huge fan of the then-current Mayor, he contributed to the campaign. He informed

the Commission that he is an independent thinker and makes decisions based on the information he is given coupled with the research he performs. Regarding Protect St. Pete Beach, he contributed because he felt it was important to be part of the voice in the community with the direction they were taking; he also contributed to assist with Protect St. Pete Beach's hiring of an expert for the pending Sirata Conditional Use Permit. He has never attended any of the Protect St. Pete Beach meetings or functions; he knows a few of their representatives but only as acquaintances. Mr. Moholland acknowledged that he will be representing not only the residents of District 4, but of the entire City and expressed his ability to represent individuals equally even if views disagree. His desire is for the betterment of the City regardless of any affiliations, memberships, and/or donations.

The Commission thanked Mr. Moholland, Mr. Lorenzen, and Ms. Bonsall.

Mayor Petrila recessed the meeting at 8:42 a.m. and reconvened the meeting at 8:49 a.m.

Resident Deborah Schechner expressed her disappointment of the Commissioners possible consideration of reopening the solicitation of interest for the other remaining districts; she acknowledged that it was well advertised, and the deadline was clear and known.

Resident Lisa Robinson expressed her disappointment with the Commissioners considering the reopening of the solicitation for interest as she met the deadline as well as the other individuals for the other two districts.

Resident Claudine Reece of Protect St. Pete Beach clarified that Protect St. Pete Beach is not an anti-development advocacy group. Rather, they are pro checks and balances, fairness, and finding a win/win for both businesses and residents alike.

Mayor Petrila was impressed with all three individuals who submitted their interest in serving the City. He narrowed his choice down between Mr. Lorenzen and Mr. Moholland. Based on the interviews today as well as the resumes received, Mayor Petrila opined Mr. Moholland was the best fit.

Motion: Mayor Petrila moved to nominate Owen "Joe" Moholland for District 4 Commissioner.

Commissioner Friszolowski thanked all three individuals for attending and submitting their interest to help with the vacancy. He opined that Mr. Lorenzen is a better fit at this time for District 4 due to his community involvement.

Vice Mayor Grill complimented each resident on their background and shared appreciation for their willingness to serve.

Commissioner Graus complimented Mr. Lorenzen and Mr. Moholland and is leaning more towards selecting Mr. Lorenzen for District 4 Commissioner. He thanked Ms. Bonsall for attending and for her desire to serve.

Vice Mayor Grill is in favor of Mr. Lorenzen.

Mayor Petrila withdrew the motion on the floor.

Motion: Commissioner Friszolowski moved, Commissioner Graus seconded, and the motion carried 3-1 to appoint Richard Lorenzen as District 4 Commissioner. Mayor Petrila voted no.

Mayor Petrila will be appearing, via Zoom, during next week's special meetings to continue this process.

Mayor Petrila addressed the reopening of the letters of interest as mentioned at the first of this meeting; he opined that the City Commission should not consider this. He compared the submittal period to that of the election qualifying period where it is an established timeframe; if that timeframe is not met, the individuals do not get a second chance.

The other three commissioners disagreed and would like to see everyone have an opportunity to put their name in that may be interested.

Motion: **Commissioner Friszolowski moved, Commissioner Graus seconded, and the motion carried 3-1 to reopen the submittal period for the remaining three districts. Mayor Petrila voted no.**

City Clerk LaRowe requested deadline clarifications because she does not want to be working on Christmas Eve and Christmas Day fielding these interested individuals.

The Commission decided that District 1 individuals will be interviewed on Tuesday, December 26, 2023, at 2:00 p.m. with a submittal deadline of noon that same day (December 26th).

District 2 individuals will be interviewed on Wednesday, December 27, 2023, at 7:30 a.m. with a submittal deadline of noon on December 26, 2023.

District 3 individuals will be interviewed on Thursday, December 28, 2023, at 7:30 a.m. with a submittal deadline of noon on December 27, 2023.

Mayor Petrila adjourned the meeting at 9:16 a.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
Special City Commission Meeting
December 26, 2023
2:00 p.m.

ELECTED OFFICIALS PRESENT:
Adrian Petrila, Mayor – appeared via Zoom
Mark Grill, Vice Mayor, Commissioner, District 2
Chris Graus, Commissioner, District 1
Ward Friszolowski, Commissioner, District 3
Rich Lorenzen, Commissioner, District 4

STAFF PRESENT:
Andrew Dickman, City Attorney – appeared via Zoom
Wayne Saunders, City Manager
Amber LaRowe, City Clerk
Matthew McConnell, Assistant City Attorney – appeared via Zoom

Vice Mayor Grill called the meeting to order at 2:00 p.m. followed by the Pledge of Allegiance.

Vice Mayor Grill asked if anything else needed to be addressed today other than the interviews for the interim Commissioner.

Motion: Commissioner Friszolowski moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the December 26, 2023, City Commission Agenda.

1. AUDIENCE COMMENTS

City Clerk LaRowe asked if the Commission wished to take public comment now, after each interview, or after the interview of all applicants. The Commission decided to hold comments until each applicant has been interviewed.

2. DISCUSSION OF COMMISSION VACANCIES AND POSSIBLE APPOINTMENTS

Vice Mayor Grill mentioned the establishment of ground rules, inquiring if the other commissioners felt that the applicants not being interviewed should be seated outside of the Chambers and if there should be a time limit established for each interview.

The consensus of the Commission was to continue conducting the interviews as was done for District 4 by allowing all applicants to be in the Chambers and to not put a time limit on the interview process.

Vice Mayor Grill stated that if there is a tie vote of 2-2, the Commission will need to deliberate to determine a majority vote, or the motion will fail and will need to be decided upon later.

Commissioner Graus gave his final remarks thanking the Commission, staff, and his wife. He tendered his resignation as Commissioner effective today and exited the meeting at 2:07 p.m.

Mayor Petrila expressed his opinions on the City Commission not allowing either District 1 qualified candidate (Karen Marriott or Lisa Reich) to interview or be selected because of the influence it may have on the March election. He opined that selecting one of them may give an unfair advantage by essentially making that person the incumbent.

Each commissioner expressed their opinions on the issue as outlined by the Mayor and reached a conclusion that the Commission should continue with the process as that was not a factor when initiating a request for interest. Attorney Dickman stated that there is nothing in the Charter that prevents the Commission from selecting an individual who has qualified for an upcoming election.

The Commission began the interviews with Deborah Edney.

Deborah Edney gave her remarks on why she is interested, stating that she felt that it would be a good opportunity to serve for a few months in an interim capacity and would help her to decide if running for a future District 1 election would be something she would be interested in doing.

How have you been involved in the City?
Ms. Edney highlighted her volunteer efforts with the rehabilitation facility near her residence and her experience with preparing meals for those in need.

What are some issues in District 1 that you feel are most important?
She addressed a house located on Mangrove Avenue that has continuous unsafe and unsanitary conditions. She would like to work with Code Enforcement to understand the issue and how to address the cleanup.

Are there broader issues facing the City that you feel you can address?
Ms. Edney would like to see a consensus on the high-rise development in the City and how to be developed reasonably. She would like to see a balanced approach between developers and residents. Ms. Edney also touched on elevating District 1 to match the other districts in the City.

How do your background and experiences help with being a Commissioner?
Ms. Edney discussed her life-saving experiences and critical decisions working in the nursing field and how that would translate well to decision-making as an elected official.

How long have you been a resident?
She has been a resident since July 2004.

During the time you have lived in the City, what has the City done well and what do you hope to bring to make the City move forward in a better direction?
Ms. Edney would like to make efforts to bridge the ongoing divide in the development views of the City.

Do you have any ideas on how to do that (question above)?
She would like to see more meetings that create an atmosphere for people to express their views and be heard. She opined the environment is not conducive to open dialogue and that she could contribute to making that change.

What are the top 3 priorities that you would like to work on if you're selected?
Ms. Edney would like to see the house addressed (on Mangrove Avenue), she would like to address the negative behaviors that are impacting the District and hold more community meetings for productive dialogue.

Are you a member of any advocacy, civic, HOA, etc. group?
She is not involved in any groups.

How will your prior angst/passion affect the ability to act as Commissioner, District 1?
Ms. Edney assured the Commission that she can act neutrally when it comes to making decisions for the

betterment of the constituents. She makes efforts to do her homework and will continue to act that way when seated as a Commissioner.

The Commissioners then interviewed Karen Marriott.

Karen Marriott introduced herself and gave a brief background on her tenure as a resident and business owner. She is one of the candidates who qualified in November for the March 2024 District 1 election. She elaborated on being able to bring a perspective to the Commission as a St. Pete Beach resident (since 2009) and small business owner/operator.

Please share any community involvement you have had.
Ms. Marriott stated that her business is a member of the Tampa Bay Beaches Chamber of Commerce, she served on the Library Advisory Committee, and recently transitioned her service to the Beach Stewardship Committee. She stated that she was interested in being involved in the City for some time; however, it took her quite some time to figure out how to go about doing that.

What local issues do you feel need to be addressed?
She discussed the redevelopment plans for both the east and west end of Corey Avenue. Ms. Marriott would like to see further transparency in the permitting and zoning departments to help prepare interested individuals, ideally small businesses, on how to properly meet the City's requirements, what those requirements are, how to navigate the Code, etc. She also mentioned the hiring of the new City Manager along with the two conditional use permits for Gulf Boulevard hotels.

What is your business?
North Beach Windsurfing.

What does your business do?
Her business is an online retail store with primary service through their brick-and-mortar store located here in the City; they also hold windsurfing lessons.

If you were to serve on the Commission, what conflicts would you have, if any?
There are no specific conflicts that she can identify at this time.

If selected as a Commissioner, why should the Commission pick you or the other candidate running for the District 1 election rather than letting the voters decide?
Ms. Marriott stated that the voters will still be deciding the District 1 Commissioner during the March election. When deciding whether to put her name in for the selection today, she weighed the pros and cons and decided that there were pros/advantages but there were also cons/disadvantages if she didn't meet the residents' expectations. She opined the Commission should be picking the best candidate for the position.

Should the Commission stay out of the election [meaning do not select a current qualified candidate for the interim seat]?
Ms. Marriott does not see the choice being interpreted as the City Commission being involved in the election.

If the other candidate were to withdraw their name from the interview list today, would you still leave your name in?
Yes.

When considering the priorities in the City, what is your view on what the City should do differently to fill

the vacant lots from a commercial perspective?
Ms. Marriott noted the hurdles placed on small businesses by the Federal Government and shared her personal experience and the known experiences of other individuals in the City regarding the City's building department and permitting process. She opined that the City should take steps to help small businesses by making the process more transparent and clearer on all the necessary steps.

Are you a member of any organizations such as civic, HOA, advocacy, etc.?
None personally; professionally a member of the Tampa Bay Beaches Chamber of Commerce.

What are your top 3 priorities?
She elaborated on the selection of the City Manager as the biggest priority of the Commission currently.

The Commission interviewed Lisa Reich.

Lisa Reich expressed her struggle with the process that the Commission is undergoing for the selection of a Commissioner for District 1. She cited her opinions of unfairness due to this being in the middle of a campaign for the March election, the advantages vs. disadvantages that it may create, and that the selection should be left to the election in March. Because of this, Ms. Reich withdrew her application for interim Commissioner, District 1.

When asked if she was familiar with the City's Charter, Ms. Reich noted that she is familiar with and still struggles with fairness during these unprecedented times.

Commissioner Friszolowski stated that although this is unprecedented, this process has been conducted in times before this, including Mr. Friszolowski's temporary one-time appointment.

Vice Mayor Grill mentioned his appointment in 2021 after Commissioner Doug Izzo resigned.

Resident Deborah Schechner complimented the City Clerk for her efforts during this selection process. She spoke of her opinions on the unfairness of the process being reopened after the consensus was disclosed and advertised. Complimented Deborah Edney on her involvement in the community.

Resident Dana Richardson complimented the service of the Commissioners. She mentioned that the Form 6 filing requirements were known to the Commission months ago; however, they waited until the last minute to step down, and that resulted in this process. She expressed her opinions of reopening the request for interest and the unfairness of it. She also addressed the misconceptions that she has heard regarding the Protect St. Pete Beach Advocacy Group.

Vice Mayor Grill clarified the process and stated that during the December 18th meeting it was said that if the Commission does not get enough interest, they can reopen the submittal period. He explained that questioning the applicants about their involvement in any group is on the advice of the City Attorney for conflict identification, if any.

Commissioner Friszolowski stated that because of the Sunshine Law, he had no way of knowing if any other elected official was struggling with the filing of Form 6 as he was; he was hopeful that the State would make a ruling to "grandfather" current elected officials in.

Resident Joe Moholland stated that he was asked if he made any contributions to any elected official campaign; that question has not been asked of any other interviewee.

Commissioner Friszolowski thanked all the candidates for submitting their interest to serve. He expressed his support for selecting Karen Marriott.

Commissioner Lorenzen thanked all those who stepped forward. He expressed appreciation for Deborah Edney's service in the nursing profession. He is leaning more towards Karen Marriott based on the direction of the interview today.

Mayor Petrila reiterated his opinions on the selection of either Karen Marriott or Lisa Reich and applauded Ms. Reich for stepping down. He reminded the Commission of their Oath of Office that requires them to uphold the Constitution and Laws of the State of Florida. He was disappointed that all the Commissioners were choosing to remove themselves, especially at the last minute. Mr. Petrila spoke about the Charter, the discussion at the December 18th meeting regarding the application deadline and opined that the right thing to do would be to remove the two qualified candidates to allow for a clean campaign/election.

Vice Mayor Grill clarified the comment made by the Mayor regarding the Oath of Office. He feels that the Mayor's remarks are disparaging of his efforts in serving the City. He addressed the reopening of the deadline and the intent to find the best, most qualified candidates for the job.

