



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

155 Corey Avenue
St. Pete Beach, FL 33706

Monday, September 9, 2024
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Presentations -**

a. Representative Linda Chaney Check Presentation

Representative Linda Chaney Check Presentation

b. Tampa Bay Regional Planning Council Presentation of Services, Programs, and Model Shoreline Ordinance Template

Meghan Maraia Blancher, Coastal Ecologist with Tampa Bay Regional Planning Council, will present on TBRPC services, programs, and the Model Shoreline ordinance template.

2. **Approval of the Agenda -**

Action Request: Motion to approve the September 9, 2024, City Commission Agenda.

3. **Audience Comments -**

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

4. **Consent -**

- a. August 27, 2024, City Commission Meeting Minutes
- b. Authorize the City Manager to execute an agreement with Caladesi Construction in the amount of \$128,873.94 for the replacement of the Don Vista Gallery Building HVAC system
- c. Authorize the City Manager to execute an agreement in the amount of \$114,414.90 for the Don Vista Roof Replacement
- d. Authorize the City Manager to execute an agreement with Florida Parking Inc., DBA Yellow Dawg, for pavement construction on El Centro Street for the amount of \$58,879.00
- e. Emergency Medical Services Advanced Life Support (ALS) Agreement with Pinellas County EMS Authority
- f. Authorize the City Manager to execute the change order with Halff Associates for the Belle Vista Drive Seawall Outfall Modifications project in the amount of \$10,074.98

5. Action Items -

- a. Approve a contract, timeline and scope of services with Calvin, Giordano and Associates, Inc. for Comprehensive Plan Development in the amount \$156,800

Presentation of the draft Comprehensive Plan services proposal, budget and timeline prepared by Calvin, Giordano and Associates, Inc. for City Commission input.

6. Ordinances -

- a. **Final Reading Ordinance 2024-02: Seawall, Bulkhead, and Retaining Wall Regulations**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE III – PROPERTY MAINTENANCE, SECTION 98-66 – RESIDENTIAL AND COMMERCIAL PROPERTY MAINTENANCE; ARTICLE IV – SEAWALLS, BULKHEADS AND RETAINING WALLS, SECTION 98-100 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS NOT ON GULF OF MEXICO; SECTION 98-101 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS ON GULF OF MEXICO; SECTION 98-104 – APPEALS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Open the public hearing. Close the public hearing after comments, if any.

Action Request: Motion to adopt Ordinance 2024-02.

- b. **First Reading Ordinance 2024-06: Parking Meter and Waste Water Fees**
AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING APPENDIX A OF THE CITY’S CODE OF ORDINANCES; IMPLEMENTING AN HOURLY PUBLIC PARKING INCREASE; IMPLEMENTING A WASTEWATER FEE INCREASE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

7. Resolutions -

- a. **Resolution 2024-04: Establish Rate of Stormwater Service Assessments**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE RATE OF STORMWATER SERVICE ASSESSMENTS; APPROVING STORMWATER SERVICE NON-AD VALOREM ASSESSMENT ROLLS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

8. Items for Discussion -

- a. **Discussion with Possible Action: Board and Committees Proposed Code**

Changes (as presented by Vice Mayor Moholland at the last meeting)
Discussion of the attached requests for change to the Board and Committees Code of Ordinances

b. Discussion on Future Revenue
Requested by Vice Mayor Moholland

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. 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 12:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 12:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 12:00 p.m. the day of the meeting at <https://www.stpetebeach.org/PublicComment>

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

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

**CITY COMMISSION MEETING
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Agenda Report

Agenda Title Name: Representative Linda Chaney Check Presentation

Action Request: N/A

Strategic Objective: Resiliency

Date: September 9, 2024

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Frances Robustelli, City Manager

Summary of Issue: Florida House Representative, Linda Chaney, will be providing a check for \$625,000 to the City of St Pete Beach to address resilient outfall structures.

Funding: N/A

Attachments:

**CITY COMMISSION MEETING
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Agenda Report

Agenda Title Name: Tampa Bay Regional Planning Council Presentation of Services, Programs, and Model Shoreline Ordinance Template

Action Request: None - for informational purposes.

Strategic Objective: Beautiful beaches

Date: September 9, 2024

Prepared By: Meghan Maraia Blancher

Through: Frances Robustelli, City Manager

Summary of Issue: A short presentation from a coastal ecologist with the Tampa Bay Regional Planning Council regarding the Model Shoreline Ordinance, and general programs and services offered by the Council.

Funding: N/A

Attachments:

1. Draft Ordinance
2. Ordinance Flyer
3. Ordinance - Background Information

**Uniform Resilient Shoreline Protection
Model Ordinance Template**

ARTICLE _____. – REGIONAL RESILIENCY STANDARDS FOR TIDAL FLOOD BARRIERS, LIVING
SHORELINES, AND NATURAL AND NATURE-BASED SHORELINE FEATURES

Adopted by the _____ [ELECTED BODY] on _____, 202__ into the
_____ Code of Ordinances (Code), Article ____ within Chapter __ serves as a model code
for adoption of regionally consistent minimum standards and a basis for tidal flood resilience and
shoreline protection across the community.

Sec. __-01. Purpose and intent.

The purpose of this article is to ensure that local shorelines are resilient to changing sea levels and tidally influenced flooding through 2070 to provide community flood protection benefits and ensure the ecological integrity of coastal habitats and shorelines on bay waters and riverine systems. This includes establishing a consistent minimum elevation and design criteria for tidal flood barriers (which include, but are not limited to, banks, berms, green-grey infrastructure, seawalls, seawall caps, natural and nature-based features (NNBFs), upland stem walls, or other infrastructure) that impede tidal waters from flowing onto a subject and adjacent property or public right-of-way, and located within or along a tidally influenced area that will:

- (a) Provide a standard for tidal flood barriers that serve as a mitigation strategy for tidal flooding, by accounting for water levels predicted under combined conditions of sea level rise and high tides, through the year 2070; and
- (b) Ensure new shoreline protection structures and major shoreline modifications are designed for use as tidal flood barriers.
- (c) Facilitate the construction of living shorelines and NNBFs, where appropriate, that can provide defense against tidal flooding, enhance water quality and improve natural resource benefits.
- (d) Establish a policy for protecting and preserving natural shorelines, promoting living and hybrid shorelines and defining appropriate locations and land-use types for implementing hardened structures.

Sec. __-02. Applicability.

This article applies to 1) all new tidal flood barriers, 2) the replacement, substantial repair or substantial rehabilitation of shorelines and shoreline structures, and 3) the installation of any fixed infrastructure attached to tidal flood barriers (such as mooring structures). This article is not applicable to oceanfront beaches, passes, inlets or shorelines seaward of the Coastal Construction Control Line.

Sec. __-03. Definitions.

For the purposes of this article, the following terms, phrases, words, and their derivation shall have the meanings given herein, except when the context clearly indicates a different meaning. In the interpretation and application of this article, the definitions provided for herein shall control over definitions that may be included in other documents or manuals, including, but not limited to, the Florida Building Code. Words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive.

Uniform Resilient Shoreline Protection Model Ordinance Template

Appurtenant Structure includes boathouses, sheds, gazebos, detached apartments, and pool houses on the same parcel as the principal property.

Bank means the level space separating a waterway from an inland area, often sloped, elevated and constructed of compacted soil.

Berm an earthen mound designed with impermeability to resist the flow of tidal waters through it to an adjacent property or public right-of-way.

Bulkhead a vertical or near-vertical, substantially impermeable structure that provides shoreline protection from waves while retaining upland soils.

Breakwater a structure constructed from rip rap, armor stone or precast concrete units that has a top elevation at or above the Mean High Water Line, with a specified slope and linear geometry, that is placed offshore for the purpose of dissipating wave energy before reaching the shoreline.

Cap means the top of a seawall which is usually formed and poured with concrete and rebar.

Crest means the highest portion of a shoreline feature.

Datum (vertical) means a base elevation used as a reference from which to reckon heights or depths.

Escarpment an area of the shoreline where the elevation changes suddenly. Escarpments are usually caused by erosion and refers to a steep slope (greater than 2:1) and greater than 18 inches in height.

Erosion the process of losing soil to wind, water, through natural processes or anthropogenic means.

Fetch the distance of open water over which wind blows or waves propagate unobstructed.

Grade (Slope, incline, gradient, pitch) - a physical feature of a landform which is described by the tangent of the angle the surface makes to horizontal. Typically described by the ratio of "rise over run" or vertical to horizontal distance.

Green-grey infrastructure or *green-grey materials* a combination of engineered and natural elements that provide environmental qualities, ecosystem value and protective services.

High Tide Flooding refers to king tides or exceptional high tides which occur seasonally around a new or full moon when the Moon and Sun are at their perigee (closest point to Earth).

Living shorelines, a suite of shoreline protection techniques that incorporate habitat restoration alone or in combination with some type of built infrastructure to provide coastal protective services. Living shorelines use native vegetation alone or in conjunction with low sills, encompassing riprap, oyster bag arrays, in front of low elevation Seawalls or Bulkheads to stabilize the shoreline.

Mean High Water Line the average of the high tide water levels over a 19-year time period (tidal epoch). These water levels vary based on the area of tidal influence, the distance from a pass or inlet or distance upstream from the mouth of a river.

Uniform Resilient Shoreline Protection Model Ordinance Template

Mooring structure a boat dock, slip, davit, hoist, lift, floating vessel platform, mooring pile, or similar structure attached to land or to a seawall, to which a vessel can be secured by ropes or cables.

North American Vertical Datum (NAVD 88) means the vertical control for datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. The National Geodetic Survey (NGS) is working on replacing NAVD 88 with plans to release the new datums in 2022.

Overtopping water levels or waves that are above the crest height of a shoreline treatment or seawall.

Natural and Nature-Based Features (NNBFs) are landscape features that are used to provide engineering functions relevant to flood risk management, while producing additional economic, environmental, and/or social benefits. Examples include beaches and dunes; vegetated environments such as salt marshes, freshwater wetlands and fluvial flood plains, and seagrass beds; coral and oyster reefs, barrier islands and others. NNBFs may occur naturally or be engineered, constructed and/or restored to mimic natural conditions.

Public interest determination an analysis that balances criteria for a determination on whether a seawall/bulkhead tidal flood barrier project is not contrary to the public interest.

Public nuisance a condition injurious to the public health or safety of the community or a neighborhood, or injurious to any considerable number of persons, or a condition that obstructs the free passage or use, in the customary manner, of any public right-of-way or adversely impacts the operation of public infrastructure.

Revetments structures usually made of large, loose, irregularly shaped stone or other material such as limerock or clean concrete rubble and have a specified slope on the waterward face. Revetments are constructed directly on the shoreline on or around the Mean High Water Line.

Rip Rap/Armor Stone generally rounded, limestone or granite that is placed on a slope to interlock and dissipate wave energy. Rip rap is effective at retaining sediment when used in conjunction with geotextile fabric.

Sea level rise projections the projected rise in water level for the Gulf of Mexico without the influence of a storm. Sea level rise projections are defined by the State of Florida in Section 380.093, F.S. to include National Oceanic and Atmospheric Administration 2017 tech report scenarios for Intermediate Low and Intermediate High for 2040 and 2070. Sea level rise projections will be updated approximately every five (5) years, based on updated information produced by the National Oceanic and Atmospheric Administration, the National Climate Assessment, the Florida Flood Hub and other appropriate sources predicting future flood risk.

Seawall a vertical or near-vertical, substantially impermeable structure typically made of concrete, vinyl or steel, that provides shoreline protection from waves while retaining upland soils. The elevation of the top of a seawall must comply with the current minimum finished elevation requirements in the Code as set by the Department of _____ [insert local government building department here] to ensure protection of adjacent property, public right-of-way or other public infrastructure from flooding associated with currently realized and expected future sea level rise.

Uniform Resilient Shoreline Protection Model Ordinance Template

Seawall Enhancement Project work performed in conjunction with an existing seawall/bulkhead which cannot be removed due to requirements of the immediately adjacent upland infrastructure. Enhancement projects improve water quality, increase soil retention, provide habitat and reduce wave energy impacts to the seawall. Examples of enhancements include installing vegetation, planter tubes and riprap at the wall base to prevent scour.

Seawall height standards the height of seawall structures as prescribed in this Article or by a local building code represented in NAVD 88 or a subsequent vertical datum. Seawall height standards shall incorporate sea level rise projections, seasonal tidal fluctuations and other factors influencing water levels that should be considered for protecting shorelines and property from future flood risk by the year 2070. The elevation of the top of a seawall, bulkhead cap or other protection must comply with the current minimum finished elevation of 5.0' NAVD 88 by the City/County to ensure protection of adjacent property, public right-of-way or other public infrastructure from flooding associated with currently realized and expected future sea level rise.

Shoreline means a tidally influenced area where land meets water.

Shoreline Overlay District means an area that is established including tidally influenced areas to preserve and enhance the environmental qualities of surface waters and the natural and economic values of shoreline areas within _____, to provide for the efficient and beneficial utilization of those waters and shoreline areas, and to protect the public health, safety and welfare.

Shoreline modification structures or actions that permanently change the physical configuration or quality of the shoreline, particularly at the point where upland areas and tidal waters meet.

Shoreline type the state of the shoreline in terms of environmental or structural elements that presently exist or could exist in the future at that tidally influenced area.

Sill - a low-elevation, shore-parallel structure constructed of precast concrete units with proper pH balance, riprap, oyster bags, oyster domes, or similar material on the waterward side of a created tidal wetland fringe marsh. A sill is typically constructed below the Mean High Water Line.

Storm surge the abnormal rise in the water elevation caused by a combination of effects from a storm including the atmospheric pressure changes, wind effects, the Earth's rotation, shallow water depth and rainfall.

Substantial modification, repair or substantial rehabilitation means:

- (a) Any modification to the shoreline or a shoreline structure along more than fifty percent (50%) of the length of the property's shoreline; or
- (b) Any modification, alteration, or installation of an appurtenant structure that exceeds fifty percent (50%) of the replacement cost of the existing tidal flood barrier along the shoreline.

Substantially impermeable means any shoreline protection constructed, repaired, or reconstructed pursuant to this Section, in a manner that prevents groundwater on the landward side of the structure from being affected by tidal waters on the seaward side of the wall.

Tidal datum a standard elevation defined by measurement of a certain phase of the tide over long time periods. Tidal datums are used as references to measure local water levels and should not be extended

Uniform Resilient Shoreline Protection Model Ordinance Template

into areas having differing oceanographic characteristics without substantiating measurements. In order that they may be recovered when needed, such datums are referenced to fixed points known as benchmarks. Tidal datums are also the basis for establishing privately owned land, state owned land, territorial sea, exclusive economic zone, and high seas boundaries.

Tidal flood barrier means any structure or shoreline feature including, but not limited to, banks, berms, green-grey infrastructure, seawalls, seawall caps, NNBFs, upland stem walls, or other infrastructure that impedes tidal waters from flowing onto a subject and adjacent property or public right-of-way, and located within or along a tidally influenced area.

Tidal waters mean any water that alternately rises and falls in a predictable and measurable rhythm or cycle due to the gravitational attraction of the moon and sun, including seasonal tide events such as King Tides. Extreme tidal elevation changes caused by a storm event (i.e. storm surge) are not to be used as a determining factor of whether or not an existing shoreline protection structure is in violation of the _____'s maintenance requirements.

Tidally influenced area means the real property adjacent to, or affected by, a body of water with water level changes in response to the daily tide.

Toe scour – loss of soil or erosion at the outside toe base of a seawall, breakwater or revetment due to wave action, overflowing flood waters or currents. If the issue is not addressed the area of influence may grow to the point the foundational base is damaged or structural stability is affected.

Wetland a distinct ecosystem that is inundated by water, either permanently or seasonally, where oxygen-free processes prevail. The primary factor that distinguishes wetlands from other landforms or water bodies is the characteristic vegetation of aquatic plants, adapted to the unique hydric soil.

Sec. __-04. Minimum elevations for tidal flood barriers within tidally influenced areas.

(a) By 2040, all new or substantially repaired or substantially rehabilitated banks, berms, green-grey infrastructure, revetments, seawalls, seawall caps, upland stem walls, or other similar infrastructure shall be designed and constructed to perform as tidal flood barriers. Tidal flood barriers shall have a minimum elevation of five (5) feet NAVD 88 to account for projected sea level rise in combination with high tides by 2070. Heights specified by this Section shall be reviewed no less than every 5 years in conjunction with updates to the national sea level rise projections.

(b) Tidal flood barriers shall be improved, designed, and constructed to prevent current and future tidal waters from impacting adjacent property, public right-of-way, or other public infrastructure. Causing, suffering, or allowing the trespass of tidal waters onto adjacent property, public right-of-way or other public infrastructure is hereby declared a public nuisance and a citable offense requiring abatement. The owner shall demonstrate progress toward addressing the cited concern within sixty (60) days after receipt of the citation and complete the construction of an approved remedy no later than three hundred sixty-five (365) days after receipt of the citation. For projects that require specialized environmental analysis (e.g. benthic resources survey) that have defined seasonal limitations or for other just cause, the jurisdiction may approve extensions of the 60-day and 365-day timelines herein pursuant to this section in writing or as defined in _____ [other relevant existing Code Section for the JURISDICTION],

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(c) All property owners must maintain any existing tidal flood barrier in good repair. A tidal flood barrier is presumed to be in disrepair if it allows tidal waters to flow unimpeded through or over the barrier and onto adjacent property or public right-of-way. Failure to maintain a tidal flood barrier in good repair shall be a citable offense. The owner of the tidal flood barrier shall demonstrate progress towards repairing the cited defect within ninety (90) days after receiving a citation and shall complete repairs within three hundred sixty-five (365) days after receipt of the citation. If the required repair or rehabilitation meets the substantial repair or substantial rehabilitation threshold, no later than three hundred sixty-five (365) days after receipt of the citation, the property owner shall design, obtain permits, cause to be constructed, and obtain final inspection approval of shoreline modifications that meet the minimum elevation and design requirements. The _____ Department is permitted to extend these timelines upon good cause shown and reasonable progress towards compliance being diligently pursued by the property owner. Reasonable progress towards compliance may include, but is not limited to, hiring a licensed contractor, submitting a building permit application, diligently pursuing the issuance of a building permit with the applicable departmental disciplines charged with review of the same, and any acts evidencing progress towards the actual construction of the repaired or new shoreline modifications. Should the property owner adhere to the timeframes set forth in this Section (including any extensions granted by the _____ Department) the property owner shall be entitled to a complete abatement of any fines accrued pursuant to this Section. The foregoing shall not be an exclusive remedy and the _____ [JURISDICTION] may at its option additionally institute a civil action to enforce the provisions in this chapter.

(d) Subject to the provisions of this Article, tidal flood barriers shall be designed to reach the required elevation as determined in (a) and constructed to adjoin immediately proximate or adjacent tidal flood barriers, to the extent practicable, to close gaps and prevent trespass of tidal water.

(e) All tidal flood barriers undergoing replacement, substantial repair or substantial rehabilitation shall be constructed along the property's entire shoreline.

(f) For tidal flood barriers, property owners are required to implement approaches and materials that enhance the biological value of traditional vertical seawalls and flood barriers with the incorporation of seawall enhancement design, living shoreline features, use of hybrid grey-green materials, and the use of biological forms, where practicable.

(g) This section shall not be construed to require the installation of a seawall where other shoreline protection measures serve as an equally effective tidal flood barrier.

(h) Tidal flood barriers capable of automatically being elevated in advance of high tides or other technologies to prevent tidal flooding are permissible if automation does not require daily human intervention. Permitting for such barriers shall include documented evidence signed and sealed by a licensed engineer that such structures shall not cause damage to natural resources including those located in uplands or nearshore waters or adverse impact from wave deflection, run-up , etc..

(i) All elevations shall be in the NAVD 88 datum.

**Uniform Resilient Shoreline Protection
Model Ordinance Template**

Sec. ____-05. Shoreline overlay districts, shoreline structures and hierarchy of response.

(a) A Shoreline Overlay District shall be established identifying the types of tidal flood barriers that will be permitted based upon regionally uniform environmental conditions, engineering attributes and resilience factors. Shoreline Overlay Districts are comprised of shoreline uses that identify the shoreline type that presently exists within that specific geographic area. All property located within the Shoreline Overlay District is subject to both the standards applicable to that property as well as the requirements imposed by this Section.

(b) Purpose. The purpose of the Shoreline Overlay District is the protection of the _____ [JURISDICTION's] private property, public right-of-way, or other public infrastructure, natural shoreline and coastal resources. These features require protection because of their important flooding and erosion prevention functions, their scenic qualities, their value for public recreation and water access, and their value as wildlife habitat. The district establishes rules and standards for tidal flood barriers and shoreline types.

(c) Boundaries. The Shoreline Overlay District shall encompass all lands, including underwater lands, which are located within the following area: landward of the mean high water line of any tidal waters within the [JURISDICTION], to a line which is fifty (50) feet landward of said mean high water line. The overlay district shall consist of shoreline types as follows:

(1) Natural Shoreline: any shoreline that is designed to gradually slope to achieve the minimum elevation for tidal flood barriers and can support native wetland plants (marsh, mangroves, cypress trees) and native upland plants.

(2) Hybrid Shoreline: any shoreline that is designed to achieve the minimum elevation for tidal flood barriers that includes an engineered treatment such as a sill made from oyster domes, oyster bags, or rip rap, etc. to reduce wave energy and includes natural vegetation upland of the sill.

(3) Seawall/bulkhead (armored): a shoreline design with a vertical structure to achieve the minimum elevation for tidal flood barriers to high wave energy conditions and/or spatial limitations such as adjacent upland infrastructure (roads, buildings, pools).

(d) All shoreline types must connect to the adjacent natural or manmade feature of equal or higher elevation to provide a continuous protection to achieve the minimum elevation for tidal flood barriers.

(e) The Shoreline Overlay District map identifies the shoreline types at the individual parcel level, as well as a generalized representation of the extent of the JURISDICTION's shoreline overall. The Shoreline Overlay District map is an approximate representation of the extent and location of the Shoreline Overlay District and has not been formally delineated or surveyed. Additional site-specific evaluation may be required to confirm the location of the Shoreline Overlay District prior to undertaking any shoreline modification.

(f) Permitted, conditionally permitted or prohibited tidal flood barriers pursuant to existing shoreline conditions. The 3 shoreline types defined in this section shall be authorized for implementation according to the existing shoreline condition.

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Tidal flood barriers shall be permitted, conditionally permitted or determined to be in the public interest as defined in Table ____-____.

Table ____-____.

Existing Shoreline Condition / Type	Future Permitted Tidal Flood Barriers	Future Conditionally Permitted Tidal Flood Barriers	Future Tidal Flood Barriers subject to the public interest determination
Natural	Living Shoreline	Sill with plants (if erosion exists)	Seawall/bulkhead (armored)
Hybrid	Sill and plants	Sill without plants	Seawall/bulkhead (armored)
Seawall/bulkhead (armored)	Sea wall with Enhancements (riprap and sediment tubes with plants)	Sea wall with riprap only	Seawall/bulkhead (armored) with no enhancements

(g) Public interest determination. Seawalls or bulkheads (armored) tidal flood barriers with or without enhancements shall be determined to be not contrary to the public interest. A public interest evaluation shall be undertaken that balances design of the seawall or bulkhead with or without enhancements considering future impacts such as sea level rise and tidal flooding with the benefits, costs, protection and potential adverse impact of the tidal flood barrier for its projected useful life of 50 years. The following criteria shall be considered and balanced in determining whether or not the seawall or bulkhead (armored) tidal flood barrier with or without enhancements is not contrary to the public interest.

1. Whether or not the seawall or bulkhead (armored) tidal flood barrier will adversely affect the public health, safety, or welfare or the property of others;
2. Whether or not the seawall or bulkhead (armored) tidal flood barrier will adversely affect the conservation of fish and wildlife, including endangered or threatened species, or their habitats;
3. Whether or not the seawall or bulkhead (armored) tidal flood barrier will adversely affect navigation or the flow of water or cause harmful erosion or shoaling;
4. Whether the seawall or bulkhead (armored) tidal flood barrier will adversely affect the fishing or recreational values or marine productivity in the vicinity of the activity;
5. Whether the seawall or bulkhead (armored) tidal flood barrier will be of a temporary or permanent nature (subparagraph 62-330.302(1)(a)5, F.A.C.);
6. Whether the seawall or bulkhead (armored) tidal flood barrier will adversely affect or will enhance significant historical and archaeological resources under the provisions of Section 267.061, F.S. (subparagraph 62-330.302(1)(a)5, F.A.C.);
7. The current condition and relative value of functions being performed by areas affected by the proposed seawall or bulkhead (armored) tidal flood barrier (subparagraph 62-330.302(1)(a)7, F.A.C.);
8. The condition of the waterway where the seawall or bulkhead (armored) tidal flood barrier will be located (width or open waterway, vegetation, etc.);
9. The current elevation of the subject and adjacent properties; and
10. The type of property served by the seawall or bulkhead (armored) tidal flood barrier (single family residential, multi-family residential, industrial, commercial, etc.).

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Applicants shall submit materials to _____ [JURISDICTION] staff to assist with the public interest evaluation for seawall or bulkhead (armored) tidal flood barrier projects. For further guidance interpreting 1-7 in the criteria above, consult Sections 10.2.3.1-10.2.3.7 of the Environmental Resource Permit Applicant's Handbook Volume 1, December 2, 2020, for the Department of Environmental Protection and all five water management districts, or its successor Handbook.¹

(h) No shoreline modification shall be made unless consistent with this Section.

