



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, October 22, 2024
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Presentations -**

a. Debris Management Procedures

Staff will give a presentation on the debris management process.

b. Substantial Improvement/Substantial Damage (FEMA 50% Rule) Discussion

Discussing the City's current cumulative substantial improvement rule, which is inclusive of substantial damage and currently involves a five year rolling lookback period with significant exemptions that allow for repair and maintenance of structures. Staff will discuss alternatives, and reiterate support for a one-year lookback period with exemptions removed that was promoted in proposed Ordinance 2023-14 that passed first reading in December 2023.

2. **Approval of the Agenda -**

Action Request: Motion to approve the October 22, 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. Approval of the September 24, 2024, City Commission Budget Meeting Minutes, October 7, 2024, Special City Commission Meeting Minutes, and the October 14, 2024, City Commission Meeting Minutes

b. Ratify Resolution 2024-20: Extension of State of Local Emergency - Hurricane Milton

c. Adopt Resolution 2024-19: Renewal of State of Local Emergency - Hurricane Helene

d. Authorize the City Manager to execute an agreement with Aclarian LLC in the amount of \$117,600.00 for consulting services, to fulfill the role of the Finance Director for the City.

5. Action Items -

a. Review and Approval of the 2025 City Commission Meeting Schedule

The City Commission shall establish its 2025 meeting schedule.

Action Request Options: Motion to [approve with changes/approve] the 2025 City Commission meeting schedule.

b. Move to approve an additional \$600,000 to Joe Payne, Inc for Building Department Services.

The Building Department currently has open positions including Building Official and Building Inspectors, and Deputy Building Official. We have been using Joe Payne, Inc. for inspections and Building Official responsibilities. Due to the shortage of licensed building officials and building inspectors, the city needs to continue with the contract to operate the building department. An Additional \$600,000 is needed for Fiscal Year 2025. Funding would be transferred from salaries and benefits from the vacant positions to building fund professional/contractual services.

6. Ordinances -

a. First Reading Ordinance 2024-10: Change to Chapter 34 Emergency Management

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 34 – CIVIL EMERGENCIES, ARTICLE II – EMERGENCY MANAGEMENT, SECTION 34-31 – DEFINITIONS; SECTION 34-33 – LEGISLATIVE AUTHORITY; SECTION 34-37 – EMERGENCY MANAGEMENT COORDINATING COMMITTEE; SECTION 34-38 – DECLARATION OF STATE OF EMERGENCY; SECTION 34-40 – SUSPENSION OF LOCAL BUILDING REGULATIONS; SECTION 34-41 – TERMINATION OF STATE OF EMERGENCY; SECTION 34-42 – COMMISSION AUTHORITY LIMITATIONS; SECTION 34-44 – CONFLICTS; SECTION 34-45 – AUTHORITY IN EVACUATION ZONES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2024-10.

b. Public Hearing to Adopt Emergency Ordinance 2024-11: Permitting Elevation of Nonconforming Residential Structures

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING FOR SIXTY DAYS THE CITY’S LAND DEVELOPMENT CODE DIVISION 3 – ADMINISTRATION OF THE LAND DEVELOPMENT CODE, SECTION 3.10 – VESTED RIGHTS AND NONCONFORMITIES; 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 public comments.

Action Request: Motion to adopt Ordinance 2024-11.

7. Items for Discussion -

a. Recovery Task Force

Discussing the post-disaster Recovery Task Force as required through the Coastal Element of the City of St. Pete Beach Comprehensive Plan.

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

9. Adjournment -

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present or do not feel comfortable appearing in person. 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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COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Substantial Improvement/Substantial Damage (FEMA 50% Rule) Discussion

Action Request: N/A - for discussion purposes

Strategic Objective: Natural disaster planning

Date: October 22, 2024

Prepared By: Community Development Department Staff

Through: Denise Sanderson

Summary of Issue: The attached staff report provides basic information on the City's current NFIP-compliant ordinance, potential modifications to enforcement of the substantial improvement and damage rule, and their impact as well as means of mitigating any lost points in the Community Rating System.

Ordinance 2023-14 is attached to this item as reference. The ordinance passed first reading in December 2023 but has not been brought back for second reading, pending a public town hall that was requested. Staff recommends that the Ordinance be adopted as proposed, with the exception that freeboard requirement be increased to three feet and consideration be given to requiring the entire City be subject to the Coastal A zone new construction or substantial improvement requirements. However, this item is just for discussion, not action, at this time.

Funding: N/A - for discussion purposes.

Attachments:

1. Staff Report
2. For reference - Ordinance 2023-13 (Unadopted)



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

DATE: October 22, 2024
PREPARED BY: Community Development Department Staff
SUBJECT: FEMA 50% Substantial Improvement/Damage and Lookback Period

This Report is a response to a request made by the City Commission at the October 14 regular meeting to provide detail on current City requirements for cumulative improvement calculations for structures not compliant with the floodplain regulations. The City first adopted a Flood Insurance Rate Map (FIRM) in 1971, with the most recent significant update to both community-wide flood zones and City regulations made effective in 2021. The report also provides information on the Community Rating System (CRS), a voluntary program the City participates in to earn lower flood insurance premiums for residents and businesses. This includes the impact of substantial improvement rule changes on the City's rating, as well as means of mitigation if the standard were changed and the CRS points it currently awards were to be lost.

COMMUNITY RATING SYSTEM AND THE NATIONAL FLOOD INSURANCE PROGRAM

Communities enrolled in the CRS earn points for voluntary activities that mitigate or prevent flood losses. There are ten Classes to the CRS rating system, with each Class below 10 representing a 5% discount in flood insurance rates.

Before entering the CRS program, the City must be enrolled in the National Flood Insurance Program (NFIP). There are certain minimum requirements for NFIP participation, including a requirement that the City review all permits for structures in flood-prone areas, and most importantly for this discussion, ensuring that all new and substantially improved structures be either elevated (as required for residential) or floodproofed (as eligible for some commercial) above the base flood level. NFIP enrollment is a precondition of:

- Flood insurance renewal or new issuance
- Federal mortgage insurance or guarantees
- FEMA grants and loans for flood losses
- And other benefits.

CRS recognizes communities that enforce stricter standards than the minimum required of the NFIP by providing for discounts to flood insurance premiums, with "Class 10" communities receiving no discount but maintaining eligibility to receive flood insurance within the community, and "Class 1" communities

Table 1. How Much Discount Property Owners in Your Community Can Get

CRS Class	CRS Discount	Credit Points Required
1	45%	4,500+
2	40%	4,000-4,499
3	35%	3,500-3,999
4	30%	3,000-3,499
5	25%	2,500-2,999
6	20%	2,000-2,499
7	15%	1,500-1,999
8	10%	1,000-1,499
9	5%	500-999
10	0%	0-499

**St. Pete Beach is here as of 2023
(2,055 points)**

receiving a 45% discount in flood insurance premiums.

As of its 2023 evaluation preliminarily completed in August 2024, St. Pete Beach is currently a “Class 6”, which provides its residents and businesses a 20% discount on insurance compared with a “Class 10” community. This represents an average per-policy savings of \$355 annually, and a City-wide savings of approximately \$1.68 million annually. Each Class reduction in our community corresponds with an additional savings of approximately \$89/policy/year, or \$420,000 community-wide.

CRS credit, and floodplain management above minimum standards in general, is a balancing between lower and higher standards. Some communities pursue substantial credits and voluntary resiliency efforts, such as Pinellas County, who currently maintains a Class 2 rating. Others maintain only minimum requirements to remain within the NFIP. Considerations include, but are not limited to, the following:

Lower Standards: Tend to lead to reduced compliance costs, as residents and businesses are less likely to need to expend significant amounts of money to raise or floodproof their structure over time or after a significant damaging event. There are social implications, as reduced costs may lead to fewer residents and businesses needing to sell and leave the area. This may also lead to faster reoccupancy after a major storm event where a structure is not completely demolished, as the structure may be able to be renovated or repaired rather than also elevated, or demolished and rebuilt.



Higher Standards: On the other hand, more resilient buildings may reduce costs for residents and business owners over time, who both save on their flood insurance through the CRS program and reduced rates for elevated or floodproofed structures, and who are less likely to contend with repetitive or more expensive losses from structures that are not built to the 100 year flood event. Allowing structures to be left at elevations that pose hazards to their occupants can also cause safety issues, especially if the structures are expected to be occupied during events.

FEMA encourages higher standards when they meet the needs of the local community. Some recommendations made by Staff in this report, such as a request to raise freeboard from one to three feet, would both award the City additional CRS points and are unlikely to be challenged by FEMA. Lowering standards, such as subtracting certain items from the substantial improvement and damage calculations or reducing the lookback period for cumulative improvements, will need to go through state review prior to local adoption. The City has received approval from the State for Ordinance 2023-14 as it passed first reading in December 2023; however, modifications to this Ordinance would need to be resubmitted for review.

ST. PETE BEACH ADOPTED CUMULATIVE SUBSTANTIAL IMPROVEMENT/DAMAGE RULE

The following is the City’s current adopted rule for substantial improvements and damage (Code of Ordinances Sec. 98-35):

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to July 1, 2021. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (3) Solely for the purpose of accumulating costs, the following costs may be excluded provided the total cost of a project, including these costs and all other costs of all improvements and repairs undertaken at the same time, do not exceed 50 percent of the market value of the building or structure. Costs associated with horizontal additions and vertical additional shall not be excluded.
 - (a) Costs of additional, code-compliant building elements or alterations or replacements of materials or building elements whose express purpose is the mitigation of future wind or flood damage. Examples of code-compliant wind and flood mitigation measures include, but are not limited to, the installation or replacement of storm shutters; replacement of windows and doors with impact resistant glass; strengthening of roof attachments or exterior walls; replacing existing materials with wind and flood damage-resistant materials; elevating machinery and equipment; and installation of flood openings.
 - (b) Costs of additional, code-compliant energy efficiency retrofits whose express purpose is the improvement of energy efficiency of the building, provided the costs of such measure. Examples of code-compliant energy efficiency retrofits include but are not limited to application of insulation; replacement of windows and doors with insulated products; installation of geo-thermal climate control systems; installation of attic ventilation equipment; and the installation of solar energy systems.
 - (c) Costs for replacing existing mechanical equipment, water heaters, built-in appliances, or electrical panel.

Items (1) and (2) above are standard nationwide language, and found in similar form in the Florida Building Code. Item (3), and the exemptions that follow, are unique to St. Pete Beach. These exemptions were added in the most recent major floodplain ordinance update in July 2021 to provide a list of features that can be repaired and maintained without counting against the structure's 50% substantial improvement or damage value. Substantial damage and substantial improvement requirements apply to both residential and commercial structures, although residential structures must always be elevated above the floodplain when newly-constructed or substantially improved, while commercial structures can often be built or improved at grade with floodproofing.

OPTIONS FOR CHANGING THE SUBSTANTIAL IMPROVEMENT CALCULATION

As shown in the prior section, the City currently has a five-year cumulative standard for calculating substantial improvement. This currently applies to any permit applied for on or after July 15, 2021; after July 15, 2026, the period will begin rolling forward, including any permit completed within the

preceding five years. If the permit is for an improvement exempted through the definition, it will not count toward the cumulative five-year substantial improvement.

There are many ways for the City to proceed that are both stricter and more lenient than the current definition for substantial improvement. Below are a few options.

Option 1: No enforcement of the Substantial Improvement or Substantial Damage Rule

If the City were to not enforce the minimum substantial improvement or damage rule, which is found in option 2. below, it would likely result in suspension or removal from the NFIP. For example, if a homeowner in a flood zone has a home that has not been elevated above the floodplain with a depreciated value of \$100,000 (FEMA 50% value of \$50,000), and the City permitted \$70,000 in non-exempt improvements without requiring the homeowner to elevate the residence, this would be considered a failure to enforce the minimum FEMA 50% rule. The City agrees to enforce this rule as a minimum condition of participation in the NFIP.

Removal would include the following:

- Inability for any resident in a Special Flood Hazard Area (99%+ of the City) to obtain a federally-backed mortgage;
- Inability to obtain new or renew flood insurance policies;
- No FEMA grant or loan assistance available.

Removal from the NFIP would have catastrophic negative implications to the City.