Commissioner Friszolowski stated that had the Mayor wanted to exclude the two qualified candidates from District 1, that should have been made a part of the discussion on December 18th.

Motion: **Commissioner Friszolowski moved, Commissioner Lorenzen seconded, and the motion carried 3-1 to appoint Karen Marriott to City Commissioner, District 1. Mayor Petrila voted no.**

All the candidates were thanked for stepping up and Ms. Marriott was congratulated. The next meeting will be held tomorrow at 7:30 a.m. to discuss District 2.

Vice Mayor Grill adjourned the meeting at 3:09 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
Special City Commission Meeting
December 27, 2023
7:30 a.m.

ELECTED OFFICIALS PRESENT:
Adrian Petrila, Mayor – appeared via Zoom
Mark Grill, Vice Mayor, Commissioner, District 2
Karen Marriott, Commissioner, District 1
Ward Friszolowski, Commissioner, District 3
Rich Lorenzen, Commissioner, District 4

STAFF PRESENT:
Andrew Dickman, City Attorney – appeared via Zoom
Wayne Saunders, City Manager
Amber LaRowe, City Clerk

Vice Mayor Grill called the meeting to order at 7:30 a.m. followed by the Pledge of Allegiance.

Vice Mayor Grill gave a synopsis of today's meeting and wishes to include the selection of the Vice Mayor to the Agenda.

Motion: Commissioner Marriott moved, Commissioner Friszolowski seconded, and the motion carried 4-0 to approve the December 27, 2023, City Commission Agenda with the additional item.

Selection of Vice Mayor
Vice Mayor Grill suggested that the Commission select Commission Friszolowski for Vice Mayor.

Motion: Commissioner Lorenzen moved, Commissioner Marriott seconded, and the motion carried 4-0 to select Commissioner Friszolowski as Vice Mayor.

1. AUDIENCE COMMENTS
Comments were provided after the candidate interviews.

2. DISCUSSION OF COMMISSION VACANCIES AND POSSIBLE APPOINTMENTS
Vice Mayor Grill announced his resignation, effective today. He thanked the City employees, the Commission, and his wife. Vice Mayor Grill left the dais at 7:36 a.m.

City Clerk LaRowe informed the Commission that Candidate Andrew Tsunis was unable to join via Zoom due to connectivity issues.

The Commission began the interviews with Nick Filtz.

What are some of the strengths that would help you as Commissioner?
Mr. Filtz gave his background of growing up in the City and his parents who reside here as well. He commented on the changes he has seen, specifically related to small businesses. He would like to see more small businesses in the City thrive.

Why are you interested in serving on the Commission?
He shared his interest in the City due to the longevity of his family living here. He has been interested in serving for some time and thought this was a perfect opportunity.

How many City Commission meetings have you attended?
He has attended none; however, has watched a couple online. His wife has attended a couple in person.

How many community meetings, town halls, and workshops have you attended?
None in person.

What is your involvement in the City?
Mr. Filtz touched on his involvement at the Recreation Center, and his networking with other individuals who work/live in the City and highlighted his help with grocery shopping for individuals in the City during COVID.

Can you touch on your Letter of Interest where you state you would like to restore traditions and improve the community?
Mr. Filtz explained that he heard stories from his father about past experiences in the City and would like to make the City more family-friendly.

What are three things you would want to tackle as a Commissioner?
He would like to see improvement of the roads, especially Gulf Winds Drive, improved crosswalks on Gulf Boulevard, and beach cleanup/renourishment efforts.

How would you improve Gulf Winds Drive and fix renourishment?
He would like to learn more of what can be done and respects the decision made thus far; he opined sidewalks could be added/improved along Gulf Winds Drive.

Have you donated to any local political campaigns or political action group and have you had any advocacy group involvement or other HOA/civic?
No to all.

The Commission interviewed Shawn Rae next.

Why are you interested in serving the City?
Mr. Rae stated that he has been a resident since 2010 and is interested in supporting the visitors and the residents. He feels that his skillset will help to find a balance between the two groups.

Are you a member of any associations, or advocacy groups, and have you donated to any campaigns?
No memberships and no political donations.

How many City Commission meetings have you attended in the last year?
None.

How many City Commission meetings have you attended?
Mr. Rae attended three meetings when Commissioner Doug Izzo resigned, and Commissioner Grill was appointed.

How many town hall/workshops/community meetings have you attended?
None.

What prompted you to apply once the position was reopened?
Mr. Rae was out of town and was not aware of the resignations. He had wanted to apply when Commissioner Izzo resigned but became ill and was unable. He stated that Commissioner Grill was doing a good job and saw no need to run for office until now.

The Conditional Use Permits for Sirata and Tradewinds are upcoming, have you viewed the Planning Board meeting for the Sirata and/or the Commission meeting for the same? Have you read the agenda materials?
No.

Can you explain the difference between the Comprehensive Plan and the Land Development Code?
He is unsure.

Have you had any conversations with a current or previously elected official and/or any current or prior advisory board member on the opening of these positions?
Mr. Rae spoke with Melinda Pletcher regarding the time commitment and the responsibilities.

What are the biggest issues facing St. Pete Beach that you could help with and how do your skills contribute to that?
He stated the first issue is the hiring of a new City Manager and believed his experiences with project management in the military would help with that selection process. Another issue is small businesses coming to the City and the third is the engagement of the community; he anticipated that learning from the Commission and staff will help him identify ways to contribute.

In the time that you have lived here, what are some positive changes that you have seen in the City?
Mr. Rae enjoys the Corey Avenue Sunday Market and would like to see more St. Pete Beach businesses participating as vendors there. He would like to see more engagement of the community on a social level much like the concert in the park activities.

Do you have any time commitments?
None.

The Commission interviewed Lisa Robinson next.

How do you feel your background will help in this role?
Ms. Robinson opined that her background as a broadcast professional has provided her with experiences of strategic and logistical planning that would translate well to being an elected official. She is no-nonsense and factual and must gather information to develop a plan to obtain a result.

What are your top priorities?
She identified sea level rise, the hiring of a new City Manager, beach renourishment and conflicts with the U.S. Army Corp of Engineers, the outstanding conditional use permit applications, and the divide within the community as her top priorities.

How many City Commission meetings have you attended this year?
She stated she hasn't counted but she knows she has attended more than 6.

How many workshops, community meetings, and town halls have you attended?
Ms. Robinson has only missed one District 2 town hall and she has attended the District 1 town halls to hear about

the Boca Ciega Drive discussions. She also attended community meetings in 2002 and 1999 that affected her district as well and was able to get stop signs at Boca Ciega Drive and 71st.

Have you attended the Planning Board meeting and/or the City Commission meeting where the Conditional Use Permit for the Sirata was presented?
Ms. Robinson attended both.

Have you reviewed the Sirata Conditional Use Permit application and agenda packets?
She has reviewed the presentations, read the reports for the Planning Board and the Technical Review Committee, and probably read about 2,000 pages of the agenda.

What is your familiarity with the Comprehensive Plan and the Land Development Code?
Ms. Robinson knows that the Land Development Code regulates the Comprehensive Plan. She has familiarity with the articles as she is research driven and involved in the City. She continues to stay involved in the City and felt this was the perfect opportunity to step up. Ms. Robinson will bring honesty, integrity, and honor to the Commission.

Are you a member of any HOA, advocacy, civic, etc. groups?
No.

How do you think you can solve or assist with the top problems facing the City?
Ms. Robinson performs her own research, listens to staff and the presentations, and the findings to come up with the facts that lead to a plan to accomplish. Regarding the tackling of sea level rise, this world issue won't be solved overnight; however, she opined creating more permeable surfaces for stormwater would be the first step that she would want the City to go with.

Why have you never run for City Commission before?
She supported Commissioner Grill and was proud to be a cheerleader for him. Also, she was traveling more than she is now and did not feel it was the right time.

What positive changes have you seen in the City since you've lived here?
Ms. Robinson spoke positively about the small pocket park development and would like to see more beautification efforts.

In your work experience, have you had to do a lot of work with teams?
Her profession is very team oriented.

Do you have a specific example of when there was a conflict in your team, but after listening to both sides, you were able to come up with a different conclusion?
Ms. Robinson stated that she cannot go into her profession with her mind made up, she is always fluid and flexible.

Have you donated to any local campaigns?
Ms. Robinson donated to Adrian Petrila's Mayoral campaign.

Have you made any donations to a PAC or advocacy group?
No.

Resident Deborah Schechner spoke in favor of Lisa Robinson for Commissioner District 2. She complimented her level of involvement, her attendance at the Commission meetings, and how she educates herself on the issues.

Resident Deborah Edney spoke about the inconsistent interviews and her opinions on the way the Commission interviewed Candidate Joe Moholland for District 4.

Resident Mark Grill clarified that the questions asked regarding the donations to a campaign or political action group were made to those individuals who were being interviewed and showed up on the public record for the treasurer reports (can be found on the City's public record portal).

Resident BJ Lawson thanked the newly appointed commissioners for stepping up to serve. He spoke in favor of appointing Lisa Robinson as Commissioner of District 2. He opined it was unfair to reopen the submittal for letters of interest after the confirmed date and time. He also mentioned the recent City Manager investigation, his opinions on the lack of prior elected official concern for the allegations, and the legal fees associated with the investigation where no findings have been produced.

Resident Joe Moholland appreciated Mr. Grill's clarifications regarding the questions about donations. He reminded everyone that donations to campaigns do not only come in the form of money.

Vice Mayor Friszolowski made it clear that he spoke to Mr. Filtz about applying for this position but has had no direct involvement with him. Mr. Filtz has assisted Mr. Friszolowski's family on real estate transactions in the past and has heard wonderful things about his character and hard work. Vice Mayor Friszolowski bases his decisions on character.

Mayor Petrila opined that Mr. Filtz would be a good candidate for being appointed to an advisory board so that he can learn the City and its functions and then evolve to a Commissioner role. He appreciated all the candidates who applied and spoke about the need for the Commission to appoint the individual who has been the most involved in the City and is up to speed on the priorities. He addressed the level of consistent involvement seen by Ms. Robinson both in the community and at public meetings.

Vice Mayor Friszolowski thanked all the applicants and ranked Mr. Filtz as his top choice, Mr. Rae as his second choice and Ms. Robinson as his third choice.

Commissioner Marriott expressed her participation in the meetings at home and has been staying informed of the issues surrounding the Conditional Use Permit and the City. She expressed her opinions on the importance of someone having an objective mindset towards the issues before the Commission.

Commissioner Lorenzen opined that the Commission shouldn't hesitate in selecting an individual who hasn't been involved for a long time versus someone who has.

Motion: **Mayor Petrila moved to select Lisa Robinson as District 2 Commissioner. The motion died for a lack of second.**

Motion: **Vice Mayor Friszolowski moved, and Commissioner Lorenzen seconded the motion to appoint Nick Filtz as Commissioner for District 2.**

Mayor Petrila expressed his views on the appointment of Mr. Filtz and the appearance of conflict due to his business in the City.

Vice Mayor Friszolowski disagreed, stating that the only conflict would be if Mr. Filtz was doing business for the City of St. Pete Beach.

Mayor Petrila stated the Commission needs to select the most qualified person with experience of what is facing the City Commission.
Commissioner Marriott expressed her views on qualified versus unqualified in the context of the Mayor's views.

The motion on the floor carried 3-1. Mayor Petrila voted no.

Commissioner Friszolowski adjourned the meeting at 9:00 a.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
Special City Commission Meeting
December 28, 2023
7:30 a.m.

ELECTED OFFICIALS PRESENT:
Adrian Petrila, Mayor – via Zoom
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Karen Marriott, Commissioner, District 1
Nick Filtz, Commissioner, District 2
Rich Lorenzen, Commissioner, District 4

STAFF PRESENT:
Andrew Dickman, City Attorney – via Zoom
Wayne Saunders, City Manager
Amber LaRowe, City Clerk
Matthew McConnell, Assistant City Attorney

Vice Mayor Friszolowski called the meeting to order at 7:30 a.m. followed by the Pledge of Allegiance.

Attorney Dickman discussed an email that he received last night from Attorney Ken Weiss. This email was distributed to the Commission and is made a part of the record. Attorney Weiss's email alleges the illegality of reopening the submittal period for letters of interest, more specifically he mentioned District 2. Attorney Dickman finds no legal case that speaks to the allegations outlined. He reminded the Commission of the work performed by the City's administration to understand the Charter, the Law, and what the Supervisor of Elections would do regarding a special election. The City must follow the Supervisor of Election's schedule for holding elections with the next option after March being in August.

Vice Mayor Friszolowski reviewed the process of resignations and of Betty Rzewnicki's qualification for District 3 Commissioner for the March 2024 election; she was the only individual to turn in the paperwork and qualify during the November period.

Ms. Rzewnicki appeared via Zoom to discuss her employer's requirement for authorization to accept a second job, which this position is. As of today, no confirmation or denial to accept the job has been received by her employer. Due to the holidays, staff at her employment will not be back in the office until January 8th, and she hopes to have a definitive answer then. Based on this information, Ms. Rzewnicki would not be able to fill the vacancy today.

Vice Mayor Friszolowski stated that he will wait until December 30th to tender his resignation and is hopeful that at the January 9th City Commission meeting, Betty Rzewnicki will have heard from her employer and been giving the authorization to accept the position. He opined that this is the best path for the City because she is set to be the District 3 Commissioner after the March 19th elections.

Commissioner Marriott agreed with the Vice Mayor's opinion.

Regarding Commissioner Lorenzen's question about the difference between today's selection versus District 1, Vice Mayor Friszolowski stated that District 1 had two residents qualify to run for office; therefore, they will be on the ballot in March and elected by the voters; District 3 only had one resident, therefore, no election will happen, but she won't be in the seat until after the March election.

City Clerk LaRowe asked the Commission to provide clear intent on what is to happen on January 9th so that she

can inform the individuals of the process. She stated that based on the other meetings, interviews are approximately 30 minutes per person and asked the Commission to keep that in mind for January 9th as there are other items on the agenda that need to be discussed and approved by the Commission.