(i) A shoreline modification must be authorized in accordance with the Shoreline Overlay District, the underlying zoning and any other overlay district in which it is located. In the event of a conflict, the more restrictive regulation shall apply.

(j) Nonconforming shoreline types are those that were legally established or constructed prior to the adoption of Sec. _____. Nonconforming shoreline types shall be subject to the same requirements as nonconforming uses/structures in Sec. _____.

(k) Variances for limited relief relative to the shoreline types as permitted or conditionally permitted in Table ____-____ shall be considered pursuant to Sec. _____ when the requirements of this Code will create an unnecessary hardship, as distinguished from a mere inconvenience, where the requirements of this Code render the land difficult to use because of some rare and unique physical attribute of the property itself or some other factor unique to the property, such as the width of the adjoining water body, for which the variance is requested.

(l) Waivers or administrative adjustments shall be available consistent with Section ____-____. *[If no such section exists within the relevant Code, consider: There are situations that require flexibility to technical standards, dimensional standards, design criteria, and/or specific use standards to respond to unique site conditions and/or existing conditions in the immediate vicinity. The waiver and administrative adjustment provisions are intended to allow an applicant to seek flexibility to certain code requirements and allow the _____ to administratively process and take action on said requests.]*

Sec. ____-06. Design and Construction of Natural Shorelines.

Natural shorelines are gradually sloped to achieve the minimum elevation for tidal flood barriers and can support native wetland plants (marsh, mangroves, cypress trees) and native upland plants. Natural shorelines shall consist of a gradual slope no steeper than 4:1 with a minimum top elevation of 5.0 feet NAVD88 coupled with native plants and could include a sill to address wave energy dissipation if necessary. Natural shorelines shall be kept in their current state if there are no erosional features. If there are ongoing erosional features, these can be addressed by implementing nature-based shoreline designs such as Living Shorelines, which could include a sill of natural material such as riprap, precast concrete units, oyster bags, or precast domes to provide protection from wave energy, but must include a naturally sloped shoreline with native plants to stabilize the shoreline itself. Natural shorelines that do not have an existing elevation of 5 feet NAVD88 shall also include the addition of an earthen or other type of berm to achieve the minimum elevation. Natural shorelines shall meet all applicable state and federal regulatory requirements and allow for the trimming of mangroves beyond a height of 6 feet, per the current FDEP mangrove trimming guidelines or those of an applicable deleted agency with that authority. A Living Shoreline may have its waterside face consist of plants and other natural elements that improve

¹ Environmental Resource Permit Applicant's Handbook Volume 1, December 2, 2020, for the Department of Environmental Protection and all five water management districts available at:
https://www.sfwmd.gov/sites/default/files/documents/erp_swerp_manual.pdf

Uniform Resilient Shoreline Protection Model Ordinance Template

water quality, provide additional fish habitat, and foster increased biodiversity, provided that the landside interface of a Living Shoreline be substantially impermeable and constructed to a finished elevation that meets Federal and State permitting guidelines as applicable. The landside interface may be located anywhere on an existing property fronting the Living Shoreline, as long as it is constructed in a manner and location that ensures any habitable structures on that property are protected from flooding from tidal waters and it prevents flooding of adjacent properties and the public right-of-way.

Sec. __-07. Design and Construction of Hybrid Shorelines

Hybrid shorelines include an engineered treatments such as a sill to reduce wave energy and include natural vegetation upland of the sill. Hybrid shorelines shall include a minimum top elevation of 5.0 feet NAVD88 and remain in place with the addition of native plants, as appropriate. Engineered treatments such as a sill made from precast concrete units, oyster bags, or riprap, etc. shall be designed to reduce wave energy and should also include natural vegetation upland of the sill. Hybrid shorelines shall meet all applicable state and federal regulatory requirements and allow for the trimming of mangroves beyond a height of 6 feet, per the current FDEP mangrove trimming guidelines.

Sec. __-08. Design and Construction of all Seawalls/bulkheads (armored).

Seawall/bulkhead (armored) shorelines include an existing vertical structure that cannot be removed due to high wave energy conditions and/or spatial limitations such as adjacent upland infrastructure (roads, buildings, pools). Armored shorelines shall include a minimum top elevation of 5.0 feet NAVD88 and maximum elevation not to exceed X feet or X%. Armored shorelines in disrepair or not meeting the minimum height for tidal flood protection shall be replaced with natural treatments where feasible. If a natural shoreline is not possible, a hybrid shoreline design option should be assessed and implemented. For sites that cannot employ a natural shoreline, nor a hybrid shoreline, then seawall enhancements shall be employed which include some provision for riprap and planters for native wetland species. If there is sufficient space above the mean higher high water line to soften the bank to a 4:1 slope, or gentler slope, then the seawalls/bulkhead (armored) should be removed, and a hybrid shoreline implemented. All existing vertical seawalls shall require enhancements including, at a minimum, riprap placed at the toe of the seawalls/bulkhead (armored) shoreline. It is preferable that riprap extend up to the intertidal range to include embedded planted tubes that are planted with marsh or mangrove plants to provide habitat value. Seawall/bulkhead (armored) shorelines shall meet all applicable state and federal regulatory requirements and allow for the trimming of mangroves beyond a height of 6 feet, per the current FDEP mangrove trimming guidelines or those of an applicable deleted agency with that authority. Exemptions to enhancement requirements shall be addressed through the public interest determination process subject to a site-specific analysis. Seawall/bulkhead (armored) shorelines shall be designed to prevent harmful diversion of floodwaters or wave runup and wave reflection and prevent adverse impacts to adjacent property. Tidal flood barriers shall also be constructed, operated and maintained to prevent tidal waters from flowing through the barrier, while still allowing for the release of upland hydrostatic pressure.

Sec. __-9. Permits and authorizations for tidal flood barriers, living shorelines and NNBFs—Required and Hardships.

No tidal flood barriers, living shorelines and NNBFs shall be constructed, reconstructed or repaired until a permit authorizing such construction, reconstruction or repair has been obtained from the building department. No such permit shall be issued for any new construction or shoreline modification or repair to an existing shoreline modification or structure which is deemed, substandard by _____ of the _____ department or not in compliance with design and construction standards. If a property owner, who is required to repair or replace a tidal flood barrier, living shoreline or NNBF due to

**Uniform Resilient Shoreline Protection
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the existing structure being in disrepair or allowing tidal waters to flood the public right-of-way, public infrastructure and/or neighboring properties can demonstrate an extreme financial hardship related to the costs associated with such work, then the _____ may consider such hardship on a case-by-case basis and elect to waive a portion of or all fees associated with the permitting for such construction taking into account the following criteria:

- (a) The property owner's income as evidenced by prior years' income tax returns for as many years as requested by the _____; and
- (b) The property owner's general ability to pay or finance the required shoreline modifications without causing an undue economic hardship.

Sec. __-10. - Same—Application.

(a) Permits required by this article shall be applied for either by the owner-builder or by a licensed contractor certified in a proper category and having a bona fide contract with the owner to perform such work. Application shall be made upon a suitable form provided by the _____ Department.

(b) For new construction or repairs amounting to \$X,000.00 (TBD) or more in value, two copies of the certified/signed and sealed plans shall be submitted with the application, plans shall include the following information, at a minimum, except as to any item which may be waived in writing by the _____ department:

- (1) A current (less than one (1) year old) certified/signed and sealed survey drawing of the property upon which the shoreline modification is to be made, referenced to the NAD 83 horizontal and NAVD88 vertical datums and showing sufficient topographic information to determine the impacts of the proposed shoreline modifications to the adjacent private and public lands. Other publicly available data such as LiDAR can be utilized to fulfill this requirement.
- (2) A plan view drawing, showing the relation of the proposed shoreline modification to the site and to adjoining land or areas.
- (3) Arrangement and structural details in the plan, section, and elevation views sufficiently detailed to serve as construction drawings.
- (4) The type and character of the soil substrata which will bear the shoreline modification or structure. When required by the building department, core borings shall be taken to a depth six feet deeper than the proposed base of construction or to a depth below the deepest piling, and the findings of the same shall be made a part of the permit application.
- (5) Soundings, pertinent elevations, and horizontal locations of the proposed structures shall be shown and referenced to the NAVD88 vertical datum and NAD 83 horizontal datums.
- (6) Tidal flood barriers inclusive of living seawalls, living shorelines and NNBFs must be provided with specific purpose surveys certifying the alignment and elevation of the top of wall or bulkhead line with elevations spaced at a maximum of 25-ft intervals showing the highest and lowest elevations of the barrier and clearly identifying the location and elevation of the structure/barrier at each property corner. Elevations of adjacent properties and public rights-of-way must also be

**Uniform Resilient Shoreline Protection
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provided to ensure consistency is provided between the proposed barrier with the surrounding lands.

(7) The name and address of the owner and property tax folio(s) of the property(ies) upon which the shoreline modification(s) is(are) to be made or constructed.

(8) A construction cost estimate of the proposed shoreline modification substantiated by a fully executed construction contract or validated and attested to by a licensed professional engineer.

(9) The signature and seal of the engineer designing the shoreline modifications.

(10) The engineer's design computations, when required by the _____ Department.

(c) For shoreline modifications addressing less than 25% of the length or surface area; less than \$X,000.00. For construction or repairs less than \$X,000.00 in value, no approvals required.

(1) A current (less than 1 year old) certified/signed and sealed survey sketch drawing of the property upon which the shoreline modification is to be made, referenced to the NAD 83 horizontal and NAVD88 vertical datums and showing sufficient topographic information to determine the impacts of the proposed shoreline modifications to the adjacent private and public lands. Other publicly available data such as LiDAR can be utilized to fulfill this requirement.

(2) A plot plan, showing the relation of the proposed shoreline modification to the site and to adjoining land or areas.

(3) The name and address of the owner of the property upon which the shoreline modification is to be made.

(4) Arrangement and structural details in the plan, section, and elevation views sufficiently detailed to serve as construction drawings.

(5) A cost estimate of the proposed shoreline modification substantiated by a fully executed construction contract or validated and attested to by a licensed professional engineer.

(6) The signature and seal of the engineer designing the shoreline modification(s)., when required by the _____ Department.

(7) The engineer's design computations, when required by the building department.

Sec. __-11. – Maintenance and operations of tidal flood barriers, living shorelines and NNBFs.

All property owners must maintain their tidal flood barriers, living shorelines and NNBFs in good repair [to address general tidal flooding conditions from high tides and projected sea level rise, understanding that storm events are not general conditions](#). A tidal flood barrier is presumed to be in disrepair if it ~~is substantially impermeable and~~ allows for upland erosion, transfer of material through the [tidal flood barrier/wall](#), or allows tidal waters to flow unimpeded over or through the barrier/wall [beyond the intended design of the tidal flood barrier such that it adversely impacts](#) ~~to~~ adjacent properties, ~~adversely impact~~ public infrastructure or the public right-of-way. Property owners with tidal flood barriers below the minimum required finished elevation, with permeable erosion barriers such as riprap, or a land/water

**Uniform Resilient Shoreline Protection
Model Ordinance Template**

interface of another nature are prohibited from allowing tidal waters entering their property to flow on to adjacent properties, public infrastructure or public rights-of-way. Privately owned waterfront shoreline modifications shall be privately maintained, even though a portion of the shoreline modification may extend into publicly owned land. Failure by the owner to keep the above-mentioned shoreline modifications in a state of repair to address general tidal flooding conditions from high tides and sea level rise acceptable to the _____ department or failure to prevent tidal waters from flowing overland ~~leaving it substantially impermeable~~ or through the above-mentioned shoreline modifications beyond the intended design of the tidal flood barrier to adversely impact adjacent properties, ~~impact~~ public infrastructure or the public right-of-way shall be subject to enforcement as set forth in chapter _____, article ____ of the _____ Code, entitled "Code enforcement," and may be brought for further proceedings before the code enforcement board.

Sec. __-12. Required disclosure in contracts for sale of real estate.

In any contract for the sale of real estate located in tidally influenced areas of _____ executed (date to be determined by Coalition) the seller shall include in the contract or a rider to the contract the following disclosure in not less than fourteen-point, capitalized, bold-faced type:

THIS REAL ESTATE IS LOCATED IN A TIDALLY INFLUENCED AREA. THE OWNER MAY BE REQUIRED BY COUNTY OR MUNICIPAL ORDINANCE TO MEET MINIMUM TIDAL FLOOD BARRIER ELEVATION STANDARDS DURING CONSTRUCTION OR SUBSTANTIAL REPAIR OR SUBSTANTIAL REHABILITATION OF SEAWALLS, BANKS, BERMS, AND SIMILAR INFRASTRUCTURE OR WHEN REQUIRED TO ABATE NUISANCE FLOODING.

RESILIENT SHORELINES MODEL ORDINANCE TEMPLATE

A vetted, model ordinance resource to advance consistent, resilient tidal flood barriers across the region.



WHAT'S INCLUDED:



THREE CLASSIFICATIONS

Three standardized tidal flood barrier classifications: natural shorelines, hybrid shorelines, and armored shorelines.



MINIMUM ELEVATION

Sets a minimum finished elevation of five feet NAVD 88 to account for projected sea level rise & high tides by 2070.



OVERLAY DISTRICT

Establishes a Shoreline Protection Overlay District to identify the types and hierarchy of permitted tidal flood barriers.



INTEGRATED POLICIES

Recommendations for coordinated installation, maintenance, oversight, enforcement and permitting, avoiding adverse impacts, and liability.

WHY ADOPT?

- Peer-reviewed resource to help local governments update policies, codes, and plans.
- Promotes resiliency of shorelines to rising sea levels and tidally influenced flooding through 2070.
- Offers more shoreline adaptation techniques for property owners to protect and adapt their shorelines.
- Supports policy consistency across the region.
- Facilitates the construction of living shorelines and nature-based features where appropriate, supporting the ecological integrity of coastal habitats.
- Provides clarity on responsibilities and future risks for property owners.

LOCAL GOVERNMENTS ARE ENCOURAGED TO CUSTOMIZE THE MODEL ORDINANCE TO THEIR OWN NEEDS AND ADOPT IT BY 2025!

DOWNLOAD THE MODEL ORDINANCE AT:

tbrpc.org/model-shoreline-ordinance



TO GET STARTED,

Resilient Shoreline Model Ordinance Template Released by Council

At the September 12, 2022, TBRPC Council meeting, staff provided a report on key standards and language in the Resilient Shoreline Model Ordinance to Council Members. After a robust discussion, a motion was made, seconded and unanimously passed by the full Council to “Accept the report and authorize the Executive Director to forward the Ordinance Template and Cover Memorandum to the Tampa Bay Regional Resiliency Coalition (TBRRC) and local governments as a resource for their consideration.”

The TBRPC created a Resilient Shoreline Model Ordinance template to support local governments when they make updates to local plans and ordinances related to shoreline protection. The template was developed over two years with extensive input from stakeholders and experts in coastal engineering, marine construction, shoreline ecology, environmental resources management, flood plain management, climate science, land-use policy, permitting and real estate.

Local governments may use the document and give consideration to adopting the model ordinance, or any of the recommendations found within the document at the discretion of their local government.

Uniform Model Ordinance Supports Local Shoreline Policy

While many jurisdictions have policy for seawalls or comp plans that encourage living shorelines, very few have language which recognizes the need to define an integrated continuum and hierarchy of coastal protection projects.

The new Resilient Shoreline Model Ordinance template is one the first of its kind in the state to define an integrated set of policies to ensure that all types of shoreline protection strategies are designed to be resilient to changing sea levels and tidally influenced flooding through 2070, using best practices. It also considers both community flood protection benefits *and* ecological integrity of coastal habitats and shorelines on bay waters and riverine systems.

To support inter-jurisdictional consistency on resilience, as defined in the Resiliency Coalition Memorandum of Understanding, the template establishes a minimum elevation of five (5) feet NAVD 88 to account for projected sea level rise in combination with high tides by 2070.

The ordinance establishes shoreline type standards, a coordinated policy for protecting and preserving natural shorelines, promoting living and hybrid shorelines, and defining appropriate locations and land-use types for implementing seawalls and hardened structures.

The section which defines a helpful seawall/bulkhead permitting process uses criteria defined in the [Florida Environmental Resource Permit Applicant’s Handbook Volume 1, December 2, 2020](#), approved by the Florida Department of Environmental Protection (FDEP) and all five water management districts.

The template will help local governments streamline their review and approval processes. If locally adopted, it will provide crucial guidance to property owners and contractors to create shoreline projects that increase community resilience and improve local habitats and water quality.

The development of the model ordinance template was supported by a grant from the Florida Department of Environmental Protection and included land-use policy.

The ordinance is *not* applicable to oceanfront beaches, passes, inlets or shorelines seaward of the Coastal Construction Control Line.

Project Background

In 2019, at the direction of the TBRPC Council Chair Jack Mariano and the Tampa Bay Regional Resilience Coalition Steering Committee, the TBRPC established a Resilient Shorelines and Spaces working group. The workgroup met four times and defined core issues that local governments and property owners were experiencing. The group also identified the need for documents to support updates to local Comprehensive Plans, Codes and other programs which included new best practices for shorelines and established a uniform shoreline policy guidance and language for sea level rise.

In 2020, TBRPC asked workgroup member University of Florida Levin College of Law Environmental Conservation Clinic to help assess local policy and the UF team reviewed/analyzed 29 local government comprehensive plans. The UF analysis identified substantial variation within plans, and between jurisdictions creating a “patch work of policy” across the region for sea wall standards, minimum elevation and language for living shorelines and other coastal resilience criteria.

To develop the document, TBRPC determined that legal and technical expertise was needed and applied for/ received a grant from the Florida Department of Environmental Protection Resilient Florida program in 2021. The TBRPC contracted with two firms, Erin Deady, PA Deady Law, and Tom Ries with ESA Associates to compile model policy and shoreline programs, collaborate and advise on technical and policy language, and support the stakeholder meetings.

FAQs

What does the ordinance include?

The model ordinance has 12 sections:

- 1) Purpose and intent;
- 2) Applicability;
- 3) Definitions;
- 4) Minimum elevations for tidal flood barriers within tidally influenced areas;
- 5) Shoreline overlay districts, shoreline structures and hierarchy of response;
- 6) Design and Construction of Natural Shorelines;
- 7) Design and Construction of Hybrid Shorelines;
- 8) Design and Construction of Seawalls/bulkheads;
- 9) Authorizations for tidal flood barriers, living shorelines and NNBFs—Required and Hardships;
- 10) Applications for Permits;
- 11) Maintenance and operations of tidal flood barriers, living shorelines and NNBFs; and
- 12) Required notifications in contracts for sale of real estate.

Does this require property owners to come into compliance immediately?

The ordinance terms are not retroactive for existing sea walls and shorelines that are in good condition, regardless of their elevation. The ordinance applies to:

- 1) new tidal flood barriers;
- 2) seawalls or shorelines that need substantial repair or rehabilitation; and
- 3) the installation of any fixed infrastructure attached to tidal flood barriers such as mooring structures.

Is this ordinance a requirement for local governments?

Local adoption of the model ordinance is completely voluntary. The template was developed to support local updates and increase consistency between jurisdictions.

What is the minimum elevation of 5 feet NAVD based on?

The height includes projected future sea level rise heights for 2070, and high tide. The height was extensively discussed by workgroup members and stakeholders. Most local governments in the Tampa Bay region have older ordinances with 4 feet and several have more recently adopted 5 feet as the minimum elevation.

What is the recommended timeframe for compliance?

The ordinance defines 2040 as the compliance timeframe. Members of the shoreline workgroup recognized 2040 as a pertinent year, and achievable by local governments. The ordinance is consistent with the State of Florida 2040 and 2070 timeframes for vulnerability assessments.

How will this be disseminated to the region?

TBRPC will distribute the document through multiple channels. TBRPC will send emails to Council members, Coalition members, and Coalition Partners. Organizations can request a presentation to learn more about details and how using the language can enhance local planning and implementation.

DRAFT
City Commission Meeting
August 27, 2024
6:00 p.m.

ELECTED / APPOINTED OFFICIALS PRESENT:

Adrian Petrilu, Mayor
Karen Marriott, Commissioner, District 1
Lisa Robinson, Commissioner, District 2
Nick Filtz, Outgoing Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3
Joe Moholland, Commissioner, District 4

STAFF PRESENT:

Andrew Dickman, City Attorney
Frances Robustelli, City Manager
Amber LaRowe, City Clerk
Matthew McConnell, Assistant City Attorney
Mike Clarke, Public Works Director
Jim Kilpatrick, Fire Chief

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

Commissioner Filtz gave his final remarks on his time spent in office. He thanked the residents who supported him, the City staff for their time, and his family.

Amber LaRowe, City Clerk, read the Pinellas County Supervisor of Elections Canvassing Board Certified Results for the August 20, 2024, Municipal Election for District 2 into the record. A copy of the results is made a part of the record.

Nick Filtz received 206 votes.

Lisa Robinson received 509 votes.

1. PRESENTATIONS

a. Oath of Office

City Clerk LaRowe administered the Oath of Office to Commissioner Lisa Robinson, District 2, and Joe Moholland, Commissioner, District 4.

b. Recognition of the Employee of the 3rd Quarter

City Manager Robustelli recognized the following individuals who their peers nominated for Employee of the 3rd Quarter:

- Rita Bishop, City Manager's Office
- Gretchen Johnson, Parks & Recreation Department
- Frank Scrivani, Parks & Recreation Department
- Ginny Keeter-Bodkin, City Clerk's Office
- Ariana Wilson-Romo, City Clerk's Office
- Alexa Sawyer, Library
- Patty Kordis, Community Development Department

Mrs. Robustelli commented on Rita Bishop's nomination, acknowledging Ms. Bishop's contributions to the City and various departments. She was proud that Rita was selected as Employee of the Quarter, which is well deserved.

2. APPROVAL OF THE AGENDA

City Clerk LaRowe requested the removal of item 4.c. as the August 20, 2024, Certified Election Results were read into the record. A copy of the Certified Election Results is available on the City's website.

Mrs. LaRowe corrected the address for item 4.e., to read 3526 Belle Vista Dr. E.

Commissioner Moholland made the following requests:

- Remove items 4.i., 4.j., and 4.k.; these became new action items 5.e., 5.f., and 5.g. respectively.
- Additional discussion item on the City Attorney Contract; this became discussion item 6.d.

Commissioner Robinson made the following requests:

- Remove item 4.b.; this became an action item 5.h.
- Additional discussion items on lobbyist registration and Technical Review Committee (TRC) streaming; these became discussion items 6.e. and 6.f. respectively.

Motion: Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion carried 5-0 to approve the August 27, 2024, City Commission Agenda with the changes.

3. AUDIENCE COMMENTS

Resident Ed Stapor presented events to the City Commission in December and early January that led to the resignation and appointment of a newly elected official body (except for the Mayor). He expressed his opinions and requests for change; a copy of the presentation is part of the record.

Pinellas County resident Doug Speeler requested clarification from the City Commission on the proper and permitted use of the boat ramps for marine contractors' business needs; he provided a copy of a City notice he received, which is part of the record.

Pinellas County resident Ian Ryan echoed Mr. Speeler's sentiments and outlined an email from Code Enforcement Manager Dewar. He requested further clarification from the marine contractors, who have been told they are in possible violation.

Resident and Planning Board Member David Hubbard, presenting to the City Commission and representing the Planning Board as directed at a recent Board meeting, discussed the Planning Board's Comprehensive Plan review timeline and responsibilities. He requested assurance that this review will continue moving forward expeditiously with the help of the City's selected consultant.

4. CONSENT

- a. August 13, 2024, City Commission Meeting Minutes
- b. ~~Resolution 2024-05: Adopting the Gulf Boulevard Conceptual Alternatives and Safety Study~~ moved to Action Item 5.h.

- c. ~~Resolution 2024-06: Election Results~~ *removed*
- d. Sanitary Sewer Lateral at 8200 Boca Ciega Dr. Repair
- e. Stormwater Gravity Main Repair at 3526 Belle Vista Dr. **E** (*corrected address*)
- f. Amendment to IT Support Services Contract – JBurdine
- g. Pump Station 1 – Duke Energy 3 Phase Power Transformer
- h. Frontier VOIP Phone Services Contract
- i. ~~Landscape Service Agreement for Districts 3 and 4~~ *moved to Action Item 5.e.*
- j. ~~PAG Seawall Emergency Change Order #4~~ *moved to Action Item 5.f.*
- k. ~~PAG Seawall Emergency Change Order #5~~ *moved to Action Item 5.g.*

Motion: Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the August 27, 2024, Consent Agenda with the amendments as outlined.

5. ACTION ITEMS

a. Election of Vice Mayor

City Clerk LaRowe pointed the Commission to the list of previous vice mayors per district for the last five years. A copy of this list is included in the record.

The Commission discussed the current process of selecting a vice mayor.

Motion: Commissioner Robinson moved, Commissioner Marriott seconded, and the motion carried 5-0 to elect Commissioner Joe Moholland as Vice Mayor.

b. Appointments to Outside Agencies

Appointment designations are as follows:

Barrier Islands Government Council (BIG-C): Mayor Petrila (Representative) and Vice Mayor Moholland (Alternate)

Florida League of Cities (FLC): Commissioner Rzewnicki (Representative) and Mayor Petrila (Alternate)

Mayors Council of Pinellas County (MCPC): Mayor Petrila (Representative) and Vice Mayor Moholland (Alternate)

Pinellas County Flood Insurance Committee (PCFIC): Commissioner Rzewnicki (Representative) and Commissioner Robinson (Alternate)

Suncoast League of Cities (SLC): Commissioner Marriott (Representative) and Commissioner Rzewnicki (Alternate)

Tampa Bay Regional Planning Council (TBRPC): Commissioner Marriott (Representative) and Commissioner Robinson (Alternate)

Motion: Commissioner Marriott moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to approve the board appointment(s) as discussed.

c. Appointments/Re-Appointments to the City of St. Pete Beach Advisory Boards/Committees

Each Elected Official verified their appointments to the Advisory Boards/Committees.