Property Appraiser “FEMA 50% values” for St. Pete Beach structures built in or prior to 1971 (includes those since substantially improved)	
95th Percentile	\$258,590
75th Percentile	\$130,935
Average	\$112,487
Median	\$91,815
25th Percentile	\$66,302
5th Percentile	\$38,586

Above: The table shows the Property Appraiser’s 50% estimated value for structures built prior to 1971, which is the year the City adopted its first flood map. Although some of these structures have been improved and elevated, this is the most readily-available data that showcases the average, median, and percentile values for structures of that age.

Option 2: Substantial Improvement or Substantial Damage Rule compliance with no lookback period

This provides a permit-by-permit assessment against 50% of the depreciated value of the structure. For example, if a home has a depreciated value of \$100,000, (FEMA 50% value of \$50,000), the homeowner could complete a project valued at \$45,000, close the permit, and open a permit for a new project valued at \$45,000 without any required period in between. This is the minimum standard to be compliant with the NFIP regulations and remain in the program, and the standard the City had in place prior to July 2021.

This standard does not allow phasing - each project must produce a wholly-habitable structure. However, permits can be pulled back-to-back unless otherwise restricted by the City. Furthermore, the residence could be reassessed in between permits unless otherwise restricted. Any exemptions that are not otherwise verified by FEMA must be listed in the ordinance.

The City currently enjoys 20 points in CRS by maintaining a five-year lookback period. If the City were to reduce the lookback period to less than five years, those 20 points would be lost.

Positives to this option include:

1. May reduce cost of compliance for homeowners and businesses in the wake of Hurricanes Helene and Milton, especially those who recently renovated and now face significant structural damage.
2. Does not significantly limit future improvements the owner may need to mandatorily, or wishes to electively, make.

Downsides to this option include:

1. Reduces the number of structures required to be made compliant with floodplain management requirements compared with a cumulative lookback period, and thus community safety and resiliency.
2. May result in higher flood insurance rates if the City loses a Class or more in future CRS evaluations.

Option 3: Substantial Improvement or Substantial Damage Rule compliance with one-year lookback period, no exemptions

This is the standard recommended by Staff in the unadopted Ordinance 2023-14, which passed first reading in December 2023. The standard as drafted in that Ordinance included other components, such as reduction of the FEMA 50% substantial improvement value to 49% and higher regulatory standards for building elevation, that counterbalanced the loss of 20 CRS points from implementation of a lookback period of less than five years.

This option would reduce the current five-year lookback to one year, but would eliminate all exemptions:

- Mechanical equipment equal changeout
- Roof replacement

- Replacement of windows and doors with impact-rated windows and doors within existing openings
- New insulation and ventilation
- And others

Positives to this option include:

1. Provides a middle option, allowing improvements to noncompliant structures with fewer risks of unintended consequences than Option #2 (e.g. reconstruction of structures at grade through back-to-back permits).
2. Elimination of exemptions may introduce requirement to elevate gradually when major work is required, rather than immediately after a major event.
3. Less error-prone than a five-year cumulative rule, and easier to track.

Downsides to this option include:

1. Can cause challenges for homeowners with low structure values who incur significant repair or maintenance costs.
2. May result in higher flood insurance rates if the City loses a Class or more in future CRS evaluations.

Option 4: *Current rule, five-year lookback period with current exemptions*

This is the City's current adopted standard. It requires a five-year lookback, but provides significant exemptions for maintenance and repair work like mechanical changeouts, impact window/door replacement, and so on. It also maintains the 20 points the City receives for higher regulatory standards through the CRS program.

Positives to this option include:

1. Substantially reduces the likelihood of unintended projects, like reconstructing a structure at grade through back-to-back permits.
2. Allows for routine repairs and maintenance to structures without requiring elevation.
3. Earns the City 20 points in CRS.

Downsides to this option include:

1. Can require significant compliance costs in the wake of major events, especially for property owners who remodeled in the past five years and must now factor damage repair costs into their 50% value.
 2. Floodplain compliance is less gradual in normal times than Option #3, as non-exempt costs can add up quickly and result in unexpected costs to homeowners.
-

Average Residential Permit Valuation, July-September 2024	
Reroof	\$17,862
AC (New/Change out)	\$11,626
Storm Shutters (per shutter)	\$5,063
Impact Windows (per window)	\$2,618

Above: The City currently exempts specified repair and maintenance improvements that count toward a structure's five-year cumulative substantial improvement value, some of which are listed above. If completed as a separate permit, these improvements will not count toward the structure's 50% value.

STAFF RECOMMENDATION

Staff recommends Option #3, a one-year lookback with elimination of exemptions, as was recommended under Ordinance 2023-14.

Over the long term, this allows for gradual phasing-in of compliance through eliminating exemptions, but also is less limiting to homeowners who want and have the ability to repair one year and make elective improvements the next.

Lost CRS points can be compensated through other activities the City already largely undertakes, some of which are recommended below.

MITIGATING POINT LOSSES

St. Pete Beach is 56 points away from falling from a Class 6 to 7 community, which would reduce insurance discounts from 20% to 15%, or around a \$500,000 increase in rates City-wide.

If the City Commission chooses to reduce the lookback period to less than five years, Staff recommends that loss of 20 points be mitigated, as was proposed under Ordinance 2023-14.

Although the loss would not itself change the Class, FEMA does occasionally reevaluate point credits, and the City may receive fewer points in certain elements in the future.

Potential Mitigation Options:

Below are some potential means of mitigating the loss in points that would occur if the five-year cumulative substantial improvement rule were to be repealed:

- 1) Increase in required freeboard (Ele. 432.b.)**
- 2) Reduce substantial improvement threshold to 49% or less (Ele. 432.e.)**
- 3) City-wide Coastal A Zones (Various elements)**
- 4) Pinellas County Vulnerability Assessment Adoption (Various elements)**

Mitigation Option #1: Increase in required freeboard

Current points: 120 points for one foot of freeboard and prohibition on fill.

Eligible points:

- 500 points (+380 points) for three feet of freeboard and prohibition on fill

- 280 points (+160 points) for two feet of freeboard and prohibition on fill.

The vast majority of new builds in the City already have the living level or lowest horizontal structural member (LHSM) three feet or more above the base flood elevation, as shown in the table below.

Elevation Certificate Year	Base Flood Elevation	Actual Elevation (Living Level or LHSM As Req.)	Elevation Above Base Flood	2021 Vulnerability Study Compliant?
2023	9 feet	14.7 feet	5.7 feet	Yes
2023	11 feet	19.2 feet	8.2 feet	Yes
2023	10 feet	16 feet	6.0 feet	Yes
2024	10 feet	15.5 feet	5.5 feet	Yes
2024	11 feet	14.2 feet	3.2 feet	Yes
2024	10 feet	13 feet	3.0 feet	No (with freeboard)
2024	9 feet	10.1 feet	0.1 feet	No
2024	10 feet	18.2 feet	8.2 feet	Yes
2024	10 feet	19.0 feet	9.0 feet	Yes

Mitigation Option #2: Reduce substantial improvement threshold to 49% or less

Current points: Zero additional points (50% threshold, which is minimum)

Eligible points: 20 points (+20 points) for reduction to 49% or less.

The following was recommended in conjunction with changes to the lookback period under Ordinance 2023-14 as shown and emphasized below:

Substantial improvement means any combination of repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure taking place during a one five- year period, the cumulative cost of which equals or exceeds 50 49 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to on the issuance date of the first permit on or after July 1, 2021. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include:

- (1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Mitigation Option #3: City-wide Coastal A Zones

Current points: <100 points

Eligible points: Up to 500 (+400 points) points for City-wide enforcement of Coastal A zone standards for new and substantially-improved construction:

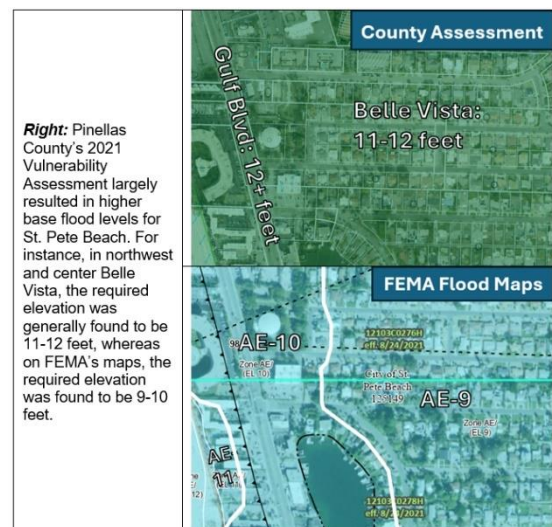
- 1) Construction on piles or piers, or deep foundations when supported by engineering analysis;
- 2) Breakaway walls rather than enclosures with vents below the Design Flood Elevation;
- 3) Higher elevation requirements, based on lowest living level support rather than height of the floor.

Mitigation Option #4: Pinellas County Vulnerability Assessment Adoption

Current points: None

Eligible points: Not directly quantified; provides varying point levels through support of other options.

Would require compliance with the higher of the current FEMA Maps (2021), or the County Vulnerability Assessment, whichever is greater.



Positives and Downsides of Mitigation Options

Positives include the following:

- 1) Supports long-term safety and resiliency;
- 2) Can improve CRS Class to a 5 or better, resulting in lower insurance rates;
- 3) Earns points for improvements that are largely already being completed.

Downsides include the following:

- 1) Increased compliance costs, particularly for new or substantially-improved developments in Coastal A zones;
- 2) All options cumulatively increase required living level height several feet, producing taller structures and potentially requiring additional zoning encroachments (stairs, etc.)

Ordinance 2023-14

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS; ARTICLE II – TECHNICAL CODES, SECTION 98-30 – MODIFICATIONS TO THE ADMINISTRATIVE AND ENFORCEMENT PROVISIONS OF THE BUILDING CODE; SECTION 98-33 FLORIDA BUILDING CODE, RESIDENTIAL; AMENDMENTS; SECTION 98-35 FLORIDA BUILDING CODE, BUILDING; TECHNICAL AMENDMENT; SECTION 98-36 FLORIDA BUILDING CODE, EXISTING BUILDING; TECHNICAL AMENDMENT; ARTICLE V – FLOOD HAZARD MITIGATION REGULATIONS, DIVISION 2 – APPLICABILITY, SECTION 98-121.3 – BASIS FOR ESTABLISHING FLOOD HAZARD AREAS; DIVISION 3 – ADMINISTRATION, SECTION 98-122.1 – DESIGNATION; SECTION 98-122.4 – SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS; DIVISION 9 – DEFINITIONS, SECTION 98-128.4 - DEFINITIONS; DIVISION 12 – SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS, SECTION 98-131.1.1 – USE OF STRUCTURAL AND NONSTRUCTURAL FILL IN FLOOD HAZARD AREAS (ZONES AE); PROVIDING FOR FISCAL IMPACT STATEMENT; CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

WHEREAS, the City of St. Pete Beach participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements.

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the Florida Building Code that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives.

WHEREAS, the City of St. Pete Beach is amending previously adopted technical amendments related to accumulating costs of improvements for buildings and structures in flood hazard areas for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code.

WHEREAS, the City of St. Pete Beach is adopting a requirement to increase the minimum elevation requirements for buildings and structures in flood hazard areas for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code.

WHEREAS, the City of St. Pete Beach has determined that it is in the public interest to adopt the proposed local technical amendments to the Florida Building Code, and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, and are in compliance with section 553.73(4), Florida Statutes.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

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

SECTION 2. Chapter 98 of the Code of Ordinances is hereby amended as illustrated in "Exhibit A," which is attached and made a part of this Ordinance.

SECTION 3. Fiscal Impact Statement. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 4. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 5. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 6. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

SECTION 8. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 9. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 10. Effective Date. This ordinance shall take effect immediately upon adoption.

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

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

Adrian Petrila, Mayor

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

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

Chapter 98, Buildings and Building Regulations, Article II shall be amended as follows :

Sec. 98-30. - Modifications to the administrative and enforcement provisions of the building code.