1. AUDIENCE COMMENTS

Resident Deborah Schechner inquired what happens if Ms. Rzewnicki does not hear from her employer before January 9th. She encouraged the new Commissioners to review the Planning Board meeting from November where the Sirata Conditional Use Permit was heard.

Resident Sharon Cavanaugh echoed similar comments as Ms. Schechner and opined the Commission should interview the individuals who took the time to attend today.

Resident Will Lawson spoke of his views on what he has witnessed during the last week of Commission meetings and appointments.

Resident Mike Sequin encouraged the Commission to interview the individuals present today and expressed his opinions on the process.

Commissioner Marriott spoke of her views of the process and the conflict she is facing with waiting to hear from Ms. Rzewnicki's employer versus interviewing the individuals for the position today.

2. DISCUSSION OF COMMISSION VACANCIES AND POSSIBLE APPOINTMENTS

This did not occur because Vice Mayor Friszolowski did not resign today; his resignation is effective December 30th.

Vice Mayor Friszolowski gave his final remarks before leaving office on Saturday. He thanked several staff members, the Commission, and the Sherriff's Office. He discussed several projects that he was proud to be a part of during his 32 years as an elected official. He recapped his path to office, the individuals who helped him be a successful Commissioner and Mayor, and thanked the new Commissioners for stepping up during this time.

The Commission canceled the meeting for tomorrow, December 29, 2023.

Vice Mayor Friszolowski adjourned the meeting at 8:46 a.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Action Request: I move to approve the SCADA System Ongoing Support Services Agreement with Ellis Automated Corporation in an amount not to exceed the annual Wastewater - Software and R&M Equipment budget availability for three years from contract execution, including two additional one-year extension thereafter.

Strategic Objective:

Date: January 9, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The City is requesting authorization to enter into a Sole Source Service Agreement with Ellis Automated Corporation. The City's sanitary sewer system is controlled utilizing a Supervisory Control and Data Acquisition (SCADA) system integrated with each Lift and Pump Station's controls and electronics. This SCADA system is a software and hardware system designed and maintained by Ellis Automated Corporation, the sole vendor, supplier, distributor and provider of their software package.

The City prepared the attached sole source notification package and posted it to the City's website for the required duration. No objections to procuring these services as sole source purchases was recieved.

This authorization will permit the utilization of this Services Agreement with Ellis Automated Corporation in an amount not to exceed the annual Wastewater - Software and R&M Equipment budget availability, including any amendments made to that budget.

Funding: Wastewater - Software (101-5330)
Wastewater - R&M Equipment (101-5462)

Attachments:
1. Sole Source Package
2. Draft Services Agreement
3. Hourly Rate Sheet

NOTICE OF INTENT TO PURCHASE SOLE SOURCE COMMODITIES AND/OR SERVICES

DATE/TIME OF INITIAL POSTING	DATE/TIME POSTING REMOVED
SEPTEMBER 25, 2023	OCTOBER 03, 2023

The products and/or services listed below or on the attached page(s) are believed to be unique or proprietary in nature and therefore only available from one source. If you believe that you have a "like" product or service to offer, please submit your complete cost proposal including descriptive literature and detailed specifications by email to the Contact listed below. If you prefer, you may mail your proposal to:

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

Contact information
John Taylor
jtaylor@stpetebeach.org

This notice was posted September 25, 2023. All proposals must be received by the Procurement Manager by no later than 4:00 PM October 03, 2023. Proposals received after this deadline will not be considered.

Thank you for your interest in St. Pete Beach.

09/25/2023

RE: Description of Intended/Sole Source Purchase

To Whom it May Concern:

The City of St. Pete Beach intends to purchase services for SCADA Software developed by Ellis Automated Corporation. This is proprietary software only able to be serviced by the developer.

If you believe you have a “like” service, please contact Procurement Manager, John Taylor at the email below.

Sincerely,

John Taylor
Procurement Manager
St. Pete Beach Florida
jtaylor@stpetebeach.org

CITY OF ST. PETE BEACH, FLORIDA
SOLE SOURCE PURCHASING AGREEMENT

Ellis Automated Corporation - Phase II SCADA Upgrades

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

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

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

WHEREAS, the City posted a Notice of Intent to Purchase Sole Source Commodities and/or Services on the City's website for a minimum of 7 business days.

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. The 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 Corry 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 Agreement.

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

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

4. Scope. 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. Completion Date. Vendor shall deliver the goods, or provide the services, described herein no later than 1/09/2027 ("completion date").

6. Term. This Agreement will remain in effect for 3 (three) Years from the Effective Date.

7. 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 this 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 Vendor.

8. 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 Contractor.

9. Damages. 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 5 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.

10. Compensation. 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.

11. Warranties.

a. 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.

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

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

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

14. 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 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.

15. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability 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, and in connection with violations of copyrighted or trademarked materials used by Vendor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Vendor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Vendor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common low or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Vendor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

16. 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.

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. 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")

20. 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.

21. 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:
Anthony Ellis
Ellis Automated Corp.
9200 Jasmine Blvd
New Port Richey, FL 34654

With Copy To:
Anthony@ellisautomated.com

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

With Copy To:
CityAttorney@stpetebeach.org

22. 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.

23. Effective Date. 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.

Ellis Automated Corporation:	**City of St. Pete Beach:**
Signature: *Anthony Ellis*_____	Signature: _____
By: Anthony Ellis_____	By: _____
Its: CEO_____	Its: _____
Date: January 3, 2024_____	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)

John Taylor

From: Anthony Ellis <ellisautomated@gmail.com>
Sent: Monday, October 16, 2023 4:50 PM
To: John Taylor
Subject: Re: Price List

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

Dear John Taylor,

I hope you are well.

Our current labor pricing is as follows -
1 man rt $80/hr. 1 man ot $120/hr.
2 men rt $110/hr. 2 men ot $165/hr.

Please let me know if any further information is needed and have a nice day.

Sincerely,
Anthony Ellis
Ellis Automated

On Mon, 16 Oct 2023 at 08:06, John Taylor <jtaylor@stpetebeach.org> wrote:

> Anthony:
>
> We are in the process of crafting a new longer agreement between the City of St. Pete Beach and Ellis Automated. Could you send me your most current pricing for your hourly rate? Much appreciated.
>
> Thank you.
>
> St. Pete Beach
>
> **John K. Taylor**

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Action Request: I move to approve Change Orders 4, 5, 6, and 7 to the Gulf Boulevard Undergrounding Phase 1 project with Hypower, Inc. in a total amount of $168,811.97 to be paid from the existing approved contingency.

Strategic Objective: Resiliency

Date: January 9, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: Change Orders 4, 5, 6 and 7 represent the final Change Orders needed to complete the construction of Phase 1 of the Gulf Boulevard Undergrounding project. All cumulative change orders are within the available contingency of $200,000 that was approved by the Commission at the September 26, 2023 City Commission meeting. These final Change Orders total $168,811.97 and include:

- Change Order 4: $22,522.90 - Relocation of a switchgear and removal of abandoned stormwater pipe along 64th Avenue.
- Change Order 5: $36,437.00 - Relocation of a 3-phase transformer and underground conduit for service line and transition of service to underground at meter.
- Change Order 6: $57,741.33 - Addition of eight (8) streetlights to the design.
- Change Order 7: $52,110.74 - Addition of approximately 50-feet of Gulf Blvd restoration required by FDOT.

Funding: Existing Project Contingency Balance - $200,000.00

Attachments:

1. Change Order 4
2. Change Order 5
3. Change Order 6
4. Change Order 7

CHANGE ORDER NO. 04

PROJECT: Construction of Electrical Undergrounding Project Gulf Blvd. 75th Ave to 55th Ave.

SCOPE: Underground construction services for the electrical, lighting, and communications underground conduit, equipment boxes and pads.

CONTRACTOR: HYPOWER, Inc.

CONTRACT: The Agreement dated 9-15-21 between Hypower Inc. and the City of St. Pete Beach for the above-described Project.

The Contract is changed as follows:

1. *Construction Services for Phase I (55th Ave to 75th Ave)*
   On the south side of 64th Ave, west of Gulf Blvd we had an original design based upon the drawings showing the potable water and sewer lines located close to the road. Upon digging we found that the actual location of those lines was high in the ROW placing the switchgear within 2' of pressurized water. We authorized exploratory digging with the City Manager to determine a location suitable for the Duke Energy switchgear. Hypower found a location on the south side of 64th Ave. where there was an abandoned storm drain. We moved forward removing the abandoned 24" storm drain and relocating the Duke Energy switchgear to the south side of 64th Ave., west of Gulf Blvd.

Exploratory digging, trenching, boring across 64th & restoration needed to identify a location for a switchgear on the west side of 64th Ave. Excavation was required to 8' X 15' on both sides.	*$ 18,428.00*
Removal of (2) 10' sections of abandoned 24" storm drain compact fill, brink up the remaining stormwater pipe in 3 spots	*$ 4,094.00*
Total Contingency Sum Deducted	***$ 22,522.90***

Contract Sum with prior approved Change Orders was:	$ 2,758,571.20
The Contract Sum will be increased by this Change Order for the items described above in the amount of:	$ 0.00
Contingency Balance with prior approved Change Orders	$ 200,00.00
Total Change Order Balance to come from Contingency	$ 22,522.00
Contingency Balance after this Change Order	$ 177,477.00

CHANGE ORDER NO. 04

The new Contract Sum, including this Change Order, will be: $ 2,758,571.20

The Contract Time will be changed as follows: + 14 days

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above, which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of nine months to the Contract Time.

CHANGE ORDER NO. 04

OWNER/CITY:	CONTRACTOR:
By: _____	By: _____
Name: Wayne Saunders	Name: _____
Title: City Manager, St. Pete Beach	Title: _____
Date: _____	Date: _____

Client:	City of St. Pete Beach	**HPI RCO Work Order**	306342-009
	St Pete Undergrounding	Job Number	306342
	5500 Gulf Blvd	Date	10/23/23
Contact:	Ms. Nicole L. Kurant	Page	1 OF 1

TIME, EQUIPMENT, MATERIAL & REIMBURSABLES BREAKDOWN

DESCRIPTION OF WORK

Removed 2-10' sections of concrete drain pipe. Break and motored the openings on Both ends.

Then proceeded to expose all pipe so we can start piping the Switchgear.

OTY.	MATERIAL & INVOICE COSTS REIMBURSIBLES	UNIT PRICE	EXTENSION	UNIT HR/DY	EQUIPMENT COST (Based upon Blue Book Rates)	UNIT RATE	EXT.
			$ -	5	Mini Excavator 9k	39.00	$195.00
			$ -	5	3 Yard Dump Truck	56.88	$284.40
			$ -	10	(2) Flatbed F 450	28.72	$287.20
			$ -	5	Box Truck	26.73	$133.65
			$ -		(8) Road Plate 8'x10' (per Day)	35.00	$0.00
			$ -		Towable Air Compressor 175-195 CFM DSL (per Day)	275.00	$0.00
			$ -		JT 25 Drill rig	115.00	$0.00
			$ -		2017 Ditchwitch JT9	75.00	$0.00
			$ -	5	Backhoe	56.50	$282.50
			$ -				$0.00
			$ -				$0.00
			$ -				$0.00
			$ -				$0.00
	Reimbursibles Total		$ -		**Equipment Total**		$1,182.75

TOTALS

QTY	Classification	Reg Rate	OT Rate	Reg Hours	OT Hours	Total Line Labor Cost
0	Project Manager	144.40	216.60			$0.00
1	General Superintendent	129.20	193.80	5		$646.00
0	Poject Engineer	106.40	159.60			$0.00
1	Foreman	83.60	125.40	5		$418.00
0	Lead Man	63.84	95.76			$0.00
2	Operator	68.40	102.60	5		$684.00
0	Driver	60.80	91.20			$0.00
3	Laborer	56.24	84.36	5		$843.60
0	Equipment Transport Driver	68.40	102.60			$0.00
						$0.00
						$0.00
					Total Labor	$2,591.60

QTY	PER DIEM	Daily Rate	Days	Total Per Diem
2	Per Man	160	1	$320.00
0	Mobilization	0	1	

SUMMARY	
TOTAL REIMBURSIBLES	$0.00
SALES TAX 0%	$0.00
TOTAL REIMBURSIBLE COST	$0.00
TOTAL LABOR	$2,591.60
EQUIPMENT COST	$1,182.75
PER DIEM	$320.00
OTHER COSTS	
BASE COST	$4,094.35
NET COST	$4,094.35
MARK-UP 20%	$0.00
SUB TOTAL	$4,094.35
BOND PREMIUM	$0.00
TOTAL	$4,094.35
ADJUSTMENT	-0.35
PAGE TOTAL	$4,094.00

THE UNDERSIGNED AGREES THAT THE WORK DESCRIBED ABOVE WAS ORDERED BY HIM OR HIS AGENT AND THE MATERIAL, LABOR AND OTHER ITEMS ARE ACEPTABLE. IT IS UNDERSTOOD PAYMENT WILL BE MADE WITHIN 30 DAYS AFTER INVOICE IS RENDERED. BILLINGS FOR BALANCE DUE AFTER 30 DAYS WILL BEAR INTEREST AT THE CURRENT LEGAL RATE. ANY LEGAL AND/OR COLLECTION FEES WILL BE CHARGED TO PURHCHASER.

CUSTOMER AUTHORIZED SIGNATURE | TITLE | DATE

George Antoun

HYPOWER INC. REPRESENTATIVE

10/23/23

DATE

Remit Payment to: Hypower, Inc.
5913 NW 31st Ave
Fort Lauderdale, Florida 333309

Due upon Reciept

HYPOWER INC.