Mayor Petrila, Commissioner Marriott, and Commissioner Rzewnicki have no changes to make to their current appointees.

Commissioner Robinson has made the following changes **only**:

- Board of Adjustment: Chris Core
- Library Advisory Board: Maggie Milton
- Parks & Recreation Advisory Board: Jayne Stitik
- Planning Board: Cindy Perry

Vice Mayor Moholland has made the following changes **only**:

- Finance & Budget Review Committee: Jerry Sarubbe
- Library Advisory Board: Shelli Neuhoff
- Planning Board: Terri Grocott

No action is required.

d. Discussion with Possible Action: Voting District Boundaries

City Clerk LaRowe reminded the Commission of the direction she was given at the July 9, 2024, City Commission Meeting. The City's GIS Coordinator prepared the map of District boundaries, attached to the Agenda, outlining the number of voters per District as the Pinellas County Supervisor of Elections provided. The GIS Coordinator also identified the number of voters in Districts 3 and 4 that belong to the Don CeSar Place Neighborhood. Mrs. LaRowe requested direction from the City Commission on the next steps, if any.

The City Commission's consensus was to take no action and continue the review process as outlined in the City's Code.

e. Landscape Service Agreement for Districts 3 and 4 (moved from the Consent Agenda)

Vice Mayor Moholland mentioned reviewing the Agreement attached to the Agenda and noticed that the vendor's Certificate of Insurance was expiring. City Manager Robustelli stated that a valid Certificate of Insurance was received and forwarded to the City Commission, also included in the record.

City Manager Robustelli asked that if the City Commission intends to approve this Agreement, it should do so on the condition that it meets all legal requirements.

Motion: Vice Mayor Moholland moved, Commissioner Marriott seconded, and the motion carried 5-0 to adopt the service agreement [for landscaping services in Districts 3 and 4] with the condition that the Contractor provides a valid Certificate of Insurance and [the Agreement] meets all legal requirements.

f. PAG Seawall Emergency Change Order #4 (moved from the Consent Agenda)

g. PAG Seawall Emergency Change Order #5 (moved from the Consent Agenda)

Vice Mayor Moholland discussed both Change Orders, stating that he understood the City should receive a "credit" for the seawall not being constructed to 6 feet.

Public Works Director Mike Clarke discussed the history and scope of this project. The Contractor bid on and constructed the seawall to meet the 5-foot criteria. Mr. Clarke mentioned a miscommunication on his end and assured the Commission and the public that the Contractor had completed the project correctly, as expected.

Motion: Commissioner Marriott moved, Mayor Petrila seconded, and the motion carried 5-0 to approve PAG Seawall Emergency Change Order #4.

Motion: Commissioner Mariott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve PAG Seawall Emergency Change Order #5.

h. Resolution 2024-05: Adopting the Gulf Boulevard Conceptual Alternatives and Safety Study (moved from the Consent Agenda)

In response to Commissioner Robinson's inquiry, Fire Chief Kilpatrick assured the Commission that the Fire Department would be involved in the design phase.

Motion: Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to adopt Resolution 2024-05, the Gulf Boulevard Conceptual Alternatives and Safety Study.

6. ITEMS FOR DISCUSSION

a. Pause on Development

Mayor Petrila gave a brief history of the process that the Commission went through beginning in April 2023 on an extensive review of the City's Comprehensive Plan and selecting a consulting firm to conduct it. He would like to see the City pause development projects during this review.

When asked what his thoughts were on the scope or length of the moratorium, Mayor Petrila recommended 12 months to allow the consultant to review the Comprehensive Plan and make recommendations. He would also like to allow time for public participation and any studies that may be necessary; he does not anticipate the moratorium affecting residential uses.

Attorney Dickman stated that when a City is undergoing a Comprehensive Plan review, it would be valid to place a moratorium on development to allow time to do it. He opined that the City could work with the consultant to narrow down the scope of the moratorium and where it would apply.

The consultant on the Comprehensive Plan review will attend the September 9th City Commission meeting.

A possible joint workshop regarding the moratorium will be scheduled with the City Commission and the Planning Board. The City Attorney stated that the consultant works with an attorney specializing in this and asked the Commission to also consider working with them.

b. Customary Use for the Beach

Attorney Dickman briefed the City Commission on the history of customary use, the Statute, what has transpired in the City, and what the City can do now. He highlighted Statute 163.035 and stated that if the City wants to move forward, this Statute outlines that. Part of the process would be to solicit from the members of the public all historical artifacts that support customary use. This is not done in an ordinance format; it would be done by issuing a notice of intent to adopt the customary use doctrine [Statute 163.035].

The following residents spoke in favor of the City moving forward with the customary use of its beaches:

- BJ Lawson
- Dana Richardson
- Ruta Hance

Attorney Dickman requested that the City begin by seeking an attorney who specializes in this, as it is a very niche law, and asking them to render an opinion. The City Commission agreed with that and would like the Attorney to solicit names and costs; a joint meeting with the Beach Stewardship Committee will be forthcoming.

c. Discussion on Advisory Boards/Committees Code of Ordinances

Vice Mayor Moholland noted his observations of the City's boards and committees over the last year. He provided an outline for the Beach Stewardship Committee, Board of Adjustment, Historic Preservation Board, and Planning Board; this outline is part of the record. His requests for changes are shown for each board and touch on accountability, clear expectations, and a focus on these boards/committees being utilized more efficiently and effectively. This item will be on the next agenda for discussion and possible action.

d. City Attorney Contract (added)

Vice Mayor Moholland expressed his lack of confidence in the City Attorney's Office and would like to exercise the right to terminate the Attorney as outlined in his Agreement [he will remain on for 90 days after notice of termination]. He would like to begin the search and, hopefully, have a new City Attorney or interim on board within 90 days.

Commissioner Marriott expressed her concerns about terminating the City Attorney at this juncture with a new City Manager, as well as several goals and directives that the City would like to undergo but would need the City Attorney's participation.

Commissioner Rzewnicki has not heard displeasure about the City Attorney from the residents in her District, and she echoed sentiments similar to Commissioner Marriott's. She requested time to review the City Attorney's contract and to speak to her constituents; she is ill-prepared to decide tonight.

Commissioner Robinson stated that she has heard from several residents in her District about the lack of confidence in the City Attorney; she opined the City should be looking for a staff attorney instead.

The following residents spoke in favor of terminating the City Attorney's Agreement:

- BJ Lawson – displayed information regarding the City's legal division spending years 2021-2023 compared to Madeira Beach, Clearwater, Tampa, and Marco Island; a copy is part of the record.
- Ruta Hance – mentioned her research on attorney fees in various Florida cities.
- Dana Richardson commented on the associated costs and the residents' feelings of not being heard.

Motion: Vice Mayor Moholland moved, Commissioner Robinson seconded the motion to exercise the 90 days per the City Attorney's Contract and additionally recommended the City Manager begin immediately searching for another option with another legal firm or an [staff] attorney and paralegal.

Commissioner Marriott mentioned her meeting with three residents regarding the costs of the Attorney's fees; these individuals she spoke with are also part of the pending litigation with the City. She opined this is irresponsible.

The motion on the floor carried 3-2. Commissioners Marriott and Rzewnicki voted no.

Mayor Petrila would like to discuss the City Attorney's withdrawal from all active litigation pending the appointment of a new attorney. He requested a summary from the City Attorney of all active lawsuits and other attorneys working on those cases. Attorney Dickman will have that to the Commission before the end of the week.

Attorney Dickman stated if the Commission requests, he will issue a notification to the court to withdraw from active cases. He will also implement an appropriate exit strategy and work with the City Manager on a transition.

Resident BJ Lawson stated that with the Attorney withdrawing from cases, the City can issue motions to the court for a stay.

Motion: Mayor Petrila moved, Commissioner Robinson seconded, and the motion carried 5-0 to ask the City Attorney to withdraw from all active litigation.

e. Lobbyist Registration (added)

Commissioner Robinson complimented the City Clerk on uploading current lobbyist registrations and the contact logs for reporting individuals. She discussed her review of what the lobbyists file with the Clerk and opined most of them are incomplete, meaning they are vague in their area of legislative intent.

Discussion about the ordinance, the registration, and the Clerk's role was had; the City Clerk was asked to work with Commissioner Robinson to identify those registrations that were not complete and work with the lobbyist to have them corrected.

f. Technical Review Committee (TRC) Meeting Streaming (added)

Commissioner Robinson asked if the City could livestream the TRC meetings like the board and committee meetings. Mrs. LaRowe stated that the current process involves recording the meeting via Microsoft Teams, and she uploads that recording within 24 hours. If the Commission would like to have it live-streamed, that would need to be discussed with the City Manager to understand the capacity of IT to do that.

It was decided to keep the process as it is now.

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

Amber LaRowe, City Clerk – mentioned the following joint workshops to schedule: Beach Stewardship Committee, Historic Preservation Board, and Planning Board. Due to the termination of the City Attorney, Mrs. LaRowe was asked to pause scheduling the joint workshops with the Beach Stewardship and Planning Board and to wait until after the September 5th Historic Preservation Board meeting to plan.

Attorney Andrew Dickman – congratulated Commissioner Robinson and Moholland and expressed his well wishes to the new Commission.

Commissioner Moholland – thanked the residents who encouraged him to run for office. He also thanked the City Manager, Jennifer McMahon, and Kristin Coman for removing the parking discs in Pass-A-Grille.

Mr. Moholland announced that his first community meeting will be held on September 5th at Warren Webster, 6:00 p.m., and the District 4 Town Hall will be held on September 18th at Warren Webster, 5:30 p.m.

Commissioner Rzewnicki – mentioned her attendance at the Florida League of Cities conference.

She gave a shout-out to Dune Savers and their recent sea oat planting event on August 24th.

Commissioner Rzewnicki touched on issues facing Boca Ciega, Lido, Belle Vista, and Don CeSar Neighborhood.

Commissioner Robinson -- thanked all District 2 voters for their support. She is working on dates for community meetings that will be hosted at the Library and will be posted on the website shortly.

Commissioner Marriott – thanked the Attorney for his years of service to the City. She touched on her interactions with him over the years and is hopeful that the City can transition well to a new attorney. She expressed her opinions on why the Attorney was asked to leave.

Mayor Petrila -- mentioned the Labor Day holiday and praised the City Manager for working diligently with the Pinellas County Sheriff's Office. She and PCSO coordinated a trial run on how to navigate the Holiday. He mentioned how the City is looking to improve the Code; however, having staff and the Sheriff work together to enforce current laws helps enhance the quality of life here.

Mayor Petrila adjourned the meeting at 9:21 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute an agreement with Caladesi Construction in the amount of \$128,873.94 for the replacement of the Don Vista Gallery Building HVAC system

Action Request: Motion to approve the proposal from Caladesi Construction Company to replace the Don Vista Gallery building Heating, Ventilation, and Air-Conditioning system in the amount of \$128,873.94, and authorize the City Manager to execute the agreement.

Strategic Objective: Sustainability

Date: September 9, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Frances Robustelli, City Manager

Summary of Issue: The Don Vista Building was built in the mid 1920's by Thomas J. Rowe as his residence while he oversaw the construction of the Don CeSar Hotel. It is now known as the Suntan Art Center. It is comprised of his original residence and a joined building that served as administrative space, and banking facility for the VA Administration when they occupied the hotel during WWII. During the VA's occupation the residence was converted to a Fire Station which remained in use until Fire Station 22 was built. The current HVAC systems were installed in 2005. The systems include (2) rooftop units (RTU's) and (4) split condenser and air handler combination units. The expected life span of the average HVAC system is 15 to 25 years. The age of the units, the substantial corrosion from the coastal environments, and the repeated repairs have determined the systems to be at the end of their lifecycle.

Public Works recommends a Design/Build approach for the HVAC replacements. The Caladesi Construction Company is under a competitively bid Professional Services Contract with Pinellas County. The County

Contract requires that Caladesi offer their services to other municipalities. Their contract scope of services includes every type of building construction trade including HVAC replacement. As the first step in the process of replacing the HVAC systems, Public Works conducted an inspection with a representative of Caladesi Construction Company to develop a scope of work and estimated cost for the replacement of the HVAC systems. A cost estimate was developed for the City's review. The cost estimate was found to be reasonable and representative of the agreed upon scope of work. As the next step, Public Works requested a Binding Cost Task Order strictly in accordance with the individual line-item costs in the contract for the work items necessary to complete the project.

The binding cost estimate is \$128,873.94. Funding is available and the project is specified in the FY24 Capital Improvement Plan for Facility HVAC Replacements.

Funding:

The item is budgeted and there is adequate funding in 301-0001

Attachments:

1. Caladesi DV HVAC Gordian Quote 8-20-24
2. 13_21-2259A_AATF_-_Agreement_-
Caladesi_Construction_Co

Proposal Review Details - Category

Date: 8/20/2024
Work Order #: 131949.00
Title: Don Vista Suntan Arts Center HVAC Project
Contractor: Caladesi Construction Company
Contractor Number: 21-0241-CP(PLU) (Co-Op)
Job Order Value: \$0.00

Proposal Name: Don Vista Suntan Arts Center HVAC Project
Proposal Value: \$128,873.94
Proposal Submitted: 8/19/2024 2:10 PM

CSI Number	Mod	UOM	Description	LineTotal
Category1 - Not Entered				
1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$7,580.82
			Qty Unit Price Factor Total	
			Installation 7580.82 X \$1.00 X 1 \$7,580.82	
			Contractor Notes: Egordian Fee	
2	01 22 20 00-0009	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,379.93
			Qty Unit Price Factor Total	
			Installation 20 X \$52.27 X 1.32 \$1,379.93	
3	01 22 20 00-0009	0001 MOD	For Foreman, Add	\$68.90
			Qty Unit Price Factor Total	
			Installation 20 X \$2.61 X 1.32 \$68.90	
4	01 22 20 00-0009	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,759.86
			Qty Unit Price Factor Total	
			Installation 40 X \$52.27 X 1.32 \$2,759.86	
			Contractor Notes: Label panels 7 install label's on equipment with panel designation & circuir number	
5	01 22 20 00-0035	HR	Truck Driver, LightFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,754.98
			Qty Unit Price Factor Total	
			Installation 38 X \$74.86 X 1.32 \$3,754.98	

CSI Number	Mod	UOM	Description	LineTotal
Category1 - Not Entered				
6	01 22 20 00-0060	HR	Flagperson For Traffic Control	\$3,881.86
			Qty Unit Price Factor Total	
			Installation 80 X \$36.76 X 1.32 \$3,881.86	
			Contractor Notes: 2 MEN	
7	01 22 23 00-0119	WK	85' Bucket Truck With Full-Time Operator	\$10,338.03
			Qty Unit Price Factor Total	
			Installation 1 X \$7,831.84 X 1.32 \$10,338.03	
8	01 22 23 00-0680	WK	90 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	\$12,313.07
			Qty Unit Price Factor Total	
			Installation 1 X \$9,328.08 X 1.32 \$12,313.07	
9	01 22 23 00-0722	WK	5,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator	\$4,190.10
			Qty Unit Price Factor Total	
			Installation 1 X \$3,174.32 X 1.32 \$4,190.10	
10	01 22 23 00-0722	0029 MOD	For Propane Instead Of Gas Or Diesel, Add	\$282.32
			Qty Unit Price Factor Total	
			Installation 1 X \$213.88 X 1.32 \$282.32	
11	01 52 19 00-0005	MO	Americans With Disabilities Act Compliant Portable Chemical Toilet	\$205.97
			Qty Unit Price Factor Total	
			Installation 1 X \$156.04 X 1.32 \$205.97	
12	01 52 19 00-0005	0008 MOD	For Each Additional Servicing Per Unit Per Week, Add	\$0.00
			Qty Unit Price Factor Total	
			Installation 0 X \$39.01 X 1.32 \$0.00	
13	01 52 19 00-0005	0009 MOD	For Each Delivery, Add	\$0.00
			Qty Unit Price Factor Total	
			Installation 0 X \$37.45 X 1.32 \$0.00	
14	01 55 26 00-0046	DAY	Type III Barricade, Up To 5' Wide With Three Reflective Rails	\$126.32
			Qty Unit Price Factor Total	
			Installation 30 X \$3.19 X 1.32 \$126.32	
15	01 55 26 00-0058	DAY	Type B Flasher (High Intensity)	\$139.79
			Qty Unit Price Factor Total	
			Installation 30 X \$3.53 X 1.32 \$139.79	
16	01 55 26 00-0095	WK	Trailer Mounted Flashing Arrow Board	\$488.65
			Qty Unit Price Factor Total	
			Installation 1 X \$370.19 X 1.32 \$488.65	
17	01 55 26 00-0104	EA	Placement And Removal Of Up To 250 Cones Using Truck	\$356.40
			Qty Unit Price Factor Total	
			Installation 100 X \$2.70 X 1.32 \$356.40	

CSI Number	Mod	UOM	Description	LineTotal
Category1 - Not Entered				
18	01 55 26 00-0108	EA	Placement And Removal Of Up To 250 Barricades Using Truck	\$711.48
			Qty Unit Price Factor Total	
			Installation 100 X \$5.39 X 1.32 \$711.48	
19	11 48 16 00-0003	EA	3/4 HP, 115/208-230 Volt, 1 Phase, Stainless Steel, Garbage Disposal	\$11,535.72
			Qty Unit Price Factor Total	
			Installation 6 X \$1,456.53 X 1.32 \$11,535.72	
		Contractor Notes: HVAC Units		
20	23 05 93 00-0013	EA	Balancing Variable Volume Air Handling Unit	\$5,024.29
			Qty Unit Price Factor Total	
			Installation 6 X \$634.38 X 1.32 \$5,024.29	
21	23 05 93 00-0016	EA	Balancing HVAC Duct System, Ceiling Height >12' Supply, Return, Exhaust, Register And Diffuser	\$503.08
			Qty Unit Price Factor Total	
			Installation 6 X \$63.52 X 1.32 \$503.08	
22	23 63 13 00-0022	EA	4 Ton, 14 SEER, Air Cooled Condensing UnitPrecharged with refrigerant capable of charging the system with a 20' length of piping.	\$3,381.54
			Qty Unit Price Factor Total	
			Installation 1 X \$2,325.57 X 1.32 \$3,069.75	
			Demolition 1 X 236.2 X 1.32 \$311.78	
23	23 63 13 00-0025	EA	Removal And Reinstallation Of Up To 5 Tons Air Cooled Condensing Unit	\$1,031.32
			Qty Unit Price Factor Total	
			Installation 5 X \$156.26 X 1.32 \$1,031.32	
24	23 63 13 00-0026	EA	Removal And Reinstallation Of 7.5 To 15 Tons Air Cooled Condensing Unit	\$773.48
			Qty Unit Price Factor Total	
			Installation 1 X \$585.97 X 1.32 \$773.48	
25	23 73 13 00-0084	EA	Removal And Reinstallation Of >22,000 CFM Air Handling Unit	\$18,947.81
			Qty Unit Price Factor Total	
			Installation 4 X \$3,588.60 X 1.32 \$18,947.81	
26	23 74 16 13-0004	EA	4 Ton Electric Cooling, Electric Heat, Self Contained Package Rooftop Unit	\$9,066.27
			Qty Unit Price Factor Total	
			Installation 1 X \$6,034.53 X 1.32 \$7,965.58	
			Demolition 1 X 833.86 X 1.32 \$1,100.70	
27	23 74 16 13-0007	EA	7.5 Ton Electric Cooling, Electric Heat, Self Contained Package Rooftop Unit	\$13,283.29
			Qty Unit Price Factor Total	
			Installation 1 X \$9,055.52 X 1.32 \$11,953.29	
			Demolition 1 X 1007.58 X 1.32 \$1,330.01	

CSI Number	Mod	UOM	Description	LineTotal
Category1 - Not Entered				
28	23 81 49 00-0003	EA	2 Ton, 14 SEER, Outdoor Heat Pump UnitPrecharged with refrigerant capable of charging the system with a 20' length of piping.	\$9,229.15
			Qty Unit Price Factor Total	
			Installation 2 X \$3,328.95 X 1.32 \$8,788.43	
			Demolition 2 X 166.94 X 1.32 \$440.72	
29	26 01 20 91-0002	EA	Lock Out/Tag Out Local Disconnect	\$175.69
			Qty Unit Price Factor Total	
			Installation 10 X \$13.31 X 1.32 \$175.69	
30	26 24 19 00-0794	EA	150 Amperes Rating, 15 To 100 Amperes Trip Range, 3 Pole Circuit Breaker Disconnect	\$7,343.82
			Qty Unit Price Factor Total	
			Installation 10 X \$556.35 X 1.32 \$7,343.82	
Subtotal for Category1 - Not Entered:				\$128,873.94
Grand Total:				\$128,873.94

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00

Proposal Review Summaries - Category

Date: 8/20/2024
Work Order #: 131949.00
Title: Don Vista Suntan Arts Center HVAC Project
Contractor: Caladesi Construction Company
Contractor Number: 21-0241-CP(PLU) (Co-Op)
Job Order Value: \$0.00

Proposal Name: Don Vista Suntan Arts Center HVAC Project
Proposal Value: \$128,873.94
Proposal Submitted: 8/19/2024 2:10 PM

To: Project Manager From: Contractor Project Manager

Category	LineTotal
Category1 - Not Entered	\$128,873.94
Grand Total:	\$128,873.94

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Work Order Signature Document

Contract No.:21-0241-CP(PLU) (Co-Op)

☒

New Work Order

☐

Modify an Existing Work Order

Work Order #: 131949.00 Work Order Date: _____

Owner PO No: _____

Title: Don Vista Suntan Arts Center HVAC Project

Owner Name: PINELLAS COUNTY CO-OP - City of St. Pete Beach Contractor Name: Caladesi Construction Company

Contact: _____ Contact: Contractor Project Manager

Phone: _____ Phone: _____

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No 21-0241-CP(PLU) (Co-Op).

Brief Work Order Description:

TBD

☐ Time Performance: *See Schedule Section of the Detailed Scope of Work*

Liquidated damages will not apply

Work Order Firm Fixed Price:

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

AGREEMENT

THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

Caladesi Construction Co.

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at:

1390 Donegan Rd

Largo, FL 33771

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract. The Maximum Contract Term Value that may be ordered is:

\$4,000,000.00.

The Maximum Contract Total Value is:

\$4,000,000.00.

The Contract Term is sixty (60) months or when Job Orders equal the Maximum Contract Term Value, whichever occurs first.

The COUNTY shall pay the CONTRACTOR the Job Order Amount for each Job Order issued in accordance with all terms and requirements contained in the Contract Documents, and for and in consideration of such sums, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Job Order Contracting (JOC), Department of Administrative Services (DAS) Bid No: 22-0042-CP(MJ)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents. All Job Orders issued from this contract shall be approved by Facilities and Real Property prior to issuance of a County purchase order and commencement of work.
- B. To commence Work under this Agreement with an adequate force and equipment upon receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. The term of the contract is sixty (60) months. Time of performance and completion of the work of this Contract is of the essence. All Job Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.

- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- N. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

- O. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section J of this Agreement, "Indemnification."

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Agreement Amount herein above specified, as follows:

The Job Order Amount shall be calculated using the applicable quantities, Unit Prices published in the Construction Task Catalog® and the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Bid
1.	Non-Secure Areas, Normal Working Hours Adjustment Factor	=1.1400
2.	Non-Secure Areas, Other than Normal Working Hours Adjustment Factor	=1.1400
3.	Secure Areas, Normal Working Hours Adjustment Factor	=1.1400
4.	Secure Areas, Other than Normal Working Hours Adjustment Factor	=1.1400
5.	Non Pre-priced Task Adjustment Factor	=1.0000

- B. If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on individual Job Orders as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

3. IT IS MUTUALLY AGREED:

- A. The Detailed Scope(s) of Work, and not the Job Order Proposal(s), shall govern the Contractor's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work under the Job Order.
- B. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- C. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- D. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
- E. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- F. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
- G. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

4. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

1.	CONSTRUCTION CHANGE ORDERS
2.	ADDENDA (if applicable)
3.	APPENDIX 4 SPECIAL NOTICES (if applicable)
4.	SECTION B SPECIAL CONDITIONS
5.	SECTION D SPECIFICATIONS
6.	Pinellas County Public Works Special Provisions (Special Provisions). Listed in Section D of this contract.
7.	Pinellas County Public Works Supplemental Specifications (Supplemental Specifications). Listed in Section D of this contract.
8.	Pinellas County Public Works Prefabricated Bridge Specifications (Supplemental Specifications). Listed in Section D of this contract.
9.	Pinellas County Public Works Standard Technical Specifications for Roadway and General Construction – latest edition (Roadway Std. Tech. Specs.)
10.	FDOT Standard Specification for Road and Bridge Construction, Divisions II and III only - latest edition (FDOT Specifications). Division I is not applicable.
11.	PINELLAS COUNTY PROJECT SPECIFIC CONSTRUCTION PLANS FOR THIS CONTRACT

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

5. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

6. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Chark J. Smith

Chairman

May 25, 2022.