The administrative and enforcement provisions of the building codes as adopted in Section 98-26 are modified as follows:

Section 105.6 (1.1) is hereby added to read as follows:

(1.1)*Foundation (Tie-In) Survey:* A foundation survey prepared and certified by a registered land surveyor shall be required for all new construction and substantial improvements prior to the first framing inspection. This survey shall certify the placement of the building on the site, illustrate all surrounding setback dimensions and shall indicate the relationship of the lowest ~~living~~ floor, and the bottom of the lowest horizontal structural member supporting the lowest ~~living~~ floor, to or above the required elevation the ~~required base flood level~~. This survey shall be submitted to the building department and shall be available at the job site for review by the building inspector.

Sec. 98-33. - Florida Building Code, residential; amendments.

[The residential code, as adopted in section 98-26 is modified or amended as follows:]

Section R322.2.1 Elevation requirements. In addition to the requirements of Section R322.2.1, buildings and structures in flood hazard areas shall have the lowest floor at or above the higher of:

1. The base flood elevation plus two (2) feet, or
2. The flood elevation determined in the Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment adopted in Section 98-121.3, plus two (2) feet.

R322.2.2 Enclosed area below required ~~design flood~~ elevation. Enclosed areas, including crawl spaces, that are below the required ~~design flood~~ elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Areas for access to elevated areas of the building shall be not more than 299 square feet in area. ~~The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations.~~

Section R322.2.3 Foundation Design and construction. Foundations for buildings and structures in flood hazard areas shall be pilings or columns and shall be designed to resist flood loads. The designs shall be prepared and sealed by a registered design professional.

Section R322.3.2 Elevation requirements. In addition to the requirements of Section R322.3.2, buildings and structures in flood hazard areas shall have the bottom of the lowest horizontal structural member of the lowest floor at or above the higher of:

1. The base flood elevation plus two (2) feet, or
2. The flood elevation determined in the Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment adopted in Section 98-121.3, plus two (2) feet.

Section R322.3.5 Walls below ~~required~~ design flood elevation. Walls are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:

1. Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and
2. Are constructed with insect screening or open lattice; or
3. Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than 10 (470 Pa) and no more than 20 pounds per square foot (958 Pa); or
4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:
 - 4.1. The walls below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.
 - 4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.
5. Walls intended to break away under flood loads as specified in item 3 or 4 have flood openings that meet the criteria in Section R322.2.2, Item 2.

Section R322.3.6 Enclosed areas below the ~~required~~ design flood elevation. Enclosed areas below the ~~required~~ design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators. Areas for access to elevated areas of the building shall be not more than 299 square feet in area. Storage shall be limited to items which otherwise would be stored outside a building or items normally used outside (e.g., grill, lawn mower, folding chairs, etc.). Access to enclosed areas shall be the minimum necessary to

allow for permitted uses and limited to garage door and standard single exterior doors and one double entry door; sliding doors are permitted. All utilities such as electrical, heating, plumbing, and air conditioning equipment and other services facilities (including ductwork) must be elevated or floodproofed to the required elevation.

Sec. 98-35. - Florida Building Code, building; technical amendment.

[The building code, as adopted in section 98-26 is modified or amended as follows:]

Modify Sec. 202 as follows:

Cumulative substantial improvement. In the Florida Building Code, Building, the definition for the term “Substantial Improvement” shall be as provided in section 98-128.4.

~~SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to July 1, 2021. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~(1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.~~
- ~~(2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~
- ~~(3) Solely for the purpose of accumulating costs, the following costs may be excluded provided the total cost of a project, including these costs and all other costs of all improvements and repairs undertaken at the same time, do not exceed 50 percent of the market value of the building or structure. Costs associated with horizontal additions and vertical additional shall not be excluded.~~
 - ~~(a) Costs of additional, code-compliant building elements or alterations or replacements of materials or building elements whose express purpose is the mitigation of future wind or flood damage. Examples of code-compliant wind and flood mitigation measures include, but are not limited to, the installation or replacement of storm shutters; replacement of windows and doors with impact resistant glass; strengthening of roof attachments or exterior walls; replacing existing materials with wind and flood damage resistant materials; elevating machinery and equipment; and installation of flood openings.~~
 - ~~(b) Costs of additional, code-compliant energy efficiency retrofits whose express purpose is the improvement of energy efficiency of the building, provided the costs of such measure. Examples of code-compliant energy efficiency retrofits include but are not limited to application of insulation; replacement of~~

~~windows and doors with insulated products; installation of geo-thermal climate control systems; installation of attic ventilation equipment; and the installation of solar energy systems.~~

- ~~(c) Costs for replacing existing mechanical equipment, water heaters, built-in appliances, or electrical panel.~~

Modify Sec. 1612.4 as follows:

Minimum elevations. All buildings and structures in flood hazard areas shall have the lowest floor, dry floodproofing measures, or the bottom of the lowest horizontal structural member of the lowest floor, as applicable to occupancy and flood zone, at or above the higher of:

1. The base flood elevation plus two (2) feet, or
2. The flood elevation determined in the Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment adopted in Section 98-121.3, plus two (2) feet.

Sec. 98-36. - Florida Building Code, existing building; technical amendment.

[The building code, as adopted in section 98-26 is modified or amended as follows:]

Modify Sec. 202 as follows:

Cumulative substantial improvement. In the Florida Building Code, Building, the definition for the term “Substantial Improvement” shall be as provided in section 98-128.4.

~~SUBSTANTIAL IMPROVEMENT. For the purpose of determining compliance with the flood provisions of this code, any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to July 1, 2021. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~(1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.~~
- ~~(2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~
- ~~(3) Solely for the purpose of accumulating costs, the following costs may be excluded provided the total cost of a project, including these costs and all other costs of all improvements and repairs undertaken at the same time, do not exceed 50 percent of the market value of the building or structure. Costs associated with horizontal additions and vertical additional shall not be excluded.~~
 - ~~(a) Costs of additional, code-compliant building elements or alterations or replacements of materials or building elements whose express purpose is the~~

~~mitigation of future wind or flood damage. Examples of code-compliant wind and flood mitigation measures include, but are not limited to, the installation or replacement of storm shutters; replacement of windows and doors with impact resistant glass; strengthening of roof attachments or exterior walls; replacing existing materials with wind and flood damage resistant materials; elevating machinery and equipment; and installation of flood openings.~~

- ~~(b) Costs of additional, code-compliant energy efficiency retrofits whose express purpose is the improvement of energy efficiency of the building, provided the costs of such measure. Examples of code-compliant energy efficiency retrofits include but are not limited to application of insulation; replacement of windows and doors with insulated products; installation of geo-thermal climate control systems; installation of attic ventilation equipment; and the installation of solar energy systems.~~
- ~~(c) Costs for replacing existing mechanical equipment, water heaters, built-in appliances, or electrical panel.~~

Chapter 98, Buildings and Building Regulations, Article V, Division 2 shall be amended as follows:

Sec. 98-121.3. - Basis for establishing flood hazard areas.

The flood insurance study for Pinellas County, Florida and incorporated areas dated August 24, 2021, and all subsequent amendments and revisions, and the accompanying FIRMs, and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this section and shall serve as the minimum basis for establishing flood hazard areas. When locally determined data is available, the city will refer to the best available data for establishing the flood hazard: however, the FEMA data shall serve as the minimum basis for establishing the flood hazard. Locally determined data shall include but not be limited to the Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment (2021), and any subsequent amendments thereto. Where data conflicts, the flood hazard will be determined by the floodplain administrator. These sources are adopted by reference and made a part of this section. Studies and maps that establish flood hazard areas are on file at the community development department, building division, 155 Corey Ave, St. Pete Beach, Florida 33706.

Chapter 98, Buildings and Building Regulations, Article V, Division 3 shall be amended as follows:

Sec. 98-122.1. - Designation.

The building official is designated as the floodplain administrator for the purposes of this section until such time that the city determines that the floodplain administrator should be a separate position. The floodplain administrator may delegate the performance of certain duties to other employees. The floodplain administrator shall obtain the Certified Floodplain Manager (CFM) designation from the Association of State Floodplain Managers. All personnel performing inspections shall meet the qualifications for ICC Coastal Inspector Certification, CFM, or be approved by the building official.

Sec. 98-122.4. - Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator shall:

- (1) Require the applicant to obtain an appraisal of the current market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this section is required.

For the purpose of making this determination, the cost to perform the improvements and the cost to perform the repairs shall be cumulative over a one ~~five~~-year period from the issuance date of the first permit after July 1, 2021. Costs of improvements and costs of repairs shall include all costs attributed to a project and shall be determined:

- (1) By submission of a detailed cost estimate by a licensed contractor, provided such estimate includes all work required to complete the work described in the permit application;

- (2) By submission of a summation of the prevailing market cost for all materials and labor including all expenses normally charged or incurred if the work were performed by a contractor (e.g., construction supervision and management, insurance, overhead and profit, demolition, etc.); or
- (3) By the floodplain administrator if the applicant's submission and supporting data do not, in the opinion of the floodplain administrator, reasonably reflect the actual project cost; alternatively, the floodplain administrator may require submission of another estimate. If the applicant's cost estimate is determined unacceptable by the floodplain administrator, the floodplain administrator may use (a) a cost estimate produced by the FEMA Substantial Damage Estimator, using current prices the most recent (at the start of construction) square foot valuation data for this area published by the International Code Council; or (b) an estimated cost breakdown using current prices provided by Marshall and Swift; or (c) the replacement cost less the depreciation costs (at the start of construction) identified in a certified appraisal less than 12 months old.

Chapter 98, Buildings and Building Regulations, Article V, Division 9 shall be amended as follows:

Sec. 98-128.4. - Definitions.

[The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V zones" and are designated on Flood Insurance Rate Maps (FIRM) as zone V1-V30, VE, or V.

Compensatory Storage is a volume of space that offsets or compensates for any fill placed in the floodplain. If one cubic foot of fill is placed in the floodplain, then one cubic foot of fill shall be removed to offset the compensatory storage effects of the fill.

Declaration of land restriction (non-conversion agreement) means a form provided by the floodplain administrator to be signed by the owner and recorded on the property deed in official records of the clerk of courts, for the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures below elevated buildings.

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective FIRM or FIS. Letters of Map Change include:

(1) *Letter of Map Amendment (LOMA)* means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective FIRM and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of Map Revision (LOMR)* means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of Map Revision Based on Fill (LOMR-F)* means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with this section.

(4) *Conditional Letter of Map Revision (CLOMR)* means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum National Flood Insurance Program requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective FIRM or FIS; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would be equal to or exceed ~~50~~ 49 percent of the market value of the building or structure before the damage occurred.

Substantial improvement means any combination of repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure taking place during a one ~~five~~-year period, the cumulative cost of which equals or exceeds ~~50~~ 49 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins ~~when the first improvement or repair of each building or structure is permitted subsequent to~~ on the issuance date of the first permit on or after July 1, 2021. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include:

- (1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

~~(3) Solely for the purpose of accumulating costs, the following costs may be excluded provided the total cost of a project, including these costs and all other costs of all improvements and repairs undertaken at the same time, do not exceed 50 percent of the market value of the building or structure. Costs associated with horizontal additions and vertical additional shall not be excluded.~~

~~a. Costs of additional, code-compliant building elements or alterations or replacements of materials or building elements whose express purpose is the mitigation of future wind or flood damage. Examples of code-compliant wind and flood mitigation measures include, but are not limited to, the installation or replacement of storm shutters; replacement of windows and doors with impact resistant glass; strengthening of roof attachments or exterior walls; replacing existing materials with wind and flood damage-resistant materials; elevating machinery and equipment; and installation of flood openings.~~

~~b. Costs of additional, code-compliant energy efficiency retrofits whose express purpose is the improvement of energy efficiency of the building, provided the costs of such measure. Examples of code-compliant energy efficiency retrofits include but are not limited to application of insulation; replacement of windows and doors with insulated products; installation of geo-thermal climate control systems; installation of attic ventilation equipment; and the installation of solar energy systems.~~

~~c. Costs for replacing existing mechanical equipment, water heaters, built-in appliances, or electrical panel.~~

Chapter 98, Buildings and Building Regulations, Article V, Division 12 shall be amended as follows:

Sec. 98-131.1.1. - Use of ~~structural and nonstructural~~ fill in flood hazard areas (~~zones AE~~).