5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 10-23-23

CUSTOMER NAME City of st Pete	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK 64th Ave	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

We went to 64th ave and removed 2-10' sections of concrete drain pipe. Break and motored the openings on Both ends.

Then proceeded to expose all pipe so we can start piping the Switch gear behind the Mexican Restaurant

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 10-23-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					5	Mini Excavator		
					5	(2) Flatbed F 450		
					5	Dump Truck		
					5	Back Hoe		
					5	Box Truck		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
John drayton		5					
Terence Gopson		5					
Francisco Concepti		5					
Ryan White		5					
Amereion Brothers		5					
Terry Jones		5					
Rodney White		5					
TOTALS				35			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

THE UNDERSIGNED AGREES THAT THE WORK DESCRIBED ABOVE WAS ORDERED BY HIM OR HIS AGENT AND THE MATERIAL, LABOR AND OTHER ITEMS ARE ACEPTABLE. IT IS UNDERSTOOD PAYMENT WILL BE MADE WITHIN 30 DAYS AFTER INVOICE IS RENDERED. BILLINGS FOR BALANCE DUE AFTER 30 DAYS WILL BEAR INTEREST AT THE CURRENT LEGAL RATE. ANY LEGAL AND/OR COLLECTION FEES WILL BE CHARGED TO PURHCHASER.

CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE 10-23-23 DATE

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

Client:	City of St. Pete Beach	**HPI RCO Work Order**	306342-008
	St Pete Undergrounding	Job Number	306342
	5500 Gulf Blvd	Date	09/29/23
Contact:	Ms. Nicole L. Kurant	Page	1 OF 1

TIME, EQUIPMENT, MATERIAL & REIMBURSABLES BREAKDOWN

DESCRIPTION OF WORK

Exploratory digging to confirm that the switch can fit in the new location. Trench additional 60' of 2-6" across 64th ave. Relocate the switch to the south side of 64th. Includes MOT set up/takedown, Flowable fill and asphalt patch

OTY.	MATERIAL & INVOICE COSTS REIMBURSIBLES	UNIT PRICE	EXTENSION	UNIT HR/DY	EQUIPMENT COST (Based upon Blue Book Rates)	UNIT RATE	EXT.
69	*Work Zone Signs (per Day) 23x3dy*	0.80	$ 55.20	24	Mini Excavator 9k	39.00	$936.00
12	*Pedestrian LCD (per Day) 4x3dy*	2.25	$ 27.00	24	3 Yard Dump Truck	56.88	$1,365.12
105	*Traffic Cones (per Day) 35x3dy*	0.65	$ 68.25	24	(2) Flatbed F 450	28.72	$689.28
3	*Arrow Board (per Day) 1x3dy*	45.00	$ 135.00	24	Box Truck	26.73	$641.52
2	*Tons Aspalt Patch*	102.00	$ 204.00		(8) Road Plate 8'x10' (per Day)	35.00	$0.00
11	*CY Flowable Fill*	185.18	$ 2,036.98		Towable Air Compressor 175-195 CFM DSL (per Day)	275.00	$0.00
			$ -		JT 25 Drill rig	115.00	$0.00
			$ -		2017 Ditchwitch JT9	75.00	$0.00
			$ -	24	Backhoe	56.50	$1,356.00
			$ -				$0.00
			$ -				$0.00
			$ -				$0.00
			$ -				$0.00
	Reimbursibles Total		$ 2,526.43		**Equipment Total**		$4,987.92

TOTALS

QTY	Classification	Reg Rate	OT Rate	Reg Hours	OT Hours	Total Line Labor Cost
0	Project Manager	144.40	216.60			$0.00
1	General Superintendent	129.20	193.80	24		$3,100.80
0	Poject Engineer	106.40	159.60			$0.00
1	Foreman	83.60	125.40	24		$2,006.40
0	Lead Man	63.84	95.76			$0.00
1	Operator	68.40	102.60	24		$1,641.60
0	Driver	60.80	91.20			$0.00
2	Laborer	56.24	84.36	24		$2,699.52
0	Equipment Transport Driver	68.40	102.60			$0.00
						$0.00
						$0.00
					Total Labor	$9,448.32

QTY	PER DIEM	Daily Rate	Days	Total Per Diem
2	Per Man	160	3	$960.00
0	Mobilization	0	1	

SUMMARY	
TOTAL REIMBURSIBLES	$2,526.43
SALES TAX 0%	$0.00
TOTAL REIMBURSIBLE COST	$2,526.43
TOTAL LABOR	$9,448.32
EQUIPMENT COST	$4,987.92
PER DIEM	$960.00
OTHER COSTS	
BASE COST	$17,922.67
NET COST	$17,922.67
MARK-UP 20%	$505.29
SUB TOTAL	$18,427.96
BOND PREMIUM	$0.00
TOTAL	$18,427.96
ADJUSTMENT	0.04
PAGE TOTAL	$18,428.00

THE UNDERSIGNED AGREES THAT THE WORK DESCRIBED ABOVE WAS ORDERED BY HIM OR HIS AGENT AND THE MATERIAL, LABOR AND OTHER ITEMS ARE ACEPTABLE. IT IS UNDERSTOOD PAYMENT WILL BE MADE WITHIN 30 DAYS AFTER INVOICE IS RENDERED. BILLINGS FOR BALANCE DUE AFTER 30 DAYS WILL BEAR INTEREST AT THE CURRENT LEGAL RATE. ANY LEGAL AND/OR COLLECTION FEES WILL BE CHARGED TO PURHCHASER.

CUSTOMER AUTHORIZED SIGNATURE | TITLE | DATE

George Antoun

HYPOWER INC. REPRESENTATIVE

9/29/23

DATE

Remit Payment to: Hypower, Inc.
5913 NW 31st Ave
Fort Lauderdale, Florida 333309

Due upon Reciept

CHANGE ORDER NO. 05

PROJECT: Construction of Electrical Undergrounding Project Gulf Blvd. 75th Ave to 55th Ave.

SCOPE: Underground construction services for the electrical, lighting, and communications underground conduit, equipment boxes and pads.

CONTRACTOR: HYPOWER, Inc.

CONTRACT: The Agreement dated 9-15-21 between Hypower Inc. and the City of St. Pete Beach for the above-described Project.

The Contract is changed as follows:

1. *Construction Services for Phase I (55th Ave to 75th Ave)*
   Relocation of a 3-Phase transformer on the Slice Pizza property at 6340 Gulf Blvd, owned by the Beachcomber Hotel. The original location of the transformer conflicted with a new access gate system added by the owner after the original design was completed. The access gate underground electric system required the Duke Energy transformer to be relocated to the side of the building to acquire the easement.
   The approved location of the transformer required trenching to underground to the light pole in the parking lot and the building service power being converted from the overhead feed to the underground system.

Total Contingency Sum Deducted ***$ 36,437.00***

Contract Sum with prior approved Change Orders was:	$	2,758,571.20
The Contract Sum will be increased by this Change Order for the items described above in the amount of:	$	0.00
Contingency Balance with prior approved Change Orders	$	177,477.00
Total Change Order Balance to come from Contingency	$	36,437.00
Contingency Balance after this Change Order	$	141,040.00

CHANGE ORDER NO. 05

The new Contract Sum, including this Change Order, will be: $ 2,758,571.20

The Contract Time will be changed as follows: + 14 Days

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above, which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of nine months to the Contract Time.

OWNER/CITY:	CONTRACTOR:
By: _____	By: _____
Name: Wayne Saunders	Name: _____
Title: City Manager, St. Pete Beach	Title: _____
Date: _____	Date: _____

Client:	City of St. Pete Beach	**HPI RCO Work Order**	306342-010
	St Pete Undergrounding	Job Number	306342
	5500 Gulf Blvd	Date	11/16/23
Contact:	Ms. Nicole L. Kurant	Page	1 OF 1

TIME, EQUIPMENT, MATERIAL & REIMBURSABLES BREAKDOWN

DESCRIPTION OF WORK

Frurnish and install in trench (1) 3" PVC Conduit from CT Cabinet and stub into secondary side of Duke TX Pad

Frurnish and install 2 sets (4) 350Kcmil CU (1) #1 GND from CT Cabinet to Duke Transformenr PAD.

Termination included at the CT/Disconnect. Tx cable termination by Duke. Cut and Cap Existing overhead service

above roof line to seal conduit

OTY.	MATERIAL & INVOICE COSTS REIMBURSIBLES	UNIT PRICE	EXTENSION	UNIT HR/DY	EQUIPMENT COST (Based upon Blue Book Rates)	UNIT RATE	EXT.
100	*Cold Pacth Trench*	5.85	$ 585.00	16	Mini Excavator 9k	39.00	$624.00
50	*3" PVC Conduit Sched 40*	11.74	$ 587.00	16	3 Yard Dump Truck	56.88	$910.08
3	*3" PVC Elbow Sched 40*	106.61	$ 319.83	32	(2) Flatbed F 450	28.72	$919.04
5	*3" PVC Coupl.*	4.66	$ 23.30	16	Box Truck	26.73	$427.68
2	*3" PVC Male Adapter*	18.53	$ 37.06		(8) Road Plate 8'x10' (per Day)	35.00	$0.00
2	*3" Locknut*	5.11	$ 10.22		Towable Air Compressor 175-195 CFM DSL (per Day)	275.00	$0.00
540	*#350 AWG THHN Wire*	18.53	$ 10,006.20		JT 25 Drill rig	115.00	$0.00
120	*#1 AWG THHN Wire*	5.87	$ 704.40		2017 Ditchwitch JT9	75.00	$0.00
4	*Termination Kits Polaris Taps*	114.27	$ 457.08	16	Backhoe	56.50	$904.00
			$ -	1	Wire Puller	695.00	$695.00
			$ -				$0.00
			$ -				$0.00
			$ -				$0.00
	Reimbursibles Total		$ 12,730.09		**Equipment Total**		$4,479.80
TOTALS							

QTY	Classification	Reg Rate	OT Rate	Reg Hours	OT Hours	Total Line Labor Cost
1	Project Manager	144.40	216.60	4		$577.60
1	General Superintendent	129.20	193.80	16		$2,067.20
0	Poject Engineer	106.40	159.60			$0.00
1	Foreman	83.60	125.40	16		$1,337.60
0	Lead Man	63.84	95.76			$0.00
1	Operator	68.40	102.60	16		$1,094.40
0	Driver	60.80	91.20			$0.00
2	Laborer	56.24	84.36	16		$1,799.68
0	Equipment Transport Driver	68.40	102.60			$0.00
1	Electrical Forman	95.00	142.50	8		$760.00
2	Electrical Workers	75.00	112.50	16		$2,400.00
					Total Labor	$10,036.48

QTY	PER DIEM	Daily Rate	Days	Total Per Diem
6	Per Man	160	4	$3,840.00
0	Mobilization	0	1	

SUMMARY	
TOTAL REIMBURSIBLES	$12,730.09
SALES TAX 7%	$891.11
TOTAL REIMBURSIBLE COST	$13,621.20
TOTAL LABOR	$10,036.48
EQUIPMENT COST	$4,479.80
PER DIEM	$3,840.00
OTHER COSTS	
BASE COST	$31,977.48
NET COST	$31,977.48
MARK-UP 20%	$2,724.24
SUB TOTAL	$34,701.72
PERMIT FEES	$1,735.09
TOTAL	$36,436.80
ADJUSTMENT	0.2
PAGE TOTAL	$36,437.00

THE UNDERSIGNED AGREES THAT THE WORK DESCRIBED ABOVE WAS ORDERED BY HIM OR HIS AGENT AND THE MATERIAL, LABOR AND OTHER ITEMS ARE ACEPTABLE. IT IS UNDERSTOOD PAYMENT WILL BE MADE WITHIN 30 DAYS AFTER INVOICE IS RENDERED. BILLINGS FOR BALANCE DUE AFTER 30 DAYS WILL BEAR INTEREST AT THE CURRENT LEGAL RATE. ANY LEGAL AND/OR COLLECTION FEES WILL BE CHARGED TO PURHCHASER.

CUSTOMER AUTHORIZED SIGNATURE | TITLE | DATE

George Antoun

HYPOWER INC. REPRESENTATIVE

11/16/23

DATE

Remit Payment to: Hypower, Inc.
5913 NW 31st Ave
Fort Lauderdale, Florida 333309

Due upon Reciept

CHANGE ORDER NO. 06

PROJECT: Construction of Electrical Undergrounding Project Gulf Blvd. 75th Ave to 55th Ave.

SCOPE: Underground construction services for the electrical, lighting, and communications underground conduit, equipment boxes and pads.

CONTRACTOR: HYPOWER, Inc.

CONTRACT: The Agreement dated 9-15-21 between Hypower Inc. and the City of St. Pete Beach for the above-described Project.

The Contract is changed as follows:

1. *Construction Services for Phase I (55th Ave to 75th Ave)*
   Addition of (8) additional streetlights and the additional conduit runs supporting them. This change order is for the additional scope in the installation of streetlights along Gulf Blvd between 75th Ave and 55th Ave as required by FDOT to meet illumination requirements. FDOT did not complete their review of the Duke Energy streetlight design until 10-11-2023 by Chad Stewart, District Consultant Project Management Engineer. Duke Energy updated the design and submitted the additional streetlights to Hypower in November 2023.

Total Contingency Sum Deducted ***$ 57,741.33***

Contract Sum with prior approved Change Orders was:	$	2,758,571.20
The Contract Sum will be increased by this Change Order for the items described above in the amount of:	$	0.00
Contingency Balance with prior approved Change Orders	$	141,040.00
Total Change Order Balance to come from Contingency	$	57,741.33
Contingency Balance after this Change Order	$	83,298.67

CHANGE ORDER NO. 06

The new Contract Sum, including this Change Order, will be: $ 2,758,571.20

The Contract Time will be changed as follows: + 28 Days

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above, which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of nine months to the Contract Time.