Date

ATTEST:

Ken Burke,
Clerk of the Circuit Court

By:

Deedyn Leiro

Deputy Clerk



Caladesi Construction Co.

Name of Firm

By:

Scott D. Hincides

Signature

Print Name

Title

CGC 016311

Contractor's Registration or Certification

No. issued by the State of Florida

CGC 058861

Approved as to Form

APPROVED AS TO FORM

By:

Jacina Parson

Office of the C

Office of the County Attorney

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute an agreement in the amount of \$114,414.90 for the Don Vista Roof Replacement

Action Request: Motion to approve the proposal from Caladesi Construction Company to replace the Don Vista Gallery building roof in the amount of \$114,414.90, and authorize the City Manager to execute the agreement.

Strategic Objective: Sustainability

Date: September 9, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Frances Robustelli, City Manager

Summary of Issue: The Don Vista Building was built in the mid 1920's by Thomas J. Rowe as his residence while he oversaw the construction of the Don CeSar Hotel. It is now known as the Suntan Art Center. It is comprised of his original residence and a joined building that served as administrative space, and banking facility for the VA Administration when they occupied the hotel during WWII. During the VA's occupation the residence was converted to a Fire Station which remained in use until Fire Station 22 was built. There are three roof types, tile over the residence, a turret in the north-west corner and a flat roof over the administrative portion. The existing roof in all three sections has multiple leaks resulting in water damage inside the building and repeated instances of patching annually. The roof was last replaced in 2004, making it 20 years old. The expected life span of the roof system is approximately 20 years. Inspection of the roof systems determines that they have reached the end of their expected life span.

Public Works recommends a Design/Build approach for the roof replacements. The Caladesi Construction Company is under a competitively bid Professional Services Contract with Pinellas County. The County

Contract requires that Caladesi offer their services to other municipalities. Their contract scope of services includes every type of building construction trade including roof replacement. As the first step in the process of replacing the roof systems, Public Works conducted an inspection with a representative of Caladesi Construction Company to develop a scope of work and estimated cost for the replacement of all three roof sections, replacing them in kind. A cost estimate was developed for the City's review. The cost estimate was found to be reasonable and representative of the agreed upon scope of work. As the next step, Public Works requested a Binding Cost Task Order strictly in accordance with the individual line-item costs in the contract for for work items necessary to complete the project.

Funding:

GL 301-0003

Attachments:

1. Caladesi DV Roof Gordian Quote 8-20-24
2. 13_21-2259A_AATF_-_Agreement_-
Caladesi_Construction_Co

Proposal Review Details - Category

Date: 8/20/2024
Work Order #: 131948.00
Title: Don Vista Suntan Arts Center Roofing Project
Contractor: Caladesi Construction Company
Contractor Number: 21-0241-CP(PLU) (Co-Op)
Job Order Value: \$0.00

Proposal Name: Don Vista Suntan Arts Center Roofing Project
Proposal Value: \$114,414.90
Proposal Submitted: 8/19/2024 11:51 AM

CSI Number	Mod	UOM	Description	LineTotal
Category1 - Not Entered				
1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$6,731.00
			Qty	Unit Price
			Factor	Total
			Installation	6731 X \$1.00 X 1 \$6,731.00
Contractor Notes: Egordian Fee				
2	01 22 23 00-0009	WK	60' Engine Powered, Telescoping Boom Man Lift With Platform	\$914.51
			Qty	Unit Price
			Factor	Total
			Installation	0.5 X \$1,445.87 X 1.265 \$914.51
3	07 22 16 00-0191	SF	2-1/2" Thick, R14.4, Polyisocyanurate, Roof Board Insulation, Mechanically Fastened	\$23,377.20
			Qty	Unit Price
			Factor	Total
			Installation	8000 X \$2.31 X 1.265 \$23,377.20
4	07 32 13 00-0003	SQ	Americana (Most Colors) Tile Roofing, 158 Piece Per SQ	\$28,065.80
			Qty	Unit Price
			Factor	Total
			Installation	16 X \$1,291.79 X 1.265 \$26,145.83
			Demolition	16 X 94.86 X 1.265 \$1,919.97
5	07 32 16 00-0007	EA	Ridge And Hip, 10" X 16-1/2", 8 LB Each For Concrete Tile Roof	\$882.27
			Qty	Unit Price
			Factor	Total
			Installation	145 X \$4.81 X 1.265 \$882.27
6	07 32 16 00-0010	EA	Hip Starter, 10" X 16-1/2", 10.5 LB Each For Concrete Tile Roof	\$27.68
			Qty	Unit Price
			Factor	Total
			Installation	4 X \$5.47 X 1.265 \$27.68

CSI Number	Mod	UOM	Description	LineTotal
Category1 - Not Entered				
7	07 34 00 00-0017	SQ	40 Mil, Fire Rated, High Temperature, Embossed Surface, Rubberized Asphalt Adhesive, High Density Cross Laminated Polyethylene Reinforcement, Roofing Underlayment, Self-Adhering (Grace Ice And Water Shield® HT)	\$4,928.84
			Qty Unit Price Factor Total	
		Installation	16 X \$243.52 X 1.265	\$4,928.84
8	07 52 16 13-0007	SQ	150 Mil, Fire Rated, Granule Surfaced, Styrene-Butadiene-Styrene (SBS) Modified Bitumen Cap Sheet, Torch-Applied	\$9,584.65
			Qty Unit Price Factor Total	
		Installation	40 X \$189.42 X 1.265	\$9,584.65
9	07 52 16 13-0017	SF	180 Mil, Fire Rated, Granule Surfaced, Styrene-Butadiene-Styrene (SBS) Modified Bitumen Flashing, Torch-Applied	\$2,765.42
			Qty Unit Price Factor Total	
		Installation	630 X \$3.47 X 1.265	\$2,765.42
10	07 62 13 00-0032	SF	24 Gauge, 0.028" Thick, Galvanized Steel Flashing	\$11,150.11
			Qty Unit Price Factor Total	
		Installation	922 X \$9.56 X 1.265	\$11,150.11
11	07 63 00 00-0033	EA	2-3/4" ID x 12" Riser Pipe, 4 LB Lead Pipe Flashing For Roofs, Fits 2" Pipe	\$1,209.24
			Qty Unit Price Factor Total	
		Installation	12 X \$79.66 X 1.265	\$1,209.24
12	07 65 16 00-0002	SF	60 Mil, Urethane Elastomer Liquid Applied FlashingIncludes applying a 30 mil base coat, rolling in a stichbonded polyester reinforcing scrim and applying a 30 mil second coat.	\$609.73
			Qty Unit Price Factor Total	
		Installation	50 X \$9.64 X 1.265	\$609.73
13	07 65 33 00-0003	EA	3" Diameter Pipe, Neoprene Roof Boot	\$197.64
			Qty Unit Price Factor Total	
		Installation	6 X \$26.04 X 1.265	\$197.64
14	07 65 33 00-0004	EA	4" Diameter Pipe, Neoprene Roof Boot	\$223.60
			Qty Unit Price Factor Total	
		Installation	6 X \$29.46 X 1.265	\$223.60
15	07 71 23 00-0175	LF	7", 24 Gauge, Box Style Galvanized Steel Gutter	\$4,295.81
			Qty Unit Price Factor Total	
		Installation	145 X \$23.42 X 1.265	\$4,295.81
16	07 71 23 00-0224	LF	4" x 5", 26 Gauge, Rectangular Galvanized Steel Downspout	\$1,946.08
			Qty Unit Price Factor Total	
		Installation	120 X \$12.82 X 1.265	\$1,946.08
17	07 71 23 00-0226	EA	Galvanized Steel Leader/Conductor Head	\$1,745.40
			Qty Unit Price Factor Total	
		Installation	6 X \$229.96 X 1.265	\$1,745.40

CSI Number	Mod	UOM	Description	LineTotal
Category1 - Not Entered				
18	07 71 23 00-0227	EA	Thru-Wall Galvanized Steel Scupper Outlet	\$459.65
			Qty Unit Price Factor Total	
			Installation 4 X \$90.84 X 1.265	\$459.65
19	07 72 13 00-0231	EA	62" x 98" Outside Frame Dimensions, 2 x 6 Wood Framed With Liner, Prefabricated Roof Curb	\$1,846.29
			Qty Unit Price Factor Total	
			Installation 4 X \$364.88 X 1.265	\$1,846.29
20	07 72 23 00-0010	EA	36" Neck Diameter, 26 Gauge, Galvanized Steel, Outside Braced, Wind Driven Turbine Ventilator	\$2,878.58
			Qty Unit Price Factor Total	
			Installation 2 X \$1,137.78 X 1.265	\$2,878.58
21	07 73 00 00-0021	SF	1/2" Thick, Surface Primed, Fiberglass Mat Faced, Moisture Resistant Gypsum Core, Roof Protection Board, Mechanically Fastened (Georgia-Pacific DensDeck® Prime)	\$10,575.40
			Qty Unit Price Factor Total	
			Installation 4000 X \$2.09 X 1.265	\$10,575.40
Subtotal for Category1 - Not Entered:				\$114,414.90
Grand Total:				\$114,414.90

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00

Proposal Review Summaries - Category

Date: 8/20/2024
Work Order #: 131948.00
Title: Don Vista Suntan Arts Center Roofing Project
Contractor: Caladesi Construction Company
Contractor Number: 21-0241-CP(PLU) (Co-Op)
Job Order Value: \$0.00

Proposal Name: Don Vista Suntan Arts Center Roofing Project
Proposal Value: \$114,414.90
Proposal Submitted: 8/19/2024 11:51 AM

To: Project Manager From: Contractor Project Manager

Category	LineTotal
Category1 - Not Entered	\$114,414.90
Grand Total:	\$114,414.90

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Work Order Signature Document

Contract No.:21-0241-CP(PLU) (Co-Op)

☒

New Work Order

☐

Modify an Existing Work Order

Work Order #: 131948.00 Work Order Date: _____

Owner PO No: _____

Title: Don Vista Suntan Arts Center Roofing Project

Owner Name: PINELLAS COUNTY CO-OP - City of St. Pete Beach Contractor Name: Caladesi Construction Company

Contact: _____ Contact: Contractor Project Manager

Phone: _____ Phone: _____

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No 21-0241-CP(PLU) (Co-Op).

Brief Work Order Description:

TBD

□

Time Performance: *See Schedule Section of the Detailed Scope of Work*

Liquidated damages will not apply

Work Order Firm Fixed Price:

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

AGREEMENT

THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

Caladesi Construction Co.

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at:

1390 Donegan Rd

Largo, FL 33771

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract. The Maximum Contract Term Value that may be ordered is:

\$4,000,000.00.

The Maximum Contract Total Value is:

\$4,000,000.00.

The Contract Term is sixty (60) months or when Job Orders equal the Maximum Contract Term Value, whichever occurs first.

The COUNTY shall pay the CONTRACTOR the Job Order Amount for each Job Order issued in accordance with all terms and requirements contained in the Contract Documents, and for and in consideration of such sums, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Job Order Contracting (JOC), Department of Administrative Services (DAS) Bid No: 22-0042-CP(MJ)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents. All Job Orders issued from this contract shall be approved by Facilities and Real Property prior to issuance of a County purchase order and commencement of work.
- B. To commence Work under this Agreement with an adequate force and equipment upon receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. The term of the contract is sixty (60) months. Time of performance and completion of the work of this Contract is of the essence. All Job Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.

- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- N. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

- O. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section J of this Agreement, "Indemnification."

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Agreement Amount herein above specified, as follows:

The Job Order Amount shall be calculated using the applicable quantities, Unit Prices published in the Construction Task Catalog® and the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Bid
1.	Non-Secure Areas, Normal Working Hours Adjustment Factor	=1.1400
2.	Non-Secure Areas, Other than Normal Working Hours Adjustment Factor	=1.1400
3.	Secure Areas, Normal Working Hours Adjustment Factor	=1.1400
4.	Secure Areas, Other than Normal Working Hours Adjustment Factor	=1.1400
5.	Non Pre-priced Task Adjustment Factor	=1.0000

- B. If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on individual Job Orders as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

3. IT IS MUTUALLY AGREED:

- A. The Detailed Scope(s) of Work, and not the Job Order Proposal(s), shall govern the Contractor's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work under the Job Order.
- B. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- C. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- D. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
- E. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- F. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
- G. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

4. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

1.	CONSTRUCTION CHANGE ORDERS
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10.	FDOT Standard Specification for Road and Bridge Construction, Divisions II and III only - latest edition (FDOT Specifications). Division I is not applicable.
11.	PINELLAS COUNTY PROJECT SPECIFIC CONSTRUCTION PLANS FOR THIS CONTRACT

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

5. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

6. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Chark J. Shun

Chairman

May 25, 2022.

Date

ATTEST:

Ken Burke,
Clerk of the Circuit Court

By:

Deedyn Leiro

Deputy Clerk



Caladesi Construction Co.

Name of Firm

By:

Scott D. Hincides

Signature

Print Name

Title

CGC 016311

Contractor's Registration or Certification

No. issued by the State of Florida

CGC 058861

Approved as to Form

APPROVED AS TO FORM

By:

Jacina Parson

Office of the C

Office of the County Attorney

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute an agreement with Florida Parking Inc., DBA Yellow Dawg, for pavement construction on El Centro Street for the amount of \$58,879.00

Action Request: Motion to approve the service agreement with Florida Parking Inc., DBA Yellow Dawg, in the amount of \$ 58,879.00 for the removal of French drains and the installation of permeable pavement on El Centro Street and authorize the City Manager to execute the service agreement.

Strategic Objective: Resiliency

Date: September 9, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Frances Robustelli, City Manager

Summary of Issue: The section of El Centro Street between the Don CeSar and 37th Avenue has a longstanding issue with surface water ponding after storm events. Currently, five (5) French drains are installed in this section of road. In 2022, the Public Works Department undertook a road rehabilitation project, which included milling and paving. During the project, an attempt was made to enhance water flow towards the drains and mitigate standing water issues. Road base compaction, road elevations, and driveway connections prevented well-defined stormwater flow. Additionally, this section of the road requires frequent maintenance and are not effectively serving the area.

The proposed project involves removing the five (5) French drains and installing a continuous strip of permeable asphalt pavement to improve drainage. This permeable pavement down the center of the street to improve drainage. This permeable pavement method has proven successful in similar situations, such as in front of City Hall on Corey Avenue and along Bay Street. The proposed project involves installing 224

square yards of permeable pavement along the center of El Centro Street from north of the Don CeSar to 37th Avenue. Additionally, 68 square yards of asphalt work will be performed at seven locations, as specified in the proposal, to eliminate low points and direct water flow into the permeable pavement.

Funding:

The item is budgeted and funded in the Street Rehabilitation Program (301-0013)

Attachments:

1. El Centro Street Yellow Dawg Proposal
2. El Centro Street Locations Map
3. Amendment to Asphalt Patching Services - Yellow Dawg
4. 2021 Asphalt Patching Services Agreement Yellow Dawg



Your Parking Lot's Best Friend!

YELLOW DAWG®

Job #
1,226,905

Proposal Date
Mon, Jun 24, 2024

Yellow Dawg Asphalt Services
1396 Seabreeze Street
Clearwater, FL 33756
813-467-4002 Office
shnc@yellowdawgasphalt.com

Q	Permadrive El Centro St. Pete Beach	B	City of St. Pete Beach
U	El Centro Avenue	I	155 Corey Ave
O		L	
T		L	St. Pete Beach, FL 33706
E			

Who do you trust? Yellow Dawg is part of the ONLY true national brand with locations in 18 states (Jet-Black Franchise Group). Completing over 25,000 jobs in 2023 alone, Black Dawg and sister company Jet-Black are ranked #1 by *Entrepreneur.com* and have a collective 4.8 STAR rating on Google from over 7000

Perma Drive Installation: Approx: 224 Sq. Yds (EI) **\$48,384.00**
1,106' Length X 2' Width. Bump mill to base to prep for permadrive install.

Install permadrive as per manufacturers specs. Approx: 2,016 Sq Ft to be installed.

Asphalt Services-68 Sq yds **\$4,500.00**

10X10-Dip around drain \$732.89
12X12 Dip- \$1,054.08
20X12 (Don Czar area)- \$1,756.80
5X7 Patch along roadway- \$256.20
5X7 Patch along roadway- \$256.80
5X7 Patch along roadway-\$256.80
5X7 Patch along roadway-\$256.80

Drain Grate Removal-5 Each **\$3,000.00**
Remove 5 total drain grates at \$600 per grate. 5 total grates to be removed.

Mobilization **\$2,995.00**

TOTAL	Subtotal	\$58,879.00
We propose hereby to furnish material and labor complete in accordance with above specifications. for the total sum of:		\$0.00
	Tax Included	\$0.00
Payment In Full Upon Completion.	Grand Total	\$58,879.00

All work is performed in a professional manner by insured personnel. All materials meet strict national corporate company quality control standards. Any alteration or deviation from above specifications involving extra costs will be executed only upon explicit verbal or written agreements. We are not responsible for damage to wet sealant or other products after we have left the property. Scheduling is contingent upon delays beyond our control (weather).

UNLESS OTHERWISE NOTED, PRICE INCLUDES 1 SERVICE TRIP (1 MOBILIZATION). MULTIPLE MOBILIZATIONS MAY INCUR ADDITIONAL CHARGES. PLEASE NOTIFY US OF A NEED FOR ADDITIONAL MOBILIZATIONS AS SOON AS POSSIBLE.

Yellow Dawg® authorized signature

[Signature]

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of proposal—the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature:

Please return signed copy to Yellow Dawg®

El Centro Street
Permeable Pavement Installation
(Don CeSar to 37th Ave)



■ French Drains to be removed

— Permeable pavement center gutter (inverted crown) - 1,106' length by 2' width

■ Standing Water – Proposed locations of asphalt repairs to address low-spot pooling

AMENDMENT TO ASPHALT PATCHING SERVICES

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the Asphalt Patching Services ("Agreement") executed as of the April 13, 2021 by and between CITY OF ST. PETE BEACH ("City") and Florida Parking Inc., DBA Yellow Dawg (Vendor) for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

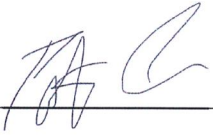
1. Amend section 5 related to Completion Date of the Agreement (section 5) and Section 4 related to services provided:
 - a. Vendor shall deliver the goods, or provide the services, described herein no later than April 13, 2025
 - b. Add the addition of the following to the pricing:
 - i. Perma Drive-\$216 per Square Yard
 - ii. Drain Grate Removal-\$600 Each
2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
3. **Entire Agreement.** This Amendment, Agreement, (and prior amendments – if needed)P 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.

Florida Parking, Inc., DBA Yellow Dawg:

CITY OF ST. PETE BEACH:

Signature: _____



By: Patrick Carr

Its: Vice President

Date: 8/5/24

Signature: Frances Robustelli

By: Frances Robustelli

Its: City Manager

Date: 8/7/2024

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Andrew Dickman
City Attorney

ATTEST:



Amber LaRowe
City Clerk



Your Parking Lot's Best Friend!

YELLOW DAWG

Job #
1,201,348

Proposal Date
Thu, Feb 22, 2024

Yellow Dawg Asphalt Services
1396 Seabreeze Street
Clearwater, FL 33756
813-467-4002 Office
sbpc@yellowdawgasphalt.com

Q City of St. Pete Beach
U 7515 Gulf Blvd
O St. Pete Beach, FL 33706
T
E

B City of St Pete Beach
J Brett Warner
L 155 Corey Ave
L St Pete Beach , FL 33706

(727) 367-2735
(727) 363-9254
bwarner@stpetebeach.org

Who do you trust? Yellow Dawg is part of the ONLY true national brand with locations in 18 states (Jet-Black Franchise Group). We completed over 24,000 jobs in 2023 alone. Yellow Dawg is ranked #1 by *Entrepreneur Magazine*® and has a 4.8 STAR rating on Google from over 6000 reviews since 2019. We have a brand name to protect and will not cut corners or sacrifice quality.

Perma Drive Unit Pricing

Mobilization (EA)

Mobilization is characterized as a patching event. There is no assumed minimum mobilization. Mobilization includes preparation for job including personelle, equipment, materials, and items needed to perform job

\$2,995 per minimum mob charge.

SP9.5 Asphalt Patch SY - \$53/Sq yd

Sawcut and remove damaged asphalt and haul from property. Install 2.0" of SP9.5 hotmix asphalt and compact to grade. Performed in correlation with given specification.

SP12.5 Asphalt Patch SY - \$53/Sq Yd

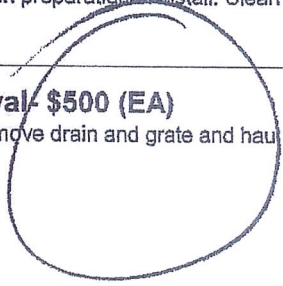
Sawcut and remove damaged asphalt and haul from property. Install 2.0" of SP12.5 hotmix asphalt and compact to grade. Performed in correlation with given specification.

PermaDrive SY- \$216/Sq Yd.

Sawcut/mill existing areas in preparation of install. Clean and prep surface. Install permadrive material as per manufacturers specification.

Drain Grate Removal- \$500 (EA)

Sawcut around drains. Remove drain and grate and haul from property.



TOTAL

We propose hereby to furnish material and labor complete in accordance with above specifications, for the total sum of:
Payment In Full Upon Completion.

Subtotal

Sales Tax

Grand Total

All work is performed in a professional manner by insured personnel. All materials meet strict national corporate company quality control standards. Any alteration or deviation from above specifications involving extra costs will be executed only upon explicit verbal or written agreements. We are not responsible for damage to wet sealant or other products after we have left the property. Scheduling is contingent upon delays beyond our control (weather).

UNLESS OTHERWISE NOTED, PRICE INCLUDES 1 SERVICE TRIP (1 MOBILIZATION). MULTIPLE MOBILIZATIONS MAY INCUR ADDITIONAL CHARGES. PLEASE NOTIFY US OF A NEED FOR ADDITIONAL MOBILIZATIONS AS SOON AS POSSIBLE.

Yellow Dawg® authorized signature

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of proposal—the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: Frances Robustelli

Please return signed copy to Yellow Dawg®

Signature: Frances Robustelli
Frances Robustelli (Aug 7, 2024 05:30 EDT)

Email: frobustelli@stpetebeach.org

El Centro St Pete #1226905 FOR SIGNATURE

Final Audit Report

2024-08-07

Created:	2024-08-06
By:	Rita Bishop (rbishop@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQs1eGM-QR9ObMHsuboWIIYbeVzHd3ifB

"El Centro St Pete #1226905 FOR SIGNATURE" History

-  Document created by Rita Bishop (rbishop@stpetebeach.org)
2024-08-06 - 5:49:17 PM GMT
-  Document emailed to Frances Robustelli (frobustelli@stpetebeach.org) for signature
2024-08-06 - 5:51:23 PM GMT
-  Email viewed by Frances Robustelli (frobustelli@stpetebeach.org)
2024-08-06 - 5:52:28 PM GMT
-  Document e-signed by Frances Robustelli (frobustelli@stpetebeach.org)
Signature Date: 2024-08-07 - 9:30:06 AM GMT - Time Source: server
-  Agreement completed.
2024-08-07 - 9:30:06 AM GMT

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

2021 ASPHALT PATCHING SERVICES

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Florida Parking Inc., DBA Yellow Dawg (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 April 13, 2024 ("completion date").

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

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

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

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

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

11. Vendor fully warrants that all services and/or goods provided herein have been provided in a

good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:

Florida Parking Inc. DBA Yellow Dawg
Attn.: Steven Brown
1396 Seabreeze St.
Clearwater, FL 33756

As to City:

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

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

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

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

26. This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than three (3) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either

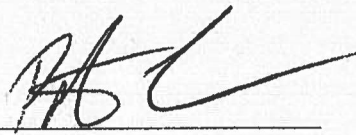
Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

[SIGNATURE PAGE TO FOLLOW]

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

Florida Parking Inc. DBA Yellow Dawg

City of St. Pete Beach:

Signature: 

Signature: 

By: Patrick Carr

By: City Manager

Its: Florida Parking Inc

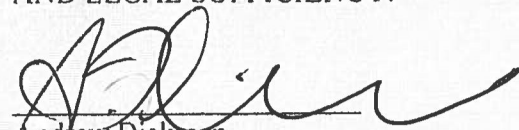
Its: City Manager

Date: 4/16/21

Date: 4/13/21

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:


Andrew Dickman
City Attorney

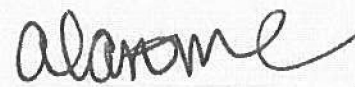

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT "B"

(Place Vendor's Proposal behind this page)

EXHIBIT "C"

(Place RFB behind this page)

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

Agenda Report

Agenda Title Name: Emergency Medical Services Advanced Life Support (ALS) Agreement with Pinellas County EMS Authority

Action Request: “I move to approve the Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement with Pinellas County Emergency Medical Services (EMS) Authority, for FY24-29.”

Strategic Objective: Health and Safety

Date: September 9, 2024

Prepared By: Jim Kilpatrick, Fire Chief

Through: Frances Robustelli, City Manager

Summary of Issue: In an effort to provide seamless, effective, and efficient Advanced Life Support (ALS) first response to emergency incidents in Pinellas County, the Pinellas County EMS Authority contracts to various municipalities to provide services. The term of the agreement will be five (5) years, commencing October 1, 2024, and ending September 30, 2029. The agreement obligates the Authority to provide funding in the amount of \$3,312,030 for the reasonable and customary costs associated with the provision of emergency medical services.