In flood hazard areas ~~other than coastal high hazard areas (zone V)~~, the use of fill is prohibited except for stem wall construction when approved by the building official or floodplain administrator. Minor amounts of fill shall be allowed to provide adequate lot grading for drainage, and Minor amounts of fill shall be allowed for landscaping, sidewalks and driveways, provided:

~~(1) Provide adequate lot grading for drainage;~~

~~(1) (2) The use of fill will not create any additional storm water runoff onto abutting property properties or cause compensatory storage effects;~~

~~(2) (3) Proper swales are provided along all abutting properties or, in the absence of proper swales, a concrete wall at least eight inches high is provided; and~~

- ~~(4) The fill is used for landscaping, sidewalks and driveways;~~
- ~~(5) In the absence of proper swales a concrete wall at least eight inches high is provided;~~
~~and~~
- (3) ~~(6)~~ If all roofs adjacent to Roof eaves within five feet of abutting properties shall have gutters with all roof surface water directed away from abutting properties.

Exception:

~~The use of structural fill is permitted in the following districts:~~

~~CC-1 Commercial District, CC-2 Commercial District, TC-1 Town Center Core District, TC-2 Town Center Corey Circle and Coquina West Districts, Traditional Hotel District THD, CC1 Commercial Corridor Blind Pass Road District, CC2 Commercial Corridor Gulf Blvd. District, (LR) Large Resort, AC Activity Center District, PAG Pass-A-Grille Overlay District and B/HC Boutique Hotel/Condo District.~~

DRAFT
City Commission Budget Meeting
September 24, 2024
5:01 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrilu, Mayor
Joe Moholland, Vice Mayor, Commissioner, District 4
Karen Marriott, Commissioner, District 1
Lisa Robinson, Commissioner, District 2 – arrived at 5:07 p.m.
Betty Rzewnicki, Commissioner, District 3

STAFF PRESENT:

Frances Robustelli, City Manager
Amber LaRowe, City Clerk
Andrew Laflin of Aclarian, Interim Finance Director

Mayor Petrilu called the meeting to order at 5:01 p.m., followed by the Pledge of Allegiance.

1. APPROVAL OF THE AGENDA

City Manager Robustelli requested the addition of the Proclamation and Resolution declaring a state of local emergency for Hurricane Helene.

Motion: **Vice Mayor Moholland moved, Commissioner Rzewnicki seconded, and the motion carried 4-0 to approve the September 24, 2024, City Commission Budget Agenda with the requested addition. Commissioner Robinson was absent for the vote.**

a. Resolution 2024-13: Declaring a State of Local Emergency Hurricane Helene (added)

Motion: **Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion carried 4-0 to adopt Resolution 2024-13. Commissioner Robinson was absent for the vote.**

2. ORDINANCES

a. Public Hearing Ordinance 2024-04: Establishing the Millage for Fiscal Year 2025

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ESTABLISHING THE MILLAGE RATE FOR FISCAL YEAR 2025, BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING AND ANNOUNCING THE NAME OF THE TAXING AUTHORITY, THE ROLLED-BACK MILLAGE RATE, THE PERCENTAGE INCREASE OVER THE ROLLED-BACK MILLAGE RATE, AND THE MILLAGE RATE TO BE LEVIED; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

b. Public Hearing Ordinance 2024-05: Adopting the Budget for Fiscal Year 2025

PETE BEACH, FLORIDA ADOPTING THE BUDGET FOR FISCAL YEAR 2025, BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR THE INCORPORATION OF THE ADOPTED CAPITAL BUDGET AS THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

Both Ordinance 2024-04 and 2024-05 were read in their entirety by the City Clerk.

Motion: **Commissioner Marriott moved, Commissioner Robinson seconded, and the motion carried**

5-0 to adopt Ordinance 2024-04.

Motion: Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion carried 5-0 to adopt Ordinance 2024-05.

Mayor Petrila adjourned the meeting at 5:12 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
Special City Commission Meeting
October 7, 2024
8:30 a.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrilă, Mayor
Joe Moholland, Vice Mayor, Commissioner, District 4
Karen Marriott, Commissioner, District 1
Lisa Robinson, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3

STAFF PRESENT:

Andrew Dickman, City Attorney – appeared via Zoom
Frances Robustelli, City Manager
Amber LaRowe, City Clerk

Mayor Petrilă called the meeting to order at 8:30 a.m., followed by the Pledge of Allegiance.

1. APPROVAL OF THE AGENDA

Attorney Dickman requested the addition of a discussion and approval of a modification to the 7th Addendum to the Pinellas County Suncoast Transit Authority Trolley Agreement [as approved on September 23rd].

Motion: **Commissioner Rzewnicki moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to approve the October 7, 2024, City Commission Agenda with the requested addition.**

2. CONSENT AGENDA

- a. Ratification of 7-day State of Local Emergency Resolution 2024-14
- b. Adopt Resolution 2024-15: State of Local Emergency Renewal

Motion: **Commissioner Marriott moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to approve the October 7, 2024, Consent Agenda.**

3. RESOLUTIONS

- a. **Resolution 2024-16: Declaring State of Local Emergency Tropical Storm Milton**

Motion: **Commissioner Rzewnicki moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to adopt Resolution 2024-16.**

- b. **Amendment to the PSTA 7th Addendum Agreement (*added*)**

Attorney Dickman reviewed an email that was sent by the PSTA legal team regarding a slight modification to the 7th Addendum as approved by the Commission on September 23rd. A copy of the email is made a part of the record.

Motion: **Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion carried 5-0 to approve the change to the amendment to the PSTA agreement.**

The City Clerk asked the City Commission if they would like to cancel tomorrow's scheduled Commission Meeting; the consensus was to cancel it. The Commission also asked to reschedule the October 8th meeting to October 14th. The City Clerk will post the cancellation and the new meeting date.

Mayor Petrila adjourned the meeting at 8:37 a.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City Commission Meeting
October 14, 2024
6:00 p.m.

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Andrew Dickman, City Attorney
Frances Robustelli, City Manager
Amber LaRowe, City Clerk
Brandon Berry, Senior Planner
Denise Sanderson, Community Development Director

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

1. APPROVAL OF THE AGENDA

Vice Mayor Moholland requested the addition of the following discussion items:

- Revenue Sources
- Long Term Sewer System
- Debris Pickup
- Existing Permit Extensions

He also requested that item h of the Consent Agenda be moved to Action Items before the Interim City Attorney selection.

Commissioner Rzewnicki requested that items d, f, and g of the Consent Agenda be removed for further discussion and moved to Action Items.

City Manager Robustelli requested the following discussion items:

- Brief presentation by the Community Development Department; this will be the first discussion item as it may answer questions by the Commissioners
- Emergency Relief Paid-Time Off Resolution
- Emergency Paid-Time Off Buyout Resolution

Commissioner Robinson requested a discussion on the FEMA 50% rule rollback date.

Motion: Commissioner Marriott moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to approve the October 14, 2024, City Commission Agenda with the changes as mentioned.

2. AUDIENCE COMMENTS

Mary R., a resident who spoke on behalf of the Homeowners Association for Captiva Cay, discussed Egan Park and the debris and implored the City to take proactive measures to mitigate any rodent infestation.

Robin Miller, President/CEO of the Tampa Bay Beaches Chamber of Commerce, commented on the resiliency needed in this community. She expressed the need for clear communication, especially regarding permitting and

rebuilding.

Robert Czyszczon, property and business owner mentioned goals for rebuilding the community.

3. CONSENT

- a. Approve the September 23, 2024, City Commission Meeting Minutes
- b. Adopt Resolution 2024-17: Extend State of Emergency – Hurricane Helene
- c. Adopt Resolution 2024-18: Extend State of Emergency – Hurricane Milton
- d. ~~Authorization for the City Manager to enter into a two-year coverage agreement with Public Risk Management of Florida in the amount of \$852,511 (moved to Action Item)~~
- e. Approve Resolution 2024-11: Statewide Mutual Aid Agreement
- f. ~~Resolution 2024-09: Shared Parking Agreement (moved to Action Item)~~
- g. ~~Move to authorize the City Manager to enter into a service agreement with Bomac Construction Services, Inc. dba GH Street Sweeping for street and parking lot sweeping in the amount of \$42,000.00 per year (\$151,200.00 for contract duration) (moved to Action Item)~~
- h. ~~Authorize the City Manager to sign the amendment to S. Renee Narloch and Associates Employment Search Firm Agreement to include the search for an Assistant City Manager and a City Attorney in the amount of \$42,900 (moved to Action Item)~~

Motion: Vice Mayor Moholland moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the October 14, 2024, City Commission Consent Agenda.

4. ACTION ITEMS

- h. Authorize the City Manager to sign the amendment to S. Renee Narloch and Associates Employment Search Firm Agreement to include the search for an Assistant City Manager and a City Attorney in the amount of \$42,900 (moved from the Consent Agenda)

Vice Mayor Moholland questioned whether the City should still proceed with a search for an in-house City Attorney while putting out a request for qualifications/proposals, especially given the situation we are in with recovering from two hurricanes.

City Manager Robustelli stated that she has spoken with Ms. Narloch and sees difficulty in performing a simultaneous search.

The Commission agreed that S. Renee Narloch should only search for an Assistant City Manager.

Motion: Commissioner Rzewnicki moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to authorize the City Manager to sign the amendment to S. Renee Narloch and Associated Employment Search Firm Agreement to include the search for an Assistant City Manager.

- a. Selection of the Interim City Attorney

Each Commissioner discussed their interviews with Trask Daigneault, LLP, and Vose Law Firm.

Attorney Erica Augello from Trask Daigneault, LLP, answered questions posed by Vice Mayor Moholland.

Attorney Wade Vose from Vose Law Firm answered questions posed by Vice Mayor Moholland.

Both law firms were amenable to a 90-day termination notice within their agreement.

Motion: Mayor Petrila moved, Commissioner Robinson seconded, and the motion carried 5-0 to select Vose Law Firm as the interim City Attorney.

Attorney Dickman spoke on transition. His law firm is prepared to start working with Vose Law Firm on the transition as soon as an engagement letter is signed. There may be a 30-day overlap between Dickman Law Firm and Vose Law Firm as the transition occurs.

Motion: Commissioner Marriott moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to authorize the Mayor to sign the engagement letter with Vose Law Firm.

d. Authorization for the City Manager to enter into a two-year coverage agreement with Public Risk Management of Florida in the amount of \$852,511 (moved from the Consent Agenda)

A discussion occurred about the policy, the fees, and what the service entails.

Vice Mayor Moholland would like information in the future about loss ratios.

Motion: Commissioner Rzewnicki moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to authorize the City Manager to enter into a two-year coverage agreement with Public Risk Management of Florida in the amount of \$852,511.

f. Resolution 2024-09: Shared Parking Agreement (moved to the Consent Agenda)

There was some confusion between the Agenda Memorandum and the Agreement; the information in the Agreement is correct.

Motion: Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion carried 5-0 to approve Resolution 2024-09 Shared Parking Agreement.

g. Move to authorize the City Manager to enter into a service agreement with Bomac Construction Services, Inc. dba GH Street Sweeping for street and parking lot sweeping in the amount of \$42,000.00 per year (\$151,200.00 for contract duration) (moved from the Consent Agenda)

City Manager Robustelli informed the Commission that street sweeping occurs on every street in the City at least once per month; this Contractor has GPS on their vehicles so that the City can maintain data on their services.

Motion: Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion carried 5-0 to authorize the City Manager to enter into a service agreement with Bomac Construction Services, Inc. dba GH Street Sweeping for street and parking lot sweeping in the amount of \$42,000.00 per year (\$151,200.00 for contract duration).

5. ORDINANCES

a. Public Hearing to Adopt Emergency Ordinance 2024-09: Permitting Elevation of Nonconforming Residential Structures and Allowing Changeouts of Nonconforming Residential Ancillary Equipment

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING FOR SIXTY DAYS THE CITY'S LAND DEVELOPMENT CODE DIVISION 3 – ADMINISTRATION OF THE LAND DEVELOPMENT CODE, SECTION 3.10 – VESTED RIGHTS AND NONCONFORMITIES, AND DIVISION 6 – SUPPLEMENTAL REGULATIONS SECTION 6.14. - ENCROACHMENT OF CERTAIN SPECIFIED ANCILLARY RESIDENTIAL EQUIPMENT INTO REQUIRED YARDS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR;

CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Denise Sanderson, Community Development Director, presented this Ordinance to the Commission; a copy of the presentation is included in the record.