OWNER/CITY:	CONTRACTOR:
By: _____	By: _____
Name: Wayne Saunders	Name: _____
Title: City Manager, St. Pete Beach	Title: _____
Date: _____	Date: _____

HYPOWER INC.
ELECTRICAL & UTILITY CONTRACTOR

888-978-9300
24/7 Emergency Service Available
Headquarters
5913 NW 31st Avenue
Fort Lauderdale, Florida 33309
LEED Certified Service and Fleet Yard
1645 NW 33rd Street
Pompano Beach, Florida 33064

12/13/2023

Ms. Nicole L. Kurant
Engineer
Public Works Department | City of St. Pete Beach

Re: 306342 - St Pete undergrounding - RCO-011 Gulf Blvd Lighting Changes

Dear John:

The following costs are associated with additions to the electrical scope for the above referenced project as indicated below.

Reference Drawings: revision as requested by FDOT for Additional Street Lighting
Sheets: Plan Set Dated 12/11/2023
Revision: 4 Dated 11/17/2023

Cost of RCO # 011: $57,741.33

Scope of **additional** work:

- MOT (Various Areas)
- Directional Drilling for 2in HDPE Conduit & Tie In
- Open Trench for 2in PVC Conduit & Tie In
- Install Utility Flush MTD Pedestal Lighting
- Asphalt Restoration as required.
- Concrete Curb and Gutter Restoration
- Concrete Sidewalk Restoration
- Sod Restoration
- Brick Pavers Remove and Re-install.

We trust the above will meet with your approval, however, should you have any questions or require further information, please do not hesitate to contact us.

Respectfully Submitted,

George Antoun
Senior Project Manager
Hypower Power Infrastructure

RCO-011 Gulf Blvd Lighting Changes

Description	QTY	U	U Price	Ext.
EARTHWORK AND ROADWORK, AND RESTORATION				
MAINTENANCE OF TRAFFIC (ALL MATERIAL, MANPOWER	2	WK	$2,629.00	$ 5,258.00
MILLING & RESURFACING OF 1.0"-ASPHALT OVERLAY WITH +/- 1.0" S-3 OR EQUIVALENT				
60'x15'	900	SF	$ 6.63	$ 5,962.50
5'x5'	25	SF	$ 6.63	$ 165.63
5'x10'	50	SF	$ 6.63	$ 331.25
40'x10'	400	SF	$ 6.63	$ 2,650.00
40'x5'	200	SF	$ 6.63	$ 1,325.00
120 - CONCRETE CURB AND GUTTER (TYPE F)				
10'	10	LF	$ 57.00	$ 570.00
122 - CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK				
8'x5'	40	SF	$ 42.00	$ 1,680.00
6'x5'	30	SF	$ 42.00	$ 1,260.00
5'x5'	25	SF	$ 42.00	$ 1,050.00
5'x5'	25	SF	$ 42.00	$ 1,050.00
SOD RESTORATION				
10'x5'	50	SF	$ 1.81	$ 90.63
50'x5'	250	SF	$ 1.81	$ 453.13
10'x5'	50	SF	$ 1.81	$ 90.63
70'x5'	350	SF	$ 1.81	$ 634.38
60'x5'	300	SF	$ 1.81	$ 543.75
40'x5'	200	SF	$ 1.81	$ 362.50
60'x5'	300	SF	$ 1.81	$ 543.75
Brick Pavers Remove and re-install				
10'x5'	50	SF	$ 28.00	$ 1,400.00
CONDUIT AND APPURTENANCES				
201-Utility Pipe, Install, Lighting, 2" HDPE (Directional Drill)	210	LF	$ 37.97	$ 7,973.70
202-Utility Pipe, Install, Lighting, 2" HDPE (Open Cut)	325	LF	$ 63.86	$ 20,754.50
225 Install Utility Flush MTD Pedestal Lighting	8	EA	$ 449.00	$ 3,592.00
Total=				$ 57,741.33

CHANGE ORDER NO. 07

PROJECT: Construction of Electrical Undergrounding Project Gulf Blvd. 75th Ave to 55th Ave.

SCOPE: Underground construction services for the electrical, lighting, and communications underground conduit, equipment boxes and pads.

CONTRACTOR: HYPOWER, Inc.

CONTRACT: The Agreement dated 9-15-21 between Hypower Inc. and the City of St. Pete Beach for the above-described Project.

The Contract is changed as follows:

1. *Construction Services for Phase I (55th Ave to 75th Ave)* *$ 36,454.00*
   Addition of FDOT Road Restoration. FDOT required the milling and overlay of an additional 50' of roadway previously excluded from the restoration limits. The additional areas were locations where gaps in restoration were 10' or less.
   Hypower completed this additional restoration scope while the necessary equipment was on site to avoid remobilization fees.

2. *Irrigation Repairs & Relocations* *$ 15,656.74*
   Irrigation repairs at the following locations:
   - *Rum Fish Parking Lot*
   - *Tradewinds - Irrigation*
   - *Gulf Winds & 64th Ave – Relocations and Irrigation*
   - *Regency West - Irrigation*
   - *Beach Zone – Relocation of Switchgear and Capacitor Bank as required by property owner.*

Total Contingency Sum Deducted ***$ 52,110.74***

Contract Sum with prior approved Change Orders was:	$ 2,758,571.20
The Contingency Balance will be decreased by this Change Order for the items described above in the amount of:	$ 0.00
Contingency Balance with prior approved Change Orders	$ 83,298.67
Total Change Order Balance to come from Contingency	$ *52,110.74*
Contingency Balance after this Change Order	$ 31,187.93

CHANGE ORDER NO. 07

The new Contract Sum, including this Change Order, will be: $ 2,758,571.20

The Contract Time will be changed as follows: + 0 Days

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above, which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of nine months to the Contract Time.

OWNER/CITY:	CONTRACTOR:
By: _____	By: _____
Name: Wayne Saunders	Name: _____
Title: City Manager, St. Pete Beach	Title: _____
Date: _____	Date: _____

RCO-013 Additional Mill/Paving & Temporary striping

Description	SF	U	U Price	Ext.
MILLING & RESURFACING OF 1.0"-ASPHALT OVERLAY WITH +/- 1.0" S-3 OR EQUIVALENT				
260'x10'	2600	SF	$ 6.63	$ 17,225.00
212'x5'	1060	SF	$ 6.63	$ 7,022.50
102'x15'	1530	SF	$ 6.63	$ 10,136.25
Temp Striping	1274	LF	$ 1.63	$ 2,070.25
Total=				$ 36,454.00

Client:	City of St. Pete Beach	**HPI RCO Work Order**	306342-012
	St Pete Undergrounding	Job Number	306342
	5500 Gulf Blvd	Date	12/19/23
Contact:	Ms. Nicole L. Kurant	Page	1 OF 1

TIME, EQUIPMENT, MATERIAL & REIMBURSABLES BREAKDOWN

DESCRIPTION OF WORK

Irrigation repairs at various locations thru December 2023 (See attached T&M Tickets)

OTY.	MATERIAL & INVOICE COSTS REIMBURSIBLES	UNIT PRICE	EXTENSION	UNIT HR/DY	EQUIPMENT COST (Based upon Blue Book Rates)	UNIT RATE	EXT.
1	*Home depot Receipts*	174.92	$ 174.92	34	Mini Excavator 9k	39.00	$1,326.00
1	*Home depot Receipts*	24.15	$ 24.15	2	3 Yard Dump Truck	56.88	$113.76
1	*Home depot Receipts*	45.31	$ 45.31	47	flatbed F 450	28.72	$1,349.84
1	*Restoration - Gulf Winds HOA*	360.00	$ 360.00	33	Box Truck	26.73	$882.09
			$ -	1.5	Backhoe	56.50	$84.75
			$ -				$0.00
			$ -				$0.00
			$ -				$0.00
			$ -				$0.00
			$ -				$0.00
			$ -				$0.00
			$ -				$0.00
	Reimbursibles Total		$ 604.38		**Equipment Total**		$3,756.44

TOTALS

QTY	Classification	Reg Rate	OT Rate	Reg Hours	OT Hours	Total Line Labor Cost
0	Project Manager	144.40	216.60	0		$0.00
1	General Superintendent	129.20	193.80	14.5		$1,873.40
0	Poject Engineer	106.40	159.60			$0.00
1	Foreman	83.60	125.40	34		$2,842.40
0	Lead Man	63.84	95.76			$0.00
1	Operator	68.40	102.60	34		$2,325.60
0	Driver	60.80	91.20			$0.00
1	Laborer	56.24	84.36	73.5		$4,133.64
0	Equipment Transport Driver	68.40	102.60			$0.00
						$0.00
						$0.00
					Total Labor	$11,175.04

QTY	PER DIEM	Daily Rate	Days	Total Per Diem
0	Per Man	0	1	$0.00
0	Mobilization	0	1	

SUMMARY	
TOTAL REIMBURSIBLES	$604.38
SALES TAX 0%	$0.00
TOTAL REIMBURSIBLE COST	$604.38
TOTAL LABOR	$11,175.04
EQUIPMENT COST	$3,756.44
PER DIEM	$0.00
OTHER COSTS	
BASE COST	$15,535.86
NET COST	$15,535.86
MARK-UP 20%	$120.88
SUB TOTAL	$15,656.74
BOND PREMIUM	$0.00
TOTAL	$15,656.74
ADJUSTMENT	0.26
PAGE TOTAL	$15,657.00

THE UNDERSIGNED AGREES THAT THE WORK DESCRIBED ABOVE WAS ORDERED BY HIM OR HIS AGENT AND THE MATERIAL, LABOR AND OTHER ITEMS ARE ACEPTABLE. IT IS UNDERSTOOD PAYMENT WILL BE MADE WITHIN 30 DAYS AFTER INVOICE IS RENDERED. BILLINGS FOR BALANCE DUE AFTER 30 DAYS WILL BEAR INTEREST AT THE CURRENT LEGAL RATE. ANY LEGAL AND/OR COLLECTION FEES WILL BE CHARGED TO PURHCHASER.

CUSTOMER AUTHORIZED SIGNATURE | TITLE | DATE

George Antoun

HYPOWER INC. REPRESENTATIVE

12/19/23

DATE

Remit Payment to: Hypower, Inc.
5913 NW 31st Ave
Fort Lauderdale, Florida 333309

Due upon Reciept

HYPOWER INC.
5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 07-18-23

CUSTOMER NAME City of St. Pete Beach	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK 5895 Gulf Blvd	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

We had to remove and replace 35' of 1"1/4 irrigation pipe in the rum fish parking lot while installing A LG HH at ST# 185+00

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 07-18-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					1.5	Mini excavator		
					1.5	Flatbed F 450		
					1.5	Box Truck		
					1.5	Backhoe		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
John drayton		1.5					
Rodney White.		1.5					
Jerry Pruitt		1.5					
Adul Yates		1.5					
TOTALS				6			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

THE UNDERSIGNED AGREES THAT THE WORK DESCRIBED ABOVE WAS ORDERED BY HIM OR HIS AGENT AND THE MATERIAL, LABOR AND OTHER ITEMS ARE ACEPTABLE. IT IS UNDERSTOOD PAYMENT WILL BE MADE WITHIN 30 DAYS AFTER INVOICE IS RENDERED. BILLINGS FOR BALANCE DUE AFTER 30 DAYS WILL BEAR INTEREST AT THE CURRENT LEGAL RATE. ANY LEGAL AND/OR COLLECTION FEES WILL BE CHARGED TO PURHCHASER.

CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE

07-18-23
DATE

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

HYPOWER INC.

5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 07-18-23

CUSTOMER NAME City of St. Pete Beach	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK 5895 Gulf Blvd	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

We had to remove and replace 35' of 1"1/4 irrigation pipe in the rum fish parking lot while installing A LG HH at ST# 185+00

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 07-18-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					1.5	Mini excavator		
					1.5	Flatbed F 450		
					1.5	Box Truck		
					1.5	Backhoe		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
John drayton		1.5					
Rodney White.		1.5					
Jerry Pruitt		1.5					
Adul Yates		1.5					
TOTALS				6			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

THE UNDERSIGNED AGREES THAT THE WORK DESCRIBED ABOVE WAS ORDERED BY HIM OR HIS AGENT AND THE MATERIAL, LABOR AND OTHER ITEMS ARE ACEPTABLE. IT IS UNDERSTOOD PAYMENT WILL BE MADE WITHIN 30 DAYS AFTER INVOICE IS RENDERED. BILLINGS FOR BALANCE DUE AFTER 30 DAYS WILL BEAR INTEREST AT THE CURRENT LEGAL RATE. ANY LEGAL AND/OR COLLECTION FEES WILL BE CHARGED TO PURHCHASER.

CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE _____ DATE 07-18-23

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

HYPOWER INC.

5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 09-08-23

CUSTOMER NAME City of Saint Pete	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK 5500 Gulf Blvd	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

Trench 2-4" for 20' a lot of Utilities an had to undermine 8 separate utilities and leave the 2 -4" just outside a duke existing HH at STA# 176+80 back filled and surveyed . We had to remove and replace 2 different sprinkler lines with sprinkler head and mutable T's and reducers which we had to purchase.

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 09-08-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					2	Mini excavator		
					2	Flatbed F 450		
					2	Box Truck		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
John drayton		2					
Jeremy Reynolds		2					
Dontae Cook		2					
TOTALS				6			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

THE UNDERSIGNED AGREES THAT THE WORK DESCRIBED ABOVE WAS ORDERED BY HIM OR HIS AGENT AND THE MATERIAL, LABOR AND OTHER ITEMS ARE ACEPTABLE. IT IS UNDERSTOOD PAYMENT WILL BE MADE WITHIN 30 DAYS AFTER INVOICE IS RENDERED. BILLINGS FOR BALANCE DUE AFTER 30 DAYS WILL BEAR INTEREST AT THE CURRENT LEGAL RATE. ANY LEGAL AND/OR COLLECTION FEES WILL BE CHARGED TO PURHCHASER.

CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE DATE 09-08-23

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

HYPOWER INC.

5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 09-13-23

CUSTOMER NAME City of Saint Pete	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK 5500 Gulf Blvd	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

We trenched, installed and surveyed 70' of 1-3" from STA# 178+60 to 179+30 very tight digging

also had to remove and replace 3 locations in the trench of sprinkler lines.

I had Chris who is in charge of irrigation system for the Tradwinds he had to turn the system on so we could identify leaks and repairs.

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 09-13-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					3	Mini excavator		
					3	Flatbed F 450		
					3	Box Truck		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
John drayton		3					
Darryl Bradley		3					
Jeremy Reynolds		3					
Dontae Cook		3					
TOTALS				12			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

THE UNDERSIGNED AGREES THAT THE WORK DESCRIBED ABOVE WAS ORDERED BY HIM OR HIS AGENT AND THE MATERIAL, LABOR AND OTHER ITEMS ARE ACEPTABLE. IT IS UNDERSTOOD PAYMENT WILL BE MADE WITHIN 30 DAYS AFTER INVOICE IS RENDERED. BILLINGS FOR BALANCE DUE AFTER 30 DAYS WILL BEAR INTEREST AT THE CURRENT LEGAL RATE. ANY LEGAL AND/OR COLLECTION FEES WILL BE CHARGED TO PURHCHASER.

CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE _____ DATE 09-13-23

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 09-20-23

CUSTOMER NAME City of Saint Pete	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK Gulf winds dr	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

We removed and replaced 20' of sprinkler system before back filling around switch gear on gulf wind dr behind the 7-11

At STA # 193-50

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 09-20-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					2	Mini excavator		
					2	Flatbed F 450		
					2	Box Truck		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
John drayton		2					
Amereion Brothers		2					
Jeremy Reynolds		2					
Dontae Cook		2					
TOTALS				8			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

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CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE _____ DATE 09-20-23

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

HYPOWER INC.
5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 09-27-23

CUSTOMER NAME City of st Pete	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK 55th ave	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

We had to remove and replace 8' and 2 sprinkler heads in the trench

after purchasing a reducer and more couplings and 90s we made the repairs .

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 09-27-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					1.5	Mini excavator		
					1.5	Flatbed F 450		
					1.5	Box Truck		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
John drayton		1.5					
Amereion brothers		1.5					
Jeremy Reynolds		1.5					
Dontae Cook		1.5					
TOTALS				6			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

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CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE _____ DATE 09-27-23

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

HYPOWER INC.

5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 09-28-23

CUSTOMER NAME City of st Pete	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK 55th ave	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

We then mobilized to the south side of the main entrance to the Tradewinds at 55th Ave. to dig and install a LG HH

as we were digging we found to mainly main line irrigation we broke one main line irrigation and had Pinellas county and Chris from the Tradewinds Come

to shut the Reclaim water off so we can make the repair and figure out were to shift the LG HH so it will fit. After some more spot digging of a gas line and digging Down 2-4" ducts

that were bored in previously to a 3' grade we fell good about moving the HH 10' to the south. We will dig it up tomorrow and hopefully install the LG HH. We worked it from 9am to 3PM

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 09-28-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					6	Mini excavator		
					6	(2) Flatbed F 450		
					6	Box Truck		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
John drayton		6					
Rodney White		6					
Jeremy Reynolds		6					
Dontae Cook		6					
Amereion Brothers		6					
TOTALS				30			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

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CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE _____ DATE 09-28-23

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

HYPOWER INC.
5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 10-17-23

CUSTOMER NAME City of st Pete	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK 64th Ave.	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

On 64th Ave. behind the Mexican Restaurant we removed 38' of irrigation to install a LG HH
We repiped the irrigation around the LG HH after purchasing 1"pipe 1" couplings and a 1"T

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 10-17-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					2	Mini excavator		
					2	Flatbed F 450		
					2	Box Truck		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
John drayton		2					
Terence Gopson		2					
Jeremy Reynolds		2					
Ryan White		2					
Amereion Brothers		2					
TOTALS				10			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

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CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE _____ DATE 10-17-23

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

HYPOWER INC.
5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 10-19-23

CUSTOMER NAME City of st Pete	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK Tradewinds	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

We installed a small HH and a single phase Transformer at STA# 179+30 at the Tradewinds

There was a lot of irrigation in the way we had to dig 25' tracing irrigation line in order to cut them and reroute 2-1-1/4" lines.

We had to off set the irrigation lines 8" to the east in order to install the small HH i had to Purchase a lot of irrigation materials.

We will have to return in the morning to backfill the pit.

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 10-19-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					4	Mini excavator		
					4	Flatbed F 450		
					4	Box Truck		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
John drayton		4					
Terence Gopson		4					
Jeremy Reynolds		4					
Ryan White		4					
Amereion Brothers		4					
TOTALS				20			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

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CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE DATE 10-19-23

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

HYPOWER INC.

5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 10-26-23

CUSTOMER NAME City of st Pete	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK Tradewinds	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

We had to replace 3 sprinkler heads and repair 1 1-1/4 irrigation line location STA# 175+00

This is where we tied in 2-6" conduits that the bore crew bored in earlier this week.

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 10-26-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					4	Mini excavator		
					4	Flatbed F 450		
					4	Box Truck		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
John drayton		4					
Terence Gopson		4					
Jeremy Reynolds		4					
Ryan White		4					
Amereion Brothers		4					
TOTALS				20			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

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CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE _____ DATE 10-26-23

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

HYPOWER INC.

5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 11-10-23

CUSTOMER NAME City of st Pete	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK 59th ave & gulf blvd	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

Crew #2 we had to fix and reroute multiple irrigation lines i purchased a lot of irrigation parts we had to have the irrigation line turned on several time to make sure it was put back together the right way took us 3hrs to reroute and put back together the irrigation at 59th ave for switch gear # 1 & 2

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 11-10-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					2	Mini excavator		
					2	(2) Flatbed F 450		
					2	Box Truck		
					2	Dump truck		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
Rodney White		2					
Sandro		2					
Francisco		2					
Terry Jones		2					
John Drayton		2					
TOTALS				10			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

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CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE _____ DATE 11-10-23

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

HYPOWER INC.

5913 N.W. 31st AVENUE - FORT LAUDERDALE, FLORIDA 33309
TELEPHONE: (954) 978-9300 FAX: (954) 978-8766

TIME & MATERIAL WORK ORDER

SHEET: 1 OF 1 DATE: 12-08-23

CUSTOMER NAME City of st Pete	CUSTOMER ORDER NUMBER	TIME & MATERIAL WORK ORDER # HP
ADDRESS 10 Corey Ave.	ADDITIONAL WORK AUTHORIZATION	DAILY WORK PERFORMED
CITY St. Pete Beach FL, 33706	JOB NUMBER 306342	WORK COMPLETE YES ☑ NO ☐
LOCATION OF WORK 5555 Gulf Blvd	JOB NAME St. Pete Undergrounding pr	

DESCRIPTION OF WORK

Rodney, Jeremy and Chris restored the grounds between 5575 and 5555 on Gulf blvd they also had to repair sprinkler system repaired which took 5 hrs to repair every time they made a repair and turned the system on another one would blow out they dug down and repaired 5 different locations.it took them most of the day 5 hrs

CUSTOMER AUTHORIZATION TO PROCEED: _____ DATE: 12-08-23

QTY.	MATERIAL	UNIT PRICE	PER	EXT	HRS	EQUIPMENT RENTAL	HRS. RATE	EXT.
					5	Mini excavator		
					5	(2) Flatbed F 450		
					5	Box Truck		
TOTALS								

NAME	EMP #	REGULAR HOURS	REGULAR RATE	REGULAR TOTAL	OVERTIME HOURS	OVERTIME RATE	OVERTIME TOTAL
Rodney White		5					
Chris Kighten		5					
Jeremy		5					
Terry Jones		5					
John Drayton		5					
TOTALS				25			

SUMMARY	
TOTAL MATERIAL COST	
SALES TAX	
TOTAL REG.LABOR	
TOTAL O.T. LABOR	
PERMIT FEES	
OTHER COSTS	
BASE COST	
OVERHEAD	
NET COST	
FEES	
SUB TOTAL	
BOND PREMIUM	
TOTAL	
GRAND TOTAL	

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CUSTOMER AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

HYPOWER INC. REPRESENTATIVE _____ DATE 12-08-23

FORM HP 405 WHITE-INVOICE PINK-OFFICE FILE YELLOW-CUSTOMER

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Action Request: Authorization to approve a Professional Planning Service Agreement with Lynn Rosetti on an as-needed basis.

Strategic Objective:

Date: January 9, 2024

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The purpose of the service will assist the City with planning services that includes:

- Assisting in Local Mitigation
- Assisting in Community Rating System (CRS)
- Complete Certificate of Appropriateness for the Historic Preservation Board
- Assist in FEMA variance to historically designated properties.
- Complete Historic Designations.

Lynn has served the city at this capacity as a staff member and in the past year (2) years as a consultant. Her current contract expires December 29, 2023. This contract would not exceed $25,000.

Funding: 001-5401-515-5310

Attachments: 1. Lynn Rosetti 23-24 (Final2)

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

Planning Services

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

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

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

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

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

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

2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility, the Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, https://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of

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

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

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

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

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

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

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

8. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B. This agreement will not exceed **$25,000** in payment for the term of the Agreement.

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

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

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

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

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

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

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

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

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

17. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

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

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

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

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. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Vendor is an independent Vendor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Vendor, which policies of Vendor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Vendor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Vendor and the City and the City will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

22. 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.

23. 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:
Lynn Rosetti
5912 3rd Street S
St Petersburg, FL 33705
Lrosetti58@gmail.com

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

24. 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.

25. 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.

26. 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.

Lynn Rosetti	**City of St. Pete Beach:**
Signature: _____	Signature: _____
By: Lynn Rosetti	By: Wayne Saunders
Its: Planning Consultant	Its: Interim City Manager
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"

1. Fee Schedule $50/hour would apply to the following services and not to exceed $25,000 in 2024.
    a. Assist in Local Mitigation Strategy
    b. Assist in Community Rating System
    c. Assist in Coastal Resiliency
    d. Certificate of Appropriateness
    e. Assist with FEMA Variance if needed.
    f. Historic Local Designation
    - Other planning services as required or requested.

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Action Request: I move to approve the Amendment to the Professional Service Agreement with Halff Associates, Inc. to extend the Agreement for the first one (1) year extension past the original three (3) year term.

Strategic Objective: Internal Operations

Date: January 9, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: In January 2021, the City executed a Professional Service Agreement with Halff Associates, Inc. for design services in support of projects throughout the City. This agreement is due for renewal and staff recommends exercising the first one (1) year extension with the intent to re-bid all Professional Service agreements in the fourth quarter of fiscal year 2024 to update the pool of professional service contracted firms performing these services for the City.

Funding: N/A

Attachments: 1. Halff Contract Extension

AMENDMENT TO CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES WITH HALFF ASSOCIATES, INC.

THIS AMENDMENT ("Amendment") is made to the certain Continuing Contract for Professional Design Services Agreement for the Professional Design Services for Vertical Construction, Planning, Roads & Water Management, and Resiliency ("Agreement") executed as of January 12, 2021, by and between CITY OF ST. PETE BEACH ("City") and HALFF ASSOCIATES, INC. ("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. **Term.** Renew the Agreement pursuant to Section 5.3, for an additional one (1) year period, through January 12, 2025, allowing for one (1) remaining renewal period of one (1) year.

2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.

3. **Entire Agreement.** This Amendment and Agreement 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.

HALFF ASSOCIATES, INC.:

Signature:

By: Brandyn D. Littleton

Its: VP, Operations Manager, Tampa

Date: 1.3.2024

CITY OF ST. PETE BEACH:

Signature: _____

By: Wayne Saunders

Its: City Manager

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Andrew Dickman
City Attorney

ATTEST:

_____
Amber LaRowe
City Clerk

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Action Request: I move to approve the Amendment to the Professional Service Agreement with Hyatt Survey Services, Inc. to extend the Agreement for the first one (1) year extension past the original three (3) year term.

Strategic Objective: Internal Operations

Date: January 9, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: In December 2020, the City executed a Professional Service Agreement with Hyatt Survey Services, Inc. for survey services in support of projects throughout the City. This agreement is due for renewal and staff recommends exercising the first one (1) year extension with the intent to re-bid all Professional Service agreements in the fourth quarter of fiscal year 2024 to update the pool of professional service contracted firms performing these services for the City.

Funding: N/A

Attachments: 1. Hyatt Contract Extension

AMENDMENT TO CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES WITH HYATT SURVEY SERVICES, INC.

THIS AMENDMENT ("Amendment") is made to the certain Continuing Contract for Professional Design Services for Survey Services ("Agreement") executed as of December 30, 2020, by and between CITY OF ST. PETE BEACH ("City") and HYATT SURVEY SERVICES, INC. ("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. **Term.** Renew the Agreement pursuant to Section 5.3, for an additional one (1) year period through December 30, 2024, allowing for one (1) remaining renewal period of one (1) year.

2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.

3. **Entire Agreement.** This Amendment and Agreement 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.

HYATT SURVEY SERVICES, INC.:

Signature: _____

By: Russell P. Hyatt, PSM

Its: Vice President

Date: 1-2-2024

CITY OF ST. PETE BEACH:

Signature: _____

By: Wayne Saunders

Its: City Manager

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Andrew Dickman
City Attorney

ATTEST:

_____
Amber LaRowe
City Clerk

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Action Request: I move to approve the Amendment to the Professional Service Agreement with George F. Young, Inc. to extend the Agreement for the first one (1) year extension past the original three (3) year term.