Funding: N/A

Attachments: 1. 2024 St. Pete Beach ALSFR Agreement - FINAL

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

CITY OF ST. PETE BEACH

October 1, 2024

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this _____ day of _____, 2024, between the CITY OF ST. PETE BEACH, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

- Appendix A.** ALS First Responder Profile
- Appendix B.** ALS First Responder Contractors
- Appendix C.** EMS Equipment
- Appendix D.** EMS Financial Information Attestation Form
- Appendix E.** Instructor Reimbursement Form
- Appendix F.** EMS Coordination Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

SECTION 104. SCOPE OF SERVICES. The services to be performed by the Contractor under this Agreement include the following:

- (a) The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b) The on-scene Patient care by Field Personnel.
- (c) The continuation of Patient care, when Contractor's Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter.
- (d) The transport of Patients to a medical facility by a Rescue Unit shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.
- (e) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II **DEFINITIONS**

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"ALS" means Advanced Life Support.

"ALS First Responder Services" means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

"ALS First Responder Station" means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

"ALS First Responder Unit" means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid

response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

“Advanced Life Support” means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

“Advanced Practice Paramedic” or “APP” means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified Paramedic. The APP's expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified as defined in the EMS Rules and Regulations.

“Ambulance” means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

“Ambulance Contractor” means the entity selected by the Authority to provide ambulance service countywide.

“Annual Compensation” means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

“Annual External Audit” means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

“Authority” means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

“Authority Funded Unit” means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and

between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“BLS” means Basic Life Support.

“BLS First Responder Unit” means a vehicle equipped to provide Basic Life Support only.

“Basic Life Support” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“CAD” means the computer aided dispatch system.

“Caller” means a person accessing the response system by telephone.

“Condition 1” means the normal operation of the EMS System in which Patient Transport is handled by the Ambulance Contractor.

“Condition 3 Medical” or “Condition 3M” means the procedure to allow ALS First Responder Transport of Patients utilizing Rescue Units during peak periods at the request and approval of the Executive Director or designee.

“Continuing Medical Education” or “CME” means the medical education training program, through distance learning or classroom-based courses, provided in accordance with the EMS Rules & Regulations.

“CME Instructor” means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

“Contractor” means any one of the entities described on Appendix B.

“Contractor Funded Unit” means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

“County” means Pinellas County, Florida, a political subdivision of the State of Florida.

“County Certified” means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.

“Course” means any individual CME offering available online through a sufficient number of classroom-based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.

“Department” means the State of Florida Department of Health.

“Disaster” means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.

“Emergency Medical Technician” or “EMT” means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.

“Emergency Medical Services” or “EMS” means the services provided by the Contractor pursuant to Section 104.

“EMS Advisory Council” means the advisory board established by the Special Act.

“EMS Districts” means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.

“EMS Emergency” means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.

“EMS Equipment” means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.

“EMS Incident” means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.

“Emergency Response” means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

“EMS Mill” means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

“EMS Ordinance” means Chapter 54, Article III of the Pinellas County Code, as may be amended.

“EMS System” means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

“Executive Director” means the Director of the EMS System, or his or her designee.

“First Due Unit” means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

“Field Personnel” means Paramedics and EMTs employed by Contractor.

“First Responder Services” means ALS First Responder Services.

“Fiscal Year” means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.

“Force Majeure” means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

“Just Culture” means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that

encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

“Learning Management System” means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom-based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules & Regulations.

“Medic Unit” means a non-Transport capable ALS First Responder Unit.

“Medical Case Review” means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

“Medical Control” means the medical supervision of the EMS System provided by the Medical Director.

“Medical Control Board” means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

“Medical Direction” means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

“Medical Director” means a licensed physician, or a corporation, association, or

partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Medical Operations Manual” means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

“On-Scene Equipment Exchange Program” means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

“Paramedic” means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

“Party” or “Parties” means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Priority Dispatch Protocols” means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

“Public Educator/Community Paramedic” means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

“Regional 9-1-1 Center” means the Communications Center and related telephone,

radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

“Rescue Unit” means a transport capable ALS First Responder Unit.

“Response” means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

“Response Time” means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

“Rules and Regulations” means the rules and regulations adopted by the Authority, which is subject to amendment.

“Run Cards” means the Regional 9-1-1 Center's computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

“Special Act” means Chapter 80-585, Laws of Florida, as amended.

“Special Events” means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

“Total Unit Hour Compensation” means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

“Traffic Preemption System” means a comprehensive system provided by the Authority

that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the ALS First Responder Unit can safely proceed through the intersection.

“Transport” means the transportation of Patients to a medical facility by Ambulance or Rescue Unit.

“Uncontrollable Circumstance” means a Force Majeure, an EMS Emergency or a State of Emergency.

“Unforeseen Circumstances” means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

“Unit Compensation” means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

“Unit Hour Compensation” means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

ARTICLE III

REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Authority has all requisite power and authority to carry on its

business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability.** Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) **No Litigation.** There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing.** Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor

and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. VEHICLES AND EQUIPMENT.

(a) **Obligation to Provide Vehicles.** At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 402. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor

and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

SECTION 403. RESPONSE TIME. Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District; and (3) for which Contractor's ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

SECTION 404. CONTINUING MEDICAL EDUCATION.

(a) **Field Personnel.** Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom-based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b) **CME Instructors.** Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is

responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. MEDICAL QUALITY CONTROL.

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the

auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large-scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance.** Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

SECTION 406. MEDICAL CASE REVIEWS. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

SECTION 407. PERSONNEL.

(a) **Training and Qualifications.** All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct.** Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment.** Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with **Appendix F.**

SECTION 408. EMERGENCY ASSISTANCE

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Condition 3M.** During periods of Condition 3M, Contractors with Rescue

Units shall Transport Patients from EMS Incidents to area hospitals. Contractor shall follow the then current Medical Operations Manual Protocols or medical control directives.

(e) **Mutual Aid**. Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as

long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. PATIENT CARE REPORTING SYSTEM. Contractor shall cooperate with the Authority in refining and improving the fully integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and

responding to EMS Incidents.

SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.

(a) Regional 9-1-1 Center. Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, access to the County's 800MHz High Performance Data (HPD) system, and cellular airtime for all Authority and Contractor Funded Units and reserve Units following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) Requests for Emergency Medical Assistance. Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and

shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. COMMUNITY INVOLVEMENT. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

SECTION 414. LICENSURE AND CERTIFICATION. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. ACCURATE INFORMATION. Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

SECTION 416. CRIMINAL JUSTICE INFORMATION SERVICES (CJIS). Contractor shall ensure all Personnel that have access to the CAD System and system information have received criminal background screening by the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) to the CJIS Level

2 requirements and have complied with all initial and ongoing training requirements. Personnel that have been denied CJIS Level 2 clearance shall not access the CAD System. Contractor shall have in place local policy to ensure that all rules required by the FDLE surrounding access to CAD and the information contained within are strictly followed.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. MEDICAL DIRECTION AND CONTROL. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. CONTINUING MEDICAL EDUCATION. Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT. Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit. Authority funded Medic Units and Rescue Units will receive one (1) additional 800 MHZ Portable Radio. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

SECTION 504. MEDICAL SUPPLIES. The Authority shall provide and replace, as

necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. EXTRAORDINARY MODIFICATIONS. Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. BILLING. The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. ECG EQUIPMENT AND MAINTENANCE. The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be

maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

SECTION 508. BIOHAZARD WASTE COLLECTION. The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT. Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

SECTION 510. TRAFFIC PREEMPTION: Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. Traffic Preemption System equipment shall be provided for

frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

- (a)** Provide Workers' compensation insurance as required by Florida Law.
- (b)** Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.
- (c)** Professional Liability Insurance, including errors and omissions, with

minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with “tail coverage” extending three (3) years beyond the ending date of this Agreement. In lieu of “tail coverage” the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County’s Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) **FY 2024–2025.** Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2024 – 2025. The approved budget amounts for the Fiscal Year commencing October 1, 2024, shall be equal to that shown on Appendix A.

(b) **Budget Submissions for FY2025–2026 through FY2029-2030.**
Contractor shall submit a budget by April 1st each year for the following Fiscal Year for the Authority's review and approval. Budget shall be prepared in the same manner as the budget submitted for FY 2024-2025, so long as said budget is less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budget.

(c) **Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.**
Authority will provide funding for Authority funded rescue units, medic units and the

proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY24-25 are rescue units (\$350,000), medic units (\$125,000), and staff vehicles (\$75,000). Reimbursements are made upon delivery of the vehicle along with documentation being provided to the Authority that includes the receipt of the purchase order, invoices, proof of payment and any other documents required by The Authority.

(d) Rescue Unit Transport Compensation.

Authority shall reimburse Contractor, monthly in arrears, for Transports by Rescue Units that comply with the Medical Operations Manual Transport Protocol at a rate of \$100.00 per Transport. Rescue Unit Transports that do not comply with the Medical Operations Manual Transport Protocol shall not be reimbursable.

(e) Unit Hours. Authority may purchase Unit Hours to staff additional Rescue Units to Transport Patients at the Authority's discretion through its Executive Director. The Authority shall reimburse the Contractor for its actual costs of salary and benefits up to \$75.00 per hour for each crew member of a two-person crew (Paramedic/Paramedic or Paramedic/EMT) for overtime or backfill costs for hours that are actually performed and preapproved in writing by the Authority. Such additional Units or Unit Hours may be used routinely, episodically, or during peak demand periods to maintain the level of service and Response Times for Ambulance Services. Personnel from different Contractors may be paired to place additional Rescue Units in service.

(f) Payment. Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(g) Station/Overhead Allowable Costs. Contractor shall be reimbursed for station and overhead costs in accordance with Resolution 14-65 or a successor

Resolution or 1%, whichever is greater, approved by the Authority. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(h) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1st of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix "A" prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year's budget.

SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed \$125,000.00 in any Fiscal Year.

(b) **Reimbursement for CME Instructors.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process

such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year

exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(d) Reimbursement for Participation in Countywide Quality Improvement Committees. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$25,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(e) Reimbursement for Participation in Countywide Advanced Practice

Paramedic Medical Training. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Advanced Practice Paramedics to attend and participate in countywide medical training for special operations teams based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Advanced Practice Paramedic medical training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER UNIT. In the event Contractor fails to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and

personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 704. PROVISION OF BILLABLE PATIENT CARE REPORT.

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES.

Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

- (a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.
- (b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.

Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein.

Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the “EMS Financial Information Attestation Form” prepared by the Contractor and signed by the Contractor’s auditor. The required “EMS Financial Information Attestation Form” is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the “EMS Financial Information Attestation Form” within ten (10) business days of Contractor’s receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor’s EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

SECTION 707. FUTURE/ADDITIONAL SERVICES. Contractor understands that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be affected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor’s obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

SECTION 708. ADDITIONAL UNITS.

(a) **Authority Funded.** During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually agreeable compensation for such additional Authority Funded Unit(s). In those instances where the

Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix "A" by the Parties.

(b) Contractor-Funded. Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 709. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 710. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

ARTICLE VIII

TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024 and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and Contractor approval prior to July 1, 2029, which is subject to Authority, City Council or District approval prior to September 30, 2029. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof. The effective date of this agreement shall be retroactive to October 1, 2024 for reimbursement purposes.

SECTION 802. TERMINATION.

(a) **By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), “cause” shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), “cause” shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By Authority or Contractor without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) **Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor’s EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

SECTION 803. RESOLUTION OF DISPUTES. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual

Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX

MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this

nondiscrimination clause.

SECTION 902. NOTICES. All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority: Executive Director, Pinellas County EMS Authority
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties and supersedes all prior and similar agreements and amendments with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the

particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily

agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2024.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of
County Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF ST. PETE BEACH, FLORIDA

by: _____
Mayor

by: _____
City Manager

Approved as to Form:

Attest:

by: _____
City Attorney

by: _____
City Clerk

Appendix A
ALS First Responder Profile

Contractor	St. Pete Beach
EMS District(s)	St. Pete Beach EMS District
Authority Funded Units	Medic 22 Rescue 23
Contractor Funded Units	Squad 22 and Truck 23
EMS Coordination	EMS Coordinator – 1 FTE (St. Pete Beach 200) Rescue Lieutenant – 1 Position (24/7) Rescue Lieutenant 23
FY24-25 Annual Compensation	\$3,312,030 which includes \$391,490 for 50% Mid-Year funding for Rescue Lieutenant 23. Subsequent years per submitted budget including 100% funding for Rescue Lieutenant 23.
Projected Capital	FY24-25 St. Pete Beach 200, Rescue 22, Rescue Lieutenant 23 FY25-26 Rescue 23 FY26-27 None FY27-28 None FY28-29 None

Appendix B
ALS First Responder Contractors

City Manager
CITY OF CLEARWATER
112 S. Osceola Avenue
Clearwater, FL 33756

City Manager
CITY OF DUNEDIN
P O Box 1348
Dunedin, FL 34697

Chairman, Board of Commissioners
EAST LAKE TARPON
SPECIAL FIRE CONTROL DISTRICT
3375 Tarpon Lake Boulevard
Palm Harbor, FL 34685

City Manager
CITY OF GULFPORT
2401 53rd Street South
Gulfport, FL 33707

City Manager
CITY OF LARGO
P O Box 296
Largo, FL 33779-0296

Chairman, Board of Commissioners
LEALMAN
SPECIAL FIRE CONTROL DISTRICT
4360 55th Avenue North
St. Petersburg, FL 33714

City Manager
CITY OF MADEIRA BEACH
300 Municipal Drive
Madeira Beach, FL 33708

City Manager
CITY OF OLDSMAR
100 State Street West
Oldsmar, FL 34677-3655

Chairman, Board of Commissioners
PALM HARBOR
SPECIAL FIRE CONTROL DISTRICT
250 W. Lake Road
Palm Harbor, FL 34684

City Manager
CITY OF PINELLAS PARK
P O Box 1100
Pinellas Park, FL 33780-1100

Chairman, Board of Commissioners
PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT
304 First Street
Indian Rocks Beach, FL 33785

City Manager
CITY OF SAFETY HARBOR
750 Main Street
Safety Harbor, FL 34695-3597

City Manager
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706-1701

City Manager
CITY OF SEMINOLE
9199 113th Street North
Seminole, FL 33772-2806

City Clerk
CITY OF SOUTH PASADENA
7047 Sunset Drive South
South Pasadena, FL 33707-2895

City Manager
CITY OF TARPON SPRINGS
324 Pine Street East
Tarpon Springs, FL 34689

City Manager
CITY OF TREASURE ISLAND
120 108th Avenue
Treasure Island, FL 33706-4794

Appendix C **EMS Equipment**

Provided by the Authority:

- All Medical Supplies and Equipment authorized by the Authority.

EKG Monitor / Defibrillator and AEDs

- Stryker Lifepak 15 V4+ EKG Monitor Defibrillators with the minimum clinical specifications: biphasic defibrillation, external pacing, 12 lead acquisition/transmission, pulse oximetry, waveform capnography, and non-invasive blood pressure monitoring.
- Preventative maintenance/repair, cases, wireless data connectivity, battery chargers and batteries as needed.
- All EKG disposable supplies and cables to include, but not limited to, EKG electrodes, Defib/Pacing pads, AED Pads, Q-CPR Meters, and pads, 5 Lead Limb and Chest cables, EKG Main/Therapy/12 Lead Cables, Patient Cables, NIBP cuffs and hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies. Durable accessories will be replaced periodically due to wear and tear. Durable accessories that are lost, stolen, or damaged will be subject to Section 507 of this agreement.

Stryker Lifepak 15 V4+ EKG Monitor Defibrillators or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department or Florida Law

Appendix D
EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

To be completed by Contractor:

City or Fire District (Contractor) _____

Fiscal Year _____

Name of Person Completing Form _____

Phone Number and Email Address _____

- | | |
|--|----------|
| 1. EMS Funding Received by Contractor | \$ _____ |
| 2. EMS Allowable Costs Incurred by Contractor | \$ _____ |
| 3. Difference (If excess, amount due to Pinellas County) | \$ _____ |

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND
SUPPORTING DOCUMENTATION AS NEEDED.**

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

Signature and Date, Contractor's External Auditor

Appendix E

Instructor Reimbursement Form



CME INSTRUCTOR REIMBURSEMENT FORM

Agency

CME Instructor Name

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11											\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
TOTAL Reimbursement Amount:											\$ -

Print Name & Title

Submitted By - Authorized Signature

Date

Notes:

One Instructor per form

(a) Course Name (i.e. January 2016 CME, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)

(b) For reimbursement the class must be preauthorized by PCEMS through the issuance of a Authorized Class Code.

(c) First Name, Last Name of person covering - must be same rank or below. Attach supporting documents.

(d) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

Appendix F

EMS Coordination Duties and Responsibilities

LICENSURE/CERTIFICATION/REGULATORY

1. State EMS License and vehicle permits are maintained and renewed.
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

LIASION

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS-related meetings.

EQUIPMENT AND LOGISTICS

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level "C" Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

PATIENT CARE REPORTS

19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.
21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance, and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS-related meetings and quality improvement committees.

CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large-scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute the change order with Halff Associates for the Belle Vista Drive Seawall Outfall Modifications project in the amount of \$10,074.98

Action Request: Motion to authorize the City Manager to execute the change order with Halff Associates for the Belle Vista Drive Seawall Outfall Modifications project in the amount of \$10,074.98.

Strategic Objective: Resiliency

Date: September 9, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Frances Robustelli, City Manager

Summary of Issue: In 2021, as a proactive approach to facing rising sea levels, the City installed tidal check valves at the outfalls located at the intersection of Belle Vista Drive & 41st Avenue, and the intersection of Belle Vista Drive & Mangrove Point. In the installed condition, the tidal check valves require regular maintenance to clear debris and barnacle growth in order to operate as intended. Cleaning the existing outfalls is challenging due to their location and tidal conditions.

On November 27, 2023, the Interim City Manager approved a task order proposal in the amount of \$18,200.00 from Halff Associates, Inc. under the existing continuing engineering services contract (CCNA) executed on January 5, 2021 and renewed on January 9, 2024. The task order included design for relocating the existing tidal check valves and installing them within a vaulted structure. The modifications will allow the City to better inspect and maintain the tidal check valve system.

This proposed change order will incorporate a baffle box structure to remove debris upstream of the tidal check valves to improve performance and provide

water quality benefits.

Funding:

The is budgeted and there is funding available in the Stormwater – Professional & Contractual (103-5667)

Attachments:

1. 42109.036 Final ChangeOrderREV
2. 42109.036 Final Task Work Order-fully executed
3. SW-003-02 Stormwater Outfalls - Belle Vista
PO04554



Exhibit "B"

CHANGE ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Change Order Request</i>	August 13, 2024
<i>Firm Selected for Task</i>	Halff Associates, Inc.
<i>Task (Project) Name</i>	Seawall Outfall Rehab BV(2) TCV/ Baffle Retrofit Change Order to include Baffle Box
<i>Task Description (and other relevant details)</i>	1. Project Management 2. Manufacturer Coordination 3. Design Drawings and Specifications
<i>Task Budget</i>	\$10,074.98
<i>Conflict of Interest</i>	(N) If yes, describe.
<i>Task Order Completion Date</i>	180 days after NTP

Pursuant to section 13.4 of your contract with the City, your signature below shall attest that no conflict exists between the tasks described herein and any work Halff Associates, Inc. is performing for any private client.

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

Acknowledgement of Change Order:

_____ Frances Robustelli City Manager City of St. Pete Beach	_____ Date	 _____ Brandyn D. Littleton VP, Operations Manager Tampa Halff	_____ 8/13/24 Date
_____ Camden Mills, PE City Engineer/Assistant Public Works Director City of St. Pete Beach	_____ Date		



Halff Associates, Inc.
Agreement for Continuing Contract for Professional Engineering Services
Change Order to Task Order #42109.036

Camden Mills, PE
Assistant Public Works Director
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
cmills@stpetebeach.org

July 9, 2024
Revised: August 13, 2024
42109.036

RE: Seawall Outfall Rehab BV(2) TCV/ Baffle Retrofit : Change Order to include Baffle Box

Site Location

County:	Pinellas County	State:	Florida
Latitude:	27.716086	Longitude:	-82.736431

Dear Ms. Mills:

Halff Associates, Inc. (HALFF) is pleased to submit a change order to Task Order #42109.036 to provide the City of St. Pete Beach (CLIENT) with professional engineering services for design and bid phase services for the Belle Vista Drive Seawall Outfall Modifications project. This scope of services will be in compliance with our Continuing Services Contract for Professional Design Services dated January 9, 2024.

Background and Scope of Services

As a proactive approach to facing rising sea levels, the City has installed backflow preventors at the outfalls located at the intersection of Belle Vista Drive & 41st Ave (41st Ave & Belle Vista Drive Drainage Improvements - City PO 18-00128 - Genesis P# 6140-0151) and the intersection of Belle Vista Drive & Mangrove Pt (Mangrove Pt & Belle Vista Drive Drainage Improvements City PO 20-01000 – Halff AVO 42109.036). In the installed condition, the backflow preventors require regular maintenance to clear debris and barnacle growth to allow the system to operate as designed. The current seawall/outfalls are difficult to clean due to location and tidal conditions. The work highlighted in the below tasks proposes installing a baffle box at each new vaulted check valve downstream of the stormwater pipe network's final inlet, to allow the City to better maintain the existing system. The existing backflow preventor will be relocated from the seawall and installed immediately downstream of the proposed baffle box.

Sincerely,

HALFF

Sydrey Luzier, PE
Project Manager

SCOPE OF SERVICES

TASK 100 PROJECT MANAGEMENT (HOURLY)

Attend client meetings and coordination with maintenance staff as needed on an hourly basis.

Deliverables:

PDFs of meeting minutes.

TASK 200 MANUFACTURER COORDINATION

HALFF will coordinate with the City's preferred baffle box manufacturer, Suntree. HALFF will assist in the selection of most appropriate equipment during the design and installation process.

TASK 300 DESIGN DRAWINGS AND SPECIFICATIONS

HALFF will prepare 30% and final design plans for the CLIENT's review. Plans, contract documents, technical specifications, and opinion of probable construction cost (OPCC) will be included in each submittal for City review and comment. Plans will be prepared in AutoCAD (v. 2020 or newer.)

The plan sheets anticipated to be added to the original TO consist of the following:

- A. Site/Grading
- B. Baffle Box Details
- C. Backflow Preventor Access/Maintenance Check Valve Vault Details

Deliverables:

Deliverables will include submittals (PDFs) of the 30% and final design drawings for City review. An Opinion of Probable Construction Cost (OPCC) will also be included with each submittal. An AutoCAD file of the final drawings will also be provided. Two weeks are included in the schedule for City review and comment, for each submittal. City comments will be addressed and included in subsequent submittals.

COMPENSATION

SCHEDULE

Upon receipt of a fully executed copy of this Change Order, HALFF shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the client is to be regularly and routinely consulted in connection with the performance hereunder.

FEE SCHEDULE

The CLIENT shall pay HALFF the following fees for its services:

Date:	8/13/2024	Fee Schedule					
Task #	Task Description	Project Manager \$245.86	Senior Project Engineer \$240.40	Project Engineer \$152.98	Engineer Intern \$114.74	Administrative Assistant \$81.95	Total
100	Project Management	4	3	2			\$2,010.60
200	Manufacturer Coordination		4	4	10	2	\$2,884.82
300	Design Drawings and Specifications						
	Site/Grading (2 Sheets)		2	2	4		\$1,245.72
	Baffle Box Details	2	2	2	8		\$2,196.40
	Backflow Preventor Access/Maintenance	2	2	2	4		\$1,737.44
Reimbursables							\$0.00
Hours		8	13	12	26	2	
Total		\$1,966.88	\$3,125.20	\$1,835.76	\$2,983.24	\$163.90	\$10,074.98

Notes:

1. Permit fees will be paid by the CLIENT.
2. The total lump sum fee will not exceed \$10,074.98 without prior written approval from the City.

SUPPLEMENTAL SERVICES

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of work, and which are agreed to be performed by HALFF by written addenda to this Agreement shall be considered Supplemental Services for which the CLIENT shall compensate HALFF at an agreed upon lump sum fee or the HALFF current hourly rates for the actual personnel involved in the tasks.



Halff Associates, Inc.
Agreement for Continuing Contract for Professional Engineering Services
Task Order #42109.036

Mr. Brett E. Warner, PE
Assistant Public Works Director
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
bwarner@stpetebeach.org

November 27, 2023
42109.036

RE: Belle Vista Dr Seawall Outfall Modifications (TO #42109.036)

Site Location

County:	Pinellas County	State:	Florida
Latitude:	27.716086	Longitude:	-82.736431

Dear Mr. Warner:

Halff Associates, Inc. (HALFF) is pleased to submit Task Order #42109.036 to provide the City of St. Pete Beach (CLIENT) with professional engineering services for design and bid phase services for the Belle Vista Drive Seawall Outfall Modifications project. This scope of services will be in compliance with our Continuing Services Contract for Professional Design Services dated January 12, 2021.