This presentation touched on:

- The purpose
- Section 3.10 Key Elements
- Section 6.14 Key Elements
- Examples of modifications
- Impact
- Limitations

Discussion ensued, with the Commission expressing hesitation about the section related to permitting the elevation of nonconforming residential structures.

Mayor Petrila opened the public hearing.

Alex Bryant, a college student at St. Petersburg College, spoke in favor of adopting Ordinance 2024-09.

Resident George Smith spoke about lot size, rebuilding, and permitting.

After hearing no further comments, Mayor Petrila closed the public hearing.

Motion: Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion carried 5-0 to adopt Ordinance 2024-09 permitting and allowing changeouts of nonconforming residential ancillary equipment.

b. Public Hearing to adopt Ordinance 2024-06: Parking Meter and Wastewater 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.

Andrew Laflin, Finance Director, informed the Commission that the only change between the first reading and this hearing is the increase in the weekday rates to \$4.50/hour and the weekend rates to \$5.50/hour.

Motion: Commissioner Marriott moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to adopt Ordinance 2024-06.

6. ITEMS FOR DISCUSSION

a. Post Disaster Operation Plan (added)

Ms. Sanderson presented to the Commission; a copy of the presentation is included in the record.

The presentation included information such as:

- Objectives
- Approach
- Plans to expand the hours of operation
- Temporary increase in staffing
- Ways to engage and inform residents/businesses
- Work that requires a permit vs. work that does not
- Prioritize and expedite permitting

Vice Mayor Moholland addressed an email he received regarding extensions to existing permit applications; Ms. Sanderson confirmed that those permits will be extended at no charge for the duration that the State's Executive Order for the State of Emergency is effective.

Commissioner Marriott would like to have information if a business owner or a person who owns a home, but it is not their primary residence, can pull the permit for small repairs so that they can do the work themselves or if it must continue to be a contractor.

b. Revenue Sources (added)

Vice Mayor Moholland would like the City to work with the lobbyist to determine if there are other revenue sources it could utilize to address this disaster. City Manager Robustelli confirmed that she will ask the current lobbying firm to attend a Commission meeting in November to discuss legislation and grants.

c. Sewer System (added)

City Manager Robustelli confirmed that the sewer system failures are related to the equipment failures from the hurricanes; it is not a capacity issue.

d. Debris Pickup (added)

City Manager Robustelli explained that Pinellas County is working on an emergency bid for debris pickup but is unsure if FEMA will cover the expenses. The discussion continued, with the City Manager saying that she would find out and report back when she has further details, and the Commission could choose the next steps.

e. Existing Permits (added)

Ms. Sanderson discussed the possible development of a task force with city staff and residents that could help draft policies or develop ideas to tackle the existing permits in conjunction with these emergency permits.

f. Resolutions regarding PTO Donation and PTO Buy-Back

City Manager Robustelli discussed the two resolutions that were prepared and handed out to the Commission before the meeting; these resolutions are made as a part of the record. The resolutions will adjust the Personnel Rules and Regulations regarding PTO. The first Resolution allows other employees to donate PTO to another employee who may need it because they are out of work to take care of repairs to their homes and/or property damaged by the storms. The second Resolution will allow employees to purchase their PTO with a maximum of \$3,000.00 pay, and they must have a minimum of 80 hours remaining in the PTO bank after selling their time. This Resolution will expire on December 31, 2024.

Motion: Commissioner Marriott moved, Vice Mayor Moholland seconded, and the motion carried to adopt Resolution 2024-21: PTO Donation Program.

Motion: Commissioner Marriott moved, Commissioner Robinson seconded, and the motion carried

5-0 to adopt Resolution 2024-22: PTO cashout benefit program.

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

Amber LaRowe, City Clerk, -- announced the change of voting venue for the November 5th election. Districts 1 and 2 voters will vote at City Hall in the Commission Chambers from 7:00 a.m. to 7:00 p.m., while Districts 3 and 4 will continue to vote at the Warren Webster.

Frances Robustelli, City Manager, -- encouraged employees and residents to weather these storms and stated that the City would come back better and stronger.

Attorney Andrew Dickman, City Attorney– complimented the Commission’s choice of Interim City Attorney selection.

Vice Mayor Moholland – complimented Attorney Dickman’s professionalism during this process.

Commissioner Rzewnicki – thanked Attorney Dickman and his firm for all the service they have provided.

Commissioner Robinson -- discussed the Code’s 5-year lookback period related to the FEMA 50% rule.

The Vose Law Firm spoke about their opinions on modifying the Code now or whether FEMA will consider the date of the storm and what Code was in effect at that time. They will work with the Community Development Department to provide the Commission with an answer on their options.

Commissioner Robinson thanked the residents and the community for enduring both storms and the associated stresses. She encouraged residents to do what they could as the City was overwhelmed with requests and demands.

Commissioner Marriott – encouraged everyone to look for the small wins.

She mentioned that the Tampa Bay Beaches Chamber of Commerce is opening an information center to assist with resources.

Mayor Petrila – spoke about the unprecedented times that the City is in. Encouraged continued patience and grace with the City and with each other as we tackle the cleanup and rebuilding ahead.

Mayor Petrila adjourned the meeting at 9:23 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY FOR
HURRICANE MILTON
(Extension No. 2)**

CITY OF ST. PETE BEACH

WHEREAS, on October 7, 2024, at 8:30 AM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II – Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Tropical Storm Milton and adopting Resolution 2024-16; and;

WHEREAS, Hurricane Milton has passed St. Pete Beach, but its effects have been serious and widespread throughout the City, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Governor of the State of Florida has found that a state of emergency exists within specified Counties within the State of Florida, including Pinellas County, pursuant to Executive Order No. 2024-215 which amends Executive Order No. 24-214, that was issued on October 6, 2024; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

NOW, THEREFORE, I, Adrian Petrila, Mayor, of the City of St. Pete Beach, Florida, do hereby proclaim in accordance with the Code of Ordinances of the City of St. Pete Beach, pursuant to Chapter 34 – Civil Emergencies, Article II – Emergency Management, the Declaration of the Local State of Emergency shall be extended for an additional seven (7) days as follows:

IT IS FURTHER PROCLAIMED THAT the above “Whereas” clauses are approved and are incorporated herein.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a)5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

IT IS FURTHER PROCLAIMED THAT the City Commission, pursuant to Section 34-38 of the City’s Code of Ordinances, is required to confirm the proclamation by Resolution (Resolution 2024-20 attached as Exhibit A) within five (5) working days of this declaration unless the nature of the emergency renders a meeting of the City Commission extremely impractical.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of the following emergency ordinances, pursuant to the City’s Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency for Hurricane Milton.

IT IS FURTHER PROCLAIMED THAT this Proclamation will take effect on October 21, 2024, and shall expire seven (7) calendar days later unless extended (for periods not exceeding seven (7) calendar days at a time) by proclamation by the Mayor or as otherwise permitted by Florida Law or the City of St. Pete Beach Code of Ordinances.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of October 2024.

Adrian Petrila, Mayor

RESOLUTION 2024-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF HURRICANE MILTON; PROVIDING FOR SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2024, at 8:30 AM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II – Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Tropical Storm Milton and adopting Resolution 2024-16; and

WHEREAS, Tropical Storm Milton has since become Hurricane Milton, which poses a serious threat to the lives and property of the residents and property owners of the City of St. Pete Beach; and

WHEREAS, Hurricane Milton has the potential for causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Governor of the State of Florida has found that a state of emergency exists within specified counties within the State of Florida, including Pinellas County, pursuant to Executive Order 24-215, Amending Executive Order 24-214, issued October 6, 2024; and

WHEREAS, Hurricane Milton negatively affects the health, safety, and welfare of citizens and visitors of the community; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers under Chapter 252, Florida Statutes.

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

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

SECTION 2. The Declaration of Local State of Emergency shall be extended for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

SECTION 3. The City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of political subdivisions as provided in Section 252.38(a)(a) 5, Florida Statutes, pertaining to:

- a) Performing of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
- b) Entering into contracts;
- c) Incurring obligations;
- d) Employing permanent and temporary workers;
- e) Utilizing volunteer workers;
- f) Renting of equipment;
- g) Acquiring and distributing with or without compensation of supplies, materials, and facilities; and
- h) Appropriating and expending public funds.

SECTION 4. **BE IT FURTHER RESOLVED THAT** the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency.

SECTION 5. 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



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY
FOR HURRICANE HELENE
(Extension No. 4)**

CITY OF ST. PETE BEACH

WHEREAS, on September 24, 2024, at 5:00 PM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Hurricane Helene; and

WHEREAS, Hurricane Helene has passed St. Pete Beach, but its effects have been serious and widespread throughout the City causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes;

NOW, THEREFORE, I, Adrian Petrila, Mayor, of the City of St. Pete Beach, Florida, do hereby proclaim in accordance with the Code of Ordinances of the City of St. Pete Beach, Pursuant to Chapter 34 – Civil Emergencies, Article II - Emergency Management, the Declaration of Local Emergency shall be extended for an additional seven (7) days as follows:

IT IS FURTHER PROCLAIMED THAT the above "Whereas" clauses are approved and are incorporated herein.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a)5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders

- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

IT IS FURTHER PROCLAIMED THAT the City Commission, pursuant to Section 34-38 of the City's Code of Ordinances, is required to confirm the proclamation by Resolution (Resolution 2024-19 attached as Exhibit A) within five (5) working days of this declaration unless the nature of the emergency renders a meeting of the City Commission extremely impractical.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency for Hurricane Helene.

IT IS FURTHER PROCLAIMED THAT this Proclamation will take effect **at 5:00 PM on October 22, 2024,** and shall expire seven (7) calendar days later unless extended (for periods not exceeding seven (7) calendar days at a time) by proclamation by the Mayor or as otherwise permitted by Florida Law or the City of St. Pete Beach Code of Ordinances.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of _____ 2024.

Adrian Petrila, Mayor

RESOLUTION 2024-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS AND EFFECTS OF HURRICANE HELENE; PROVIDING FOR SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, on September 24, 2024, at 5:00 PM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Hurricane Helene; and

WHEREAS, Hurricane Helene has passed St. Pete Beach, but its effects have been serious and widespread, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

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

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

SECTION 2. The Declaration of Local State of Emergency shall be extended for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

SECTION 3. The City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a) 5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;

- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

SECTION 4. **BE IT FURTHER RESOLVED THAT** the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency.

SECTION 5. 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

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute an agreement with Aclarian LLC in the amount of \$117,600.00 for consulting services, to fulfill the role of the Finance Director for the City.

Action Request: Motion to approve the consulting services agreement with Aclarian LLC for fiscal year 2025

Strategic Objective: Fulfill a critical leadership and technical resource need within the Finance Department.

Date: October 22, 2024

Prepared By: Andrew Laflin, Consultant - Finance Department

Through: Frances Robustelli, City Manager

Summary of Issue: While the City has posted the Finance Director position for employment and interviewed potential candidates, it was determined at present time that it is in the City's best interest to continue utilizing the services of Aclarian in this outsourced Finance Director capacity for the duration of fiscal year 2025. A reassessment can be made at a future date regarding whether to insource or outsource this position beginning in fiscal year 2026.

Funding: The City has budgeted \$643,500 in salaries and wages for the Finance Department for fiscal year 2025. That includes a Finance Director position with a pay rate of \$74.37, which translates to an annual salary of \$154,690. Including taxes and fringe benefits, total personnel cost for a full time position of employment would amount to approximately \$190,000. By engaging Aclarian to fulfill this need, the City will achieve approximately \$72,000 of cost savings annually under this arrangement.

Attachments:

1. Laflin agreement
2. Professional Services Agreement - Aclarian LLC

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Finance Director

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

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its 10/22/2024 public hearing.

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095.

Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

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

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

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

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$9,800 per month.
- b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
- e. Contractor warrants to the City that all goods and materials furnished under the contract

will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
 - a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
 - a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. This Agreement will remain in effect for a period of (12) twelve months (10/1/2024-9/30/2024) from the Effective Date. |
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor 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. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.
16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance

of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement 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.