Strategic Objective: Internal Operations

Date: January 9, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: In January 2021, the City executed a Professional Service Agreement with George F. Young, Inc. for design services in support of projects throughout the City. This agreement is due for renewal and staff recommends exercising the first one (1) year extension with the intent to re-bid all Professional Service agreements in the fourth quarter of fiscal year 2024 to update the pool of professional service contracted firms performing these services for the City.

Funding: N/A

Attachments: 1. George F. Young Contract Extension

AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES WITH GEORGE F. YOUNG, INC.

THIS AMENDMENT ("Amendment") is made to the certain Continuing Contract for Professional Design Services Agreement for the Professional Design Services for Planning, Roads & Water Management, and Survey ("Agreement") executed as of January 8, 2021, by and between CITY OF ST. PETE BEACH ("City") and GEORGE F. YOUNG, INC. ("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. **Term.** Renew the Agreement pursuant to Section 5.3, for an additional one (1) year period, through January 8, 2025, allowing for one (1) remaining renewal period of one (1) year.

2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.

3. **Entire Agreement.** This Amendment and Agreement, 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.

GEORGE F. YOUNG, INC.:	**CITY OF ST. PETE BEACH:**
Signature: _____	Signature: _____
By: Antonio Serbia, P.E.	By: Wayne Saunders
Its: Vice President Engineering	Its: City Manager
Date: _____	Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	ATTEST:
_____	_____
Andrew Dickman City Attorney	Amber LaRowe City Clerk

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Action Request: I move to approve the Amendment to the Professional Service Agreement with Kimley-Horn and Associates, Inc. to extend the Agreement for the first one (1) year extension past the original three (3) year term.

Strategic Objective: Internal Operations

Date: January 9, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: In February 2021, the City executed a Professional Service Agreement with Kimley-Horn and Associates, Inc. for design services in support of projects throughout the City. This agreement is due for renewal and staff recommends exercising the first one (1) year extension with the intent to re-bid all Professional Service agreements in the fourth quarter of fiscal year 2024 to update the pool of professional service contracted firms performing these services for the City.

Funding: N/A

Attachments: 1. Kimley-Horn Contract Extension

AMENDMENT TO CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES WITH KIMLEY-HORN AND ASSOCIATES, INC.

THIS AMENDMENT ("Amendment") is made to the certain Continuing Contract for Professional Design Services Agreement for the Professional Design Services for Vertical Construction, Planning, Roads & Water Management, and Resiliency ("Agreement") executed as of February 8, 2021, by and between CITY OF ST. PETE BEACH ("City") and KIMLEY-HORN AND ASSOCIATES, INC. ("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. **Term.** Renew the Agreement pursuant to Section 5.3 for an additional one (1) year period, through February 8, 2025, allowing for one (1) remaining renewal period of one (1) year.

2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.

3. **Entire Agreement.** This Amendment and Agreement 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.

KIMLEY-HORN AND ASSOCIATES, INC.:

Signature:

By: Kelly B. Bulloch, P.E.

Its: Vice President

Date: January 2, 2024

CITY OF ST. PETE BEACH:

Signature: _____

By: Wayne Saunders

Its: City Manager

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Andrew Dickman
City Attorney

ATTEST:

_____
Amber LaRowe
City Clerk

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Action Request: I move to approve the Amendment to the Professional Service Agreement with Stantec Consulting Services, Inc. to extend the Agreement for the first one (1) year extension past the original three (3) year term.

Strategic Objective: Internal Operations

Date: January 9, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, Interim City Manager

Summary of Issue: In January 2021, the City executed a Professional Service Agreement with Cardno, Inc. for design services in support of projects throughout the City. Since then, Cardno has been acquired by Stantec Consulting Services, Inc, including all of Cardno's contract obligations. The Cardno agreement is due for renewal and staff recommends exercising the first one (1) year extension with the intent to re-bid all Professional Service agreements in the fourth quarter of fiscal year 2024 to update the pool of professional service contracted firms performing these services for the City.

Funding: N/A

Attachments: 1. Stantec Contract Extension

AMENDMENT TO CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES WITH STANTEC CONSULTING SERVICES, INC.

THIS AMENDMENT ("Amendment") is made to the certain Continuing Contract for Professional Design Services Agreement for the Professional Design Services for Planning, Roads & Water Management and Resiliency ("Agreement") executed as of January 7, 2021, by and between CITY OF ST. PETE BEACH ("City") and STANTEC CONSULTING SERVICES, Inc. ("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. **Term.** Renew the Agreement pursuant to Section 5.3, for an additional one (1) year period, through January 7, 2025, allowing for one (1) remaining renewal period of one (1) year.
2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
3. **Entire Agreement.** This Amendment and Agreement, 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.

STANTEC CONSULTING SERVICES, INC.:	**CITY OF ST. PETE BEACH:**
Signature: _____	Signature: _____
By: Douglas Stoker	By: Wayne Saunders
Its: Vice President	Its: City Manager
Date: _____	Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	ATTEST:
_____	_____
Andrew Dickman City Attorney	Amber LaRowe City Clerk

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to authorize the City Manager to terminate the agreement with the Madeira Beach Baseball and Softball Boosters, Inc.

Strategic Objective: Internal Operations

Date: January 9, 2024

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Wayne Saunders, Interim City Manager

Summary of Issue: The City entered into a (5) year agreement with Southwest Little League in 2019 for use of Hurley and Egan Park ball fields. In the fall of 2022, board members of Southwest Little League approached the city and declared that they were unable to make the league work and the kids from Southwest Little League were going to play in Madeira Beach Little League. In the fall of 2022, no league used City of St Pete Beach fields. In January 2023, the commission approved an agreement with Madeira Beach Youth Baseball and Softball Boosters, Inc.

After one season playing with Madeira Beach Youth Baseball and Softball Boosters, Inc, past players and families of Southwest Little League wanted to reform the league and play back in St Pete Beach. After compromising with both leagues on Egan Field usage, it is Southwest Little desire to be the only league using St Pete Beach fields. The agreement with both parties has a term clause stating that the City may cancel this Agreement at will, without cause, and in its sole discretion upon (15) days written notice to the League.

It is our recommendation to give the Madeira Beach Youth Baseball and Softball Boosters, Inc, (15) day written notice to end the City's Agreement with them and work solely with the Southwest Little League on field usage.

Funding: N/A

Attachments:
1. Little League 08132019
2. Mad Beach signed 2023

AGREEMENT
(Little League)

This is an Agreement ("Agreement"), by and between the City of St. Pete Beach, a Municipal Corporation with its principal place of business located at 155 Corey Avenue, St. Pete Beach, Florida, 33706 (hereinafter, "the City"), and the The League, a Florida Corporation, with its principal place of business located at 253 Corey Ave, St. Pete Beach, FL. 33706 (hereinafter, "the League"). Collectively the League and the City shall be referred to as the ("Parties").

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

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

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

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

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

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

2. Facilities. The City agrees to allow the League to use the following baseball field facilities: located at:

   a. Egan Park, 9101 Blind Pass Road, St. Pete Beach, FL 33706
   b. Hurley Park, 1500 Pass-a-Grille Way, St. Pete Beach FL, 33706

3. Term. This Five-Year Agreement shall be in effect from *September 1, 2019 through August 31, 2024.* The City may cancel this Agreement at will, without cause, and in its sole discretion upon fifteen (15) days written notice to the League. The City, in its sole discretion, may renew this Agreement upon the League's written request, which shall be provided to the City no less than ninety (90) days prior to renewal.

4. League Documentation. The League agrees to provide the following documentation to the City each year:

   a. Current by-laws for organization
   b. List of current officers and board members with addresses
   c. Copy of insurance with City of St. Pete Beach listed as additional insured
   d. Schedule for each season (fall and spring)
   e. Background Checks on all volunteers and coaches

The City will analyze the information gathered from the Criminal History Background Check. If an applicant is found to have been convicted of any of the following offenses, he or she shall not be allowed to work with children.

- *Sex Offenses and Misconduct*
- *Violent Felonies*
- *Felonies (other than sex or violence related) within the past 10 years*
- *Any child abuse or domestic violence convictions*
- *Misdemeanors within the past seven years*

5. Indemnification. The League agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys excluding only the sole negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. The League's liability hereunder shall include all attorney fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the League against the City and the League hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes.

6. Sovereign Immunity. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Subject to the limitations set forth in this Section, the League shall assume control of the defense of any claim asserted by a third party against the City and, in connection of such defense, shall appoint lead counsel, in each case at the League's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving the League of any of its obligations hereunder. If the League assumes control of the defense of any third party claim in accordance with this paragraph, the League shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the League shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (I) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the League has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense

or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7. City Responsibilities. The City agrees to:

   a. Maintain the playing fields and lights in accordance with the standards deemed appropriate by the City in its sole discretion.

   b. Assume authority in determining if play should be allowed in certain situations, i.e., poor field conditions, severe weather, etc.

   c. Provide and maintain trash cans on a daily basis.

   d. Maintain exterior buildings, rest rooms, bleachers and facilities including all repairs.

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

   a. Maintain the grounds outside of the playing area free of paper and debris accruing from the operation of any concession stand and league activities. Empty all trash containers associated with the concession stand.

   b. Turn off field lights by 10:00pm nightly. In the event that ball field lights are left on and staff is contacted to go and turn off lights, the League shall be billed for the overtime of that staff person with a two (2) hour minimum call back.

   c. Maintain and repair concession facilities, meeting and storage spaces in accordance with specifications established by the State Sanitation Code and the Pinellas County Health Department. Keep current all required licenses and permits.

   d. Submit field rental fees of $800 (fall ball) by October 1 and $1,200 (spring ball) by March 1 each year.

   f. The League will provide general maintenance to the batting cage area located at Egan Park on a regular basis. Failure to maintain batting cage may result in removal of cage.

   g. Line all fields (provide dust, paint, and trash liners), supply and maintain all bases, anchors and field equipment.

h. Abide by the decision of the Parks Supervisor or City Designated Staff as to playability of the field. In the event the City Staff is not available, the League President or the League President's designee, shall assume responsibility for making the decision. If damage to the field shall result from the use of the field following the League President's or the League President's designee decision, the League shall be financially responsible for the repair of the field.

i. Refain from adding any materials to the playing field without the consent of the City Designated Staff

j. Obtain the written prior approval of the City before physical improvements or additions are made to the facility. This includes signage on fencing.

k. Obtain prior approval, (a minimum of 14 days prior to event) from the City Designated Staff for the use of said facilities for any tournaments and clinics to be held by the League.

l. The League will assume all responsibility to monitor storm conditions and evacuate playing fields of participants and spectators when the threat of lightning approaches.

m. Maintain control of coaches, referees, participants and spectators.

n. Report damaged City facility, equipment and/or vandalism within 24 hours to City Designated Staff.

o. The league will make every effort to continue to promote this program to the St. Pete Beach community.

p. The league will provide an accurate schedule of St. Pete Beach field usage at least seven (7) days prior to scheduling tryouts, practices or games.

9. Maintenance and Use. The League is hereby authorized and instructed to make, keep and maintain reasonable rules and regulations regarding the use of the facility by members of the League . While the City expects ordinary wear and tear, the League agrees to keep the said premises and the building in a sanitary and clean condition. The League also agrees to enforce City park rules posted at each facility.

10. Insurance. The League at its expense shall keep in force during the term of this Agreement, insurance from an insurance company licensed in the State of Florida. The required insurance shall be evidenced by a certificate of insurance which must be submitted to, and approved by, the City prior to the effective date of this Agreement. The City of St. Pete Beach shall be named as an additional insured under the policy, and the City shall be provided with a 30 day notice in the event of cancellation, non-renewal or adverse change to the policy. The League shall provide, on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, Comprehensive General Liability Insurance with a minimum limit of **$1,000,000** per occurrence combined single limit **and aggregate of $2,000,000.**

11. Cancellation. The League's failure to comply with the following requirements shall subject this Agreement to immediate cancellation by the City.

    a. This Agreement is specifically conditioned upon the League continuing to run its program in accordance with International Little League Standards in such a manner that the League's activities are open to all eligible youth who wish to participate, regardless of ability, sex or race. In the event that the League changes this policy, this Agreement shall be subject to being canceled immediately.

12. Assignment. This Agreement may not be assigned or transferred in any manner by the League without the written consent of the City.This Agreement shall be binding upon the parties hereto, their successors and assigns.

13. Legal Construction. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereinafter null and void and of no further force and effect whatsoever. This Agreement constitutes the entire agreement between the parties hereto; it may only be modified or amended in writing signed by all parties.

14. Venue. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Pinellas County, Florida.

15. Conflicts. If any provision hereof, excluding paragraph 3, is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision, excluding paragraph 3, shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement. If paragraph 3 is deemed unenforceable, then this Agreement shall terminate immediately.

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

As to League:
The League
Attn: _____
253 Corey Ave
St. Pete Beach, FL 33706

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

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

18. Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

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

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

The League

By: _____

Title: Treasurer / Player Agent

City of St. Pete Beach:

By: _____
Alex Rey

Title: City Manager

APPROVED AS TO FORM AND LEGAL CORRECTNESS:

_____
Andrew Dickman
City Attorney

ATTEST:

_____
Rebecca C. Haynes
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —
(1) DEFINITIONS. —For purposes of this section, the term:
(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.
(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:
(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address) .
(b) A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

CITY OF ST. PETE BEACH, FLORIDA
LICENSE AGREEMENT

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

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

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

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

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

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

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

2. Facilities. The City agrees to allow the League to use the following baseball field facilities:

   a. Egan Park, 9101 Blind Pass Road, St. Pete Beach, FL 33706
   b. Hurley Park, 1500 Pass-a-Grille Way, St. Pete Beach FL, 33706

3. Term. This Agreement shall be in effect from January 1, 2023 for a period of five (5) years. The City may cancel this Agreement at will, without cause, and in its sole discretion upon fifteen (15) days written notice to the League.