Background and Scope of Services

As a proactive approach to facing rising sea levels, the City has installed backflow preventors at the outfalls located at the intersection of Belle Vista Drive & 41st Ave (41st Ave & Belle Vista Drive Drainage Improvements - City PO 18-00128 - Genesis P# 6140-015I) and the intersection of Belle Vista Drive & Mangrove Pt (Mangrove Pt & Belle Vista Drive Drainage Improvements City PO 20-01000 – Halff AVO 39524-033). In the installed condition, the backflow preventors require regular maintenance to clear debris and barnacle growth to allow the system to operate as designed. The current location at seawall/outfall is difficult to clean due to their location and tidal conditions. The work highlighted in the below tasks proposes installing a baffle box at each intersection (designed by others) downstream of the stormwater pipe network's final inlet, to allow the City to better maintain the existing system. The existing backflow preventor will be relocated from the seawall and installed immediately downstream of the proposed baffle box. At the intersection of 41st Ave, an access driveway for a maintenance truck will be designed to prevent blocking Belle Vista Drive. The project area is shown in Attachment A.

Sincerely,

HALFF


Alistair Brice, PE
Team Leader

11/27/23
Date

SCOPE OF SERVICES

TASK 100 KICKOFF MEETING AND SITE VISIT

Attend an onsite field review to note, observe, and obtain site-specific information, and review the site relative to the existing conditions.

Deliverables:

PDFs of meeting minutes.

TASK 200 MANUFACTURER COORDINATION

HALFF will coordinate with the City's preferred baffle box manufacturer, Suntree. HALFF will assist in the selection of most appropriate equipment during the design and installation process.

TASK 300 DESIGN DRAWINGS AND SPECIFICATIONS

HALFF will prepare 30% and final design plans for the CLIENT's review. Plans, contract documents, technical specifications, and opinion of probable construction cost (OPCC) will be included in each submittal for City review and comment. Plans will be prepared in AutoCAD (v. 2018 or newer.)

The plan sheets anticipated consist of the following:

- A. Cover Sheet
- B. General Notes
- C. Existing Conditions
- D. Site/Grading
- E. Baffle Box Details
- F. Backflow Preventor Access/Maintenance Vault Details

Deliverables:

Deliverables will include submittals (PDFs) of the 30% and final design drawings for City review. An Opinion of Probable Construction Cost (OPCC) will also be included with each submittal. An AutoCAD file of the final drawings will also be provided. Two weeks are included in the schedule for City review and comment, for each submittal. City comments will be addressed and included in subsequent submittals.

TASK 400 BID SERVICES

Review and Respond to Contractors RFIs, assist in the Development of Addendums, and assist in the analysis of Bids.



Exhibit "B"

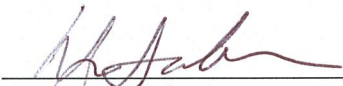
TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	November 27, 2023
<i>Firm Selected for Task</i>	Halff Associates, Inc.
<i>Task (Project) Name</i>	Belle Vista Dr Seawall Outfall Modifications
<i>Task Description (and other relevant details)</i>	1. Kickoff Meeting and Site Visit 2. Manufacturer Coordination 3. Design Drawings and Specifications 4. Bid Services 5. Pre-Construction Meeting 6. Site Visits
<i>Task Budget</i>	\$18,200.00
<i>Conflict of Interest</i>	(N) If yes, describe.
<i>Task Order Completion Date</i>	90 days after NTP

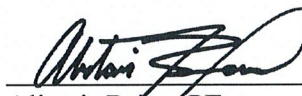
Pursuant to section 13.4 of your contract with the City, your signature below shall attest that no conflict exists between the tasks described herein and any work Halff Associates, Inc. is performing for any private client.

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at (727) 363-9243.

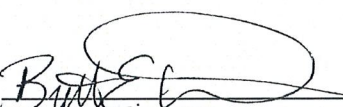
Acknowledgement of Task Order:


Wayne Saunders
Interim City Manager
City of St. Pete Beach

11/5/24
Date


Alistair Bryce, PE
Team Leader
Halff Associates, Inc.

11/27/23
Date


Brett Warner, PE
Assistant Public Works Director
City of St. Pete Beach

12/6/2023
Date



November 27, 2023
42109.036

Mr. Brett E. Warner, PE
Assistant Public Works Director
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
bwarner@stpetebeach.org

RE: Belle Vista Dr Sewall Outfall Modifications (TO #42109.036)

Site Location

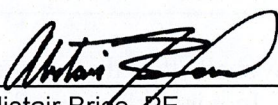
County:	Pinellas County	State:	Florida
Latitude:	27.716086	Longitude:	-82.736431

Dear Mr. Warner:

Halff Associates, Inc. (Halff) is pleased to submit Task Order #42109.036 to provide the City of St. Pete Beach (CLIENT) with professional engineering services for design and bid phase services for the Belle Vista Drive Seawall Outfall Modifications project. This scope of services will be in compliance with our Continuing Services Contract for Professional Design Services dated January 12, 2021.

Sincerely,

HALFF

	11/27/23
Alistair Brice, PE Team Leader	Date

Deliverables:

Bid services deliverables include PDFs of responses to RFIs, meeting minutes, and recommendation of award package.

TASK 500 PRE-CONSTRUCTION MEETING

Attend an onsite preconstruction meeting with City and their preferred contractor.

Deliverables:

PDFs of meeting minutes.

TASK 600 SITE VISITS

Attend up to three (3) site visits at the City's request to inspect installation/construction of proposed infrastructure.

Deliverables:

Notes & photos of site visit.

COMPENSATION

SCHEDULE

Upon receipt of a fully executed copy of this Task Order, HALFF shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the client is to be regularly and routinely consulted in connection with the performance hereunder.

See attached project schedule.

FEE SCHEDULE

The CLIENT shall pay HALFF the following fees for its services:

PROFESSIONAL SERVICES FEE SUMMARY			
Project Tasks		Lump Sum Fee	Hourly Estimated Fee
Task 100	Kickoff Meeting and Site Visit	\$1,050.00	N/A
Task 200	Manufacturer Coordination	\$1,350.00	N/A
Task 300	Design Drawings and Specifications	\$10,500.00	N/A
Task 400	Bid Services	\$1,750.00	N/A
Task 500	Pre-Construction Meeting	\$1,050.00	N/A
Task 600	Site Visits	\$2,500.00	N/A
TOTAL		\$18,200.00	

Notes:

1. Permit fees will be paid by the CLIENT.
2. The total lump sum fee will not exceed \$18,200.00 without prior written approval from the City.

SUPPLEMENTAL SERVICES

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of work, and which are agreed to be performed by HALFF by written addenda to this Agreement shall be considered Supplemental Services for which the CLIENT shall compensate HALFF at an agreed upon lump sum fee or the HALFF current hourly rates for the actual personnel involved in the tasks.

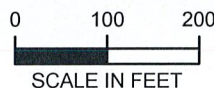
ATTACHMENT A



The information contained in this map is offered as is with no claim or warranty as to its accuracy or completeness. This map is for reference only and should not be considered to be of survey precision.



1000 N. Ashley Drive
 Suite 900
 Tampa, Florida 33602
 813-620-4500



Project Limits

42109.036
 41st Ave & Belle
 Vista Dr SW Outfalls



City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
(727) 367-2735

PURCHASE ORDER

PO # P004554
Vendor V003950
Order Date 07/18/24
Expiration Date

VENDOR
[HALFF ASSOCIATES INC
HALFF ASSOCIATES, INC
1201 N BOWSER ROAD
RICHARDSON, TX 75081]

SHIP TO
[PUBLIC WORKS
7581 Boca Ciega Drive
St Pete Beach, FL 33706]

Contract Number:

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
0001	1.00	EA	Belle Vista Dr Seawall Outfall Mondifications (TO#42109.036) 103-5310	18,200.00	18,200.00
				TOTAL	18,200.00

07/19/24

APPROVED BY

DATE

07/19/24

APPROVED BY

DATE

Please send invoices to AP@StPeteBeach.org

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

Agenda Report

Agenda Title Name: Approve a contract, timeline and scope of services with Calvin, Giordano and Associates, Inc. for Comprehensive Plan Development in the amount \$156,800

Action Request: Motion to approve a contract, timeline and scope of services with Calvin, Giordano and Associates, Inc. for Comprehensive Plan Development in the amount \$156,800

Strategic Objective: Long Range Planning

Date: September 9, 2024

Prepared By: Calvin Giordano & Associates Inc.
Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: In late 2023 the City Commission chose to move forward with reviewing the Future Land Use Element of the Comprehensive Plan, focusing on development and associated standards and externalities in the Large Resort and Town Center land use districts. The selected consultant, Calvin, Giordano & Associates, has prepared a draft scope and approximately twenty-month timeline for execution of the planned four project phases, which includes early public outreach, data collection, and analysis. Phases are generally proposed to proceed as follows:

Phase I (September 2024 through April 2025)

1. Issue identification and past planning effort discussion with City Commission.
2. Staff kickoff, including stakeholder identification and engagement/notification methods
3. Public outreach (six meetings):
 - Two community-wide meetings, the first focused on collecting community input on overall concerns and community vision based on

existing likely development scenarios, and the second focused on distillation of identified common themes and visions.

- Two meetings focused on the LR District, following similar format to the community-wide meetings but focused on this land-use district.
- Two meetings focused on both the TC-1 and TC-2 Districts, also following a similar format to the community-wide meetings.

4. Visualization of community meeting scenario outcomes, presenting 3D models of potential development scenarios.

5. Analysis of existing conditions and trends in report format, including an evaluation of lodging unit to residence ratio that partially formed the basis for the LR District density standard.

Phase II (April through July 2025)

Creation of alternative growth scenarios based on trends analysis and preferences for growth presented during public outreach events in Phase II.

Phase III (August through October 2025)

1. Committee and Board joint workshop to discuss draft plan revisions, to include Planning Board, Historic Preservation Board, Beach Stewardship Committee, and Parks & Recreation Advisory Committee as relevant to the effort.

2. Two public meetings with the City Commission to discuss draft plan revisions, and solicit input on preferred growth alternatives for inclusion in Phase IV amendments.

Phase IV (November 2025 through April 2026)

Presentation of draft Comprehensive Plan and Land Development Code amendments to Local Planning Agency and City Commission.

Staff is bringing this item forward for comment from the City Commission prior to execution. Upon approval, Staff will work with the consultant to begin executing the scope.

Funding: \$300,000 is budgeted in FY 24 and the amount needed for this contract, and special counsel services will carryover to FY25

Attachments:

1. Project Scope - Draft
2. Project Timeline - Draft
3. Project Budget - Draft



Calvin, Giordano & Associates, Inc.
A SAFEbuilt® COMPANY

Calvin, Giordano and Associates, Inc. Planning Services Proposal for the City of St. Pete Beach

August 29, 2024

The City requires recommendations regarding whether the current Comprehensive Plan and Land Development Code accurately reflect the vision of the community and the current and future market for temporary lodging and multi-family residential development. These recommendations will be based on professionally obtained data about existing conditions and future trends and will be particularly focused on density and intensity standards generally within the current Large Resort (LR) zoning district and the Town Center Core District (TC-1) and the Town Center Corey Circle District (TC-2) Future Land Use Categories within the City, also described as the area generally west of Gulf Boulevard, south of 64th Avenue and north of 46th Avenue. The specific area of study will be further defined in coordination with City staff during Phase 1 of the project.

Project Approach

Phase 1: Public Input, Data Collection, and Analysis

City Commission Listening Session

Prior to the official kickoff of the project with City staff, CGA will participate in a City Commission workshop to receive Commission input and answer questions about the project. This listening session will provide CGA with a more complete understanding of Commission's issues of concern, past planning efforts to address these concerns, objectives for the project, and expected outcomes of the project.

Kickoff Meeting with City Staff

This initial phase of the Comprehensive Plan update will be crucial in establishing good benchmarks for the rest of the process. Gaining a full understanding of the successes and failures of the adopted Comprehensive Plan and Land Development Regulations will be the primary focus. In this initial step, we will coordinate and work with City Staff, tapping into their knowledge and understanding of the community and the different planning documents. The specific area of study will be established in coordination with City staff early in this phase.

To ensure the ongoing success of every project, it is important to designate and to communicate to all parties involved the management responsibilities for the project. At the onset, CGA will designate a project manager who will function as the primary point of contact and will be responsible for directing and coordinating the preparation of work products, final review of deliverables, and managing the project scope, schedule, and budget. CGA will also request that St. Pete Beach

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management &
Writing
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment &
Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

311 Park Place Blvd.
Suite 630
Clearwater, FL 33759
Tel: 727-394-3825

www.cgasolutions.com



designate a project manager from staff who will be the City's primary point of contact, as well as responsible for providing base information to CGA, disseminating the consultant's work product to the appropriate City staff, communicating official direction of the City to the consultant, and providing any necessary updates and communications with City staff, Boards, and the Commission.

During this phase, CGA will engage City staff to determine how the public engagement process can be structured to achieve optimal community input for the City. Logistics regarding the public engagement processes as well as the frequency and number of meetings will be discussed as well as identifying the City's stakeholders and thought leaders who will be integral in the success of the public engagement process. The input process must include stakeholders from study area industries such as hospitality (short term/vacation rental, boutique hotel and major flag hotel), construction, marine industry, small business, real estate, or food and beverage. Stakeholders will be invited to workshop events and will be engaged from data gathering through scenario alternatives, using specific questions designed to rank economic projects or investment options. Potential dates and locations will also be identified to ensure that the public process is as open and inclusive to all residents and business owners within the City. Part of the public engagement process will include utilization the City's website and social media platforms as means of disseminating information as well as providing additional ways for the public and stakeholders to provide comment on the plan and the process.

We understand the need to engage a broad community spectrum and acknowledge the need to continually engage already involved advisory and community groups including:

- Beach Stewardship Committee.
- Environmental and advocacy organizations.
- Historic Preservation.
- Multi-generational local hotel, motel, and shop owners.
- Corey Ave Businesses Association.
- Tampa Bay Beaches Chamber of Commerce.
- Other stakeholders identified by the City.

In addition to well-known notification techniques such as local newspapers or utility bill mailers, CGA will employ several effective and innovative invitation and notification methods to capture representative input and to target desired cohorts:

- Social media: When asking "How did you hear about this meeting?" the most common response is "social media". CGA or City will post notifications in days preceding an event, and with permission may utilize pages of businesses, the library, or civic groups to do the same.



- Targeted/Optimized Facebook Ads (strongly recommended): Based on advertising budget and time frame, targeted Facebooks ads make a project or event pop up on a social media user's feed. The ad's "Predictable Reach and Frequency" is based on budget – the higher amount, the further reach and the more specific a target audience. Audience targeting can be geographic, demographic, or both. We find this to be the highest impact, lowest cost targeted outreach method with proven results.
- Utilize the business community: Request businesses to post notifications on their events page – e.g. CoreyAve.com – to engage those interested in local economics, or to hold events at a central business location.
- Engage families: Ensures input on how scenarios will affect year-round citizens. Posting bright, simple, eye-catching flyers at well-visited after school or daytime nodes like the Public Library, at establishments on Corey Avenue, or at bulletins near school-related events.
- Flyers and papering: For the LR and TC-1/2 districts, post flyers in nodes of activity in each district (e.g. Illustrating a district map on the post or flyer is very effective. City to guide on appropriate distribution areas and newsletter outlets. CGA can assist in digital papering through weekly or monthly e-newsletters from civic/business/owners associations (e.g. Friends of Corey Ave) or other civic publications.
- Utilize local civic leaders: Identify community leaders, supply them with flyers or digital materials to allow them to notify their constituencies.
- "Boots-on-the-ground": If gaps in the input spectrum are making holes in an otherwise full representative sample, walking around and spending a few minutes in an area to speak with an owner, employee, patron, or resident, often results in high-quality feedback. Sharing QR codes to an online survey or a short questionnaire during a mobile engagement tour can ensure all input gaps are covered on the way to making and verifying recommendations.

Public Outreach and Participation

Although our project approach includes opportunities for public participation throughout the Comprehensive Plan update process, we are proposing that a majority of outreach take place during this phase in order to provide the basis for understanding and describing existing conditions and for the formulation of recommendations that will be presented in subsequent phases. In order to identify common concerns and priorities of community stakeholders, we will conduct group or individual interviews with key City personnel and officials which would include individual City Commission members and other appropriate board members and key community stakeholders as identified by the City.

To engage a broad range of the community at-large, we recommend conducting at least two community-wide meetings and four district-specific meetings, two each for the Large Resort District and the Town Center (downtown) Districts. Prior to the initial workshop, we typically provide survey questions to the community at-large via the City's website. We can also



include targeted surveys to obtain input from groups that in the past have tended to not be as vocal about planning issues.

The first such meeting would introduce the project and identify major issues of concern and the community's ideals for the future of St. Pete Beach. From the data we have collected during this phase, we will present likely development scenarios based on recent hotel and residential development, market trends, and existing land use regulations. Initial engagement will utilize tools that make complex ideas like development policies easy to communicate. As an example, density concepts such as *12 units per acre versus 8 units per acre* will be explored and compared between stakeholders, businesses, or the public using visuals and infographics. Initial engagement will begin shaping a visual consensus of how each cohort perceives development. To do this the team will utilize:

- Live audience polling: Using real-time polling, the team will present questions and visuals to understand how attendees feel about development outcomes. Live questions at the initial workshop may include: “What factors do you believe contribute the most to traffic congestion?” or “What efforts do you believe are most important to improve the local economy?”. Anonymous answers can lead to in-person discussion which allows the City to ground-truth public sentiment on issues.
- Community character boards: Using a library of images and examples, the team will use large-format boards to capture input on the places and neighborhoods that create St Pete Beach’s identity. The resulting input helps create a geographic illustration of areas of stability and areas that may be prone to change.
- Interactive stations: We will design a full set of visually engaging presentation boards for all engagement sessions. These are to share information but are themselves survey instruments to give direct input on design, density, viewsheds, or other aspects of the physical environment. See examples below of recently utilized materials:



The second workshop would build upon the input of the first workshop and would focus on distilling this input into common themes and common visions for the future of the City based on several possible development scenarios. The district-specific workshops would be targeted to residents, business owners, and property owners in each district and would focus on development scenarios within the limits of each district. These workshops would focus on establishing a common theme and vision for each district.



To communicate development outcomes and get community feedback on scenarios, the team will use the following tools or methods at workshops:

- “Gameboard” mapping: Using large-scale aerial imagery and GIS data, the community will identify places, routes, sites or buildings that are important to the local history, character or economy. Board mapping will lead planners to understand where, for example, land use policies or capital improvements can make the biggest impact. By modeling changes in density, intensity or building height, planners gain instant feedback on potential zoning code changes and can test them in real-time with the community.
- Chip voting: Scenarios are displayed on separate boards while attendees vote on each using chips or other props.
- Investment game station: For St. Pete Beach one simple method to help understand community values is to see how they allocate resources in a game environment. This station gives attendees a limited investment amount to place in multiple options which are based on real-time community issues. This method could help rank public sentiment for projects that, as an example, alleviate impacts to roads, build parking garages, expand affordable housing options, or attract new business types or industries.



Example of a Gameboard station (left), chip voting game (middle) and an investment station (right).

The input received from these public engagement efforts will be used to formulate alternative growth scenarios for the next 20 years. Depending on community input, scenarios may be related to geographic areas, time frames or land use/building types. Illustrating tradeoffs using scenarios can show how a policy or development code change results in various outcomes on the ground. Using ArcGIS Urban, the team will model scenario outcomes and present them to the public, stakeholders and leadership in a visual method that states for example, “If you amend the zoning code to change density here, the outcome could be Scenario A.” ArcGIS Urban is a mapping and modeling software that dynamically responds to zoning inputs like density, height, or floor area in any chosen zone district. The interface then illustrates changes in 3D and is capable of side-by-side scenario comparisons during live engagement sessions. The time typically associated with revising scenarios after engagement sessions can be used for further exploring and testing alternatives based on community input. The team will assist in creating multiple scenarios that are unique to each other and that



overcome issues identified in earlier engagement. By this point in the process, the CGA team will have gained enough insight into the successes and opportunities of the City's adopted Comprehensive Plan; other City resources and documents; the new baseline data; and the various perspectives of key stakeholders and City officials to identify and recommend overarching Vision Statements as well as key policy recommendations. CGA will work closely with the City to ensure that policy recommendations avoid potential claims under Florida's Bert Harris Act.

Existing Conditions and Trends Analysis

The Background Data and Analysis provides the backbone for the Comprehensive Plan's policy framework. Our analysis will be particularly focused on population, real estate, and other market trends that will influence how the City will develop in the near-term and long-term futures. The analysis will include an evaluation of past studies conducted for the City which established a lodging room to residence ratio for the City to determine if this ratio is still appropriate.

The results of our analysis will be presented and explained in an Existing Conditions and Trends Analysis Report. This report will synthesize the review of the adopted Comprehensive Plan priorities, with the review of resource materials made available by the City, with the latest data on demographics, population, and market projections for the City to 2043, with other infrastructure and system data and information available, and with focus of insights gained from the interviews with key personal and official and through the community outreach meetings.

Deliverable: Summary of Public Input Process and Outcomes, Existing Conditions and Trends Analysis Report, and Vision/Key Recommendations Report.

Phase 2: Draft Comprehensive Plan and Land Development Code Revisions

The CGA team will incorporate the findings of the Existing Conditions and Trends Analysis and Vision/Key Recommendations Report into draft Comprehensive Plan and Land Development Code revisions for review and acceptance by the City. These recommendations will be presented as alternative growth scenario options based on the Trends Analysis and on growth preference alternatives presented during the public participation in the previous phase. The draft revisions will first be presented to City staff for review and comment, with any necessary revisions made by CGA prior to presentation to the City Commission for acceptance.

Deliverables: Draft Recommended Comprehensive Plan and Land Development Code Revisions Report.

Phase 3: Acceptance of Draft Plan Revisions by the City Commission

CGA will conduct a joint workshop with the Planning Board and other boards identified by the City to review and provide input on the draft plan revisions. At a minimum, this workshop will include participation by members of the Beach Stewardship Committee, Historic Preservation, and potentially the Parks and Recreation Advisory Board.



CGA will participate in up to two public meetings of the City Commission for acceptance of the Recommended Plan Revisions Report. We will prepare supporting background information and summary material within the Recommended Plan Revisions Report. During this phase, we will also solicit input from the Commission regarding recommended Comprehensive Plan and Land Development Code amendments based on preferred growth alternatives identified in the Recommended Comprehensive Plan Revisions Report.

Deliverables: Recommended Comprehensive Plan and Land Development Code Revisions Report with Executive Summary and Supporting Meeting Material.

Phase 4: Adoption of Amendments by the City

At the direction of the City, CGA will prepare in strike-through/underline format revisions to the Comprehensive Plan and Land Development Code. The drafts of these revisions will be provided to City staff for comment and acceptance prior to presentation to the Commission. During this phase, we will also coordinate with Forward Pinellas to ensure that proposed amendments are consistent with the existing and any possible planned revisions to the Countywide Rules and Maps.

CGA will participate in and provide background material for one Local Planning Agency Hearing and one City Commission Hearing for transmittal of the Comprehensive Plan amendments to the Florida Department of Commerce. CGA will coordinate transmittal of the amendment to the Department of Commerce and other reviewing agencies, and we will coordinate any needed responses to reviewing agency comments.

Following review by the Department of Commerce and other reviewing agencies, CGA will participate in and provide background material for one City Commission hearing for final adoption of the Comprehensive Plan and Land Development Code amendments.

Deliverables: Proposed Data and Analysis, and Goal, Objective, and Policy amendments in ordinance format. Project background and an executive summary will be provided for all hearings. Final Data and Analysis; and Goal, Objective, and Policy amendments, including maps, will be provided in an electronic and editable format.



City of St. Pete Beach Comprehensive Plan Update
August 29, 2024

Scope of Services	2024			2025												2026				
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Phase 1: Public Input, Data Collection, and Analysis																				
Project Kickoff Meeting with Staff																				
Existing Conditions and Trends Analysis																				
Public Outreach and Participation																				
Phase 2: Draft Plan Revisions																				
Preparation of Draft Plan Revisions																				
City Staff Review of 1st Draft																				
Revisions to Draft Plan Revisions based on City comments																				
City Review and Acceptance of Draft Plan Revisions (Changes Made by CGA as Needed)																				
Phase 3: Acceptance of Recommendations by the City Commission																				
Joint Planning Board and Other City Board Workshop																				
First Commission Meeting for Review of Draft Plan Revisions																				
Second Commission Meeting for Review and Acceptance of Draft Plan Revisions																				
Phase 4: Adoption of Amendments by the City																				
Preparation of Comprehensive Plan Amendments																				
City Staff Review 1 st Draft																				
Prepare Revisions as Needed																				
Final City Staff Review																				
Planning Board Hearing																				
City Council Hearing – Transmittal of Amendments																				
City Council Hearing – Adoption of Amendments																				



**St. Pete Beach
Comprehensive Planning Services
Proposed Budget
August 29, 2024**

Phase	Total
Phase 1: Public Input, Data Collection, and Analysis	\$ 96,000.00
Phase 2: Draft Plan Revisions	\$ 15,000.00
Phase 3: Acceptance of Recommendations by the City Commission	\$ 35,800.00
Phase 4: Adoption of Amendments by the City	\$ 10,000.00
Total Project Costs	\$ 156,800.00

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

Agenda Report

Agenda Title Name: Final Reading Ordinance 2024-02: Seawall, Bulkhead, and Retaining Wall Regulations

Action Request: Motion to adopt Ordinance 2024-02.