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

during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

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

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or serves provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

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

- a. Florida public records law (Exhibit “A”)
- b. Vendor Proposal (Exhibit C)

22. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified

mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Aclarian, LLC.
4240 W. Morrison Avenue
Tampa, FL 33629

As to City:

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

With Copy To:

alaflin@aclarian.com

With Copy To:

cityattorney@stpetebeach.org

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

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

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

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

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

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

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

Alcarian, LLC.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Andrew Laflin

By: Frances Robustelli

Its: President

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)



EXHIBIT B – SCOPE OF SERVICES

DESCRIPTION OF SERVICES – FINANCE DIRECTOR POSITION

The Contractor will assume the role of Finance Director, which will include one or more of the following services:

- Plan, manage, and direct the operations of the Finance department, including personnel and processes, and related financial accounting and systems operations.
- Attend and participate in City Commission meetings as requested and present agenda items pertaining to Finance, as determined by the City Manager.
- Coordinate the annual budgeting process and assist in preparing the annual operating and capital budget, and provide other financial reporting throughout the fiscal year, both internally among City employees and externally to the City Commission and public at large, such as showing comparison of revenue and expenditures to anticipated revenues and appropriation expenditures.
- Evaluate current business processes within the Finance Department and facilitate initiatives to enhance operational efficiencies.
- Oversee the annual financial statement audit of the City and the issuance of the Annual Comprehensive Financial Report.
- Perform other related services as mutually agreed upon.

RESOURCES PROVIDED BY THE CITY.

The following resources shall be provided by the City:

- Access to applicable software needed to conduct City business, if necessary and files and network folders and files containing relevant source data needed for finance and accounting activities

PAYMENT FOR SERVICES.

The City will pay compensation to Contractor for the Services based on a fixed monthly amount of \$9,800.00 for finance and accounting services.

The Contractor shall submit invoices for work performed. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute § 218.70 et.seq., which states the Contracting Party's rights and the City's responsibilities concerning interest, penalties and time limits for payment of invoices.

RELATIONSHIP OF PARTIES.

It is understood by the parties that Contractor will be an independent contractor, and not the agent or servant of the City and will not be entitled to any benefits granted to employees of the City.

The City will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefit to the Contractor. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Finance Director

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

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its 10/22/2024 public hearing.

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095.

Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

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

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

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

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$9,800 per month.
- b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
- e. Contractor warrants to the City that all goods and materials furnished under the contract

will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
 - a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
 - a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. This Agreement will remain in effect for a period of (12) twelve months (10/1/2024-9/30/2024) from the Effective Date. |
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
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16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance

of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement 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.

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

during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

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

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Tampa, FL 33629

As to City:

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

With Copy To:

alaflin@aclarian.com

With Copy To:

cityattorney@stpetebeach.org

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

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

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

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

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

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

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

Alcarian, LLC.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Andrew Laflin

By: Frances Robustelli

Its: President

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)



EXHIBIT B – SCOPE OF SERVICES

DESCRIPTION OF SERVICES – FINANCE DIRECTOR POSITION

The Contractor will assume the role of Finance Director, which will include one or more of the following services:

- Plan, manage, and direct the operations of the Finance department, including personnel and processes, and related financial accounting and systems operations.
- Attend and participate in City Commission meetings as requested and present agenda items pertaining to Finance, as determined by the City Manager.
- Coordinate the annual budgeting process and assist in preparing the annual operating and capital budget, and provide other financial reporting throughout the fiscal year, both internally among City employees and externally to the City Commission and public at large, such as showing comparison of revenue and expenditures to anticipated revenues and appropriation expenditures.
- Evaluate current business processes within the Finance Department and facilitate initiatives to enhance operational efficiencies.
- Oversee the annual financial statement audit of the City and the issuance of the Annual Comprehensive Financial Report.
- Perform other related services as mutually agreed upon.

RESOURCES PROVIDED BY THE CITY.

The following resources shall be provided by the City:

- Access to applicable software needed to conduct City business, if necessary and files and network folders and files containing relevant source data needed for finance and accounting activities

PAYMENT FOR SERVICES.

The City will pay compensation to Contractor for the Services based on a fixed monthly amount of \$9,800.00 for finance and accounting services.

The Contractor shall submit invoices for work performed. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute § 218.70 et.seq., which states the Contracting Party's rights and the City's responsibilities concerning interest, penalties and time limits for payment of invoices.

RELATIONSHIP OF PARTIES.

It is understood by the parties that Contractor will be an independent contractor, and not the agent or servant of the City and will not be entitled to any benefits granted to employees of the City.

The City will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefit to the Contractor. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

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

Agenda Report

Agenda Title Name: Review and Approval of the 2025 City Commission Meeting Schedule

Action Request: Motion options: [approve with changes/approve] the 2025 City Commission Meeting schedule.

Strategic Objective: Public access to open government.

Date: October 22, 2024

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: The City Charter states that the City Commission shall hold two monthly meetings. The proposed calendar for 2025 schedules the City Commission meetings for the second and fourth Tuesday of every month except for the following:

- The first meeting in March has been moved from Tuesday to Monday, March 10, 2025, due to the District 2 and District 4 Municipal Elections.
- Both meetings in November are moved to the first and third due to Veterans Day and Thanksgiving week.
 - The first meeting in November is on Election Day; the Commission has altered its calendar to the Monday before Election Day in 2023 and 2024 to accommodate Election Day participation. The Commission shall consider keeping the proposed calendar as is or making a change to the first meeting in November.
- The second meeting in December was moved to the third Tuesday due to the holidays.

Funding: There is no applicable funding.

Attachments: 1. Proposed 2025 CC Meeting Schedule

2025 Meetings
City Commission

The City Commission meets on the second and fourth Tuesdays of the month in the Commission Chambers of City Hall, 155 Corey Avenue, St. Pete Beach, Florida, and is open to the public.

<u>Meeting Date</u>	<u>Time</u>
January 14, 2025	6:00 pm
January 28, 2025	6:00 pm
February 11, 2025	6:00 pm
February 25, 2025	6:00 pm
MONDAY March 10, 2025*	6:00 pm
March 25, 2025	6:00 pm
April 8, 2025	6:00 pm
April 22, 2025	6:00 pm
May 13, 2025	6:00 pm
May 27, 2025	6:00 pm
June 10, 2025	6:00 pm
June 24, 2025	6:00 pm
July 8, 2025	6:00 pm
July 22, 2025	6:00 pm
August 12, 2025	6:00 pm
August 26, 2025	6:00 pm
September 9, 2025	6:00 pm
September 23, 2025	6:00 pm
October 14, 2025	6:00 pm
October 28, 2025	6:00 pm
November 4, 2025*	6:00 pm
November 18, 2025*	6:00 pm
December 9, 2025	6:00 pm
December 16, 2025*	6:00 pm

***Commission Meeting Dates altered:**

The first meeting in March due to the District 2 and District 4 Election.

Dates in November and December were changed due to holidays.

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

Agenda Report

Agenda Title Name: Approve an additional \$600,000 to Joe Payne, Inc for Building Department Services.

Action Request: Move to approve an additional \$600,000 to Joe Payne, Inc for Building Department Services.

Strategic Objective:

Date: October 22, 2024

Prepared By: Denise Sanderson

Through: Frances Robustelli, City Manager

Summary of Issue: The Building Department currently has open positions including Building Official and Building Inspectors, and Deputy Building Official. We have been using Joe Payne, Inc. for inspections and Building Official responsibilities. Due to the shortage of licensed building officials and building inspectors, the city needs to continue with the contract to operate the building department. An Additional \$600,000 is needed for Fiscal Year 2025. Funding would be transferred from salaries and benefits from the vacant positions to building fund professional/contractual services.

Funding: 201-5310

Attachments: 1. Bid Documents, Proposal and Agreement

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

Building Department Services

The City of St. Pete Beach, (hereinafter "City") enters this Agreement to "Piggy-back" (the "Agreement") with Joe Payne, Inc. dba JPI (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "Parties."

WHEREAS, Vendor is currently under contract with The City of Treasure Island for building department services (the "Building Department Services RFP 20-001 Contract").

WHEREAS, the City desires to purchase from Vendor building department services.

WHEREAS, pursuant to Florida Statute 287.057 and Section 2-291 of the City's Code of Ordinances adopted by the City Commission, the City is authorized to "piggy-back" onto the Building Department Services RFP 20-001 Contract for the same or similar services.

WHEREAS, the Vendor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the Building Department Services RFP 20-001 Contract.

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the terms of Building Department Services RFP 20-001 and as follows:

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

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

As to Vendor:

Joe Payne, Inc. dba JPI
Joe Payne, PE MBA
9629 Gretna Green Drive
Tampa, FL 33626

As to City:

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

With Copy To:

joepayneinc@gmail.com

With Copy To:

cityattorney@stpetebeach.org

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

[SIGNATURE PAGE TO FOLLOW]

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

Joe Payne, Inc. dba JPI:

City of St. Pete Beach:

Signature: Joseph Payne

Signature: [Signature]

By: Joseph Payne

By: Alex Ray

Its: President

Its: City Manager

Date: 9.01.22

Date: 8/23/22

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
Andrew Dickman
City Attorney

ATTEST:

[Signature]
Amber LaRowe
City Clerk

EXHIBIT "A"
(Vendor's Original Contract)

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND Joe Payne, Inc. dba JPI
PERTAINING TO
BUILDING DEPARTMENT SERVICES
RFP 20-001

This CONTRACT is made and entered into on the 18th day of May, 2021 ("Effective Date"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("CITY"), and JPI, FEIN 800640420, ("CONTRACTOR"), collectively (the "PARTIES") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive response for **BUILDING DEPARTMENT SERVICES RFP 20-001** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **BUILDING DEPARTMENT SERVICES RFP 20-001** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

SECTION 1. **SCOPE OF WORK.**

The Scope of Work/Services is specially identified in RFP 20-001.

SECTION 2. **TERM.**

The initial term of the contract will extend from the effective date for five (5) years with two (2) one-year optional renewals by mutual agreement. Each renewal during the initial term and subsequent optional renewals will be subject to annual negotiation and joint acceptance of updated rates and expenses prior to renewal. Such renewals should not increase on a percentage basis more than the 12 most recent months' average of the non-preliminary BLS Producer Price Index for Industry Code 5413 (Architectural, engineering, and related services), plus one full percentage point. The Parties agree to commence the annual negotiation process at least ten weeks prior to the anniversary of the effective date.

SECTION 3. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR include, but are not limited to, the following:

- a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.
- b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.
- c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.
- d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. **STANDARD OF CARE.**

- a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice

required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The PARTIES acknowledge that there is no guarantee of work under this contract, and the CITY's utilization of pricing under this contract is subject to annual appropriations and signage needs within the CITY's municipal limits.

b. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Bid submittal. The CONTRACTOR agrees to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

c. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

d. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product

completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. **SCHEDULE.**

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. **INDEPENDENT CONTRACTOR.**

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 16. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. **INSURANCE.**

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions, Insurance Requirements, of RFP 20-001, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY upon request prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all applicable policies.

SECTION 18. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. **SOVEREIGN IMMUNITY.**

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of

any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;
- b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
- c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22.**NOTICE.**

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
munger@municode-treasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company:	<u>Joe Payne, Inc. dba JPI</u>
Attention:	<u>Joe Payne, PE MBA</u>
Address:	<u>9629 Gretna Green Drive</u>
Phone:	<u>8137311501</u>
Fax:	<u>18133156298</u>
Email:	<u>joepayneinc@gmail.com</u>

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. **DOCUMENTS CONSTITUTING ENTIRE CONTRACT.**

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposals Documents for RFP No. 20-001.
2. Bid submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. **MISCELLANEOUS.**

- i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**
- ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.
- iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.
- iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.
- v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.
- vi. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.
- vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this

CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

xi. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

- xii. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.
- xiii. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.
- xiv. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR

JPI

(name of corporation or business)

BY: President

(title of authorized corporate officer or individual)

Signature

Joseph Payne

Printed Name

As To
CITY OF TREASURE ISLAND

Mayor:

Signature

Deputy
ATTEST | City Clerk:

Signature



RFP 20-001
Exhibit A - Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name:

Joe Payne, Inc. dba JPI

Year:

1

2020/2021

Item #	Position/Title/Service	Regular Hourly Rate	After Hours Rate*
A	Building Code Administrator	\$ 165.00	\$ 165.00
B	Building Inspector	\$ 80.00	\$ 90.00
C	Plans Examiner	\$ 80.00	\$ 90.00
Services to be provided on an as-needed basis (in a support capacity only)**			
1	Code Enforcement Officer	\$ 70.00	\$ 90.00
2	Permit Clerk	\$ 50.00	\$ 60.00
3	Planner	\$ 90.00	\$ 120.00
4			
5			
6			
7			

* After Hours Rate to include any services provided outside regular hours (8 am-5 pm Monday-Friday), weekends, and City holidays.