4. League Documentation. The League agrees to provide the following documentation to the City each year:

   a. Current by-laws for organization
   b. List of current officers and board members with addresses
   c. Copy of insurance with City of St. Pete Beach listed as additional insured
   d. Schedule for each season (fall and spring)
   e. ~~Background Checks on all volunteers and coaches~~

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

5. Indemnification. The League agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys excluding only the sole negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. The League's liability hereunder shall include all attorney fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the League against the City and the League hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes.

6. Sovereign Immunity. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Subject to the limitations set forth in this Section, the League shall assume control of the defense of any claim asserted by a third party against the City and, in connection of such defense, shall appoint lead counsel, in each case at the League's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving the League of any of its obligations hereunder. If the League assumes control of the defense of any third party claim in accordance with this paragraph, the League shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the League shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the League has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7. City Responsibilities. The City agrees to:

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

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

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

9. Maintenance and Use. The League is hereby authorized and instructed to make, keep and maintain reasonable rules and regulations regarding the use of the facility by members of

the League. While the City expects ordinary wear and tear, the League agrees to keep the said premises and the building in a sanitary and clean condition. The League also agrees to enforce City park rules posted at each facility.

10. Insurance. The League at its expense shall keep in force during the term of this Agreement, insurance from an insurance company licensed in the State of Florida. The required insurance shall be evidenced by a certificate of insurance which must be submitted to, and approved by, the City prior to the effective date of this Agreement. The City of St. Pete Beach shall be named as an additional insured under the policy, and the City shall be provided with a 30 day notice in the event of cancellation, non-renewal or adverse change to the policy. The League shall provide, on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, Comprehensive General Liability Insurance with a minimum limit of **$1,000,000** per occurrence combined single limit **and aggregate of $2,000,000.**

11. Cancellation. This Agreement is specifically conditioned upon the League continuing to run its program in accordance with Babe Ruth League Inc. ~~International Little League Standards~~ in such a manner that the League's activities are open to all eligible youth who wish to participate, regardless of ability, sex or race. In the event that the League changes this policy, this Agreement shall be canceled immediately.

12. Assignment. This Agreement may not be assigned or transferred in any manner by the League without the written consent of the City.This Agreement shall be binding upon the parties hereto, their successors and assigns.

13. Legal Construction. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereinafter null and void and of no further force and effect whatsoever. This Agreement constitutes the entire agreement between the parties hereto; it may only be modified or amended in writing signed by all parties.

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

15. Conflicts. If any provision hereof, excluding paragraph 3, is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision, excluding paragraph 3, shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement. If paragraph 3 is deemed unenforceable, then this Agreement shall terminate immediately.

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

As to League:	**As to City:**
Madeira Beach Youth Baseball and Softball Boosters, Inc. Attn: _____ 200 Rex Place Madeira Beach, FL 33708	City Manager City of St. Pete Beach 155 Corey Avenue St. Pete Beach, FL 33706 With copy to: cityattorney@stpetebeach.org

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

18. Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

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

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

21. Authority. The League hereby acknowledges that the person executing this Agreement

on behalf of the League has the full authority to do so and to bind the League to the terms hereof.

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

The League	**City of St. Pete Beach:**
Signature	Signature
Darrin R. McClellan	ALEX REY
Printed Name	Printed Name
President	City Manager
Title	Title
1/30/23	1/11/23
Date	Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman
City Attorney

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.

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to execute the International Association of Firefighters (IAFF) Local 4966 Article 24: Pay Plan with an effective date as October 1, 2023.

Strategic Objective: Staff Recruitment and Retention

Date: January 9, 2024

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Wayne Saunders, Interim City Manager

Summary of Issue: On May 23, 2023, the city commission approved authorization to ratify the Tentative Agreement reached with the International Association of Firefighters (IAFF) Local 44966. Under that Tentative Agreement, members covered under the agreement shall be paid in accordance with the Pay Plan during the term of the agreement. Wages were set through FY23 with wage re-opener discussions set for FY24.

The following negotiations took place leading up to agree upon terms. They were:

- June 30, 2023: First Wage Re-opener negotiation where the IAFF made a proposal on wages (Article 24)
- August 8, 2023: Closed door meeting with City Commission and City's Negotiation Team to discuss IAFF proposal and ask direction regarding Article 24.
- September 8, 2023: Second Wage Re-opener
- September 14, 2023: Third and final Wage Re-opener meeting. A tentative agreement (TA) was reached and signed by the IAFF and later by the Interim City Manager, Wayne Saunders.

The agreed upon terms were for members to progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan; there shall be an 8% Gross Wage Increase (GWI) with retroactivity as applicable to October 1, 2023. For FY2025, the contract will be reopened to address Article 24 (Pay Plan) only.

Other amendments agreed upon are the following:

- In an effort to increase the starting pay for Firefighter/Paramedics and ensure the step plan (both Firefighter/EMT and Paramedic) is more in-line with comparable departments, Step 1 was removed from

Firefighter/Paramedics and Step 15 was removed from Firefighter/EMTs thus reducing the total steps to 14.

- Whenever a member is required to serve as an Acting Lieutenant for a minimum of one (1) hour, the member will be compensated an additional two dollars ($2.00) for all hours worked in such a capacity.
- Whenever a member is required to serve as an Acting District Chief for a minimum of One (1) hour, the member shall be compensated an additional three dollars ($3.00) per hour for all hours worked in such a capacity.

Both the above amounts are being changed from one dollar ($1).

Funding: 001-5801-5120

Attachments: 1. IAFF signed TA 12.26.23

Art. / Version	L-4966 TA	City TA	Date
24			09/~~08~~14/2023

ARTICLE 24: PAY PLAN

24.1 Annual Base Salary and Classifications.

A. Members covered by this Agreement shall be paid in accordance with the Pay Plan during the term of this Agreement. The Pay Plan for the period of this contract is set forth in Appendix I.

B. Firefighter/EMT status shall be considered to be the minimum requirement for employment with the City. Status in other classifications shall determine eligibility for manning in the other classifications.

Members assigned to other classifications shall be expected to retain their eligibility for their respective assignments. Should a member fail to retain eligibility in an assigned classification, the member shall be reassigned to another status for which the member is eligible in accordance with the provisions of Article 21, Seniority, Layoff and Recall, provided a position in another classification for which the member is eligible is available. Should a position not be available, the member shall be terminated or, at the discretion of the City, transferred to another department or division.

C. A firefighter is a member who meets the minimum standards established for a firefighter by the State of Florida.

D. A firefighter/EMT is a member who has successfully completed and passed an EMT training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be an EMT.

E. A firefighter/Paramedic is a member who has successfully completed and passed a paramedic training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be a paramedic.

F. A Lieutenant is a member who works in a supervisory position over shift personnel and will be classified as an EMT or Paramedic based on his current qualifications established by the department and the State of Florida for such certification.

24.2 Progression in the Pay Plan.

The City shall complete a performance evaluation on each employee annually on or before the employee's anniversary date. The annual performance evaluation shall determine the member's eligibility to progress in the Pay Plan. The City shall be entitled to change the method of the performance evaluation unilaterally. Progression of the Pay Plan during this contract period in a fiscal year (FY) will be as follows:

A. For FY 2023: Members will progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan with retroactivity as applicable to October 1, 2022.

B. For FY 2024: ~~The contract will be reopened to address Article 24 only.~~ Members will progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan; there shall be a 8% Gross Wage Increase (GWI) with retroactivity as applicable to October 1, 2023.

C. For FY2025: The contract will be reopened to address Article 24 only.

D. Employees have no expectation of any increase in their wages or benefits, including STEP increases, after the date of the termination of this Agreement absent a successor agreement or final action by

the Legislative Body of the City pursuant to FS 447.403, providing for such increases or improvements.

E. Members shall only be awarded steps as outlined in the attached plan.

24.3 Acting Lieutenant/Acting District Chief.

A. Whenever a member is required to serve as an Acting Lieutenant for minimum of one (1) hour, the member shall be compensated an additional ~~one~~ two dollars (~~1~~2.00) per hour for all hours worked in such acting capacity.

B. All Acting Lieutenant assignments shall be made on the basis of qualifications for such assignments in the judgment of the City.

C. ~~The Lieutenant assigned to Station 23 shall be paid an additional one dollar ($1.00) per hour when assigned as shift commander.~~Whenever a member is required to serve as an Acting District Chief for a minimum of one (1) hour, the member shall be compensated an additional three dollars (3.00) per hour for all hours worked in such a capacity.

24.4 Kelly Days.

Members will be given a twenty-four (24) hour shift off with pay every thirteenth (13^{th}) shift in lieu of paid holidays effective October 1, 2013, but, no more than nine (9) in any fiscal year.

Forty (40) hour employees will not be eligible to receive Kelly Days.

24.5 Extra Pay for Special Assignments or Certifications.

Employees shall be eligible for special pay based on State of Florida certification or special assignment by the Fire Chief as follows:

Certification	Eligibility	Extra Pay	MAX/MIN Employees
Engine and Truck Driver	As assigned	.50 cents	N/A
SCBA	When designated by Chief, or designee	12.5 cent per hour	Maximum of three (3)
Acting Lt.	When assigned	$~~1~~2.00 per hour For Hours worked in acting capacity	N/A
~~Shift Commander~~Acting District Chief	When assigned	$~~1~~3.00 per hour for hours worked ~~as Shift Commander~~in acting capacity	N/A
Fire Officer I (State of Florida Certification Required)	EMTs and Paramedics	12.5 cents per hour beginning first pay period after State verification of certification	All EMTs and Paramedics

A. Loss of Certification will result in cessation of extra pay.

B. Employees are required to provide evidence satisfactory to the City of current certification and to notify the Chief immediately upon the loss of any certification.

City of St. Pete Beach **(PROPOSAL)**

IAFF Local 4966 Pay Plan **(8%GWI, Steps 2-5=3.5% & Steps 6-14=3%) / LT = (8%GWI, Steps 2-5=4.3% & Steps 6-8=3.5%)**

FY 2024	Current FY23	1	2	3	4	5	6	7	8	9	10	11	12	13	14
INSPECTOR	$42,820	$46,246	$47,864	$49,539	$51,273	$53,068	$54,660	$56,300	$57,989	$59,728	$61,520	$63,366	$65,267	$67,225	$69,242
FF/EMT	$46,500	$50,220	$51,978	$53,797	$55,680	$57,629	$59,357	$61,138	$62,972	$64,862	$66,807	$68,812	$70,876	$73,002	$75,192
FF/PM	$53,000	$59,243	$61,317	$63,463	$65,684	$67,655	$69,684	$71,775	$73,928	$76,146	$78,430	$80,783	$83,207	$85,703	$88,274
LT/EMT	$65,000	$70,200	$73,219	$76,367	$79,651	$83,076	$85,983	$88,993	$92,108	-	-	-	-	-	-
LT/PM	$70,000	$75,600	$78,851	$82,241	$85,778	$89,466	$92,598	$95,838	$99,193	-	-	-	-	-	-

***Note: Step 15 dropped from Inspector & FF/EMT; Step 1 dropped from FF/PM**

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Action Request: I move to adopt Resolution 2023-26.

Strategic Objective: Elections

Date: January 9, 2024

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: This Resolution will establish the date for the 2024 Special Municipal Election as August 20, 2024. The Resolution also designates the Qualifying Period as 12:00 p.m. (noon) Monday, May 6, 2024, through 12:00 p.m. (noon), Monday, May 13, 2024.

Funding: Account No. 001-5101-512-5493; waiting for estimated costs from the Supervisor of Elections.

Attachments:
1. 2023-26 Special Election and Qualification Period

RESOLUTION NO. 2023-26

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA ESTABLISHING THE DATE FOR THE 2024 SPECIAL MUNICIPAL ELECTION AND THE QUALIFICATION PERIOD FOR THE COMMISSIONER FOR DISTRICT 2 AND DISTRICT 4.

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

1. A Special Municipal Election will be held on Tuesday, August 20, 2024, to elect a Commissioner for District No. 2 and District 4; and the Qualification Period is set as 12:00 p.m., Monday, May 6, 2024, through 12:00 p.m., Monday, May 13, 2024.

2. Every person who shall be a candidate for the Office of City Commissioner shall file the necessary papers with the Office of the City Clerk not earlier than 12:00 p.m., on Monday, May 6, 2024, and not later than 12:00 p.m. on May 13, 2024.

3. To qualify for the position of Commissioner for District 2 and Commissioner District 4, a candidate must be a full-time resident of the District in which s/he seeks to represent for a period of twelve (12) months preceding the last day of the established qualifying period.

PASSED AND APPROVED BY THE COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS 9TH DAY OF JANUARY 2024.

CITY COMMISSION, CITY OF ST. PETE BEACH, FLORIDA

_____
Adrian Petrila, Mayor

ATTEST:

_____
Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Andrew Dickman, City Attorney

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Discuss holding a Community Meeting to gather feedback on Ordinance 2023-14

Date: January 9, 2024

Prepared By: Julie Anderson, Building Division Manager

Through: Wayne Saunders, City Manager

Summary of Issue: Because this is the first meeting with the new Commission members, staff would like direction on how to proceed with the floodplain ordinance amendment that was approved for the first reading on December 12, 2023. The previous commission had requested that a community meeting be held to hear public questions and feedback on the amendment. They also wanted to invite a speaker from the Pinellas County Property Appraiser's Office (PCPAO) to speak about the constitutional amendment that very narrowly did not pass in the 2022 county election. The amendment, had it been approved, would have excluded flood mitigation improvements from being included in the taxable value of residential property. Does the current commission still wish to hold a community meeting? If so, Mike Twitty is available to speak on January 18th from 4:00-6:00pm, and staff requests your confirmation to proceed with scheduling the meeting.

Funding: NA

Requested Motion: "I move to schedule the community meeting to hear feedback on the draft floodplain ordinance amendment on January 18, 2024 from 4:00 to 6:00pm."

Attachments: NA