Strategic Objective: Address sea level rise and decaying seawalls

Date: September 9, 2024

Prepared By: Andrew Dickman
City Attorney
Matthew McConnell, Assistant City Attorney
Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: The following four changes were made between the first and final reading of Ordinance 2024-02:

1. Removing, from the definition of degraded seawall protection structures, seawalls and other barriers that have been legally constructed at a height less than the current requirement, and that have been properly maintained to function as originally permitted (Sec. 98-66.(28)).
2. Reinstating poured in place concrete cap width and thickness standards (Sec. 98-101.(2)).
3. Adding a requirement that steel used in the construction of new or substantially-improved seawalls be corrosion-resistant (Sec. 98-101.(4)).
4. Adding new and substantially-improved living shorelines to the list of structures that must be constructed at current NAVD 88 height requirements and meet other development standards (Sec. 98-101. & 98-104.).

This ordinance is proposed to modify and amend the

City's Code of Ordinances Chapter 98, Articles III. - Property Maintenance and IV. - Seawalls, Bulkheads, and Retaining Walls, to accomplish three primary purposes:

1. Implement variance procedures that have become out of date due to code changes and board responsibility modifications since the procedures were implemented in 1997, along with a review fee. These procedures are proposed to permit the building official to approve a variance to construction or height standard(s) when a licensed Florida engineer with marine construction experience has certified and demonstrated that the strict implementation of the standard(s) will cause a non-financial and unmitigable hardship to the upland property or structures. Appeal hearings of building official decisions are proposed to remain with the City Commission.
2. Implement minimum maintenance and repair standards for seawalls to ensure they continue functioning to the purpose for which they were originally constructed, and provide an expanded applicable definition for "substantial improvement" to provide a non-cost-related basis for seawalls to come into compliance with modern codes, such as replacing a certain portion of the seawall.
3. Significantly eliminate specific construction standards for seawalls that have become outdated due to changes in material and construction preferences since the code was originally written and amended between 1960 and 1997. Modifications provide broad material options and specific cap size limitations, but otherwise place primary responsibility for construction on the seawall engineer, who follows modern best practices. This change is in keeping with current implemented building department practice.

This ordinance does not implement a compliance deadline for residential or commercial seawalls to meet current height and construction standards, and therefore is not expected to have an immediate impact on the majority of the community. Both residential and

commercial seawalls will be held to implemented maintenance standards to ensure they continue to exist in a safe and functional manner, and those who seek to install a new seawall will have an option to request variance to construction and/or height standards when a genuine hardship is faced.

The language in this amendment, in part, modifies standards adopted by the City of Miami pertaining to construction, maintenance, and variance standards and adapts them to local conditions.

Funding:

N/A

Attachments:

1. Ordinance No. 2024-02 Seawalls - (Clean)
2. Ordinance No. 2024-02 Seawalls - (Markup)
3. Ordinance No. 2024-02 Business Impact Estimate

Ordinance No. 2024-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE III – PROPERTY MAINTENANCE, SECTION 98-66 – RESIDENTIAL AND COMMERCIAL PROPERTY MAINTENANCE; ARTICLE IV – SEAWALLS, BULKHEADS AND RETAINING WALLS, SECTION 98-100 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS NOT ON GULF OF MEXICO; SECTION 98-101 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS ON GULF OF MEXICO; SECTION 98-104 – APPEALS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend Chapter 98 of the City’s Code of Ordinances.

WHEREAS, the City of St. Pete Beach faces significant inundation threats from forces of storms, tides, and sea level rise.

WHEREAS, the City Commission finds that engineering and construction practices and standards have changed since the original adoption of the City’s seawall, bulkhead and retaining wall ordinance, and that current practice relies on the expertise of engineers with marine experience to design systems that will protect upland property while avoiding burdening adjacent properties.

WHEREAS, the City Commission desires to maintain the ability for residents and businesses to apply for variances to seawall, bulkhead, and retaining wall construction and/or height standards when faced with particular and evidence-backed hardships.

WHEREAS, the City Commission desires to implement minimum maintenance standards for seawalls, bulkheads, and retaining walls to ensure that they continue to function to the purpose for which they were initially constructed.

WHEREAS, the City Commission finds and declares that the adoption of the Ordinance is in the best interest of the citizens to promote public health, safety and welfare.

WHEREAS, this Ordinance has been advertised as required by state law and the City Charter.

WHEREAS, on August 13, 2024, this Ordinance passed first reading before the City Commission at a vote of 5-0.

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

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

SECTION 2.

The City Code of Ordinances Chapter 98, Article III is amended as follows:

Sec. 98-66. Residential and commercial property maintenance.

(27) *Landscape maintenance.* Where landscape plans have been specifically incorporated and approved in a development plan, the landscape areas shall be maintained in a manner equal to the original landscaping approval.

(28) *Seawalls.* All property owners must maintain their seawalls, bulkheads, living shorelines, or other shoreline protection structures or elements in good repair. A shoreline protection structure is presumed to be in disrepair if it allows for upland erosion, transfer of material through the barrier/wall, or allows tidal waters to flow unimpeded through the barrier/wall to adjacent properties or the public right-of-way. A shoreline protection structure that was legally permitted at a height less than the minimum required elevation for new and substantially-improved structures in Sec. 98-101 of this Code, and which has experienced structural or material deterioration that itself results in flow over the structure to adjacent properties or the public right-of-way, shall also be considered in disrepair.

ARTICLE IV. SEAWALLS, BULKHEADS AND RETAINING WALLS

Sec. 98-100. - Reserved.

Sec. 98-101. - Standards for seawalls, bulkheads, living shorelines, and retaining walls.

All seawalls, bulkheads, living shorelines, or retaining walls constructed or altered shall be in compliance with the following minimum standards:

- (1) Responsibility for proper design of seawalls, bulkheads, living shorelines, and retaining walls rests with the engineer who prepares the plans. Each improvement shall be designed to support all loads that may come upon it, to withstand the forces of water, wind, and usage, and to meet the specific requirements of the building and public works departments for location, elevation, and construction. All structures contemplated by this Section shall admit of rational analysis in accordance with well-established

principles of mechanics and sound engineering practices, and without exceeding the allowed stresses for the various materials as specified in the Florida Building Code.

- (2) Poured in place concrete caps shall not be less than 12 inches in thickness or less than 18 inches in width.
- (3) Bulkheads and seawalls and all parts thereof must be designed to support the estimated or actual imposed load, either dead, live or any other, both during construction and after the completion of such bulkhead or seawall. Seawalls, bulkheads, and any other shoreline protection structures or elements shall be designed and built in a substantially impermeable manner to prevent water from flowing through or over the seawall/shoreline protection while still allowing for the release of hydrostatic pressure from the upland direction, as certified by the design engineer.
- (4) Except as approved by the building department, permanent materials involved in the construction of seawalls, bulkheads, or retaining walls shall include concrete, corrosion-resistant steel, stone masonry, fiber-reinforced or high-performance plastics, or a combination. When reinforced concrete is used, it shall meet the requirements for proportions, strength and consistency in the Florida Building Code, as shall materials, design and fabrication in the erection of steel.
- (5) Elevation of all seawalls, bulkheads, living shorelines, and retaining walls newly constructed or substantially improved shall be as follows. For the purpose of this Section, substantial improvement shall be defined as any seawall repair consisting of 50 percent or more of the current length of the existing barrier, and repairs that are 50 percent or more of the cost of a new seawall along the length of the existing barrier or property shoreline, or any improvement to the seawall which results in an elevation change along 50 percent or more of the length of the structure. This term includes structures which have incurred "substantial damage" regardless of source or actual repair work performed.
 - a. *For seawalls, bulkheads, living shorelines, and retaining walls that front on the bay: 5.0 feet North American Vertical Datum 88.*
 - b. *For seawalls, bulkheads, living shorelines, and retaining walls that front on the Gulf of Mexico: 6.0 feet North American Vertical Datum 88.*

Sec. 98-104. - Relief from seawall, bulkhead, living shoreline, or retaining wall construction and elevation standards.

The building official is authorized to grant administrative relief from the construction and/or elevation standards of Sec. 98-101. Variances shall be sought through the submittal of a certification from a licensed Florida engineer with demonstrated proof of specialized marine engineering knowledge and training. The certification shall be submitted in tandem with the building permit for the seawall, bulkhead or retaining wall and subject to the administrative variance fee established by the City's fee schedule. The certification shall affirm, and support through evidence, the following:

- (1) There are special conditions of the upland subject property, existing upland structures or buildings, or vested and permittable upland structures or buildings which the applicant has taken reasonable, investment-backed steps to construct, for which the application of the subject standard will present a hardship;
- (2) The hardship is not predominantly financial in nature;
- (3) Application of the subject standard will imperil the subject or a neighboring property;
- (4) The hardship does not result from the upland property owner's unwillingness to modify the site to accommodate retention or detention of a 25 year, 24 hour storm, or such modification would itself rise to the level of a hardship that deprives the applicant reasonable use of the land, structure, or building;
- (5) The variance requested is the minimum necessary to reasonably mitigate the peril that application of the subject standard would otherwise cause.

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

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

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

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

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

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

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

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

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

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Ordinance No. 2024-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE III – PROPERTY MAINTENANCE, SECTION 98-66 – RESIDENTIAL AND COMMERCIAL PROPERTY MAINTENANCE; ARTICLE IV – SEAWALLS, BULKHEADS AND RETAINING WALLS, SECTION 98-100 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS NOT ON GULF OF MEXICO; SECTION 98-101 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS ON GULF OF MEXICO; SECTION 98-104 – APPEALS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend Chapter 98 of the City’s Code of Ordinances.

WHEREAS, the City of St. Pete Beach faces significant inundation threats from forces of storms, tides, and sea level rise.

WHEREAS, the City Commission finds that engineering and construction practices and standards have changed since the original adoption of the City’s seawall, bulkhead and retaining wall ordinance, and that current practice relies on the expertise of engineers with marine experience to design systems that will protect upland property while avoiding burdening adjacent properties.

WHEREAS, the City Commission desires to maintain the ability for residents and businesses to apply for variances to seawall, bulkhead, and retaining wall construction and/or height standards when faced with particular and evidence-backed hardships.

WHEREAS, the City Commission desires to implement minimum maintenance standards for seawalls, bulkheads, and retaining walls to ensure that they continue to function to the purpose for which they were initially constructed.

WHEREAS, the City Commission finds and declares that the adoption of the Ordinance is in the best interest of the citizens to promote public health, safety and welfare.

WHEREAS, this Ordinance has been advertised as required by state law and the City Charter.

WHEREAS, on August 13, 2024, this Ordinance passed first reading before the City Commission at a vote of 5-0.

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

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

SECTION 2.

The City Code of Ordinances Chapter 98, Article III is amended as follows:

Sec. 98-66. Residential and commercial property maintenance.

(27) *Landscape maintenance.* Where landscape plans have been specifically incorporated and approved in a development plan, the landscape areas shall be maintained in a manner equal to the original landscaping approval.

(28) *Seawalls.* All property owners must maintain their seawalls, bulkheads, living shorelines, or other shoreline protection structures or elements in good repair. A shoreline protection structure is presumed to be in disrepair if it allows for upland erosion, transfer of material through the barrier/wall, or allows tidal waters to flow unimpeded through the barrier/wall to adjacent properties or the public right-of-way. A shoreline protection structure that was legally permitted at a height less than the minimum required elevation for new and substantially-improved structures in Sec. 98-101 of this Code, and which has experienced structural or material deterioration that itself results in flow over the structure to adjacent properties or the public right-of-way, shall also be considered in disrepair.

ARTICLE IV. SEAWALLS, BULKHEADS AND RETAINING WALLS

~~Sec. 98-100. Standards for seawalls, bulkheads and retaining walls not on Gulf of Mexico. Reserved.~~

~~All seawalls, bulkheads, and retaining walls constructed or altered, projected or prolonged, on or adjacent to waters of the county, other than those of the Gulf of Mexico shall be of concrete or aluminum construction in compliance with the following minimum standards:~~

~~(1) *Concrete seawalls.*~~

- a. ~~All seawalls, retaining walls, and bulkheads shall be of concrete, utilizing the tongue and groove sheet pile type construction, with poured in place concrete cap and tieback anchors. The concrete shall have a minimum test strength of 3,500 pounds per square inch (psi) at 28 days, and all reinforcing steel shall be covered with a minimum of two inches of concrete.~~
- b. ~~The concrete sheet piling shall have a minimum thickness of 5½ inches and contain vertical steel reinforcement equivalent in cross sectional area to one # 4 deformed reinforcing bars spaced at eight inches on center. Each slab shall have two no. 4 steel hairpins extending into the cap a minimum of three inches.~~
- c. ~~The poured in place concrete cap shall not be less than 9½ inches in thickness nor less than 16 inches in width.~~
- d. ~~The cap shall contain continuous horizontal steel reinforcement equivalent in cross sectional area to four # 4 deformed reinforcing bars. All splices shall be lapped not less than 40 diameters. However, the steel shall not be continuous through expansion joints.~~
- e. ~~All tieback rods shall be steel and shall have a cross sectional area equal to or greater than a # 8 reinforcing bar. All such rods shall be spaced not more than ten feet o/c and shall have two or more coats of an approved protection material. The length of all tie rods shall be equal to or greater than two times the height of seawall slab projecting above the ground line. In no case shall the tie rods be of shorter length than 12 feet.~~
- f. ~~All anchors shall be poured in place concrete, containing not less than 4½ cubic feet of concrete and have not less than 4½ square feet of vertical surface perpendicular to the alignment of the tie rod. Each anchor shall contain vertical and horizontal steel reinforcement equivalent in cross sectional area to two # 4 deformed reinforcing bars in each direction.~~
- g. ~~The penetration of each seawall slab into firm ground shall be equal to 0.6 times the height of the wall above the ground line or 0.4 times the total length of the slab, whichever is greater. In no case shall the seawall slab be of shorter length than eight feet.~~
- h. ~~The elevation for all seawalls, bulkheads and retaining walls fronting on the bay shall be equal to or greater than elevation 5.0 feet above mean sea level (North American Vertical Datum 88).~~

(2) ~~Aluminum seawalls.~~

- a. ~~Aluminum seawalls shall not have an exposed height of more than five feet.~~
- b. ~~Sheet piles shall be fabricated from aluminum alloy 6061 T6, conforming to ASTM designation B209 alloy 6061 for chemical composition, having a minimum thickness of 0.125 inch and minimum tensile strength of 35,500 psi. Corrugations shall have nominal nine inch pitch, and nominal 2.5 inch depth. The penetration into firm ground shall be equal to 0.67 times the height of the wall above the ground line or 0.4 times the total length of the sheet, whichever is greater. In no case shall the total sheet be less than six feet in length. Where sheet lengths required are more than 8.5 feet, and where soil conditions, surcharges and other factors exceed the scope of these standard specifications, a special design shall be submitted, signed and sealed by a state registered professional engineer.~~

- ~~e. Cap and joint extrusion shall be fabricated from aluminum alloy 6063-T6, conforming to ASTM designation B221 alloy 6063 for chemical composition; and shall have a minimum thickness of 0.15-inch and a minimum tensile strength of 30,000 psi. The cap shall be a minimum of six inches wide and 5.75 inches deep.~~
- ~~d. Anchor rods and deadman anchor plates shall be fabricated from aluminum alloy 6061-TS, conforming to ASTM designation B221 alloy 6061 for chemical composition; and shall have a minimum thickness of anchor plates of 0.10-inch and a minimum tensile strength of 38,000 psi. The anchor plates shall not be less than 1.5 by 2.5 feet equipment with a 3-inch by 2.25-inch backing channel 0.25-inch thick and 1.5 feet long. Anchor plates shall be placed with the top at least two feet below the elevation of the wall cap. The anchor rods shall be not less than 0.75-inch in diameter and equipped with a rod sleeve, nut and curved washer where it passes through the cap. Anchor rods shall be installed continuously along the wall at a maximum spacing of 6.5 feet. The normal length shall be 12 feet. One tieback system shall be constructed at each end of the wall, and thereafter one tieback system shall be constructed at each interval of 6.5 feet on-center for the entire length. All tie rods shall be pretensioned after placement of backfill around anchor plates, but before final backfill of sheeting. Such pretensioning shall not tend to move the sheets or anchors. Tie rods shall be placed in the coping so that the anchor pull brings the coping in direct contact with a bayside corrugation of the wall sheeting.~~
- ~~e. Surcharge from fill behind the wall shall be controlled by limiting the slope to a maximum of ten degrees and prohibiting objects other than landscaping to be located closer than five feet from the wall cap. The minimum standards described above assume sandy soil with angle of repose of 30 degrees for soil against the wall. They also assume that the environment is not highly alkaline or acidic. If conditions require a design in excess of the limitations specified in this subsection, the wall shall be of concrete construction in accordance with subsection (1) of this section.~~
- ~~f. If the aluminum material is brought in contact with mortar or concrete, a coating of clear methacrylate lacquer shall be applied to the aluminum contact surface to prevent corrosion. There shall be no dissimilar metals or metal systems bonded to the wall.~~

Sec. 98-101. - Standards for seawalls, bulkheads, living shorelines, and retaining walls ~~on Gulf of Mexico.~~

All seawalls, bulkheads, living shorelines, or retaining walls constructed or altered ~~on the Gulf of Mexico~~ shall be of masonry construction in compliance with the following minimum standards:

- ~~(1) All seawalls and bulkheads shall be of concrete, utilizing the tongue and groove sheet pile type construction, with poured in place concrete cap and tieback anchors. The concrete shall have a minimum test strength of 3,500 pounds per square inch (psi) at 28 days and all reinforcing steel shall be covered with a minimum of 2½ inches of concrete.~~
- ~~(2) The concrete sheet piling shall have a minimum thickness of 7½ inches and contain vertical steel reinforcement equivalent in cross sectional area to #6 deformed reinforcing~~

- bars spaced at six inches on-center. Each slab shall have two # 6 steel hairpins extending into the cap a minimum of three inches. All reinforcing steel shall be epoxy coated.
- (3) ~~The poured in place concrete cap shall not be less than 12 inches in thickness or less than 18 inches in width.~~
- (4) ~~The cap shall contain continuous horizontal steel reinforcement equivalent in cross sectional area to four # 5 deformed reinforcing bars. All splices shall be lapped not less than 40 diameters. However, the steel shall not be continuous through expansion joints. The cap shall also contain not less than four # 2 stirrups that encircle the horizontal steel, spaced equally 12 inches on-centers. Expansion joints shall normally be provided every 40 feet.~~
- (5) ~~All tieback rods shall be steel and have a cross sectional area equal to or greater than a # 9 reinforcing bar. All such rods shall be spaced not more than ten feet on-center and shall be encased in concrete with a minimum coverage of three inches. The length of all tie rods shall be equal to or greater than two times the height of seawall slab projecting above the ground line. In no case shall the tie rods be of shorter length than 16 feet.~~
- (6) ~~Tieback anchors shall be poured in place concrete, containing not less than 7.5 cubic feet of concrete, and have not less than 7.5 square feet of vertical surface perpendicular to the alignment of the tie rod. Each anchor shall contain horizontal steel reinforcement equivalent in cross sectional area to four # 4 deformed reinforcing bars and be provided with # 2 steel stirrups, 12 inches on-centers.~~
- (7) ~~The penetration of each seawall slab into firm ground shall be equal to or greater than 0.5 times the total length of the slab. In no case shall the seawall slab be of shorter length than 12 feet.~~
- (8) ~~The elevation for all seawalls, bulkheads and retaining walls fronting on the Gulf of Mexico shall be equal to or greater than elevation 6.0 feet above mean sea level (North American Vertical Datum 88).~~
- (1) Responsibility for proper design of seawalls, bulkheads, living shorelines, and retaining walls rests with the engineer who prepares the plans. Each improvement shall be designed to support all loads that may come upon it, to withstand the forces of water, wind, and usage, and to meet the specific requirements of the building and public works departments for location, elevation, and construction. All structures contemplated by this Section shall admit of rational analysis in accordance with well-established principles of mechanics and sound engineering practices, and without exceeding the allowed stresses for the various materials as specified in the Florida Building Code.
- (2) Poured in place concrete caps shall not be less than 12 inches in thickness or less than 18 inches in width.
- (3) Bulkheads and seawalls and all parts thereof must be designed to support the estimated or actual imposed load, either dead, live or any other, both during construction and after the completion of such bulkhead or seawall. Seawalls, bulkheads, and any other shoreline protection structures or elements shall be designed and built in a substantially impermeable manner to prevent water from flowing through or over the seawall/shoreline protection while still allowing for the release of hydrostatic pressure from the upland direction, as certified by the design engineer.

- (4) Except as approved by the building department, permanent materials involved in the construction of seawalls, bulkheads, or retaining walls shall include concrete, corrosion-resistant steel, stone masonry, fiber-reinforced or high-performance plastics, or a combination. When reinforced concrete is used, it shall meet the requirements for proportions, strength and consistency in the Florida Building Code, as shall materials, design and fabrication in the erection of steel.
- (5) Elevation of all seawalls, bulkheads, living shorelines, and retaining walls newly constructed or substantially improved shall be as follows. For the purpose of this Section, substantial improvement shall be defined as any seawall repair consisting of 50 percent or more of the current length of the existing barrier, and repairs that are 50 percent or more of the cost of a new seawall along the length of the existing barrier or property shoreline, or any improvement to the seawall which results in an elevation change along 50 percent or more of the length of the structure. This term includes structures which have incurred "substantial damage" regardless of source or actual repair work performed.
- a. For seawalls, bulkheads, living shorelines, and retaining walls that front on the bay: 5.0 feet North American Vertical Datum 88.
 - b. For seawalls, bulkheads, living shorelines, and retaining walls that front on the Gulf of Mexico: 6.0 feet North American Vertical Datum 88.

Sec. 98-104. - Appeals. Relief from seawall, bulkhead, living shoreline, or retaining wall construction and elevation standards.

~~Applications which require a variance from the siting requirements of subsection (4)a. or b. of section 98-98, and for which statements of "no objection" cannot be obtained, may be appealed to the appropriate board of authority for a decision.~~

~~The board shall hold a public hearing on such variance request in accordance with the procedures set forth in the land development regulations for other variances. No variance shall be granted unless the applicant establishes, by substantial competent evidence, that:~~

- ~~(1) A literal enforcement of the provisions of this article would result in extreme hardship due to the unique nature of the project and the applicant's property;~~
- ~~(2) The variance sought is the minimum variance that will make possible the reasonable use of the applicant's property; and~~
- ~~(3) The granting of the requests variance will be in harmony with the general intent and purpose of this article and will not be injurious to the area involved or otherwise detrimental or of adverse effect to the public interest and welfare.~~

The building official is authorized to grant administrative relief from the construction and/or elevation standards of Sec. 98-101. Variances shall be sought through the submittal of a certification from a licensed Florida engineer with demonstrated proof of specialized marine

engineering knowledge and training. The certification shall be submitted in tandem with the building permit for the seawall, bulkhead or retaining wall and subject to the administrative variance fee established by the City's fee schedule. The certification shall affirm, and support through evidence, the following:

- (1) There are special conditions of the upland subject property, existing upland structures or buildings, or vested and permittable upland structures or buildings which the applicant has taken reasonable, investment-backed steps to construct, for which the application of the subject standard will present a hardship;
- (2) The hardship is not predominantly financial in nature;
- (3) Application of the subject standard will imperil the subject or a neighboring property;
- (4) The hardship does not result from the upland property owner's unwillingness to modify the site to accommodate retention or detention of a 25 year, 24 hour storm, or such modification would itself rise to the level of a hardship that deprives the applicant reasonable use of the land, structure, or building;
- (5) The variance requested is the minimum necessary to reasonably mitigate the peril that application of the subject standard would otherwise cause.

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

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

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

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

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

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

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

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

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

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of St. Pete Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE III – PROPERTY MAINTENANCE, SECTION 98-66 – RESIDENTIAL AND COMMERCIAL PROPERTY MAINTENANCE; ARTICLE IV – SEAWALLS, BULKHEADS AND RETAINING WALLS, SECTION 98-100 – STANDARDS FOR SEAWALLS, BULKHEADS, AND RETAINING WALLS NOT ON THE GULF OF MEXICO; SECTION 98-101 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS ON GULF OF MEXICO; SECTION 98-104 – APPEALS; PROVIDING FOR CODIFICATION; CONFLICTS, SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of St. Pete Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of St. Pete Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

¹ See Section 166.041(4)(c), Florida Statutes.

- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of St. Pete Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

To ensure that seawalls, bulkheads, and retaining walls are designed and constructed to meet the proper requirements in the interest of safety and public welfare. Additionally, to authorize administrative relief in the form of a variance from construction and/or elevation standards if certain conditions pursuant to the code language has been satisfied, and provide for minimum maintenance standards for seawalls.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Pete Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of St. Pete Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Businesses with aging seawalls that have deteriorated to the extent that water could breach through the existing seawall will face additional compliance costs should it be demonstrated that the deterioration is causing water to flow to adjacent properties or the right of way, as the business will be required to replace the seawall. This also applies to seawalls that were intended to be at least 50% replaced at an existing noncompliant elevation, which will now require the entire seawall to be brought up to the 5.0' or 6.0' NAVD 88 elevation due to modifications to the substantial improvement definition. A review of permits received for seawall replacement between February 1st and August 22nd indicated that the average cost of replacement for one foot of seawall is \$566.23.

There will be no additional direct charges or fees imposed by the proposed ordinance. Application for a seawall variance is \$250

Regulatory costs are borne by the City's existing Code Enforcement property maintenance program. Complaints about business seawall maintenance are rare, averaging one or fewer per year. Staff estimates that the total regulatory costs would be less than \$1000 per year if this ordinance is approved. Revenues would be collected upon finding of a violation by the City's special magistrate, who is eligible to impose fines of \$250 per day for noncompliance, or \$500 for repeat violations.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The majority of the ordinance is permissive. Regulatory limitations from maintenance requirements and substantial improvement definition changes are expected to impact one or fewer businesses per year based on current complaints.

4. Additional information the governing body deems useful (if any):

[You may wish to include the methodology or data used to prepare the Business Impact Estimate in this section. For example: City of St. Pete Beach staff solicited comments from businesses in the City of St. Pete Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of St. Pete Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses); therefore, the proposed ordinance does not affect only businesses.]

This ordinance applies to all persons similarly situated, being property owners possessing a seawall, whether residential or commercial.

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

Agenda Report

Agenda Title Name: First Reading Ordinance 2024-06: Parking Meter and Waste Water Fees

Action Request: Motion to approve first reading of Ordinance 2024-06

Strategic Objective:

Date: September 9, 2024

Prepared By: Sheila Dalton, Finance Director

Through: Frances Robustelli, City Manager

Summary of Issue:

Funding:

Attachments:

1. Memo Ord 2024-xx 86-125 and Appendix A Changes
2. SPB Ordinance 2024-06 Appendix A - Parking Rates and Wastewater Fees - DLF Edits

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Ordinance 2024-06: Appendix A Parking Rate and Wastewater Fee Updates, and Section 86-125 Rates and Charges for Reclaimed Water.

Date: September 9, 2024

Prepared By: Sheila Dalton, Accounting Manager

Through: Frances Robustelli, City Manager

Summary of Issue: During the budgeting process the City Commission expressed an interest in increasing the hourly public parking rates for weekdays by \$0.25 to \$4.25 per hour and the weekend parking rates increase rates by \$.25 to \$5.00 based on the demand of beach parking. The proposed parking revenues are expected to generate \$255,000 per year in additional revenues.

Furthermore, during the budget process it was also determined that the wastewater fees would need to be increased as well. Wastewater fees increase from \$44.65 to \$47.67 for the first 3,000 gallons for residential and commercial properties and from \$14.73 to \$15.73 for each additional 1,000 gallons for residential and commercial properties, an overall 6.8% increase. This increase represents an additional \$595,000 in revenue per year.

Requested Motion: I move to approve first reading of Ordinance 2024-06.

Attachments: Ordinance 2024-06

Ordinance 2024-06

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING APPENDIX A OF THE CITY’S CODE OF ORDINANCES; IMPLEMENTING AN HOURLY PUBLIC PARKING INCREASE; IMPLEMENTING A WASTEWATER FEE INCREASE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to update the schedule of fees and charges outlined in Appendix A of the Code of Ordinances.

WHEREAS, the City Commission desires to increase the hourly public parking rates for weekdays and weekends due to the high demand of beach parking.

WHEREAS, the City’s wastewater collection system infrastructure provides public health benefits to the community.

WHEREAS, the operation of the City’s wastewater collection system infrastructure requires adequate levels of revenue to provide for maintenance, improvements, and reserves.

WHEREAS, the City Commission authorizes a wastewater service fee increase.

WHEREAS, the City Commission finds these amendments to be in the best interest of the citizens of the City of St. Pete Beach.

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

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

SECTION 2. Appendix A of the Code of Ordinance is hereby amended as illustrated in “Exhibit A”, which is attached and made a part of this Ordinance.

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

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

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

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

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

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

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

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

APPENDIX A FEE SCHEDULE

This appendix includes fees and charges that do not appear in other sections of the Code of Ordinances.

Description	Amount
Chapter 2. Administration	

Chapter 82. Traffic and Vehicles	
Parking decals and permits: See this MAP (link: https://cspb.maps.arcgis.com/apps/webappviewer/index.html?id=1ecace4c4f0f4aa0b2329ace6704b9b2) for detailed zones	
"B" General Resident Parking Permit - Annual - Resident or nonresident owning property within city	No cost
"2R-U" Upham Beach Resident Parking Permit - Annual Fixed - Resident or nonresident owning property in the Upham Beach zone	No cost
"2R-U" Upham Beach Transferrable Parking Permit - Annual - Resident or nonresident owning property in the Upham Beach zone	20.00
"3R-B" Belle Vista Resident Parking Permit - Annual Fixed - Resident or nonresident owning property in the Belle Vista zone	No cost
"3R-D" Don Cesar Resident Parking Permit - Annual Fixed - Resident or nonresident owning property in the Don Cesar zone	No cost
"3R-D" Don Cesar Transferrable Parking Permit - Annual - Resident or nonresident owning property in the Don Cesar zone	20.00
"4R" Pass-A-Grille Resident Parking Permit - Annual Fixed - Resident or nonresident owning property in the Pass-A-Grille zone	No cost

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

"4R" Pass-A-Grille Transferrable Parking Permit - Annual - Resident or nonresident owning property in the Pass-A-Grille zone	20.00
"4B" Employee Permit—For businesses operated on premises only in Pass-A-Grille south of 31 st Avenue	25.00
"4B-H" Transferrable Parking Permit—For registered temporary lodging businesses in Pass-A-Grille	50.00
Lost 2R-U, 3R-D, 4R transferrable permit (hangtag)	50.00
"4B-M" Hang Tag Permit—One-day permits for operators of commercial watersports businesses at Merry Pier, for resale at same price to legitimate customers	5.00 weekdays 10.00 weekends
"T" Resident Boat Trailer Permit— Annual Fixed - Resident or nonresident owning property for vehicles with attached boat trailer	75.00
"C" Hangtag permit—Public and private contractors conducting work in the city	10.00
Weekday parking meter rates for parking pay stations	4.00 <u>4.25</u> per hour
Weekend parking meter rates for parking pay stations	4.75 <u>5.00</u> per hour
Weekday parking meter rates County Park Beach Access parking pay stations	4.00 per hour
Weekend parking meter rates for County Park Beach Access parking pay stations	4.75 per hour
Parking meter rates for boat ramp parking at Egan Park and Don Boat Ramp (attached boat trailers only)	25.00 per day
Parking meter rates for designated holiday and holiday weekends	25.00 per day
Daily parking permits:	
One-day residential permit—Must provide proof of owning or residing at an address fronting a city non-metered B permit only zone	3.00 one-day permit
Temporary one-day non-metered B permit—Must provide proof of owning or residing at an address fronting a city non-metered B permit only zone. Cannot be consecutive days	Up to 20 one-day permits \$3.00
Storage charge for impounded motor vehicle, per day	35.00
Annual lease of metered parking space	1,200

Words ~~stricken through~~ shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

WASTEWATER USER FEES

Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the city. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:

Residential base rate: ~~\$44.65~~ \$47.67 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: ~~\$14.73~~ \$15.73 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: ~~\$44.65~~ \$47.67 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: ~~\$14.73~~ \$15.73 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.

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

Agenda Report

Agenda Title Name: Resolution 2024-04: Establish Rate of Stormwater Service Assessments

Action Request: Motion to adopt Resolution 2024-04.

Strategic Objective:

Date: September 9, 2024

Prepared By: Sheila Dalton, Finance Director

Through: Frances Robustelli, City Manager

Summary of Issue:

Funding:

Attachments:

1. 2024-04 Annual Stormwater Assessment Resolution
2. affidavit of stormwater mailing
3. Stormwater assessment newspaper ad proof
4. Attachment C stormwater unsigned

RESOLUTION 2024-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE RATE OF STORMWATER SERVICE ASSESSMENTS; APPROVING STORMWATER SERVICE NON-AD VALOREM ASSESSMENT ROLLS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

SECTION 1. Authority. This Annual Assessment Resolution of the City of St. Pete Beach, Florida (the "City") is adopted pursuant to Chapter 166, Florida Statutes, City Ordinance No. 2009-30 (the "Assessment Ordinance"), City Resolutions Nos. 2010-07, 2010-08, 2011-18 and 2011-19, 2015-11 and 2022-18, as amended and supplemented (collectively, the "Stormwater Resolutions"), and other applicable provisions of law.

SECTION 2. Definitions. All capitalized terms used in this Annual Assessment Resolution shall have the meanings defined in the Assessment Ordinance and Stormwater Resolutions.

SECTION 3. Findings. It is hereby ascertained, determined and declared as follows:

- (A) Pursuant to the Assessment Ordinance, the City adopted the Stormwater Resolutions imposing Stormwater Service Assessments against real property burdening the City's Stormwater System, and thus specially benefited by, the City's Stormwater Management Services.
- (B) The imposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are burdening the City's Stormwater System and thus specially benefited by provision of the Stormwater Management Service.
- (C) The City desires to reimpose the Stormwater Service Assessments using the tax bill method for the Fiscal Year beginning on October 1, 2024.
- (D) In order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2024, the Assessment Ordinance requires the City to adopt an Annual Stormwater Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of Stormwater Service Assessments and approves the Stormwater Service Assessment Rolls for the upcoming Fiscal

Year, with such amendments as the City deems appropriate, after hearing comments and objections from all interested parties.

- (E) The updated Stormwater Service Assessment Rolls have heretofore been made available for inspection by the public, as required by the Assessment Ordinance.
- (F) As required by the terms of the Assessment Ordinance, notice of a public hearing has been published and mailed to each property owner whose Stormwater Service Assessment has been increased or which will be charged for the first time and notifying such property owner of the opportunity to be heard. The proof of publication and an affidavit of mailing are attached hereto as EXHIBIT A and B, respectively.
- (G) A public hearing has been duly held on September 9, 2024, and comments and objections from all interested persons have been heard and considered as required by the terms of the Assessment Ordinance.
- (H) The Stormwater Service Assessments contemplated hereunder are imposed by the City, not the Pinellas County Property Appraiser or the Pinellas County Tax Collector. Any activity of the Pinellas County Property Appraiser or the Pinellas County Tax Collector under the provisions of this Annual Assessment Resolution shall be construed solely as ministerial.
- (I) The legislative determinations and findings set forth in the Stormwater Resolutions are hereby ratified, confirmed and incorporated herein by reference.

SECTION 4. Reimposition of Stormwater Service Assessments; Approval of Stormwater Service Assessment Rolls. The Tax Parcels of Assessed Property described in the Stormwater Service Assessment Rolls, as updated, are hereby found to be specially benefited by the City's Stormwater Management Services in the amount of the Stormwater Service Assessments, copies of which were present or available for inspection at the above referenced public hearing and are incorporated herein by reference and are hereby approved. The table below describes the rate of Stormwater Service Assessments approved for Fiscal Year 2025.

Description	Fiscal Year Beginning October 1, 2024
Tier 1 (fixed) per tax parcel	\$64.32
Tier 2 (variable) per ERU	\$119.43

It is hereby ascertained, determined and declared that the estimated revenue to be derived for Fiscal Year 2025 from the imposition of Stormwater Service Assessments at the rates shown above does not exceed the budgeted Stormwater Management Service Costs, which includes a pro rata share of collection and administration costs and amounts necessary to account for the maximum discount for early payment of non-ad valorem assessments on the same bill as ad valorem taxes. Stormwater Service Assessments in the amounts set forth in the Stormwater Service Assessment Rolls are hereby levied and reimposed on all Tax Parcels described in the Stormwater Service Assessment Rolls. Adoption of this Annual Stormwater Resolution

constitutes a legislative determination that all parcels charged derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Stormwater Resolutions from the City's Stormwater Management Services, and that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that burden the Stormwater System and thus receive the special benefit.

SECTION 5. Confirmation of Stormwater Resolutions. The Stormwater Resolutions are hereby ratified and confirmed.

SECTION 6. Collection of Stormwater Service Assessments. The Stormwater Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided in the Assessment Ordinance and the Stormwater Resolutions. The City Manager is hereby authorized and directed to certify and deliver, or cause the certification and delivery of, the Stormwater Service Assessment Rolls for the Stormwater Service Assessments to the Tax Collector by September 9, 2024, in the manner prescribed by the Uniform Assessment Collection Act. The Stormwater Service Assessment Rolls for the Stormwater Service Assessments, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the same form as attached hereto as EXHIBIT C.

SECTION 7. Stormwater Service Assessment Liens. Such Stormwater Service Assessments imposed within the City listed on the Stormwater Service Assessments Rolls described in Section 4 hereof shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims until paid. The lien for Stormwater Service Assessments shall be deemed perfected upon adoption of this Annual Stormwater Resolution. Upon perfection, the lien for Stormwater Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the Stormwater Service Assessments Rolls as of January 1, 2024, the lien date for ad valorem taxes.

SECTION 8. Effect of Adoption of Annual Stormwater Resolution. The adoption of this Annual Stormwater Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of the special assessments and the adoption of the Stormwater Service Assessments Rolls), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the effective date of this Annual Stormwater Resolution.

SECTION 9. Conflicts. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10. Severability. If any clause, section, other part or application of this Annual Stormwater Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or by application, it shall not affect the validity of the remaining portions or applications of this Annual Stormwater Resolution.

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

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

EXHIBIT A
PROOF OF PUBLICATION

EXHIBIT B
AFFIDAVIT OF MAILING

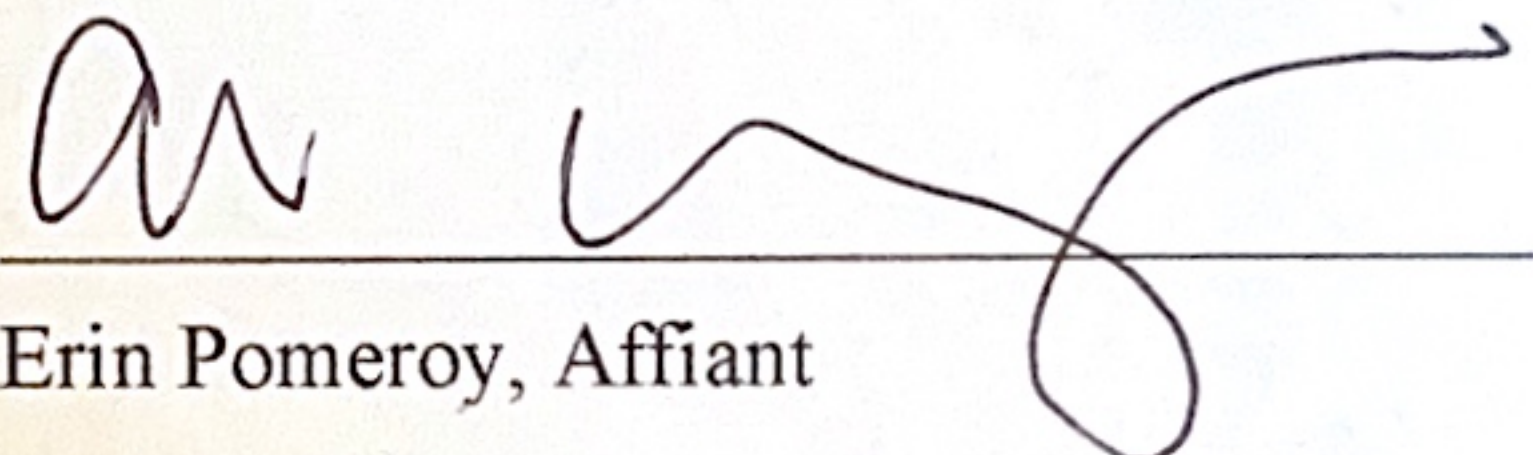
EXHIBIT C
FORM OF CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

AFFIDAVIT OF MAILING

BEFORE ME, personally appeared the undersigned affiant, who after being duly sworn depose and say:

- (1) Erin Pomeroy is the President of Ennead, LLC ("Ennead").
- (2) Ennead was designated by the City of St. Pete Beach, Florida to prepare the non-ad valorem assessment rolls pertaining to the City's stormwater system for the 2024-25 fiscal year.
- (3) Ennead worked with the Pinellas County Property Appraiser to facilitate inclusion of notice of the City's September 9, 2024 public hearing to consider such assessment rolls on the TRIM notice required by Section 200.069, Florida Statutes, as authorized by section 197.3632(6), Florida Statutes, in accordance with Section 2.06 of City Ordinance No. 2009-30.
- (4) An exemplary form of such notice is attached hereto.

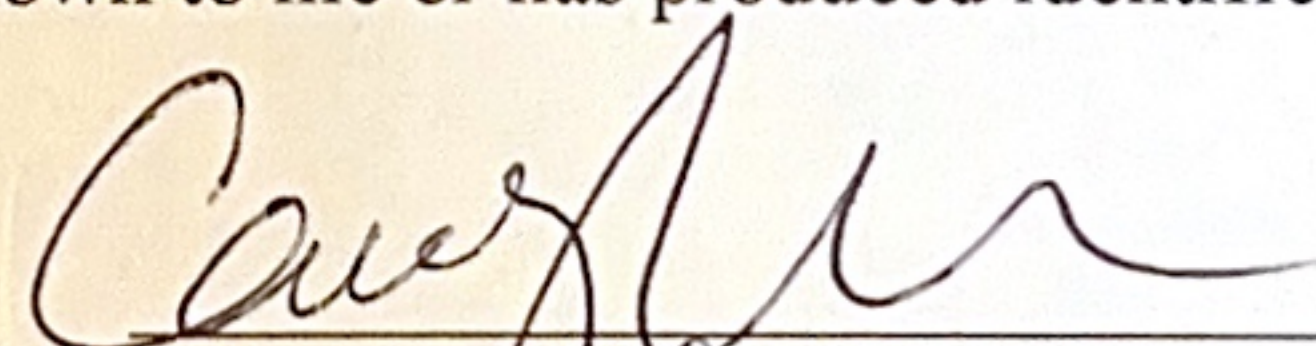
FURTHER AFFIANT SAYETH NAUGHT.


Erin Pomeroy, Affiant

STATE OF FLORIDA
LEON COUNTY

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 19th day of August 2024, by Erin Pomeroy. She is personally known to me or has produced identification and did take an oath.




Printed Name Caroline T. Weiss
Notary Republic State of: Florida
Commission Expires: May 8, 2028

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER RELATED NON-AD VALOREM SPECIAL ASSESSMENTS IN THE CITY OF ST. PETE BEACH

The City Commission (the "Commission") of the City of St. Pete Beach (the "City") is considering adoption of an Annual Assessment Resolution for Fiscal Year 2025, pertaining to the annual special assessments against tax parcels within the City limits to fund costs associated with the City's stormwater system. The special assessment for each parcel of property consists of two tiers: (1) a per parcel amount imposed to fund the fixed costs associated with the City's stormwater system, and (2) an amount based upon the amount of impervious area attributable to each parcel as measured by "Equivalent Residential Units" (ERUs) imposed to fund the variable costs associated with the City's stormwater system. A more specific description of the stormwater assessments, the method of computing the assessment for each tax parcel, together with a mitigation credit procedure providing for limited reduction in the amount of the assessment for property owners with certain private stormwater mitigation facilities, are set forth in City Resolution No. 2010-07, 2010-08, 2011-18, 2011-19, 2015-11 and 2022-18 as amended and supplemented (collectively, the "Stormwater Resolutions").

The Commission will hold a public hearing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 9, 2024 for the purposes of receiving public comment on the proposed assessments and considering a resolution approving stormwater non-ad valorem assessment rolls. If imposed, the stormwater assessments for Fiscal Year 2025 and each fiscal year thereafter will be collected on the annual property tax bill issued each November by the Pinellas County Tax Collector, in which case failure to pay the stormwater assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

Hearing date/location:

September 9, 2024

City Hall Commission Chambers

155 Corey Avenue, St. Pete Beach, FL 33706

All affected property owners are invited to attend and participate in the September 9, 2024 public hearing and may also file written objections with the City Commission prior to or during the hearing. Anyone wishing to appeal a decision made by the Commission with respect to any matter considered at the hearing will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is made.

The stormwater assessment will be imposed at a maximum rate of \$64.32 per tax parcel for tier 1 plus \$119.43 per equivalent residential unit or "ERU" for tier 2. Such amounts include a pro rata share of administrative and collection costs associated with the stormwater assessments (including fees imposed by the property appraiser and tax collector) and have been increased to account for the maximum discount for early payment of non-ad valorem assessments on the same bill as ad valorem taxes. The stormwater assessment is an annual assessment which will continue from year to year. Until paid, the stormwater assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments.

Copies of the Stormwater Resolutions, the Annual Assessment Resolution and the preliminary stormwater non-ad valorem assessment roll are available for inspection at the Finance Office, located at City Hall, 155 Corey Avenue, St. Pete Beach, Florida.

Questions concerning the proposed assessment should be directed to the City's Finance Department at (727) 363-9252.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE AT LEAST 48 HOURS IN ADVANCE OF THE MEETINGS AT (727) 363-9220.

CITY OF ST. PETE BEACH, FLORIDA

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CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of City of St Pete Beach, located in Pinellas County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of September _____, _____ year.

Chairman of the Board or authorized agent
of City of St Pete Beach
Name of local government

Pinellas County, Florida

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

Agenda Report

Agenda Title Name: Discussion with Possible Action: Board and Committees Proposed Code Changes (as presented by Vice Mayor Moholland at the last meeting)

Action Request: Any action taken will be based upon the discussion had by the Commission.

Strategic Objective: Effectiveness of the City's Boards and Committees.

Date: September 9, 2024

Prepared By: Amber LaRowe, City Clerk

Through: City Commission

Summary of Issue: Vice Mayor Moholland provided the attached documents to summarize requests for changes to the Code of Ordinances for Boards/Committees. As discussed at the August 27th City Commission Meeting, he would like to have further discussion with possible action on changes.

Funding: No funding necessary.

Attachments: 1. Comments provided by Vice Mayor Moholland

City Clerk - Discussion item
C

I believe our boards and committees need to be utilized more effectively. To help facilitate that, I recommend we discuss modification of the Ordinances for:

Planning Board, Board of Adjustment, Historic Preservation Board and Beach Stewardship.

I've provided a copy of my starting point recommendations for discussions.

Beach and Historical are already in queue for modifications so I'd hope we could agree on adjustments to those boards in conjunction with updating those ordinances.

Proposed Modification to Planning Board Ordinance

Sec. 22-246.- Removal from office.

Current (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the board.

Proposed (b) In the absence of extraordinary circumstances any member who fails to attend two successive regular meetings shall forfeit membership on the board.

Proposed addition. Any member who misses three regularly scheduled meetings in a calendar year shall be removed in the absence of extraordinary circumstances.

Proposed addition. Any member delinquent on mandatory reports may not sit at regular or special meetings and shall be removed subject to attendance requirements.

Sec. 22-247. – Powers and duties generally.

Proposed addition. (11) The board Chair shall coordinate with the City Clerk to be placed once monthly on the City Commission Agenda. Any member of the board may be assigned to appear before the Commission. (The intent is to create better communication between the Board and the Commission.....” Mesh Point”)

Sec.22-248. – Election officers; conduct of meetings.

Current (b) The board shall meet at its discretion, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.

Proposed change. The board shall meet “Monthly”,.....public.

Proposed Modifications to Historic Preservation Board

Sec.22-208.- Terms of Office.

Current. Members of the historic preservation board shall serve overlapping terms of two years. A board member shall be eligible for reappointment. Members of the board shall serve without compensation. Members shall serve at the pleasure of the appointing commission member.

Proposed change. Member of the historic preservation board shall serve concurrent with the term of the appointing mayor/commissioner.....member.

Sec. 22-211. – Purpose; powers and duties.

Proposed addition. (19) The board Chair shall coordinate with the City Clerk to be placed once monthly on the City Commission Agenda. Any member of the board may be assigned to appear before the Commission. (The intent is to create better communication between the Board and the Commission....."Mesh Point")

Secs. 22-214-22-240. Reserved.

Proposed Addition. Removal From Office

- In the absence of extraordinary circumstances any member who fails to attend two successive regular meetings shall forfeit membership on the board.
- Any member who misses three regularly scheduled meetings in a calendar year shall be removed in the absence of extraordinary circumstances.
- A member may be removed by his/her appointing commissioner for any cause.

Proposed Modification to the Board of Adjustment

Sec.22-36 – Removal from office.

Current (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the board.

Proposed (b) Any member who fails to attend two.....board.

Proposed addition. Any member who misses three regularly scheduled meetings in a calendar year shall be removed in the absence of extraordinary circumstances.

Proposed addition. Any member delinquent on mandatory reports may not sit at a regular or special meeting and shall be removed subject to attendance requirements.

Sec. 22-37. – Powers and duties generally.

Proposed addition. The board Chair shall coordinate with the City Clerk to be placed once monthly on the City Commission Agenda. Any member of the board may be assigned to appear before the Commission. (The intent is to create better communication between the Board and the Commission....."Mesh Point")

Beach Stewardship Committee

Sec. 22-306. – Election of officers; conduct of meetings.

Current (b) The committee shall meet quarterly, **Proposed change.** The committee shall meet monthly,

Proposed addition. The committee Chair shall coordinate with the City Clerk to be placed once monthly on the City Commission Agenda. Any member of the committee may be assigned to appear before the Commission. (The intent is to create better communication between the Committee and the City Commission....."Mesh Point")

Sec. 22-307. - Removal from office.

Current (a) Members of the beach stewardship committee shall be subject to removal from office by the city commission for nonfeasance, malfeasance, misfeasance or other good cause shown to the city commission. **Proposed addition to (a):** Additionally, a member may be removed by his/her appointing commissioner for any cause.

Current (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the committee, and a replacement shall be named by the mayor or city commissioner as required. The chairman may excuse any member from attending meetings upon request.

Proposed (b) Any member who fails to attend two.....request.

Proposed addition. Any member who misses three regularly scheduled meetings in a calendar year shall be removed in the absence of extraordinary circumstances.