** Please add or edit the positions as necessary to represent your firm's titles for the indicated work, respectively.

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

EXHIBIT "B"

(Florida Public Records Law)

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

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

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

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

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

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

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

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

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

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

Action Request: First Reading of Ordinance 2024-10

Strategic Objective: To amend the City's Code of Ordinances Chapter 34, Article II Emergency Management.

Date: October 22, 2024

Prepared By: Andrew Dickman, City Attorney

Through: Frances Robustelli, City Manager

Summary of Issue: The City's Code of Ordinances, Chapter 34, Article II – Emergency Management, was adopted so that the City of St. Pete Beach has the ability to declare a local state of emergency and to effectively utilize available City resources to prepare for, respond to and to recover from a natural or manmade disaster, emergency, or the imminent threat which is likely to affect the security, safety, or health of the City and its citizens. This Code section was enacted pursuant to the authority granted in Section 252.38, Florida Statutes.

The amendments have been made to clarify some of the existing language and to ensure compliance with Section 252.38, Florida Statutes.

Funding: N/A

Attachments: Ordinance 2024-10

Ordinance 2024-10

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 34 – CIVIL EMERGENCIES, ARTICLE II – EMERGENCY MANAGEMENT, SECTION 34-31 – DEFINITIONS; SECTION 34-33 – LEGISLATIVE AUTHORITY; SECTION 34-37 – EMERGENCY MANAGEMENT COORDINATING COMMITTEE; SECTION 34-38 – DECLARATION OF STATE OF EMERGENCY; SECTION 34-40 – SUSPENSION OF LOCAL BUILDING REGULATIONS; SECTION 34-41 – TERMINATION OF STATE OF EMERGENCY; SECTION 34-42 – COMMISSION AUTHORITY LIMITATIONS; SECTION 34-44 – CONFLICTS; SECTION 34-45 – AUTHORITY IN EVACUATION ZONES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach is vulnerable to a range of emergencies, including natural disasters that may impact and threaten the life, health, and safety of its citizens.

WHEREAS, the City Commission desires to have a plan in place to maintain continuity of essential City departments and City business in the event of an emergency.

WHEREAS, the City Commission finds the amendments to Chapter 34, Article II of the City’s Code of Ordinances, as more particularly set forth herein, are in the public interest and necessary to protect the health, safety, and welfare of the citizens of the City of St. Pete Beach, Florida.

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. Code of Ordinances, Chapter 34, Article II shall be amended as follows:

Sec. 34-31. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of St. Pete Beach.

City commission means the City Commission of the City of St. Pete Beach.

City manager means the person appointed by the city commission as the chief administrative official for the city or the designated representative thereof.

Emergency means a condition which threatens or adversely affects the public health, safety or security and which threatens to be beyond the control of those public and private agencies normally responsible for the management of such a condition, resulting from an act or threatened act of war, riot, terrorism, mob or other act of violence; from a weather event such as lightning, flood, hurricane, cyclone, tornado or waterspout; from a disruption in the city's utility system; hazardous waste spill; or from any other cause.

Emergency interim successor means a person designated pursuant to this article for possible temporary succession to the powers and duties but not the office of an officer if such officer or a duly authorized deputy is unavailable to exercise the powers and discharge the duties of the office.

Normal average retail price means the price at retail for merchandise; goods or services at which similar merchandise, goods or services were being sold during the 90 days immediately preceding a declaration of public emergency.

Sec. 34-33. Legislative authority.

This article is enacted pursuant to the authority granted by F.S. § 252.38~~-, as amended.~~ If this article and the state statute conflict, the state statute shall be the prevailing authority.

Sec. 34-37. Emergency management coordinating committee.

- (a) There shall be an emergency management coordinating committee composed of the department directors which shall be chaired by the coordinator of emergency services.
- (b) The emergency management coordinating committee shall have the responsibility and duty to:
 - (1) Function as the emergency management agency during a declared local state of emergency.
 - (2) Assist in the creation, revision and exercise of emergency plans.
 - (3) Advise the director of emergency management of requirements for resources necessary to the creation, maintenance, and exercise of a capable, efficient emergency response capability.

Sec. 34-38. Declaration of local state of emergency.

- (a) In the following order, the mayor, vice-mayor, commissioner, or city manager shall have the authority to declare a local state of emergency ~~by in the form of a proclamation, or a~~

substantially similar official document. Upon the absence or unavailability of the mayor, the vice-mayor may issue such a declaration, and upon the absence or unavailability of the mayor and the vice-mayor, a city commissioner or the city manager or, upon the absence or unavailability of the city manager, an acting city manager may issue such a declaration.

- (b) Any declaration of a local state of emergency and all emergency regulations and orders activated under this article shall be confirmed by the city commission by resolution ~~within five working days of such declaration or~~ at the next regularly scheduled meeting of the city commission, ~~whichever occurs first,~~ unless the nature of the emergency renders a meeting of the city commission extremely impractical. Confirmation of the emergency declaration shall disclose the reasons for, anticipated impacts of, actions proposed and taken to manage the emergency and other pertinent data relating to the declaration of emergency.
- (c) The local state of emergency is limited to seven (7) days pursuant to Chapter 252, Florida Statutes, as amended. The local state of emergency declaration may be extended, as necessary in seven-day increments. The local state of emergency shall continue in accordance with Chapter 252, Florida Statutes, until there is a finding by the official declaring the emergency that the emergency no longer exists or until a meeting of a quorum of the board of the city commissioners can take place and terminate the local state of emergency by proclamation.
- (d) Upon the determination of an emergency, the mayor, vice-mayor or city manager shall have the power to issue and rescind executive orders, proclamations and rules. Such executive orders, proclamations and rules shall have the force and effect of law and may deal with the following matters:
 - (1) Suspend or limit the sale, dispensing or transportation of alcoholic beverages, explosives and combustibles (except for ammunition whether city has the authority to pursuant to F.S. § 790.33, including amendments thereto enacted by Laws of Florida Chapter 2011-109.
 - (2) Establish curfews, including but not limited to the prohibition of or restrictions on pedestrian and vehicular movement, standing and parking, except for the provision of designated, essential services, such as fire, police, emergency medical services and hospital services, including the transportation of patients, utility emergency repairs and emergency calls by physicians.
 - (3) Utilize all available resources of the city government as reasonably necessary to cope with the emergency, including emergency expenditures, not to exceed \$50,000.00.
 - (4) Declare certain areas off limits.
 - (5) Make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (6) Establish emergency operating centers and shelters, in addition to or in place of

those provided for in the city's emergency plan.

- (7) Declare that during an emergency, it shall be unlawful and an offense against the city for any person to use the fresh water supplied by the city or the county, for any purpose other than cooking, drinking or bathing.
- (8) Declare that during an emergency, it shall be unlawful and an offense against the city for any person operating within the city to charge more than the normal average retail price for any merchandise, goods or services sold during the emergency. The average retail price, as used in this subsection is defined to be that price at which similar merchandise, goods, or services were being sold during the ninety (90) days immediately preceding the emergency or a markup which is a larger percentage over wholesale cost than was being added to wholesale cost prior to the emergency.
- (9) Confiscate merchandise, equipment, vehicles or property needed to alleviate the emergency. Reimbursement shall be within sixty (60) days and at customary value charged for the items during ninety (90) days previous to the emergency.
- (10) Make provisions for rationing of fuel, ice and other essentials.
- (11) Evacuation planning.
- (e) A local state of emergency, when declared as provided in this section, shall continue in effect for seven (7) days and may be extended, as necessary, in seven (7) day increments ~~from day to day~~ until declared to be terminated.
- (f) Upon the declaration of a local state of emergency, the city manager shall as promptly as practicable, file the declaration in the office of the municipal clerk who shall deliver it to appropriate news media for publication and radio and television broadcast thereof. If practicable, such local state of emergency declaration or emergency measure shall be published by other means such as by posting and loudspeakers.

Sec. 34-40. Suspension of local building regulations.

The city manager may authorize the suspension of local building regulations during and following a declared local state of emergency when the building official certifies that such action is necessary to the expeditious restoration of property damaged by the emergency event. Such suspension of building regulations may be applied on a case-by-case basis as required to remedy specific conditions and to facilitate the provision of emergency housing to disaster victims. The building official shall specify the provisions of the building code to be suspended and the reasons therefor when certifying the necessity of such suspension to the city manager.

Sec. 34-41. Termination of local state of emergency.

A local state of emergency shall be terminated upon the certification of the officer or agency requesting the declaration of the local state of emergency that the conditions leading to or causing the emergency conditions no longer exist and that the city's agencies and

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.

departments are able to manage the situation without extraordinary assistance. Notice of such termination shall be made to the public by the city manager by the same means as the notices of the declaration of the local state of emergency.

Sec. 34-42. Commission authority limitations.

Notice in this article shall not be construed to limit the authority of the board of city commissioners to declare or terminate a local state of emergency and take any action by law when sitting in a regular or special session.

Sec. 34-44. Conflicts.

- (a) If this article conflicts with any other ordinance or this Code or other applicable law, including state statutes, the more restrictive shall apply, except that the duration of the local state of emergency declaration may be enlarged by state statute.
- (b) Any portion of this article found to be in conflict with the Pinellas County Emergency Management Plan shall not be enforceable.

Sec. 34-45. Authority in evacuation zones.

- (a) *Preemption.* The emergency management coordinating committee shall have the authority to delegate, to the Pinellas County Sheriff's Office ~~chief of police~~, sole and exclusive authority to regulate the ingress and egress of persons and vehicles in those zones which are required to be evacuated in a declaration of a local state of ~~local~~ emergency, and to designate the terms and conditions of reentry into such areas upon official declaration that the evacuated zones are safe and secure for reentry. In the exercise of such authority, the Pinellas County Sheriff's Office ~~police chief~~ shall consult with the emergency management coordinating committee, the executive group of the Pinellas County Emergency Operations Center and all affected local governments.
- (b) *Prohibition.* The ~~police chief~~ Pinellas County Sheriff's Office is authorized to delegate to any local law enforcement agency the authorities granted in this section relative to their respective jurisdictions, upon ~~his~~ their determination that such delegation of authority is necessary and proper.
- (c) *Jurisdiction.* All territory within the legal boundaries of the city, including all incorporated and unincorporated areas, shall be embraced by this article.

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: **October 22, 2024**
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

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.

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.

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

Agenda Report

Agenda Title Name: Public Hearing to Adopt Emergency Ordinance 2024-11: Permitting Elevation of Nonconforming Residential Structures

Action Request: Motion to approve Ordinance 2024-11.

Strategic Objective: Natural disaster response

Date: October 22, 2024

Prepared By: Brandon Berry, Senior Planner

Through: Denise Sanderson

Summary of Issue: This request is to temporarily amend the Land Development Code to promote expediency in addressing widespread health, safety and welfare issues anticipated in the wake of Hurricane Helene, and pending significant local impacts from Hurricane Milton. Under the emergency ordinance provisions the subject ordinance will be in effect for only 60 days, but may be extended under similar circumstances or made permanent through the standard amendment process.

Subject Ordinance 2024-11 amends the City's provisions for nonconforming structures to align with the City's Floodplain Ordinance as it pertains to elevation of nonconforming residential structures, most recently majorly amended in 2021 (Ord. 2021-15). Due to the age of St. Pete Beach's housing stock, many structures older than 50 years are noncompliant with the flood regulations unless they were since substantially improved, and many older than 70 years are noncompliant with current setbacks. This ordinance proposes updating the elevation requirements to align with Ordinance 2021-15, requiring the living level of structures to be raised to the design flood rather than base flood elevation. It also proposes allowing residential structures that have incurred substantial storm or other damage to be elevated in place to the design flood elevation, regardless of whether they are compliant with the

current setback requirements. This permission applies only to the existing structure, not any additions or new construction that must meet current required setbacks, and applies only in cases where the structure cannot be relocated to a different portion of the lot when the elevation is undertaken.

Funding:

N/A

Attachments:

1. Ordinance 2024-11 - Markup
2. Ordinance 2024-11 - Clean

Ordinance 2024-11

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING FOR SIXTY DAYS THE CITY'S LAND DEVELOPMENT CODE DIVISION 3 – ADMINISTRATION OF THE LAND DEVELOPMENT CODE, SECTION 3.10 – VESTED RIGHTS AND NONCONFORMITIES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City is currently in a state of emergency as declared by Executive Orders 24-208, issued September 23, 2024, and 24-214, issued October 5, 2024, as well as local Resolutions 2024-14 and 2024-16.

WHEREAS, both residential and commercial structures City-wide have sustained significant structural and nonstructural damage due to the effects of hurricanes Helene and Milton.

WHEREAS, Section 3.11 of the City Charter and Florida Statutes 166.041(3)(b) permit the City to adopt emergency ordinances in one reading without typical advertising and reading separation requirements.

WHEREAS, this Ordinance is found to be consistent with prohibitions on use of emergency ordinance powers in the aforementioned Charter and Statutes.

WHEREAS, the Land Development Code has, over time, become out of line with the Florida Building Code and City Floodplain Ordinance as it pertains to required height of elevation for residential structures, and the City Commission finds it advantageous to allow limited elevation of residential structures noncompliant with the Floodplain Ordinance and current required setbacks to ensure that critical Citywide recovery proceeds in an expeditious manner.

WHEREAS, the City Commission finds these temporary amendments to be necessary to preserve and maintain the public health, safety, and welfare.

WHEREAS, this amendment shall expire upon the sixty-first day following the date of adoption, but may be extended through this procedure, or made permanent through typical Land Development Code amendment procedure at the discretion of the City Commission.

WHEREAS, this Ordinance is exempt from the requirement to prepare a business impact estimate pursuant to Florida Statute 166.041(4)(c).5. as amended through the 2024 session.

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 Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code 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.

SECTION 10. Repeal. This ordinance shall be automatically repealed on the sixty-first day following the date it was duly adopted, but may be readopted through the same procedure if the same conditions and findings exist, or may be made permanent through the typical Land Development Code amendment procedure.

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

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

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. **Bolded** text was added between the first and second reading of this Ordinance. Remaining provisions are now in effect and remain unchanged.

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. **Bolded** text was added between the first and second reading of this Ordinance. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

Sec. 3.10. - Vested rights and nonconformities.

(b) *Nonconforming structures.* Where a lawful structure exists at the time of adoption or amendment of this Code which could no longer be built under the terms of this Code by reason of restrictions on lot area, impervious surface, height, or other such characteristics, such structure may continue to be used so long as it remains otherwise lawful, subject to the following provisions:

- (1) No such structure may be enlarged, altered or improved in a manner which increases its nonconformity, except for the conditions set forth for elevating an existing structure in Section (3)A. below.
- (2) Any nonconforming structure which suffers substantial damage, as defined in this Code, shall only be repaired, restored or reconstructed in a manner which brings the entire structure into compliance with all requirements of this Code and other applicable codes of the city, except as provided in (3)D. below.
- (3) Should such nonconforming structure be moved, either vertically or horizontally, it shall comply with the following:
 - A. The structure shall be moved, vertically only, such that the lowest floor or bottom of the lowest horizontal structural member as applicable to the structure's flood zone is elevated no higher than six inches above the ~~base~~required design flood elevation, as defined and established in the city's flood damage prevention regulations set forth in Chapter 98 of the Code of Ordinances, except that minimum necessary additional height shall be allowed to provide for the construction of a garage underneath any structure which is so moved. The maximum height of the new construction for the garage shall not exceed nine feet from the existing grade of the lot to the bottom of the existing horizontal structural member of the lowest floor. Under no circumstances shall the resulting structure exceed the maximum height allowed by the zoning district.
 - B. The structure shall be moved, horizontally only, such that no additional nonconformities are created, and no existing non-conformities are increased, by such relocation; and
 - C. The structure shall be located on the property so that there is a setback of at least three feet from the nearest property line on all sides of the structure.
 - D. Residential structures considered nonconforming solely by means of setback(s) that suffer substantial damage and are required to be elevated above the floodplain, and for which the requirements of (3)A., B. and C. preceding can be met, may be permitted to elevate **but shall comply with all applicable floodplain management regulations and building codes.** At time of permitting for the elevation the applicant shall demonstrate why the structure cannot be relocated to comply with required setbacks. **The**

Applicant shall also make any reasonable, viable accommodations to increase compliance with those required setbacks during the elevation. In cases where this provision is utilized, any reconstruction of or additions to the structure shall comply with all setbacks required for the structure's zoning district at time of application.

- (4) Any nonconforming structure may be reinforced to make it resistant to hurricanes for the health safety and welfare of the public. These improvements include the addition of hurricane shutters, impact windows and doors, and hurricane straps.
- (5) Ordinary repairs and maintenance may be made to a nonconforming structure provided that such repairs or maintenance do not constitute a substantial improvement as defined in the Land Development Code.

Ordinance 2024-11

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING FOR SIXTY DAYS THE CITY'S LAND DEVELOPMENT CODE DIVISION 3 – ADMINISTRATION OF THE LAND DEVELOPMENT CODE, SECTION 3.10 – VESTED RIGHTS AND NONCONFORMITIES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City is currently in a state of emergency as declared by Executive Orders 24-208, issued September 23, 2024, and 24-214, issued October 5, 2024, as well as local Resolutions 2024-14 and 2024-16.

WHEREAS, both residential and commercial structures City-wide have sustained significant structural and nonstructural damage due to the effects of hurricanes Helene and Milton.

WHEREAS, Section 3.11 of the City Charter and Florida Statutes 166.041(3)(b) permit the City to adopt emergency ordinances in one reading without typical advertising and reading separation requirements.

WHEREAS, this Ordinance is found to be consistent with prohibitions on use of emergency ordinance powers in the aforementioned Charter and Statutes.

WHEREAS, the Land Development Code has, over time, become out of line with the Florida Building Code and City Floodplain Ordinance as it pertains to required height of elevation for residential structures, and the City Commission finds it advantageous to allow limited elevation of residential structures noncompliant with the Floodplain Ordinance and current required setbacks to ensure that critical Citywide recovery proceeds in an expeditious manner.

WHEREAS, the City Commission finds these temporary amendments to be necessary to preserve and maintain the public health, safety, and welfare.

WHEREAS, this amendment shall expire upon the sixty-first day following the date of adoption, but may be extended through this procedure, or made permanent through typical Land Development Code amendment procedure at the discretion of the City Commission.

WHEREAS, this Ordinance is exempt from the requirement to prepare a business impact estimate pursuant to Florida Statute 166.041(4)(c).5. as amended through the 2024 session.

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 Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code 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.

SECTION 10. Repeal. This ordinance shall be automatically repealed on the sixty-first day following the date it was duly adopted, but may be readopted through the same procedure if the same conditions and findings exist, or may be made permanent through the typical Land Development Code amendment procedure.

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

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

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. **Bolded** text was added between the first and second reading of this Ordinance. Remaining provisions are now in effect and remain unchanged.

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. **Bolded** text was added between the first and second reading of this Ordinance. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

Sec. 3.10. - Vested rights and nonconformities.

(b) *Nonconforming structures.* Where a lawful structure exists at the time of adoption or amendment of this Code which could no longer be built under the terms of this Code by reason of restrictions on lot area, impervious surface, height, or other such characteristics, such structure may continue to be used so long as it remains otherwise lawful, subject to the following provisions:

- (1) No such structure may be enlarged, altered or improved in a manner which increases its nonconformity, except for the conditions set forth for elevating an existing structure in Section (3)A. below.
- (2) Any nonconforming structure which suffers substantial damage, as defined in this Code, shall only be repaired, restored or reconstructed in a manner which brings the entire structure into compliance with all requirements of this Code and other applicable codes of the city, except as provided in (3)D. below.
- (3) Should such nonconforming structure be moved, either vertically or horizontally, it shall comply with the following:
 - A. The structure shall be moved, vertically only, such that the lowest floor or bottom of the lowest horizontal structural member as applicable to the structure's flood zone is elevated no higher than six inches above the required design flood elevation, as defined and established in the city's flood damage prevention regulations set forth in Chapter 98 of the Code of Ordinances, except that minimum necessary additional height shall be allowed to provide for the construction of a garage underneath any structure which is so moved. The maximum height of the new construction for the garage shall not exceed nine feet from the existing grade of the lot to the bottom of the existing horizontal structural member of the lowest floor. Under no circumstances shall the resulting structure exceed the maximum height allowed by the zoning district.
 - B. The structure shall be moved, horizontally only, such that no additional nonconformities are created, and no existing non-conformities are increased, by such relocation; and
 - C. The structure shall be located on the property so that there is a setback of at least three feet from the nearest property line on all sides of the structure.
 - D. Residential structures considered nonconforming solely by means of setback(s) that suffer substantial damage and are required to be elevated above the floodplain, and for which the requirements of (3)A., B. and C. preceding can be met, may be permitted to elevate but shall comply with all applicable floodplain management regulations and building codes. At time of permitting for the elevation the applicant shall demonstrate why the structure cannot be relocated to comply with required setbacks. The

Applicant shall also make any reasonable, viable accommodations to increase compliance with those required setbacks during the elevation. In cases where this provision is utilized, any reconstruction of or additions to the structure shall comply with all setbacks required for the structure's zoning district at time of application.

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CITY COMMISSION MEETING CITY OF ST. PETE BEACH COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Recovery Task Force

Action Request: None - for discussion purposes.

Strategic Objective: Natural disaster planning

Date: October 22, 2024

Prepared By: Community Development Department Staff

Through: Frances Robustelli, City Manager

Summary of Issue: Pursuant to Objective 3.2 of the St. Pete Beach Comprehensive Plan Coastal Element, the City Commission shall appoint a task force “to provide preliminary damage assessments and direct post-disaster recovery and redevelopment activities”, consisting of the following activities:

1. Assess preliminary damage reports;
2. Take necessary steps to seek financial assistance from the appropriate state and federal agencies;
3. Authorize immediate clean-up and repairs necessary to protect the public health, safety and welfare;
4. Identify areas within the community where minor, moderate and major damage has occurred;
5. Recommend to the City Commission appropriate hazard mitigation policies that should be implemented in response to the disaster; and
6. Prepare a report evaluating post-disaster redevelopment response and make recommendations for necessary changes to this Comprehensive Plan.

Items 1. through 4. above have been largely completed by staff in the wake of the disaster; staff anticipates the focus of the Task Force would be focused on preparation of hazard mitigation policies and report preparation.

The task force is intended to interrelate hazard and non-hazard mitigation goals during reconstruction decision-making including the following objectives:

1. Enhancement of local recreational and open space opportunities;

2. Enhancement of local public beach access;
3. Enhancement and restoration of local natural ecosystems;
4. Reduction of traffic congestion, noise, and other transportation related problems; and
5. Enhancement of the long-term economic vitality of the local commercial base.
6. Redevelopment and reconstruction of sensitive historic resources.

The following task force members are required:

- City Emergency Management Coordinator – Frances Robustelli, City Manager or designee
- One member of the Building Department – Luke Curtis, Building Official (Recommended) or designee

In addition, staff recommends appointments of at least the following:

- Planning Board Member
- Beach Stewardship Committee Member
- Historic Preservation Board Member
- One representative from a wildlife and/or environmental advocacy organization such as Tampa Bay Watch, Turtle Trackers, or Seabird Sanctuary
- One team member of the Tampa Bay Beaches Chamber of Commerce

Staff also requests an attorney to provide guidance to the Task Force as their work is undertaken.

Appointments and total number of members are at the discretion of the City Commission. Staff anticipates this task force will be most effective with twice-monthly meetings during the early stages of recovery, reducing to monthly or as-needed in later stages.

Funding:

N/A

Attachments: