



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, February 11, 2025
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the February 11, 2025, City Commission Meeting agenda.

2. Helene and Milton Recovery Efforts - Standing Agenda Item -

a. Fire Station 22 Update

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 January 28, 2025, Joint Historic Preservation Board and City Commission Workshop Minutes and City Commission 6:00 p.m. Minutes

b. Proclamations - Renewal State of Local Emergency - Hurricane Helene Approval of Extensions 20 and 21

c. Proclamations - Renewal State of Local Emergency - Hurricane Milton Approval of Extensions 18 and 19

- d. Motion to approve the task order from Stantec Engineering in the amount of \$50,000.00 for the historical designation of 342 properties on Corey Avenue and authorize the City Manager to execute the agreement
 - e. Motion to approve a services agreement with Ferris Pools, Inc. for resurfacing the City of St. Pete Beach Community Center Pool in the amount of \$261,000 and authorize the City Manager to execute the agreement.
 - f. Motion to approve the special event street closure request from Pass A Grille Community Church to host the annual concert series.
 - g. Motion to approve the special event street closure and alcohol for Corey Avenue Business Association sponsored St Patrick's Day event on March 15, 2025.
 - h. Motion to approve the special event street closure for Corey Avenue Business Association Arts and Craft Festivals on the weekends of April 12th, May 31st and December 6th, 2025.
 - i. Motion to approve the Amendment to the Disaster Debris Collection and Removal contract with Aftermath Disaster Recovery, Inc. to add pay item for sand debris final disposal and to authorize the City Manager to execute the Amendment.
 - j. Motion to approve the task order with Halff Associates, Inc., for engineering design services for the Pass-a-Grille Check Valves Project in the amount of \$58,598.99 and to authorize the City Manager to execute the task order.
 - k. Motion to authorize staff to apply for the Florida Commerce Municipal Emergency Bridge Loan program and direct staff to return with a detailed funding request, including loan terms and conditions, once finalized.
5. Action Items -
6. Ordinances -
- a. **Final Reading of Ordinance 2025-01: Amending the City's floodplain management regulations to permanently repeal the one-year cumulative substantial improvement calculation requirement**
AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING THE ST. PETE BEACH CODE OF ORDINANCES SECTIONS 98-35., 98-36., 98-122.4., AND 98-128.4., TO AMEND A PROVISION RELATED TO IMPROVEMENT AND REPAIR OF BUILDINGS IN FLOOD HAZARD AREAS; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.
- Requested Motion: Motion to adopt Ordinance 2025-01**
7. Items for Discussion -
- a. Enterprise Programs -- Mayor Petrila
 - b. Freebee Cost Reduction -- Commissioner Robinson
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 of St. Pete Beach

Fire Station 22 Update



Overview: Station 22

- Located at 1950 Pass-a-Grille Way
- Built in 1974
- Currently houses a maximum of five firefighters with three sharing a bunkroom of less than 160 square feet.
- Serves St. Pete Beach neighborhoods of Belle Vista, Vina Del Mar, Don CeSar Place, and historic Pass-A-Grille along with the surrounding



Pre-Storm Status

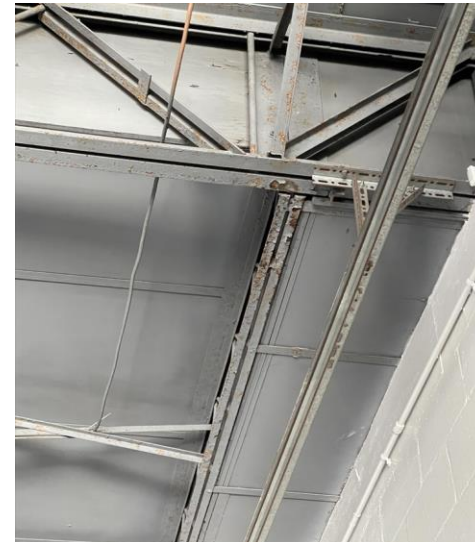
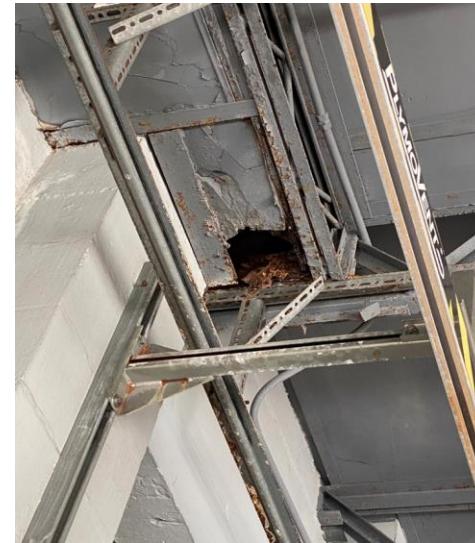
- In 2011 McCarthy and Associates conducted a structural analysis that identified deficiencies including the **inability to withstand minimum hurricane-force winds of 130 mph.**
- The report stated **hardening the structure at a cost of \$350K (2011 dollars) would trigger the FEMA 50% rule.**
- The report recommended **replacing the station** with a Category 5 hurricane-resistant facility to ensure operational continuity during disasters.
- The decision was made to remove the hose tower and provide for some cosmetic repairs (kitchen, paint, flooring).



Pre-Storm Conditions

In addition to these recommendations, the following concerns were noted **and are still cause for concern today:**

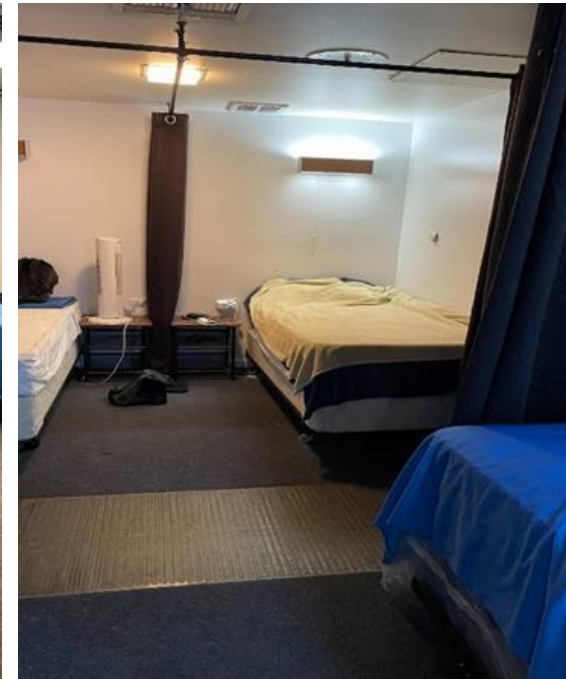
- Seven (7) overhead doors that have not been upgraded to meet current wind load requirements.
- Exterior walls are masonry, with visible damage at the east elevation.
- Apparent leaks at the southwest corner, with damage to the overhead steel joists above an electrical panel.
- North end and south offices consist of brick construction at the offices.
- Evidence of water leaks on the north brick wall, specifically at the windows, with wall damage visible on the inside.
- Construction of the roof systems is particularly susceptible to wind loads.



Pre-Storm Damage

- In 2017 Hurricane Irma delivered a glancing blow to the city.
 - Damage was minimal in comparison to other areas.
 - Catastrophic generator failure.
- Other damage made Station 22 uninhabitable for weeks.
- Relocation to Station 23 caused significant increase in response times.
- In September 2019, the City of St. Pete Beach launched a strategic planning process.
 - One goal of the strategic plan was resiliency.
 - Due to the age, design, and current condition of the existing structure a replacement project was created.

**After 50 years of active use as a fire station,
the structure had unfortunately reached
the end of its useful life.**



Pre-Storm Investments

- With an initial estimate for construction of \$4 million, a \$2 million earmark was attained from the state with the assistance of Representative Linda Chaney.
- The City hired **Sweet Sparkman Architects** to create the design.
- The preliminary design was approved by the Historic Preservation Board as well as the Commission unanimously.
- With inflation, delays, and other factors costs rose to an estimated \$10 - \$12 million.

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



Fiscal Realities

- **Damage is above 50% of the value triggering FEMA compliance, and current building and NFPA code.**
- Bringing the current structure into compliance is not cost effective.
- We have limited grant funding options which are competitively based. Staff with the assistance of FDEM is working to provide more options.
- Shumaker Advisors is assisting with another appropriation request in the amount of \$3 million. Note that similar requests are being made by other first responder organizations.
- Loan-a bond issue is another option.
- Permitting and construction is estimated to take 16 months. Grant rules may require permitting to be complete prior to award.



Financing Options for Fire Station 22

Debt Issuance Type	Par Amount	Interest Rate	Estimated Cost of Issuance	Annual Debt Service Requirement	Total Interest Cost
15 Yr Bank Note	\$12,000,000	4.5%	\$90,000	\$1,121,330	\$4,820,940
20 Yr Bank Note	\$12,000,000	4.7%	\$90,000	\$941,925	\$6,841,320
30 Yr Bond	\$11,990,000	4.32%	\$150,000	\$728,675	\$9,814,915

A report by a FDEM vendor estimated the cost of repairs at \$251,489.30. While the estimate and report is extensive, **it does not bring the structure to current code.**

An internal report in conjunction with the Fire Marshal's office this year listed some of the code deficiencies of the existing structure:



Pre-Storm Code Deficiencies

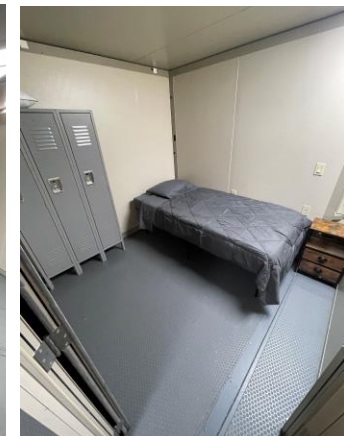
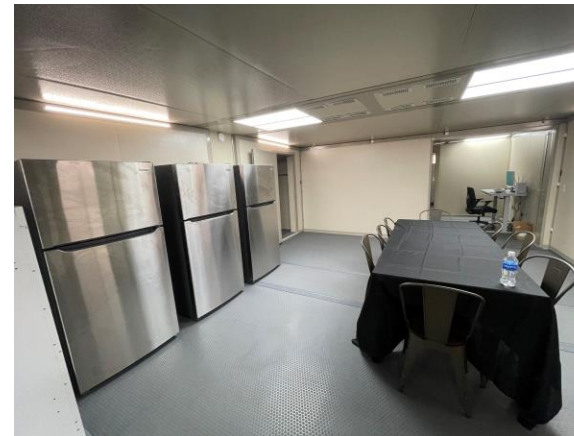
- **Summary of Required Upgrades**
- **To meet NFPA code compliance, Station 22 requires significant modifications, including:**
- **Fire & Life Safety Systems-** Installation of fire alarms, carbon monoxide detectors, sprinklers, and a life safety generator.
- **Structural Modifications-** Separation of sleeping quarters, apparatus bay, and designated contamination zones.
- **Health & Safety Enhancements-** Compliance with NFPA 1500, 1581 standards for infection control, PPE storage, and decontamination areas.
- **Kitchen & Equipment Storage-** Addition of a grease exhaust hood, proper kitchen sinks, and enclosed medical supply storage.
- **Examples:**
- **1. Fire Sprinkler System Installation-** Entire facility requires a new system.
- **2. Structural Modifications-** Reconfiguring living spaces and separating the apparatus bay.
- **3. Life Safety Generator-** Installation of an NFPA 110-compliant emergency power system.
- **4. HVAC & Contamination Control Zones-** Separate HVAC for designated hot, warm, and cold zones.
- **Urgency:** These upgrades are mandatory for occupancy and firefighter safety.

Why Renovation is Not Viable

- Repair Estimate: \$250,000
- New Station Cost: \$12 million
- **Key Factors:**
 - FEMA 50% Rule- Repair costs will exceed 50% of the building value, full compliance with modern codes is required, driving repair costs even higher.
 - Outdated Infrastructure- The existing station does not meet current NFPA, OSHA, ADA, or current Building Code standards.
 - Gender neutral living quarters
 - Best practices for “Hot Zone” design
 - Equipment/Apparatus accommodations
 - Future Growth
 - Hidden Costs of Renovation- Upgrading electrical, plumbing, HVAC, contamination control systems, and hardening the structure to meet current 130 mph wind load requirements would far exceed \$250,000.
 - Often costs nearly as much as a rebuild
 - NFPA data shows construction cost in urban areas average \$1,171.00 per square foot
 - Operational Needs- Even with repairs, the station would not support modern fire service operations efficiently.

Post-Storm → Current State

- Fire staff currently housed in a portable station at The Don Vista.
 - Costs monthly: \$57,000
 - 100% costs currently covered by FEMA.
- February 28th the cost share is split:
 - 75% FEMA | 25% City
- Currently coordinating with new vendor.
 - Delivery and set up: \$47,192.95
 - Recurring costs monthly: \$7,486.30



Temporary Station Considerations

- Limited Space & Functionality- Not designed for long-term fire operations.
- Ongoing Rental Costs- Renting and modifying the space adds financial strain.
- Operational Efficiency- May impact response times and firefighter readiness.
- Uncertain Future- A permanent solution is necessary to maintain service levels.

Staff Recommendations

- Proceed with Demolition- The current station is beyond cost-effective repair.
- Plan for Long-Term Housing- Temporary rented station is not a viable long-term solution.
- Construct a New Station- Ensure compliance with modern fire and safety standards.

Why Now?

- Avoid increased costs and prolonged reliance on temporary housing.
- Firefighter & Community Safety- A modern, code-compliant facility ensures readiness and service efficiency.
- **Request:** Approval to move forward with funding, planning, and constructing a new fire station with an estimated cost of \$12 million.

Next Steps

- Finalize Engineering & Compliance Plans- Confirm cost estimates and regulatory requirements.
- Secure Funding & Approvals- Identify grants, budget allocations, or financing options.
- Develop a Transition Timeline- Ensure a smooth shift to a permanent solution.
- Engage- Maintain transparency with city leadership and the community.

DRAFT
City Commission and Historic Preservation Board Joint Workshop
January 28, 2024
4:00 p.m.

ELECTED/APPOINTED OFFICIALS PRESENT:

Adrian Petrila, Mayor
Joe Moholland, Vice Mayor, Commissioner, District 4
Karen Marriott, Commissioner, District 1
Lisa Robinson, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3 – *(arrived at 4:20 p.m.)*

HISTORIC PRESERVATION BOARD MEMBERS PRESENT:

Bill Loughery, Chair
Tia Hockensmith, Vice Chair
Danielle Dashiell
Sean Hurley
Holly Young

STAFF PRESENT:

Ralf Brookes, Interim City Attorney
Frances Robustelli, City Manager
Amber LaRowe, City Clerk
Brandon Berry, Senior Planner
Tara Salmieri, Plan Active Studio, Consultant – present via Teams

Mayor Petrila called the workshop to order at 4:00 p.m., followed by the Pledge of Allegiance.

1. DISCUSSION

a. Pass-A-Grille Overlay and CRD-EA

Brandon Berry, Senior Planner, gave a presentation to the Commission on the Pass-A-Grille (PAG) Overlay and the CRD-EA. Topics presented included:

- Amendments to the Land Development Code Division 20 – Pass-A-Grille Overlay District and Division 40 – Community Redevelopment District – 8th Avenue (CRD-EA)
- Two-year process to:
 - Better align district standards with purpose and intent
 - Provide more robust design standards with qualified review
 - Prevent unfettered lot consolidation that does not respect historic layout and character
- Major changes to the PAG Overlay District
 - Building to the overlay is a requirement
 - Strengthened standards for design review
 - Driveway in rear when alley greater than or equal to 15 feet
 - Lot consolidation or subdivision requires Historic Preservation Board review
 - No accessory structures in front yard
- Major changes to CRD-EA
 - Design standard implementation
 - Maximum height 35' is measured from grade when structure's first floor is built at grade
 - Screening of rooftop mechanical equipment
 - Design review
 - Maximum building length 80 feet and Historic Preservation Board review of lot consolidation
- Summary of the Planning Board workshop held September 2024

A copy of the presentation is made a part of the record.

The discussion focused on reviewing proposed amendments to historic preservation and zoning regulations, particularly Pass-A-Grille. The Board and Commission were concerned with maintaining the district's historic character while ensuring practical and equitable building regulations.

Key topics included:

1. Building Height & Zoning Considerations:

- Discussion of the height limitations of structures, particularly in the 8th Avenue area, ensuring that new developments align with the historic aesthetic of the neighborhood.
- There was clarification on whether the height measurement starts from grade level or an elevated platform, such as a parking garage, with the consensus that a 35-foot limit from grade is appropriate.

2. Alley Access & Parking Regulations:

- Concerns were raised about preserving alley access for parking rather than allowing curb cuts in front of homes, which could disrupt the historical streetscape and reduce available on-street parking.
- There was a debate on driveways in the rear when an alley is greater than or equal to 15 feet, with the consensus being to leave that in and allow a request for a waiver by an owner if the alley is less than 15 feet.
- Emphasis was placed on maintaining alleys as an essential part of the neighborhood's historic nature and ensuring city maintenance of these pathways.

3. Architectural and Design Review:

- The importance of design consistency to preserve the historic integrity of Pass-a-Grille was emphasized.
- A guidebook was proposed to help builders understand architectural expectations and avoid overly modernized designs that could disrupt the area's character.
- The increasing interest in historic preservation throughout St. Pete Beach was acknowledged, and the potential need for similar guidelines in areas like Don CeSar and Belle Vista was discussed.

4. Expansion of Historic District Considerations:

- Some commercial areas within the historic district are not currently subject to the same zoning restrictions as residential properties.
- The need to review these areas to prevent commercial developments from disrupting the historic aesthetic was mentioned.

5. Public Awareness & Education on Historic Designation:

- There was a shared concern that some homeowners hesitate to seek historic designation due to misconceptions about resale value, insurance, and building restrictions.

The meeting concluded with a consensus to proceed with the proposed changes, particularly the adjustment to alley regulations and the continued refinement of architectural review standards. The Commission supported the amendments and acknowledged the value of preserving Pass-A-Grille's unique character while ensuring functional and equitable building policies.

Mayor Petrila adjourned the meeting at 4:49 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City Commission Meeting
January 28, 2025
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrila, 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:

Ralf Brookes, Interim City Attorney
Becky Vose, Interim City Attorney
Frances Robustelli, City Manager
Amber LaRowe, City Clerk
Brandon Berry, Senior Planner
Mandy Edmunds, Interim Parks and Recreation Director
Denise Sanderson, Interim Community Development Director

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

1. PRESENTATIONS

a. Review of the Special Event Permit Process as it pertains to the Commission

Mandy Edmunds, Interim Parks and Recreation Director, reviewed the presentation included in the agenda packet.

2. APPROVAL OF THE AGENDA

The City Clerk requested that a discussion item on the City Clerk's resignation be added as item 8.e.

Commissioner Marriott requested the removal of Consent Agenda item d as Action Item a.

Mayor Petrila requested the removal of Consent Agenda items l and n as Action Items b and c, respectively.

Motion: Commissioner Rzewnicki moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to approve the amended January 28, 2025, City Commission Agenda.

3. HELENE AND MILTON RECOVERY EFFORTS – STANDING AGENDA ITEM

a. Update on Permitting and Beach Cleanup

Denise Sanderson gave a presentation on recovery efforts. Topics covered in the presentation included:

- Permit processing
- Permit status update
 - 2,544 applications submitted
- Substantial and non-substantial damage determinations
 - 2,883 assessments completed
- Historic preservation applications
 - 26 applications approved
- Long-term housing recovery

- Florida Division of Emergency Management (FDEM) notified of pending award
 - \$300M – Hazard Mitigation Grant Program
 - Open to all applicants
 - \$100M – Flood Mitigation Assistance Swift Current
 - Open to NFIP policyholders only
- Staffing update
- Volunteer program
 - 36 volunteers
 - 2-hour training and 4-hour shifts
 - How to assist homeowners
 - Possible outreach program
- Beach debris update
 - 3 locations identified where sand with debris was moved to the beach
 - City contacted the FL Department of Environmental Protection (FDEP)
 - FDEP to work directly with property owners to resolve

Regarding Tidal Basin and its accuracy, Attorney Brookes stated that he has reviewed their contract and will update the Commission at the next meeting.

Commissioner Robinson requested information on the City's ability to allow “phasing,” as Florida Statute allows.

Commissioner Rzewnicki would like information on any appeals that have gone through the appeal process successfully and more information about the debris in the sand, how it got there, what is happening with the mounds of sand, and how the City is working with FDEP and the Beach Stewardship Committee.

Mayor Petrila addressed the recent mailing of approximately 100 residential code violations. City Manager Robustelli stated that if a resident received a notice and needs assistance with a remedy or more time, please contact the Code Enforcement team. No one will go before the Special Magistrate until April. Courtesy notices will be issued with information on resources available to remedy the issue(s).

4. PUBLIC COMMENT

Leslie Close, a resident representing others of a condo association, spoke regarding the permitting process that has been conveyed to her and others in the condos. She expressed opinions on the lack of consistency in applying for white box permits.

Carolina Leid, a resident, shared her experiences with her recent inspection and inspector despite approval by the Building and Permitting Department.

Deb Schechner, a resident, encouraged residents to reach out to others and be kind.

John Kurzman, a resident, echoed the importance of being kind to each other in this process. He attended a recent meeting at Treasure Island, where the Army Corps of Engineers discussed the erosion control line.

5. CONSENT

- a. Approval of the January 14, 2025, City Commission Executive Session Minutes and the City Commission

6:00 p.m. Regular Business Meeting Minutes

- b. Proclamations - Renewal State of Local Emergency - Hurricane Helene Approval of Extensions 18 and 19
- c. Proclamations – Renewal State of Local Emergency – Hurricane Milton Ratify Extension 16 and Approval of Extension 17
- d. ~~Acceptance of Entities and Stakeholders for Comprehensive Plan Amendments and Community Engagement – moved to Action Item a.~~
- e. Reappointment to the Police Officers’ Board of Trustees
- f. Approval of Lot Split Request No. 24112: 104 12th Ave
- g. Motion to approve the Corey Avenue Special Event street closure request for the weekly Sunday Market, January 2025 through December 2025.
- h. Motion to approve the street closure for the Pass-A-Grille Community Church concert series on February 13 and February 27, 2025.
- i. Motion to approve the Amendment to the Wastewater System Manhole Rehabilitation Agreement with Rowland, Inc. for a one-year extension.
- j. Motion to approve the Amendment to the Wastewater System Point Repairs Agreement with Rowland, Inc. for a one-year extension.
- k. Motion to approve Change Order 2 for the Master Pump Station 1 Rehabilitation Project with TLC Diversified Inc. in the amount of \$43,147.78.
- l. ~~Motion to approve the task order with Kimley-Horn & Associates, Inc. for bid support services for the Gulf Boulevard Phase II Utility Undergrounding Project in the amount of \$15,905. moved to Action Item b~~
- m. Motion to approve the Amendment to the Continuing Contract for Professional Design Services with Halff Associates, Inc., or an additional one-year renewal.
- n. ~~Motion to approve the Amendment to the Continuing Contract for Professional Design Services with Kimley-Horn and Associates, Inc. for an additional one-year renewal. moved to Action Item c~~
- o. Motion to approve the Amendment to the Continuing Contract for Professional Design Services with Stantec Consulting Services, Inc. for an additional one-year renewal.
- p. Adopt Resolution 2025-01 waiving Permit and Plans Examination Fees associated with hurricane-damaged properties for the period of January 15, 2025, through April 22, 2025.

Commissioner Robinson requested that all contracts include the force majeure/act of God clause. Attorney Brookes stated that the following language has been added to all new contracts:

“Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action or catastrophic Internet disturbance making performance inadvisable, economically impracticable, illegal, or impossible.”

He will reach out to current vendors to add an amendment to their contract.

Motion: Commissioner Marriott moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve the amended January 28, 2025, City Commission Consent Agenda.

6. ACTION ITEMS

- a. Acceptance of Entities and Stakeholders for Comprehensive Plan Amendment Community

Engagement

Commissioner Marriott questioned the stakeholder selection process. If someone is not listed, can they still be involved?

Senior Planner Gil Martinez gave the Commission a brief presentation on this project. A copy of the presentation is included in the record. He stated that spring 2025 will be dedicated to public engagement.

Luis Serna, Calvin, Giordano, & Associates, Inc. (CGA) remarked that there will be a concerted effort to ensure attendance. They will reevaluate after each meeting to determine whether effective communication is present. If there is a need to revise, they may consider different days of the week and times to obtain an acceptable level of participation.

Mayor Petrila suggested that at least one community engagement event be allowed virtually.

Attorney Brookes recommended that CGA abide by the Land Development Code and notify properties within 500 feet; Mayor Petrila requested that all condominium associations be contacted.

Motion: Commissioner Marriott moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve item 6.a. acceptance of entities and stakeholders for comprehensive plan amendments community engagement.

b. Motion to approve the task order with Kimley Horn & Associates, Inc. for bid support services for Gulf Boulevard Phase II Utility Undergrounding Project in the amount of \$15,905

c. Motion to approve the Amendment to the Continuing Contract for Professional Design Services with Kimley-Horn and Associates, Inc. for an additional one-year renewal

Mayor Petrila discussed items b and c together. He expressed his concerns about Kimley-Horn doing business with developers and the City. He would like information on the best way for the City to exit the agreements with this contractor. The Commissioners agreed with the Mayor's request for separation from the City.

Motion: Mayor Petrila moved, Commissioner Marriott seconded, and the motion carried 4-1 to approve item 6.b. to approve the task order with Kimley Horn & Associates, Inc. for bid support services for Gulf Boulevard Phase II Utility Undergrounding Project. Commissioner Robinson voted no.

Motion: Mayor Petrila moved, Commissioner Marriott seconded, and the motion carried 4-1 to approve item 6.c. to approve the Amendment to the Continuing Contract for Professional Design Services with Kimley-Horn and Associates, Inc. for an additional one-year renewal. Commissioner Robinson voted no.

7. ORDINANCES

a. First Reading of Ordinance 2025-04 to adopt Code Enforcement Citation Procedure for Specified Civil Infractions of the Code of Ordinances and Land Development Code as an Alternative to a Special Magistrate Hearing

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA FOR THE PURPOSE OF ADOPTING NEW CODE SECTIONS 22-285 THROUGH 22-289 PROVIDING FOR ALTERNATIVE CODE ENFORCEMENT THROUGH A CODE ENFORCEMENT CITATION PROCEDURE; PROVIDING FOR

CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

b. First Reading of Ordinance 2025-02 to adopt New Provisions and Consolidate Existing Provisions to Create a Code of Ordinances Chapter 95 – Beaches, Regulating Operation, Development, Function, and Use of the Beach

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA FOR THE PURPOSE OF ADOPTING A BEACH ORDINANCE; AMENDING THE LAND DEVELOPMENT CODE, DIVISION 25 – COASTAL PROTECTION AND CONSERVATION, SECTION 25.9 – PERMIT REQUIRED; RENUMBERING SECTION 25.10 – PERMITTING PROCEDURES; RENUMBERING SECTION 25.11 – VARIANCES; AMENDING DIVISION 44 – MARINE TURTLE PROTECTION, SECTION 44.3 – PROHIBITION OF ACTIVITIES DISRUPTIVE TO MARINE TURTLES; RENUMBERING SECTION 44.4 THROUGH SECTION 44.9; AMENDING THE CODE OF ORDINANCES, CHAPTER 6 – ALCOHOLIC BEVERAGES, ARTICLE I – IN GENERAL; SECTION 6-5 – CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES; CHAPTER 14 – ANIMALS, ARTICLE I – IN GENERAL, SECTION 14-2 – FEEDING WILD BIRDS IN PUBLIC AREAS; ARTICLE II – DOGS, SECTION 14-35 – PROHIBITED ON SAND BEACHES; RENUMBERING SECTION 14-36 – REGULATIONS FOR DOGS IN APPROVED OUTDOOR SEATING AREAS; AMENDING CHAPTER 58 – PARKS AND RECREATION, ARTICLE I - RECREATION; SECTION 58-1 – DEFINITIONS; ARTICLE II – CITY PARKS AND FACILITIES; SECTION 58-23 – VENDING IN CITY PARKS; RENUMBERING SECTION 58-24 – CAMPING; RENUMBERING SECTION 58-25 – DOMESTIC ANIMALS; AMENDING SECTION 58-26 – PROHIBITED ACTIVITIES IN CITY PARKS; RENUMBERING SECTIONS 58-27 THROUGH 58-31; ADOPTING SECTION 58-31 – SLEEPING DURING NIGHTTIME PROHIBITED; AMENDING CHAPTER 62 – PEDDLERS AND SOLICITORS, ARTICLE II – COMMERCIAL SOLICITATIONS; DIVISION 2 – PERMIT; SECTION 62-59 – APPLICATION; QUALIFICATIONS; CONTENTS; RENUMBERING SECTIONS 62-60 THROUGH 62-65; AMENDING DIVISION 3 – REGULATIONS; SECTION 62-93 – SPECIFIC RESTRICTIONS ON SOLICITATION ON SAND BEACH AREAS; RENUMBERING SECTION 62-94 – PERMITTED HOURS FOR SOLICITATION; RENUMBERING 62-95 – 62-120 – RESERVED; AMENDING CHAPTER 94 – WATERWAYS, ARTICLE III – BEACHES, DIVISION 1 – GENERALLY; SECTION 94-66 – DEFINITIONS; SECTION 94-67 – PENALTIES; SECTION 94-68 – CHAIRS, TABLES, UMBRELLAS; SECTION 94-69 – PICNICS AND FOOD CONSUMPTION; SECTION 94-70 – SLEEPING DURING NIGHTTIME PROHIBITED; SECTION 94-71 – TIKI HUTS; SECTION 94-72 – TEMPORARY STRUCTURES; SECTION 94-73 – VEHICLE PERMITS; SECTIONS 94-74 - 94-79 – RESERVED; DIVISION 2 – BEACH MAINTENANCE REGULATIONS; SECTION 94-101 – REQUIREMENTS; SECTION 94-102 – PROHIBITIONS; SECTION 94-103 – EXEMPTIONS; SECTIONS 94-104 – 94-130 – RESERVED; CREATING NEW CHAPTER 95 – BEACHES; SECTION 95-1 INTENT AND PURPOSE; SECTION 95-2 – DEFINITIONS; SECTION 95-3 – PENALTIES; SECTION 95- 4 – CHAIRS, TABLES, UMBRELLAS; SECTION 95-5 – PICNICS AND FOOD CONSUMPTION; SECTION 95-6 – TIKI HUTS; SECTION 95-7 TEMPORARY STRUCTURES; SECTION 95-8 – VEHICLE PERMITS; SECTION 95-9 – BEACH MAINTENANCE REGULATIONS; SECTION 95-10 – PROHIBITIONS ON SAND BEACH; SECTION 95-11 – ANIMALS PROHIBITED ON SAND BEACHES; SECTION 95-12 – DISTRIBUTION OF HANDBILLS AND OTHER ADVERTISING; SECTION 95-13 – FISHING ON THE BEACH; SECTION 95-14 – FEEDING WILD BIRDS AND SEABIRDS; SECTION 95-15 – FIREWORKS; SECTION 95-16 – MICRO-MOBILITY; SECTION 95-17 – VENDING ON PUBLIC BEACHES; SECTION 95-18 – SOLICITATION; SECTION 95-19 – PROHIBITION OF ACTIVITIES DISRUPTIVE TO MARINE TURTLES; SECTION 95-20 – PERMIT REQUIRED; SECTION 95-21 – SPECIAL EVENTS ON THE BEACH; SECTION 95-22 – TRANSIENT LODGING FACILITIES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Brandon Berry, Senior Planner, presented Ordinance 2025-04 and 2025-02 as they are linked together. Topics discussed included:

- Background/history
- Primary purpose for Code Enforcement citations
 - Fines
 - Appeal process
- Primary purpose for the Beach Ordinance
- Modifications made to the Beach Ordinance since the June 2024 workshop
- Staff modifications to support the modifications made since the June workshop
- Additional changes made to Ordinance 2025-02 since agenda publication
- New regulations:
 - Temporary structure placement and removal
 - Beach vehicles and micromobility
 - Behavior and Conduct
 - Transient lodging alcohol service areas (TLASAs)
 - Direction needed regarding setbacks
 - Staff prepared setbacks based on fixed numbers of 30, 50, and 75 feet from side lot lines, dunes, and the mean high-water line (MHWL)
- Relocation/preservation of existing requirements
- A resolution forthcoming to identify fees for existing and introduced beach permits

Vice Mayor Moholland wants warnings to be discretionary, not a hard and fast requirement or the first step in the citation ordinance. Attorney Brookes will change “shall” to “may” in the ordinances regarding a written warning.

An online payment method to pay for the citations was requested.

Deborah Schechner, a resident, encouraged a better definition of structure and better signage. Would like assurance that the City will be engaging the Sheriff appropriately for these citations.

Motion: Vice Mayor Moholland moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2025-04 with amendments.

The discussion primarily focused on proposed updates to beach regulations, covering tent size restrictions, definitions of public vs. private beaches, business impact assessments, and commercial activity setbacks. Commissioners discussed the need for clear definitions and enforcement of existing rules, particularly regarding the overnight removal of beach chairs and structures to protect wildlife, ensure public safety, and maintain beach aesthetics.

Concerns were raised about the practicality of removing all beach chairs nightly, with suggestions to allow designated storage areas for different properties. There was debate over setbacks for commercial beach activities, balancing business needs with emergency access, ADA compliance, and overcrowding prevention. Some commissioners emphasized the importance of preserving beach views and ensuring accessibility, while others stressed the impact on local businesses.

Other key points included:

- Possible introduction of fees for certain permits.
- Clarification of vending regulations on public and private beaches.

- The potential removal of an electric vehicle requirement due to feasibility concerns.
- The need for business impact assessments before finalizing new regulations.

Commissioners agreed that public input is important before finalizing decisions, particularly regarding setbacks and commercial activity zones. The goal is to create fair and practical regulations supporting residents and businesses while protecting the beach's natural beauty.

Attorney Brookes and staff will:

- Improve the definition of private beaches and include City parks and beaches in the definition of public beaches.
- Bring a resolution for fees for Commission approval
- Add umbrellas, chairs, and tables into the definition of temporary structure and ensure consistency throughout the Ordinance
- Remove electric vehicles required by January 2026
- Work on the definition of cabana alcohol zone and permitted permanent structure, ensure consistency throughout the Ordinance on the definition of cabana and anything rented and provided as an amenity for removal

The Mayor opened public comment.

Robin Miller, Interim CEO of the Tampa Bay Beaches Chamber of Commerce, left a voicemail regarding this Ordinance, which was played into the record.

The following individuals expressed opinions about this Ordinance and the hardship that their businesses, or the businesses they represent, will face if some of the rules/regulations are implemented as written:

- Attorney Kevin Reali of Stearns, Weaver, Miller
- Shaun Kwiatkowski
- Timothy Cannon
- Barbara Ready
- Ed Sheets
- Travis Johnson
- Brad Cochran
- Attorney Elise Batsel of Stearns, Weaver, Miller
- Geoff Click
- Attorney Katie Cole of Hill, Ward, Henderson
- Dave Winkler

The following individuals spoke in favor of this Ordinance:

- Deborah Schechner
- John Kurzman, speaking as a Beach Steward but not as a representative of the entire Beach Stewardship Committee
- BJ Lawson

Motion: Mayor Petrila moved, Commissioner Marriott seconded, and the motion carried 5-0 to extend the Commission Meeting until midnight and to take a 10-minute recess to return at

10:03 p.m.

Mayor Petrila recessed the meeting at 9:53 p.m. and reopened the meeting at 10:06 p.m.

There was an extensive discussion on setbacks for commercial activities, public access, and preservation efforts. Key topics included:

- **Setbacks from the Waterline:** The current 50-foot setback for cabana rentals and alcohol service was debated, with a proposal to increase it to 75 feet. While some commissioners argued for consistency and safety, others raised concerns about restricting hotel operations and creating unclear public-private beach boundaries.
- **Side Setbacks:** A 15-foot setback was proposed to maintain emergency access and prevent overcrowding. Commissioners discussed the impact on hotels with multiple parcels and whether adjustments should be made at the staff level or through a formal variance process.
- **Storage and Environmental Considerations:** Ensuring beach chairs and structures are correctly stored at night was emphasized, particularly in light of recent hurricanes that displaced equipment. Turtle protection and dune preservation were also key concerns.
- **Signage and Alcohol Regulations:** There was a consensus to modify signage requirements so that restrictions on alcohol consumption apply within designated areas rather than creating barriers that could complicate public access. Wristbands for hotel guests were removed as a requirement to streamline enforcement.
- **Special Event Permits:** Concerns were raised about new wording that could require special event permits for private beach activities, such as hotel weddings. Clarifications will be made to ensure routine events remain permitted without additional bureaucracy.

Motion: Commissioner Robinson moved, Vice Mayor Moholland seconded, and the motion carried 3-2 to approve the first reading of Ordinance 2025-02 to include all the changes as mentioned. Commissioners Marriott and Rzewnicki voted no.

c. First Reading Ordinance 2025-05 to adopt New Provisions and Create Code of Ordinances Chapter 46 Article VI Prohibiting Plainly Audible Noise at a Distance in Residential Districts

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA CREATING ADDITIONAL NEW NUISANCE NOISE CONTROL PROVISIONS IN CODE CHAPTER 46 ENVIRONMENT, CREATING NEW ARTICLE VI NOISE PLAINLY AUDIBLE AT A DISTANCE IN A RESIDENTIAL LOCATION, CREATING SECTION 46-160 AUTHORITY AND SCOPE, CREATING SECTION 46-161 FINDINGS OF FACT, CREATING SECTION 46-162 EXCESSIVE NOISE DECLARED A VIOLATION AND THE MEANS AND METHOD OF DETERMINING EXCESSIVE NOISE AND DEFINITION OF RESIDENTIAL LOCATION, CREATING SECTION 46-163 DECLARATION OF PUBLIC NUISANCE AND DECLARATION OF IRREPARABLE AND IRREVERSIBLE NATURE OF NOISE VIOLATIONS, CREATING SECTION 46-164 ENFORCEMENT, CREATING SECTION 46-165 CONSTRUCTION OF ARTICLE, CREATING SECTION 46-166 EXCESSIVE NOISE DETERMINATION UNDER PLAINLY AUDIBLE AT A DISTANCE IN A RESIDENTIAL LOCATION, MEANS AND METHOD, CREATING SECTION 46-167 EXEMPTIONS, CREATING SECTION 46-168 SEVERABILITY; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Attorney Becky Vose gave a presentation to the Commission on this ordinance. She discussed the following:

- Current Code with two alternative standards
- Proposed Ordinance to add a third alternative enforceable noise standard

- Plainly audible standard
- Residential location definition
- Investigating officer determination
- Excessive noise plainly audible is a public nuisance
- As proposed, would be applicable City-wide and is 24 hours a day
- Variations
 - Limited times
 - Different distances for different locations

The Commission debated a proposed noise ordinance to address residents' persistent noise complaints. The discussion centered on balancing quality-of-life concerns with practical enforcement measures.

Key Discussion Points:

- **Audibility Standard:** The proposed ordinance defines a noise violation as any sound plainly audible at 200 feet. Some commissioners raised concerns about this distance, questioning its effectiveness and potential unintended consequences.
- **Time Restrictions:** There was broad agreement that noise restrictions should primarily focus on nighttime hours (10 PM - 7 AM), aligning with the existing decibel-based ordinance. Some suggested maintaining daytime restrictions but adjusting distances.
- **Enforcement Challenges:** Commissioners shared examples of recurring noise disturbances, including live music, residential parties, and commercial activities. They emphasized the need for enforceable regulations that don't rely solely on decibel measurements, which have proven challenging to implement consistently.
- **Exemptions & Special Considerations:** Events like the Sunday Market, City Hall bells, and Little League games were discussed as potential exemptions to ensure community activities aren't unnecessarily restricted.
- **Comparisons to Other Cities:** The City Attorney referenced similar ordinances in places like Cocoa Beach, where noise restrictions vary by time and location. Some Commissioners suggested adopting a tiered approach with different distance requirements for daytime and nighttime.
- **Concerns Over Overreach:** Some commissioners expressed hesitation about imposing restrictions during the day, fearing unintended consequences for businesses and community events. Others countered that habitual offenders—rather than occasional events—are the primary issue.

Motion: Mayor Petrila moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to extend the Commission meeting to 1:00 a.m.

The following individuals expressed their concerns on this Ordinance as proposed:

- Shaun Kwiatkowski
- Gilbert Bolivar
- Attorney Elise Batsel
- John Kurzman

The following individuals spoke in favor of this Ordinance:

- Deborah Schechner
- Ken Hysell

Motion: Vice Mayor Moholland moved, and Commissioner Robinson seconded the motion to approve the first reading of Ordinance 2025-05.

Motion: Mayor Petrila moved, Commissioner Robinson seconded, and the motion carried 3-2 to amend the motion on the floor to allow 200 feet distance between the hours of 10:00 p.m. and 7:00 a.m. and 500 feet for all other times. Commissioners Marriott and Rzewnicki voted no.

The motion on the floor with the amendment passed 3-2, with Commissioners Marriott and Robinson voting no.

8. ITEMS FOR DISCUSSION

a. Decoupling Permits

This was touched on during the hurricane updates.

b. Sign Ordinance Status

Commissioner Robinson requested that vehicle signs be reviewed.

c. Forensic Audit

The City Attorney stated that he is reviewing and forwarding the investigative report to the appropriate agencies.

Resident BJ Lawson read into the record information pertaining to the investigation as found on the JustFOIA public record platform; a copy of the information was made a part of the record.

d. Review of the City Manager's 6-month Performance Evaluation

City Manager Robustelli discussed her and her team's accomplishments in the last six months and their goals for the future.

The Commission complimented the efforts made by the City Manager.

e. City Clerk Resignation (added)

City Clerk LaRowe announced her resignation effective March 24, 2025. She has enjoyed her time working here.

The Commissioners expressed their sadness and complimented Mrs. LaRowe.

The City Clerk and City Manager will work together on advertising for this position.

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

Amber LaRowe, City Clerk – reminded everyone of the Community Meeting on Monday, February 3rd at 5:30 p.m. and the Candidate Forum Night held by the Florida League of Women Voters in Chambers on February 12th at 6:00 p.m.

Vice Mayor Moholland -- thanked the Mayor for drafting the letter to send to the White House regarding FEMA funding.

He mentioned the Frontier line on the Vina Bridge and that the missing lights along 1st and 8th Avenues are being reenergized and replaced by March 15th.

Commissioner Rzewnicki – would like to understand the process of writing letters on City letterhead and sending on behalf of the City.

Attorney Ralf Brookes read the Charter outlining the Mayor's roles, and City Manager Robustelli stated that this type of activity is usually identified in a Commissioner handbook or policy book.

Commissioner Robinson – thanked the Mayor for his letter to the White House.

She emailed Betcinda, Community Development, and the City Manager about an outreach program with volunteers to assist the residents who do not have access to the internet or are not necessarily tech-savvy.

She will be at the Library on February 4th and February 14th.

Commissioner Marriott – the Beach Theater is scheduled to open in August.

She stated that several contractor trucks have been in her District, so she is happy to see that work is getting done and that several residents are back in their homes.

Motion: **Mayor Petrila moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to continue the Commission Meeting to 1:05 a.m.**

Mayor Petrila -- read an invitation he received for his participation in an interdisciplinary Urban Design and Resilience course at the University of Florida at no cost to the City; travel costs are included.

He addressed the letter he issued to the White House and the promises he had made and stuck to as part of his campaign promises; he encouraged the other Commissioners to sign the letter that the City Clerk would mail tomorrow.

Mayor Petrila asked Vice Mayor Moholland to attend tomorrow's BIG-C meeting and let them know they may want to write a similar letter to the White House, having it come from all the barrier islands. He also asked that the BIG-C include verbiage to encourage the President to assist with the Army Corp of Engineers' work with barrier islands and proper beach renourishment.

Mayor Petrila adjourned the meeting at 1:05 a.m. on January 29, 2025.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY
FOR HURRICANE HELENE
(Extension No. 21)**

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 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 February 18, 2025, 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 _____ 2025.

Adrian Petrila, Mayor



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY
FOR HURRICANE HELENE
(Extension No. 20)**

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 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 February 11, 2025, 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 _____ 2025.

Adrian Petrila, Mayor



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY FOR
HURRICANE MILTON
(Extension No. 18)**

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/Hurricane Milton; 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 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 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 February 10, 2025, 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 _____ 2025.

Adrian Petrila, Mayor



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY FOR
HURRICANE MILTON
(Extension No. 19)**

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/Hurricane Milton; 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 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 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 February 17, 2025, 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 _____ 2025.

Adrian Petrila, Mayor

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request: Motion to approve the task order from Stantec Engineering in the amount of \$50,000.00 for the historical designation of 342 properties on Corey Avenue and authorize the City Manager to execute the agreement.

Strategic Objective: Historic Preservation

Date: 2-11-24

Prepared By: Camden Mills, Director Public Works

Through: Frances Robustelli, City Manager

Summary of Issue: The City of St Pete Beach commission approved the execution of an awarded Grant Agreement 25.h.sm.200.070 between The State of Florida, Department of State, Division of Historical Resources and City of St. Pete Beach on 11-19-24 for the project 'Corey Avenue Area Historic Resources Survey' providing historical designation of 342 properties along Corey Avenue in the amount of \$50,000.00.

The City has a task order from Stantec Engineering to execute the work in the amount of \$50,000.00. Stantec has successfully executed a previous historical designation grant survey for the City of St. Pete Beach Don Cesar Neighborhood and Belle Vista for 333 properties in the 3rd Quarter of 2024 on time and completed all assigned documentation and deliverables in a quality manner.

Funding: GL 5401-5310 (State Grant 25.h.sm.200.070)

Attachments:

1. Corey Avenue Area Historic Survey TO Form
2. Corey Avenue Area Historic Survey Scope

3. Corey Avenue Historic Survey Fee Sheet 120324
4. Corey Ave Historic Resource State Grant 25.h.sm.200.070
5. Map of Corey Survey Area Boundaries

ATTACHMENT A
Work Task Breakdown
City of St. Pete Beach
Task No. XX
Corey Avenue Area Historic Resources Survey

I. Staffhour Estimate: All Tasks

Direct Labor Rates Classifications		Project Manager 3	Senior Environmental Specialist	Senior Designer	Project Scientist	Senior Engineering Technician	Scientist	GIS Specialist	Engineering Technician	Secretary/Clerical	Total Hours	Labor Cost
Billing Rate		\$ 240.00	\$ 153.00	\$ 135.00	\$ 124.00	\$ 115.00	\$ 90.00	\$ 85.00	\$ 115.00	\$ 85.00		
Task												
1	Provide Stantec's Credentials and Survey Ti (LS)	1		5							6	\$ 915.00
2	Provide 5 Completed FMSF Forms Including Maps and Photographs and an Outline of the Survey Report (LS)			15	5	5	5	5			35	\$ 4,095.00
3	Provide a Complete Draft Survey Report (LS)		10	91	20			15	4	2	142	\$ 18,200.00
4	Provide a Complete Final Survey Report and 342 new/updated FMSF forms including maps and photographs (LS)	2		72	32	27	35	45		2	215	\$ 24,418.00
56		3	10	183	57	32	40	65	4	4	398	\$ 47,628.00

II. Fee Calculation

Phase	Labor Cost	Expenses	Total Cost
1	\$ 915.00		\$ 915.00
2	\$ 4,095.00	\$ 1,013.50	\$ 5,108.50
3	\$ 18,200.00		\$ 18,200.00
4	\$ 24,418.00	\$1,358.50	\$ 25,776.50
Grand Total	\$ 47,628.00	\$ 2,372.00	\$ 50,000.00

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of St. Pete Beach
25.h.sm.200.070

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of St. Pete Beach hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 25.h.sm.200.070 for the Project "Corey Avenue Area Historic Resources Survey," in the amount of \$50,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3226, contained in the 2025 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Corey Avenue Area Historic Resources Survey," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to hire a professional historic preservation consultant to conduct a historic resources survey in the Corey Avenue neighborhood in St. Pete Beach including a survey report conforming to Chapter 1A-46, Florida Administration Code (FAC), and a minimum of three hundred and forty-two (342) new/updated Florida Master Site File forms (FMSF).

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Submit a copy of the historic preservation consultant's credentials and a survey timeline to the Division for review and approval.	One (1) copy of the historic preservation consultant's credentials; One (1) copy of the survey timeline.	\$12,500
2	Fixed Price	Complete and submit five (5) FMSF forms, including maps and photographs, to the Division for review and approval and submit an outline of the survey report for review and comment.	Five (5) completed FMSF forms, including maps and photographs; outline of the survey report.	\$12,500

Page: 1

3	Fixed Price	Complete and submit a complete and final draft survey report conforming to Chapter 1A-46, FAC, to the Division for review and approval.	One (1) electronic copy of the complete and final draft survey report conforming to Chapter 1A-46, FAC.	\$12,500
4	Fixed Price	Complete and submit a minimum of three hundred and forty-two (342) FMSF forms, including photographs and maps, and a final survey report, conforming to Chapter 1A-46, FAC, to the Division for review and approval. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) electronic and one (1) hard copy of a minimum of three hundred and forty-two (342) FMSF forms, including photographs and maps; One (1) electronic and one (1) hard copy of the final survey report, conforming to Chapter 1A-46, FAC; One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$12,500
Totals				\$50,000

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/24, and shall end 06/30/25, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Alexa Wilson
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6372

Email: Alexa.Wilson@dos.myflorida.com

For the Grantee:

Contact: Lynn Rosetti

Address: 155 Corey Ave St Pete Beach Florida 33706

Phone: 727.744.3783

Email: lrosetti@stpetebeach.org

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com to see if their EFT request is still active. The authorization form is accessible at https://www.myfloridacfo.com/docssf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-depositvendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and

287.058, *Florida Statutes*.

- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
- b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
- c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Survey Projects.

- a) The Grantee shall submit survey project contracts to the Division for review and approval prior to execution.
- b) A 1A-32 permit must be obtained from the Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Division, if applicable.
- c) For historical structure and archaeological survey projects, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to Chapter 1A-46, Florida Administrative Code.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
- b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected. Non-site-specific projects that produce report(s) must include the aforementioned language in the report.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.

- a) **Total Compensation Paid to Non-Profit Personnel Report:**

If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment C, entitled "Total Compensation Paid to Non-Profit Personnel Using State Funds" which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

"State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

- b) **First Project Progress Report** is due by October 31, for the period ending September 30.
- c) **Second Project Progress Report** is due by January 31, for the period ending December 31.
- d) **Third Project Progress Report** is due by April 30, for the period ending March 31.
- e) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

13. Matching Funds. The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local

Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/stateagencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
 - a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
 - c) Costs not consistent with the grant project type, as described in section V.C.2. of the program guidelines and as selected in the application;
 - d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at <https://www.nps.gov/orgs/1739/secretarystandards-treatment-historic-properties> or applicable industry standards;

- g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
- h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs;
- o) Capital improvements to property;
- p) Planning activities for the interior of Religious Properties (Exception: planning related to structural elements of the building. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- q) Planning for accessibility improvements for Religious Properties;
- r) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division;
- s) Equipment
 - 1. Purchase of all equipment directly or indirectly related to the project is non-allowable, even if such equipment is necessary for the completion of the project. Non-allowable equipment includes, but is not limited to, portable sound systems, specialty fixtures and equipment, visual display units, televisions, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and

total stations, anchors and other objects needed to operate boats and ships, pumps, jacks, and other tools, unless specific prior approval has been granted by the Division

2. If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region. Approved special equipment purchased with grant funds that cost more than \$5,000 and have a useful life of more than one year will be returned to the Department at the end of the grant period, prior to final payment

- t) Supplies that will not be consumed in use during the duration of this project;
- u) Maintenance of boats, cars, trailers or other vehicles;
- v) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- w) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- x) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

18. Repayment. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Single Audit Act. Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. Retention of Accounting Records. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years

after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
25. **Accounting Requirements.** The Grantee must maintain their financial records in such a manner that provides a complete record of the use of all grant funds as follows:
 - a) The records must be able to specifically provide an audit trail that traces the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories as approved in the grant application. If Grantee's accounting records accumulate data in a different format than the one specified in this agreement, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - e) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

- 26. Accounting Documentation** For every expense related to the use of grant or match funds and in-kind contributions the Grantee must submit documentation that demonstrates the expense and/or contribution as follows:
- a) For all non-personnel costs, the Grantee must provide invoices/receipts and proof of payment (i.e. canceled/processed checks or bank statements). If these costs are donated in-kind contributions, the grantee must justify the donated value.
 - b) For personnel costs, the Grantee must provide timesheets that are signed by the employee documenting the hours worked, include the cost per hour, and demonstrate a clear relationship to the submitted payment documentation. If donated in-kind, justify the donated hourly value.
 - c) All costs are required to be reconciled using the "Expenditure Log" in DOSgrants.com. All entries in this log must be supported by the documentation requirements described in this section.
- 27. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 28. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 29. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
- 30. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

31. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

32. No Discrimination. The Grantee and their subcontractors may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:

- a) No employee or applicant for employment engaged under this Agreement may be discriminated against because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status

33. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

34. Termination of Agreement.

- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

- c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

35. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

36. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

37. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.

- a) The Grantee must procure all professional services (architects, conservators, historic preservation consultant structural engineers, landscape architects) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.
- b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 37.a. as described above must be procured in the manner described below:
 - 1. Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - i. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices.
 - ii. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - 2. Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.
- c) State entities should follow required procedures set forth in Chapter 287, *Florida Statutes* and Rule 60A 1.002 of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit

organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.

38. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, et seq.), which is incorporated herein by reference.
43. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
44. **Rural Communities.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
45. **Restrictive Covenants.** In accordance with section 287.05805, *Florida Statutes*, for Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee), prior to the release of the first installment of grant funds, **must** grant to the Florida Department of State a security interest in the Real Property at least to the amount of state funds to be provided in the grant agreement. This security interest shall be recorded in the form of a restrictive covenant on the Real Property, active for a

period of fifteen (15) years for Development or active for twenty (20) years for an Acquisition. The Grantee (and the Property Owner, if not the Grantee) shall record the security interest in the office of the clerk of the circuit court of the county, or another office serving as the county recorder as provided by law, in which the Real Property is located.

46. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Single Audit Act Requirements and Exhibit I (Attachment B)
- d) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the 2025 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:

Alissa Lotane, Division Director

Date

Grantee:

By:

Authorizing Official for the Grantee

Typed name and title

Date

Frances M Robustelli

Frances Robustelli, City manager

11/19/2024

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Historic Resources Survey	\$50,000	\$0	\$0
Totals	\$50,000	\$0	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 1. The Department of State through the <https://dosgrants.com/> grants management system.

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

1. The Department of State through the <https://dosgrants.com/> grants management system.
2. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: \$50,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT C

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:			
Title:			
Agency Agreement/Contract #			
Total Contract Amount			
Contract Term:			
Invoice Number			
Invoice Period			
Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.			
Name:			
Signature:			
Title:			
Date:			



SCOPE OF SERVICES - AMENDMENT
Corey Avenue Area Historic Resources Survey

1.0 PROJECT OBJECTIVE

The City of St Pete Beach ("CITY") acquired a grant from the State of Florida, Department of State, Division of Historical Resources (DIVISION) to complete a historic resources survey of the Corey Avenue Area. The City wishes for Stantec Consulting Services, Inc. (CONSULTANT) to move forward with this historic survey to satisfy the grant requirements.

2.0 PROJECT SCOPE OF WORK (SOW)

This Scope of Services includes:

Task 1: Provide Stantec's Credentials and the Survey Timeline

The CONSULTANT will provide resumes detailing staff's credentials to complete the survey and the survey timeline for submission to the Division.

Task 2: Provide Five Completed Florida Master Site File (FMSF) Forms Including Maps and Photographs and an Outline of the Survey Report

The CONSULTANT shall perform field survey and complete five (5) completed FMSF forms including maps and photographs and shall provide an outline of the survey report to the City for submission to the Division.

Task 3: Provide a Complete Draft Survey Report

The CONSULTANT shall prepare and submit one electronic copy of a complete draft survey report conforming to Chapter 1A-46, FAC, to the City for submission to the Division.

Task 4: Provide a Complete and Final Survey Report and a minimum of 342 new/updated FMSF forms including maps and photographs

The CONSULTANT shall prepare and submit one electronic and one hard copy of a complete and final survey report conforming to Chapter 1A-46, FAC, and a minimum of 342 new/updated FMSF forms including photographs and maps to the City for submission to the Division. Recommendations in the report will be consistent with the *Secretary of the Interior's Guidelines*.

3.0 SCHEDULE OF DELIVERABLES

The City will pay the CONSULTANT a total lump sum amount for this contract as noted in Section 8.0. Payments will be made to the CONSULTANT upon submission and completion of deliverables based on the schedule below.

Deliverables	Date	Payment
Provide CONSULTANT Credentials and the Survey Timeline	February 1, 2025	\$12,500

Provide Five Completed Florida Master Site File (FMSF) Forms Including Maps and Photographs and an Outline of the Survey Report	March 1, 2025	\$12,500
Provide a Complete Draft Survey Report	May 1, 2025	\$12,500
Provide a Complete and Final Survey Report and a minimum of 342 new/updated FMSF forms including maps and photographs	June 1, 2025	\$12,500

4.0 SERVICES NOT INCLUDED

- Site plans of individual buildings.
- Civil or structural design services.
- Survey, geotechnical or other professional services.
- Public meetings.

5.0 ADDITIONAL SERVICES

The CONSULTANT will provide additional services whenever requested in writing by the CITY based on a negotiated lump sum or not-to-exceed amount.

6.0 CITY RESPONSIBILITIES

The CITY will provide the following for the CONSULTANT to use and rely on:

- A letter explaining the project for the CONSULTANT to provide to owners/occupants within the survey area, as necessary.
- Existing data, reports, etc. in support of preparation of the survey and report.
- Coordination with local law enforcement agencies advising them of the project and upcoming survey effort.

7.0 COMPENSATION

For the above-described SCOPE OF SERVICES, the CITY will compensate the CONSULTANT a lump sum amount of \$50,000.00. The cost will not exceed the grant amount. A detailed fee breakdown is included in Attachment A.

8.0 NO DISCRIMINATION

Per the grant award agreement, the CONSULTANT may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status.



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	December 3, 2024
<i>Firm Selected for Task</i>	Stantec Consulting Services, Inc.
<i>Task (Project) Name</i>	Corey Avenue Area Historic Resources Survey
<i>Task Description (and other relevant details)</i>	The purpose of the task is to provide a minimum of 342 new/updated Florida Master Site File (FMSF) forms and a Historic Survey Report conforming to Chapter 1A-46 to satisfy grant requirements of the State of Florida, Department of State, Division of Historical Resources.
<i>Task Budget</i>	\$50,000.00
<i>Conflict of Interest</i>	No.
<i>Task Order Completion Date</i>	July 1, 2025

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

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

Acknowledgement of Task Order:

 Frances Robustelli
 City Manager
 City of St. Pete Beach

 Date

 Signature
Christopher P. Gamache

 Date

 Name
Principal
 Title
Stantec Consulting Services, Inc.

 Camden Mills
 Assistant Public Works Director
 City of St. Pete Beach

 Date

 Firm

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

Agenda Report

Agenda Title Name: Motion to approve a services agreement with Ferris Pools, Inc. for resurfacing the City of St. Pete Beach Community Center Pool in the amount of \$261,000 and authorize the City Manager to execute the agreement.

Action Request: Approve a services agreement with Ferris Pools, Inc. for resurfacing the City of St. Pete Beach Community Center Pool in the amount of \$261,000 and authorize the City Manager to execute the agreement.

Strategic Objective: Meeting the recreational needs of the community.

Date: February 11, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: This service agreement with Ferris Pools, Inc. covers the resurfacing of the St. Pete Beach Community Center Pool, marking its first scheduled resurfacing since its opening in 2007. The project was included in the approved Capital Improvements Budget with an allocation of \$250,000. The total project cost is \$261,000, exceeding the budget by \$11,000. Upon approval, additional funding will be transferred from the Egan Park improvements CIP project to cover the overage.

Funding: Capital Improvement

Attachments: 1. Ferris Agreement - Final

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

City Pool Resurfacing and Repair

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Ferris Pools, Inc. (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 [Insert Date] 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 \$261,000.00.
- 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 3 months of the agreement.
10. Term. This Agreement will remain in effect for a period of (1) one year from the Effective Date.
- a. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. 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.

17. 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.”

18. 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.

19. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services 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.

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

- a. Florida public records law (Exhibit “A”)
- b. Request for Bid (Exhibit “B”)
- c. Vendor Proposal (Exhibit C)

21. 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:

Ferris Pools, Inc.
5943 5th Avenue South
St. Petersburg, FL 33707

As to City:

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

With Copy To:

Ferrispools@gmail.com

With Copy To:

cityattorney@stpetebeach.org

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

23. 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.

24. 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.

25. **No coercion for labor or services (“Human Trafficking”) Sworn Statement.** Pursuant to Sections 787.06(13), Florida Statutes (2024), the Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows: “Coercion” means:

- a. Using or threatening to use physical force against any person.
- b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will,
- c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for a debt, if the value of the labor or services are reasonably assessed is not applied toward the liquidation of the debt, the length of nature of the labor or services are not respectively limited and defined;
- d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- e. Causing or threatening to cause financial harm to any person;

- f. Enticing or luring any person by fraud or deceit, or
- g. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

Pursuant to Sections 787.06 and 92.525, Fl. Stat., and under penalties of perjury, Contractor declares that Contractor has read the foregoing including sworn statement that the Contractor sears under penalty of perjury that the Contractor does not use coercion for labor or services (“Human Trafficking”) and the facts state in it are true

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.

Ferris Pools, Inc.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Jason Ferris

By: Frances Robustelli

Its: .Owner

Its: City Manager

Date: 1/26/25

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Request for Bid behind this page)



**City of St Pete Beach
Request for Bid**

**City Pool Resurfacing
and Repair**

**Bids due on or before
1/9/2025 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	12/04/2024	8:00 AM
Pre-Bid Meeting (MANDATORY)	12/12/2024	10:00 AM
Deadline for Question Submission	12/20/2024	10:00 AM
Bid Receiving Deadline	01/09/2025	9:00 AM
Bid Opening	01/09/2025	10:30 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Commercial Pool Resurfacing and Repair .

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

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

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

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

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

COMPANY: _____	DATE: _____
ADDRESS: _____	PHONE: _____
BIDDER: _____ (SIGNATURE)	NAME: _____ (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

SUBMIT BID TO:

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

III. Equipment List

[

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified contractor to perform Commercial Pool Resurfacing and repair when needed |

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for “**Pool Resurfacing and Repair**” SUBMITTALS

Bid documents must include a signed/notarized Contractor’s Bid Submittal (Page 3), Fee Schedule, References, Contractor’s license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City’s Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

MANDATORY PRE-BID MEETING

A **MANDATORY** pre-bid meeting will be held on **12/12/2024 at 10:00 AM EST** in person. Please contact the City’s Procurement Manager (jtaylor@stpetebeach.org) for a meeting location. |

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 EST on 12/20/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until 1/9/2024 at 9:00 AM EST (Deadline). No bids shall be accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be electronic via DemandStar or Bonfire. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: "City Pool Resurfacing and Repair"

CONTACT INFORMATION

John Taylor – Procurement Manager

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

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SCOPE OF WORK

The City of St. Pete Beach's Pool needs resurfacing and repair. This is a commercial pool which holds approximately 149K gallons of water

DETAILED SPECIFICATIONS

Items for repair and review:

- A. Drain Pool and Control Ground Water
- B. Seal crack in beam with concrete repair epoxy
- C. Install new Non-Skid racing lanes and targets
- D. Install new nonoskid step tile
- E. Install new Handrail
- F. Install new floor fittings
- G. Install 5 new 18" X 18" man drain grates
- H. Remove "finish line pole, install new anchor to secure and weld extension on pole to "even out" Finish line.
- I. Prepare pool and gutter surfaces for new Finish.
- J. Apply SGM Bond Cote bonding agent for proper adhesion
- K. Install Level 1 Pebble tec or Pebble sheen pool finish on pool interior
- L. Fill Pool with clean city water provided by City. City to turn water off once filled
- M. Provide chemical start up service.

Also needed to provide:

- A. Pull all play features to build new bases for features to bolt to.
- B. Replace all damaged chains, nuts, bolts and Brackets
- C. Repair Expansion Joint
- D. Repair and Replace damaged Pool Lights and assembly. Replace all screws, etc.
- E. Repair cracks in the gutter seams
- F. Repair or replace damaged rails that the gutter sits on (unit price per square foot)
- G. Make sure all ladders and railing are up to Code.
- H. Replace all Escutcheons
- I. Clean and polish grates and all pool surfaces
- J. Replace all hydro relief valves
- K. Inspect and replace all inlet portals as needed

- L. Repair damaged stainless steel pole(s) by the kiddy rope fence and replace escutcheons
- M. Replace depth markers
- N. Bring pool up to ADA requirements

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector. |

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Public Works Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

|The Contractor is expected to be available to start immediately following contract execution.

COMPLETION OF WORK

The work will be completed and ready for final inspection within three (3) months from contract execution. |

EXAMINATION OF SITE

Bidders may visit specific areas with advanced notice.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

50% Performance Payment Bond Required

BID BOND

5% Required. |

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions

or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount or Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.
- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of

any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses (if applicable) at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated. All payments will be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work not remedied
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims
- c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor

- d) A reasonable doubt that the Contract can be completed for the balance then unpaid
- e) Damage to another Contractor
- f) Failure of the Contractor to keep their work progressing in accordance with their time schedule

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An

approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach, and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations, or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site, including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities, and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a

person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on

estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

- 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.
- 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.
- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- 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 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

SUBMITTAL WITHDRAWAL

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

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

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

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 this Agreement immediately upon written notice to the vendor.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

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

[]

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization, telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

[]

]

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

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

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

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

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

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

at: _____
(Business address)

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

(FEIN)

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

(SSN)

by the individual signing this sworn statement:

(Signature)

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

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

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

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

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm)

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

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

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

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

VIII. SPECIFICATIONS

IX. SAMPLE AGREEMENT

(Sample Agreement behind this page.)

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

[Enter Contract Name]

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Vendor Name. (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 [Insert Date] 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 \$(enter \$ amount).
 - 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 [enter date] 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 services 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. Request for Bid (Exhibit “B”)

c. 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:

With Copy To:

Insert Vendor email address

As to City:

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

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.

City of St. Pete Beach:

Signature: _____

Signature: _____

By:

By: Frances Robustelli

Its: .Project Manager

Its: City Manager

Date: [_____]

Date: [_____]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Request for Bid behind this page)

Exhibit “C”

(Place Vendor’s Bid Behind this Page)

]

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

ESTIMATE

Ferris Pools Inc
5943 5th Ave S
Saint Petersburg, FL 33707-1609

ferrispools@gmail.com



Bill to
St. Pete Beach
City of St. Pete Beach
155 Corey Avenue
Florida
attn: Jennifer
St. Pete Beach, FL 33706-1839

Ship to
St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706-1839

Estimate details

Estimate no.: 1001
Estimate date: 01/06/2025
Expiration date: 02/06/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Services	Pool Remodel RFB - includes leak detection, install temporary fencing, provide 20 yrd. roll off dumpster, hand clean stainless steel gutters (Ferris Pools can not guarantee rust removal), draining, undercutting tile and fittings, remove hollows, installing new step tiles to code, replacing northeast handrail to be the same height as others, redo expansion joint, remove umbrella and tipping bucket play features, rebuild play feature pool base, weld 10 feet of return gutter and 65 feet of gutter grate framework, epoxy inject around one shallow end stantion post anchor, install new light repair mud ring for northeast underwater light, install new Lawson aquatic 10 yr. main drain grates, install new white products (eyeballs for shallow ends, floor return inserts, hydrostatic plugs), apply bond kote to surface, reinstall play features, apply marquis blue stone pool finish, expose new pool finish and balance water chemistry		\$261,000.00	\$261,000.00
2.		polish stainless steel gutters to marine grade add \$23,000			
3.		replace all lane line tile with new tile add \$40,000			

4. install all new ladders and handrails and
\$15,000
5. epoxy inject 95 feet of cracks on pool beam
add \$10,000
6. upgrade to pebble quartz pool finish add
\$10,000
7. upgrade to pebble sheen add \$35,000
8. new handicap lift to replace existing add
\$13,000
9. upon acceptance one quarter will be due
upon delivery of roll off, temporary fencing,
and draining. the second quarter shall be
due upon all undercutting demo. the third
quarter shall be due upon all play feature
base rebuild or tile installation. the final
payment shall be due upon substantial
completion

Total

\$261,000.00

Expiry
date

02/06/2025

Accepted date

Accepted by

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

Agenda Report

Agenda Title Name: Motion to approve the special event street closure request from Pass A Grille Community Church to host the annual concert series.

Action Request: Approve the special event street closure request from Pass A Grille Community Church to host the annual concert series.

Strategic Objective:

Date: February 11, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: Staff requests a motion to approve the temporary street closure of 16th Avenue, between Pass-A-Grille Way and Gulf Way, for Pass-A-Grille Community Church to host three outdoor concerts. The scheduled event dates are March 13, March 27, and April 10, 2025. The church has submitted all required documentation, including a valid Certificate of Insurance, Hold Harmless Agreement, and completed event applications. Attendance is expected to range from 250 to 500 people per event. Setup will begin at 4:00 PM, with cleanup concluding after 9:00 PM. No alcohol will be sold at these events.

Funding: Not Applicable

Attachments:

1. PAG Community Church - Mar and Apr Concerts
- Commission approval needed

Mandy Edmunds

From: noreply@civicplus.com
Sent: Tuesday, January 28, 2025 9:46 AM
To: Mandy Edmunds; Kelly Intzes; Amber LaRowe
Subject: Online Form Submittal: City of St. Pete Beach Event Application

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

City of St. Pete Beach Event Application

Step One



City of St. Pete Beach Event Application

Applicant

Name of Applicant:	Bradley Miller
Title (If applicable:)	<i>Field not completed.</i>
Name of Organization (if applicable):	Pass-A-Grille Beach Community Church
Tax Exempt? (Yes or No)	y

Non-Profit? (Yes or No) y

If yes on either please provide documentation

Mailing Address: 107 16th Ave

Cell Phone: 314-277-8454

Email Address: bwmiller987@icould.com

Event Information

Event Title: Spring Concert Series

Event/Organization Web Address: www.pagchurch.org

Event Location(s): 107 16th Ave St. Pete Beach 33706

Event Date & Time (Start & Finish) 3/13/2025 4:00 PM - 3/13/2025 9:00 PM

Event Date & Time (If extra time is necessary) 3/27/2025 4:00 PM - 3/27/2025 9:00 PM

Event Date & Time (If extra time is necessary) *Field not completed.*

Set Up Date: 3/13/2025 4:00 PM

Cleanup Date 3/27/2025 8:45 PM

Description of Event: Concerts on the pavilion/donations will be accepted for food pantry and hurricane relief

Will this be an Annual Event? (Yes or No) yes

If yes, next year's date(s): about the same dates on Thursdays-TBD

Step Two

Event Logistics

Estimated Attendance This Year: 300

Last Years Attendance (If 250
applicable):

Under City Ordinance Section 26-33 any special event which is consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3
hours): \$50.00

Special event fire vehicle per hour per vehicle (minimum of 3
hours): \$25.00

List all event activities: concerts/dancing/donations

Electricity Needed: (Yes or No) yes

Source: church electric

Will portable restrooms be used? (Yes or No) no

If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? (Yes or No) no

If yes (include on site plan)

If Dumpsters are needed, how many? *Field not completed.*

Size? *Field not completed.*

Install & Removal Date *Field not completed.*

Entertainment? (Detail type, bands, DJs, dancers, clowns, etc) bands

Parking Plan (please be detailed and include on site map):

church parking lots/metered parking if necessary

Food and Beverage:

Will alcohol be served or sold? No Alcohol

Will there be food trucks? No

If yes, please list the truck/trailer vendors *Field not completed.*

Other Food Vendors that are not a truck or trailer (If applicable) *Field not completed.*

Step Three

List all other vendors (art, crafts, clothes, etc, if applicable): n/a

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: n/a

Stage/Platforms: n/a

All temporary structures that cover an area greater than 120 sq. ft. including connecting spaces with a common area means of egress or entrance that are used for the gathering together of 10 or more persons shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Official. The application should include a site plan indicating the location of the structure and information delineating the means of egress and the occupant load. FBC 3103. The Building Official gives permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. All temporary power must comply with FFPA 70 NEC Article 590.

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? (Yes or No)

no

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures? (Yes or No)

yes

Road 16th ave

Start Intersection PAG Way

Stop Intersection Gulf Way

Date & Time 3/13/2025 4:00 PM - 3/13/2025 9:00 PM

Road 16th ave

Start Intersection PAG Way

Stop Intersection Gulf Way

Date & Time 3/27/2025 4:00 PM - 3/27/2025 9:00 PM

Road *Field not completed.*

Start Intersection *Field not completed.*

Stop Intersection *Field not completed.*

Date & Time *Field not completed.*

Signage/Banners: yard signs throughout the area

City Equipment:

Please indicate the number needed for your event, if none, please put a zero (0).

Barricades	4
Cones	<i>Field not completed.</i>
Trash Bins	<i>Field not completed.</i>
Document Upload	2025 event permit attachments.pdf

Step Four

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department within the City of St. Pete Beach may result in a denial of my request.

First Name	Bradley
Last Name	Miller
Electronic Signature Agreement	I agree.
Electronic Signature	Bradley Miller
Date:	01/28/2025

Corporation Name: (if applicable) Pass-A-Grille Beach Community Church

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IB events: Non-Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

Attendance	Type IA	Type IB	Type IIA	Type	
IIB	Type III				
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD
250-					
500	\$50.00	\$100.00	\$250.00	\$350.00	TBD
501-					
999	\$75.00	\$150.00	\$500.00	\$650.00	TBD
1000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD

OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are \$25 per permit.

Vehicle on the Beach permits is \$15.

Fire Department stand – by is \$125 per hour with a minimum of 3 hours (1 crew and vehicle)

Step Five

City of St. Pete Beach Event Application Checklist

– Application will be sent back to applicant if all the highlighted information is not provided.

Please Include:

Site Plan: Maximum Size of 8.5" x 11" including the following information

- ☐ Location of food vendor area (s)
- ☐ Tent locations and sizes
- ☐ Location of food truck/trailers
- ☐ Location of stage
- ☐ Fuel storage/dispensing areas
- ☐ Emergency access routes for LEO and Fire
- ☐ Location of vending booths
- ☐ Location of fire extinguishers & other life safety equipment
- ☐ Description of sound amplification facilities or equipment
- ☐ Location of alcoholic beverage consumption areas and vending
- ☐ Location of Generators
- ☐ Identify any fences/gates around the event
- ☐ Table, chair and equipment layout
- ☐ Location of portable restrooms
- ☐ Location of designated protest area (if applicable)

Traffic & Parking Plan w Map that includes: vendor parking, handicap parking, shuttle routes and times, shuttle drop off/pick up, and ride share drop off and pick up.

Public Health Plan: Address plans for hand washing, signs and messaging regarding public health (social distancing, wash hands etc), face coverings, cleaning, disinfection, food service, shared objects and adequate supplies like soap, water, hand sanitizer containing at least 60 percent alcohol, paper towels, tissues, disinfectant wipes, cloth face coverings (as feasible), and no-touch trash cans.

Safety Plan that includes vendor load in and out times

Certificate of Insurance

Copy of Impact Letter if closing streets for an event

Written authorization from all private properties that are included in the event plan (if applicable)

Outdoor Cooking Permit Application (if applicable)

Temporary Structure Permit Application (if applicable)

Building Permit Application (if applicable for stages)

Vehicle on the Beach Permit Application (if applicable)

Beach Fire Permit Application (if applicable)

Tax Exempt Documentation (if applicable)

Non-Profit Documentation (if applicable)

Email not displaying correctly? [View it in your browser.](#)

Mandy Edmunds

From: noreply@civicplus.com
Sent: Tuesday, January 28, 2025 1:20 PM
To: Mandy Edmunds; Kelly Intzes; Amber LaRowe
Subject: Online Form Submittal: City of St. Pete Beach Event Application

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City of St. Pete Beach Event Application

Step One



City of St. Pete Beach Event Application

Applicant

Name of Applicant:	Bradley Miller
Title (If applicable:)	<i>Field not completed.</i>
Name of Organization (if applicable):	Pass-A-Grille Beach Community Church
Tax Exempt? (Yes or No)	yes

Non-Profit? (Yes or No) yes

If yes on either please provide documentation

Mailing Address: 107 16th ave

Cell Phone: 314-277-8454

Email Address: bwmiller987@icould.com

Event Information

Event Title: Spring Concert Series

Event/Organization Web
Address: www.pagchurch.org

Event Location(s): 107 16th Ave

Event Date & Time (Start
& Finish) 4/10/2025 4:00 PM - 4/10/2025 9:00 PM

Event Date & Time (If
extra time is necessary) *Field not completed.*

Event Date & Time (If
extra time is necessary) *Field not completed.*

Set Up Date: 4/10/2025 4:00 PM

Cleanup Date 4/10/2025 9:00 PM

Description of Event: Concert on the pavilion/donations will be accepted for food pantry
and hurricane relief

Will this be an Annual
Event? (Yes or No) yes

If yes, next year's date(s): about the same dates on Thursdays-TBD

Step Two

Event Logistics

Estimated Attendance 500
This Year:

Last Years Attendance (If applicable): 500

Under City Ordinance Section 26-33 any special event which is consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

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List all event activities: concert/dancing/donations

Electricity Needed: (Yes or No) yes

Source: church electric

Will portable restrooms be used? (Yes or No) no

If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? (Yes or No) no

If yes (include on site plan)

If Dumpsters are needed, how many? *Field not completed.*

Size? *Field not completed.*

Install & Removal Date *Field not completed.*

Entertainment? (Detail type, bands, DJs, dancers, clowns, etc) bands

Parking Plan (please be detailed and include on site map):

church parking lots/metered parking if necessary

Food and Beverage:

Will alcohol be served or sold? No Alcohol

Will there be food trucks? No

If yes, please list the truck/trailer vendors *Field not completed.*

Other Food Vendors that are not a truck or trailer (If applicable) *Field not completed.*

Step Three

List all other vendors (art, crafts, clothes, etc, if applicable): *Field not completed.*

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Field not completed.*

Stage/Platforms: *Field not completed.*

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Do you need to have a vehicle on the beach for your event? (Yes or No) no

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Does Event require any Road or Sidewalk Closures? (Yes or No) yes

Road 16th ave

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Stop Intersection Gulf Way

Date & Time 4/10/2025 4:00 PM - 4/10/2025 9:00 PM

Road *Field not completed.*

Start Intersection *Field not completed.*

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Signage/Banners: yard signs throughout the area

City Equipment:

Please indicate the number needed for your event, if none, please put a zero (0).

Barricades	4
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Safety Plan that includes vendor load in and out times

Certificate of Insurance

Copy of Impact Letter if closing streets for an event

Written authorization from all private properties that are included in the event plan (if applicable)

Outdoor Cooking Permit Application (if applicable)

Temporary Structure Permit Application (if applicable)

Building Permit Application (if applicable for stages)

Vehicle on the Beach Permit Application (if applicable)

Beach Fire Permit Application (if applicable)

Tax Exempt Documentation (if applicable)

Non-Profit Documentation (if applicable)

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* Public Restrooms

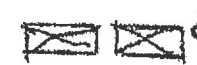
BARBICUES

HURLEY PARK

BARBICUES

16th AVENUE

ALLEY



ALLEY

SIDEWALK

CHURCH

* PARKING

addition parking on 17th Ave lot

ALLEY

CHURCH PROPERTY

COVERED

PAVILION

Band

Church building

Restrooms inside

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

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

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

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

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

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

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

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

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

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

Permit Holder

City of St. Pete Beach:

Signature: 

Signature: _____

By: Kristy Davis

By: _____

Date: 1/2/2025

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 110 Franklin Road, Suite 1100 Roanoke VA 24011	CONTACT NAME: PHONE (A/C, No, Ext): 877-597-8247 E-MAIL ADDRESS:	FAX (A/C, No):
INSURED U006500 Pass-A-Grille Beach Community Church 107 Sixteenth Avenue St. Pete Beach, FL 33706	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: Lexington Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19437 19437

COVERAGES**CERTIFICATE NUMBER:** 1730400420**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	11971558 048409888	1/1/2025 1/1/2025	1/1/2026 1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Please contact your Insurance Board Agent, United Church Insurance Services at 877-597-8247 for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.
The Certificate Holder is included as Additional Insured under the General Liability if required per written or oral contract.

RE: Spring Concert Series

CERTIFICATE HOLDER**CANCELLATION**

The City of St Pete Beach 155 Corey Ave St. Pete Beach FL 33706 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>H. Andrew Perry</i>
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**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Motion to approve the special event street closure and alcohol for Corey Avenue Business Association sponsored St Patrick's Day event on March 15, 2025.

Action Request: Approve the special event street closure and alcohol for Corey Avenue Business Association sponsored St Patrick's Day event on March 15, 2025.

Strategic Objective:

Date: February 11, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: CABA requests approval for a street closure and alcohol consumption on a city street for their annual St. Patrick's Day event on Corey Avenue. This year's event is scheduled for Saturday, March 15, 2025, from 10:00 AM to 10:00 PM. Street closures will affect the 300 block of Corey Avenue, between Boca Ciega Drive and Blind Pass Road. Event setup will begin at 7:00 AM on March 15, with cleanup completed by 12:00 AM on Sunday, March 16, 2025.

Funding: Not Applicable

Attachments: 1. CABA St Patricks Day special event application

* must clear street Sat. night or
cancel Sun. market

- port o lets
tents



City of St. Pete Beach Event Application

Applicant

Name of Applicant: Ken Hautmann Title (if applicable): President

Name of Organization (if applicable): Corey Avenue Business Associatin (CABA)

Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO *If yes on either, please provide documentation*

Mailing Address: 363 Corey Avenue, St. Pete Beach, FL 33706

Cell Phone: 727-698-6014 Email: ken@chillstpetebeach.com

Event Information

Event Title: St Patricks Day Street Closure Event/Organization Web Address: coreyave.com

Event Location(s): Corey Avenue between Boca Ciega Drive and Blind Pass

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>March 15th 2025</u>	<u>Saturday</u>	<u>10:00 AM</u>	<u>10:00 PM</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Set Up Date(s): Saturday March 15th, 2025 Time(s) 7:00 AM to 10:00 AM

Cleanup Date(s): Saturday March 15th 2025 Time(s) 10:00 PM to 12:00 AM

Description of Event: Annual St Patricks Day Celebration

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): Saturday March 14th 2026

Event Logistics

Estimated Attendance

750

750

(includes event crew, participants, and spectators)

This Year

Last Year (if Applicable)

Under City Ordinance Section 26-33 any special event which consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours):	\$50.00
Special event fire vehicle per hour per vehicle (minimum of 3 hours):	\$25.00

List all event activities:

Electricity Needed ☒ Yes ☐ No Source: City electric boxes on Corey Avenue

Will portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)

How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) Live Entertainment On Stage. See Attached

Parking Plan (please be detailed and include on site map): See Attached. Ride Sharing will be encouraged

Food and Beverage:

Will alcohol be served or sold? ☒ Served ☐ Sold ☐ No Alcohol

Will there be food trucks? ☐ Yes ☒ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

- | | |
|----------|---|
| 1. _____ | St Pete Beach Food Truck Permit # _____ |
| 2. _____ | St Pete Beach Food Truck Permit # _____ |
| 3. _____ | St Pete Beach Food Truck Permit # _____ |
| 4. _____ | St Pete Beach Food Truck Permit # _____ |

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer

List all other vendors (art, crafts, clothes, etc) _____

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan.
16 foot Trailer stage

All temporary structures that cover an area greater than 120 sq. ft. including connecting spaces with a common area means of egress or entrance that are used for the gathering together of 10 or more persons shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Official. The application should include a site plan indicating the location of the structure and information delineating the means of egress and the occupant load. FBC 3103. The Building Official gives permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. All temporary power must comply with FFPA 70 NEC Article 590.

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☒ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
Corey Avenue	Blind Pass	Boca Ciega Blvd	March 15th 2025	7am to 12am
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

8 _____ Barricades

_____ Cones

20 _____ Trash Bins

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Ken Hautmann

Print Name

CABA

Corporation Name (if applicable)

Signature

January 4th 2025

Date

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IB events: Non-Resident/Business that does require not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

Attendance	Type IA	Type IB	Type IIA	Type IIB	Type III
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD
250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD
501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD
1000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD

OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are \$25 per permit.

Vehicle on the Beach permits is \$15. Food Truck/Trailer permit is \$170 annually

Fire Department stand – by is \$125 per hour with a minimum of 3 hours (1 crew and vehicle)

Page 153 of 202



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

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

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

PRODUCER WWW Insurance, LLC 300 First Avenue South Fifth Floor St. Petersburg FL 33701	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 727-522-7777 E-MAIL ADDRESS: certificates@w3ins.com FAX (A/C, No): 727-521-2902
INSURED Corey Area Business Association Inc P O Box 67393 St Pete Beach FL 33736	INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
COREARE-01	NAIC # 18988

COVERAGES**CERTIFICATE NUMBER:** 1451844015**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	20441246	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of St. Pete Beach is additional insured with respect to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

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

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

AUTHORIZED REPRESENTATIVE

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

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

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

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

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

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

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

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

5. Permit Holder freely and voluntarily assumes all risk of loss or injury arising from hosting said activities whether due to their negligence or the negligence or intentional acts of others.

6. Permit Holder agrees not to represent themselves as a CITY employee or CITY affiliate.

7. Both parties agree to comply with all federal, state, and other applicable laws. Nothing herein shall be construed as a waiver of sovereign immunity, or the limitations set forth in Section 768.28, Florida Statutes.

8. If any one or more of the provisions of this Hold Harmless Agreement and Release shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties recognize that the Hold Harmless Agreement and Release has been the result of negotiations of both parties. This Hold Harmless Agreement and Release shall not be construed or interpreted in any way against any one party on the basis that party drafted this Hold Harmless Agreement and Release.

9. This Hold Harmless Agreement and Release and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.

10. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one in the same instrument.

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

Permit Holder

City of St. Pete Beach:

Signature: 

Signature: _____

By: President

By: _____

Date: 1/4/2029

Date: _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
COREY AREA BUSINESS ASSOCIATION, INC.

Filing Information

Document Number	744269
FEI/EIN Number	65-0048420
Date Filed	09/14/1978
State	FL
Status	ACTIVE

Principal Address

363 Corey Avenue
St. Pete Beach, FL 33706

Changed: 04/18/2024

Mailing Address

PO Box 67393
St. Pete Beach, FL 33706

Changed: 05/13/2024

Registered Agent Name & Address

Hautmann , Ken , President
363 Corey Avenue
St. Pete Beach, FL 33706

Name Changed: 04/18/2024

Address Changed: 04/18/2024

Officer/Director Detail

Name & Address

Title President

Hautmann, Ken
363 Corey Avenue
St. Pete Beach, FL 33706

Title VP

Simply Perfect , Roberta , Caan
326 Corey Avenue
St Pete Beach, FL 33706

Title Treasurer

Nowak , Elzbieta
350 Corey Avenue
St Pete Beach, FL 33706

Title Secretary

Williams, Robert
336 Corey Avenue
St Pete Beach, FL 33706

Annual Reports

Report Year	Filed Date
2023	06/13/2023
2024	04/18/2024
2024	05/13/2024

Document Images

05/13/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/18/2024 -- ANNUAL REPORT	View image in PDF format
06/14/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
06/13/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
04/12/2021 -- ANNUAL REPORT	View image in PDF format
06/16/2020 -- ANNUAL REPORT	View image in PDF format
04/22/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/23/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
03/13/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
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[03/13/1995 – ANNUAL REPORT](#)

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FLORIDA DEPARTMENT OF STATE, Division of Corporations

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

Agenda Report

Agenda Title Name: Motion to approve the special event street closure for Corey Avenue Business Association Arts and Craft Festivals on the weekends of April 12th, May 31st and December 6th, 2025.

Action Request: Approve the special event street closure for Corey Avenue Business Association Arts and Craft Festivals on the weekends of April 12th, May 31st and December 6th, 2025.

Strategic Objective:

Date: February 11, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: CABA requests approval for street closures to accommodate their Arts and Crafts Festivals on the weekends of April 12, May 31, and December 7, 2025. The closures will be in effect from 6:00 AM on Saturday until 6:00 PM on Sunday. Affected areas include the 300 and 400 blocks of Corey Avenue, spanning from Gulf Boulevard to Boca Ciega Drive and from Boca Ciega Drive to Blind Pass Road, extending mid-block between 75th and Corey Avenue to mid-block between 73rd and Corey Avenue. On Sunday, the closure will also include the 200 block of Corey Avenue, between Mangrove and Boca Ciega Drive.

Funding: Not Applicable

Attachments: 1. CABA Arts and Crafts Festivals 2025

4/12 - 4/13
Commission
Approval req.



City of St. Pete Beach Event Application

Applicant

Name of Applicant: Ken Hautmann Title (if applicable): President

Name of Organization (if applicable): Corey Avenue Business Associatin (CABA)

Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO *If yes on either, please provide documentation*

Mailing Address: 363 Corey Avenue, St. Pete Beach, FL 33706

Cell Phone: 7276986014 Email: ken@chillstpetebeach.com

Event Information

Event Title: St. Pete Beach Corey Area Craft Festival Event/Organization Web Address: artfestival.com

Event Location(s): Corey Avenue between Boca Ciega Drive and Gulf Blvd

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
See	Saturday	6am	
Addendum A	Sunday		7:00 PM

Set Up Date(s): See Addendum A Time(s) 6:00 AM to 10:00 AM

Cleanup Date(s): See Addendum A Time(s) 5:00 PM to 7:00 PM

Description of Event: Annual Art and Craft Fair

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): April 12/13, May 31/June 1, Dec. 6/7

Event Logistics

Estimated Attendance

1000

1000

(includes event crew, participants, and spectators)

This Year

Last Year (if Applicable)

Under City Ordinance Section 26-33 any special event which consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours): \$50.00

Special event fire vehicle per hour per vehicle (minimum of 3 hours): \$25.00

List all event activities: _____

Electricity Needed ☒ Yes ☐ No Source: City electric boxes on Corey Avenue

Will portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)
How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) _____

Parking Plan (please be detailed and include on site map): See Attached. Ride Sharing will be encouraged

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No Alcohol

Will there be food trucks? ☐ Yes ☒ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. _____ St Pete Beach Food Truck Permit # _____
2. _____ St Pete Beach Food Truck Permit # _____
3. _____ St Pete Beach Food Truck Permit # _____
4. _____ St Pete Beach Food Truck Permit # _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer

List all other vendors (art, crafts, clothes, etc) See Attached

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan*

Each vendor will have a 10x10 tent. See Attached diagram

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan.

All temporary structures that cover an area greater than 120 sq. ft. including connecting spaces with a common area means of egress or entrance that are used for the gathering together of 10 or more persons shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Official. The application should include a site plan indicating the location of the structure and information delineating the means of egress and the occupant load. FBC 3103. The Building Official gives permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. All temporary power must comply with FFPA 70 NEC Article 590.

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event?

☐ Yes

☒ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures?

☒ Yes

☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
Corey Avenue	Gulf Blvd	Boca Ciega Blvd	See Addendum A	6am to 7pm
Blind Pass	75th Avenue	73rd Avenue	See Addendum A	6am to 7pm

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

8 Barricades

 Cones

20 Trash Bins

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Ken Hautmann

Print Name

CABA

Corporation Name (if applicable)

Signature

January 4th 2025

Date

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IB events: Non-Resident/Business that does require not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies-

Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

Attendance	Type IA	Type IB	Type IIA	Type IIB	Type III
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD
250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD
501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD
1000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD

OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are \$25 per permit.

Vehicle on the Beach permits is \$15. Food Truck/Trailer permit is \$170 annually

Fire Department stand – by is \$125 per hour with a minimum of 3 hours (1 crew and vehicle)

Addendum A

Craft Fair Dates

April 12th and 13th
May 31st and June 1st
December 6th and 7th

Preliminary Vendor List

AARP Community Program
Adams, Karen / Resin
Adams, Karen / Resin
Andrews, Terry / Glass
Andrews, Terry / Glass
Bailey, Tim / Clothing
Baqueros, Katihuska / Plants
Barbour, Gissell / Jewelry
Baumgartner, Gabriela / Jewelry
Biggie, Dawn / Ceramics
Bodin, Carol / Jewelry
Both, Hailey / Jewelry
Briner, Tracie / Fiber, Placemats, Floor Mats
Brooks, Randy / Sculpture
Brown, Ashley / Mixed Media
Burford, Scott / Plants
Campagna, Janet / Clothing
Charnisky, Anka / Candles
Coconut Bar
Cross, Paul / Wood
Cross, Paul / Wood
Curran, Sean / Photography
Curry, Casey / Wood/cutting boards
Cutco Cutlery
DiLorenzo, Leo / Bakery W/Artisan Cheese
DiLorenzo, Leo / Bakery W/Artisan Cheese
Dormio, Samantha / Painting
Doroshewitz, Tammy / Jewelry
Edmund, David / Painting
Feliciano, Pia / Tumblers
Godfrey, Jeff / Hats

Griffith, Susan / Jewelry
Griffith, Susan / Jewelry
Harem, Brittany / Ceramics
Hester, Sherrye / Paper Art
Hester, Terri / Mixed Media - 3d
Humana - Louise Bellamy
Hungarian Chimney Cake
Jones, Judy / Pet Accessories
Jordan, Gail / Glass
Karman, Sindi & Philip / Magnetic Picture Frames
Keen, Barbara / Soap/Lotion
Kubicki, Olga / Jewelry
Lage
Lakiotis, Peter / Pet Accessories
Langwell, Rose / Mixed Media - 2d
Larson, Debra / Mixed Media
Leaf Filter Gutter Protection
Leidy, Corrina / Mixed Media - 2d
Life Guard Imaging
Lloyd, Roberta / Mixed Media - Resin
MacGregor, Kristie / Jewelry
Maibach, Susan / Mixed Media
McManus, Nathan / Sculpture
Miller, Josh / Furniture
Miller, Josh / Furniture
Nachman, Neal / Photography
Namewicha, Sawai / Clothing
Olugunna, Rahmon / Painting
Palmieri, Gregg / Wood-Wood cutting boards
Parriott, Šusi / Sculpture
Pierce, Liz / Fabric/Fabric Bags
Pollock, Daniel / Wood

Pompei, Vince / Mixed Media - 3d
Quinlan, Valerie / Koozie covers
Quinlan, Valerie / Koozie covers
Rays Kettle Corn Wagon
Renewal by Andersen of Tampa
Roberts, Peggy / Mixed Media
Ross, Jill / Jewelry
Roth, Tennille / Mixed Media
Sacco, Richard / Dip/Sauces
Sacco, Richard / Dip/Sauces
Samson, Magda / Jewelry
Sardharwalla, Mazhar / Jewelry
Short, Robin / Fabric/Fabric Bags
SOCO Swings
SOCO Swings
Solary, Scott / Wood
Steele, Jeff / Wood
Van Lieshout, Roger / Painting
Villaroman, Karin / Pottery
WALKWAY
WALKWAY
WALKWAY
WALKWAY
WALKWAY
WALKWAY
WALKWAY

Webb, Cynthia / Clothing
Williams, Cristina and Don / Raku
Williams, Kim / Jewelry
Williams, Kim / Jewelry
Woik, Julie / Books

Wolf, Catherine / Glass

Wolf, Catherine / Glass

2025 Craft Fairs

January 4th and 5th

April 12th and 13th

May 31st and June 1st

December 6th and 7th

All Dates are Saturday and Sunday



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
COREY AREA BUSINESS ASSOCIATION, INC.

Filing Information

Document Number 744269
FEI/EIN Number 65-0048420
Date Filed 09/14/1978
State FL
Status ACTIVE

Principal Address

363 Corey Avenue
St. Pete Beach, FL 33706

Changed: 04/18/2024

Mailing Address

PO Box 67393
St. Pete Beach, FL 33706

Changed: 05/13/2024

Registered Agent Name & Address

Hautmann , Ken , President
363 Corey Avenue
St. Pete Beach, FL 33706

Name Changed: 04/18/2024

Address Changed: 04/18/2024

Officer/Director Detail

Name & Address

Title President

Hautmann, Ken
363 Corey Avenue
St. Pete Beach, FL 33706

Title VP

Simply Perfect , Roberta , Caan
326 Corey Avenue
St Pete Beach, FL 33706

Title Treasurer

Nowak , Elzbieta
350 Corey Avenue
St Pete Beach, FL 33706

Title Secretary

Williams, Robert
336 Corey Avenue
St Pete Beach, FL 33706

Annual Reports

Report Year	Filed Date
2023	06/13/2023
2024	04/18/2024
2024	05/13/2024

Document Images

05/13/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/18/2024 -- ANNUAL REPORT	View image in PDF format
06/14/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
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04/22/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/23/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
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02/16/2011 -- ANNUAL REPORT	View image in PDF format
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04/01/2009 -- ANNUAL REPORT	View image in PDF format
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

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

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

PRODUCER
WWW Insurance, LLC
300 First Avenue South
Fifth Floor
St. Petersburg FL 33701

CONTACT NAME: Certificates
PHONE (A/C, No, Ext): 727-522-7777 FAX (A/C, No): 727-521-2902
E-MAIL ADDRESS: certificates@w3ins.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Auto-Owners Insurance Company NAIC # 18988

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Corey Area Business Association Inc
P O Box 67393
St Pete Beach FL 33736

COREARE-01

COVERAGES

CERTIFICATE NUMBER: 1451844015

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	20441246	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS					\$
	NON-OWNED AUTOS ONLY					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

City of St. Pete Beach is additional insured with respect to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

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

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

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

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

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

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

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

5. Permit Holder freely and voluntarily assumes all risk of loss or injury arising from hosting said activities whether due to their negligence or the negligence or intentional acts of others.

6. Permit Holder agrees not to represent themselves as a CITY employee or CITY affiliate.

7. Both parties agree to comply with all federal, state, and other applicable laws. Nothing herein shall be construed as a waiver of sovereign immunity, or the limitations set forth in Section 768.28, Florida Statutes.

8. If any one or more of the provisions of this Hold Harmless Agreement and Release shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties recognize that the Hold Harmless Agreement and Release has been the result of negotiations of both parties. This Hold Harmless Agreement and Release shall not be construed or interpreted in any way against any one party on the basis that party drafted this Hold Harmless Agreement and Release.

9. This Hold Harmless Agreement and Release and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.

10. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one in the same instrument.

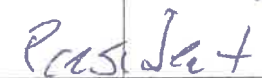
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

Permit Holder

City of St. Pete Beach:

Signature: 

Signature: _____

By: 

By: _____

Date: 1/4/2024

Date: _____

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

Agenda Report

Agenda Title Name: Motion to approve the Amendment to the Disaster Debris Collection and Removal contract with Aftermath Disaster Recovery, Inc. to add pay item for sand debris final disposal and to authorize the City Manager to execute the Amendment.

Action Request: Motion to approve the Amendment to the Disaster Debris Collection and Removal contract with Aftermath Disaster Recovery, Inc. to add pay item for sand debris final disposal and to authorize the City Manager to execute the Amendment.

Strategic Objective: Resiliency

Date: February 11, 2025

Prepared By: Camden Mills, Public Works City Engineer

Through: Frances Robustelli, City Manager

Summary of Issue: On May 16, 2024, the City entered into a contract agreement with Aftermath Disaster Recovery, Inc. for Disaster Debris Collection and Removal.

The purpose of this Amendment is to update a section related to the Rate Sheet under “Final Disposal”. A pay item for sand debris final disposal is proposed to be added.

Funding: N/A

Attachments: 1. Amend original Aftermath Contract

**AMENDMENT TO AFTERMATH DISASTER DEBRIS COLLECTION AND
REMOVAL**

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the DISASTER DEBRIS COLLECTION AND REMOVAL ("Agreement") executed as of the 05/16/2024 by and between CITY OF ST. PETE BEACH ("City") and Aftermath Disaster Recovery, Inc. ("Consultant/Contractor"), for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend a section related to Rate Sheet to add under "Final Disposal", which shall read:

<u>Final Disposal</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total Units x Rate</u>
Tipping Fee (Sand)	15000	CY	N/A	Passthrough

2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
3. **Entire Agreement.** This Amendment, Agreement, (and prior amendments – if needed) embodies the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties. This Amendment cannot be varied, modified, amended or altered except by written agreement of the Parties.
4. **Execution.** This Amendment may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Amendment shall be the date this Amendment has been executed by all Parties.
5. **Conflicts.** To the extent that any terms in the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control and supersede such conflicting terms to the extent of such conflict.

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

Aftermath Disaster Recovery, Inc.:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By: Adam Gonzalez

By: Frances Robustelli

Its: Director of Operations

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
City Attorney

Amber LaRowe
City Clerk

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

Agenda Report

Agenda Title Name: Motion to approve the task order with Halff Associates, Inc., for engineering design services for the Pass-a-Grille Check Valves Project in the amount of \$58,598.99 and to authorize the City Manager to execute the task order.

Action Request: Motion to approve the task order with Halff Associates, Inc., for engineering design services for the Pass-a-Grille Check Valves Project in the amount of \$58,598.99 and to authorize the City Manager to execute the task order.

Strategic Objective: Resiliency

Date: February 11, 2025

Prepared By: Camden Mills, Public Works City Engineer

Through: Frances Robustelli, City Manager

Summary of Issue: The City requested a task order proposal from Halff Associates, Inc. under the CCNA contract executed on 1-5-2021 and renewed on 1-28-2025. The proposal is for designing improvements to the stormwater tide check valves at six outfall locations in Pass-A-Grille, specifically at Cabrillo, 22nd Ave. 27th Ave. 28th Ave. 29th, and 30th Ave. These tide check valves were installed during the Pass-a-Grille Way Road rehabilitation project of 2016.

Tide check valves are designed to prevent tidal water from flowing back through the stormwater pipes and onto the street during high tide events. However, the current tide check valves require regular maintenance to clear debris and barnacle growth in order to operate as intended. Cleaning the existing outfalls is challenging due to their location and tidal conditions.

The proposed design task involves installing a vaulted check valve at each intersection downstream of the existing baffle boxes to allow for better maintenance of the system. The existing tide check valves will be

removed from the seawalls.

Funding:

103-5655 Stormwater Drainage Improvements
(\$3,173,470.00 available balance)

Attachments:

1. Halff Task Order
2. Location Map



Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	January 3, 2025
<i>Firm Selected for Task</i>	Halff Associates, Inc.
<i>Task (Project) Name</i>	SW-004-04 Outfall Rehab – PAG(6) Locations: Outfall Rehab at Cabrillo, 22nd, 27th, 28th, 29th, and 30th
<i>Task Description (and other relevant details)</i>	1. Kickoff Meeting and Site Visit 2. Manufacturer Coordination 3. Design Drawings and Specifications 4. Bid Services 5. Pre-Construction Meeting 6. Construction Site Visits
<i>Task Budget</i>	\$58,598.99
<i>Conflict of Interest</i>	(N) If yes, describe.
<i>Task Order Completion Date</i>	180 days after NTP

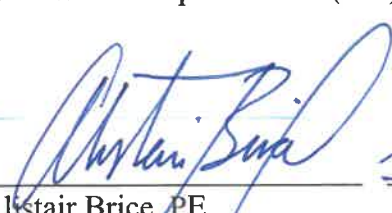
Pursuant to section 13.4 of your contract with the City, your signature below shall attest that no conflict exists between the tasks described herein and any work Halff Associates, Inc. is performing for any private client.

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

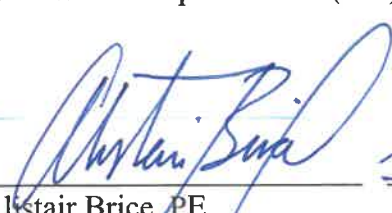
Acknowledgement of Task Order:

Camden Mills, PE
Public Works Director
City of St. Pete Beach

Date



Alistair Brice, PE
Team Leader
Halff Associates, Inc.

 Jan 9, 2025

Date



Halff Associates, Inc.
Agreement for Continuing Contract for Professional Engineering Services
Task Order #42109.051
CoSPB – SW-004-04

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

January 3, 2025
42109.051

RE: SEAWALL OUTFALL REHABILITATION AT CABRILLO, 22ND, 27TH, 28TH, 29TH, AND 30TH

Site Location:

County: Pinellas County State: Florida

Dear Mr. Mills:

Halff Associates, Inc. (HALFF) is pleased to submit Task Order #42109.051 to provide the City of St. Pete Beach (CLIENT) with professional engineering services for design, bid and construction phase services for the Outfall Modifications project. This scope of services will be executed under our Continuing Services Contract for Professional Design Services dated January 9, 2024.

Background and Scope of Services

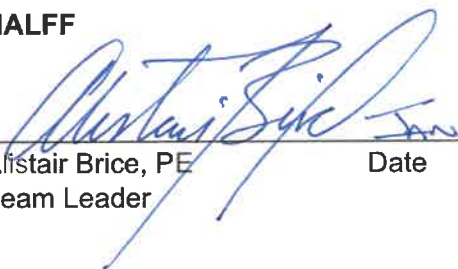
As a proactive approach to rising sea levels, the CLIENT has installed tide check valves and baffle boxes at the following outfalls:

- Cabrillo Ave (27.707410, -82.736074)
- 22nd Ave (27.697968, -82.735459)
- 27th Ave (27.701498, -82.735871)
- 28th Ave (27.702208, -82.735862)
- 29th Ave (27.703614, -82.735939)
- 30th Ave (27.704963, -82.735967)

In the installed condition, the tide check valves require regular maintenance to clear debris and barnacle growth to allow the system to operate as designed. The current outfalls are difficult to clean due to their location and tidal conditions. The work highlighted in the below tasks proposes installing a vaulted check valve at each intersection downstream of the existing baffle boxes to allow the CLIENT to better maintain the existing system. The existing tide check valves will be removed from the seawalls. Halff understands that that these outfalls already have baffle boxes installed and the design/modification of these structures is not included within this scope. HALFF understands the CLIENT will provide previous design as-builts and surveys at each outfall in AutoCAD format. Survey, Structural Engineering, SUE, and Permitting are specifically excluded from this scope. Modifications to the existing seawalls are specifically excluded from this scope.

Sincerely,

HALFF

 Jan 9, 2025

Alistair Brice, PE Date
Team Leader

SCOPE OF SERVICES

TASK 100 KICKOFF MEETING AND SITE VISIT

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

Deliverables:

PDFs of meeting minutes.

TASK 200 MANUFACTURER COORDINATION

HALFF will coordinate with the CLIENT's preferred baffle box manufacturer, Suntree, and Wapro for the check valve to go inside the Halff designed vault system. HALFF will assist in the selection of most appropriate equipment during the design and installation process.

TASK 300 DESIGN DRAWINGS AND SPECIFICATIONS

HALFF will prepare 30% and final design plans for the CLIENT's review. Plans, contract documents, technical specifications, and Opinion of Probable Construction Cost (OPCC) will be included in each submittal for CLIENT review and comment. Plans will be prepared in AutoCAD (v. 2024 or newer.) There is no permitting anticipated with this project. Permitting is specifically excluded from this scope.

The plan sheets anticipated include:

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

Deliverables:

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

TASK 400 BID SERVICES

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

Deliverables:

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

TASK 500 PRE-CONSTRUCTION MEETING

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

Deliverables:

PDFs of meeting minutes.

TASK 600 CONSTRUCTION SITE VISITS

Attend up to three (3) site visits at the CLIENT's request to inspect installation/construction of proposed infrastructure. Attending and facilitating construction progress meetings is not included in this scope.

Deliverables:

Notes & photos of site visit.

COMPENSATION

SCHEDULE

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

FEE SCHEDULE

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

Notes:

1. Permit fees will be paid by the CLIENT.
2. The total lump sum fee will not exceed \$58,598.99 without prior written approval from the City.

Date:	1/3/2025	Fee Schedule					
Task #	Task Description	Project Manager	Senior Project Engineer	Project Engineer	Engineer Intern	Administrative Assistant	Total
100	Kick-off Meeting and Site Visit		4	4	8		\$2,566.15
200	Manufacturer Coordination		4	8	8	10	\$4,040.61
300	Design Drawings and Specifications						
	Cover Sheet	1	1	4	8		\$2,076.54
	General Notes	1	1	4	8		\$2,076.54
	Existing Conditions (6 Sheets)	1	8	12	40		\$8,852.00
	Site/Grading (6 Sheets)	1	8	12	40		\$8,852.00
	Cross section (6 Sheets)	1	8	12	40		\$8,852.00
	Baffle Box Details	1	4	8	25		\$5,458.64
	Backflow Preventor Access/Maintenance	2	4	8	25	1	\$5,796.29
400	Bid Services	2	4	4	10	2	\$3,477.80
500	Preconstruction Meeting	4	4		4	2	\$2,644.93
600	Construction Site Visits		4	8	14		\$3,905.49
	Reimbursables						\$0.00
Hours		14	54	84	230	15	
Total		\$3,545.32	\$13,371.16	\$13,236.34	\$27,179.94	\$1,266.24	\$58,598.99

SUPPLEMENTAL SERVICES

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

HALFF's Scope of Services expressly does NOT include the following services or specific tasks under such services which are the obligation of the CLIENT or Owner, as the case may be. If required, excluded services can be provided by HALFF as Additional Services when so authorized in writing by the CLIENT.

ENVIRONMENTAL & ARCHAEOLOGICAL

1. Environmental impact and cultural statements and assessments, jurisdictional waters of the US determination and/or Threatened or Endangered Species Evaluation
2. USACE Coordination and/or preparation of a Preliminary Jurisdictional Determination
3. Environmental testing services of any kind
4. Researching title records for environmental liens or activity and use limitations
5. Preparation, coordination, or attendance for any Environmental Board Approvals or Board of Adjustment meetings
6. Archaeological or Geological assessments

ARCHITECTURAL & STRUCTURAL

7. Any services related to building design or vertical construction elements
8. Structural design of retaining walls (including landscape/decorative) and pond walls
9. Entry or Monument Sign design and permitting
10. LEED services

STORMWATER, FLOODPLAIN AND DRAINAGE

11. Flood studies, conditional (CLOMR) or final FEMA Letter of Map Revision (LOMR)
12. Offsite Drainage Plans
13. Floodplain reclamation studies
14. Hydrogeologic reports
15. Storm Water Conveyance Studies or Design for Offsite conveyance of storm water
16. Low Impact Development (LID) design techniques
17. Dam design (embankment taller than 6 feet) and analyses for probable maximum flood event

SURVEYING

18. Surveying services not included in task 200
19. Construction staking
20. Recording of utility easements or other materials
21. Post-construction Improvement Survey
22. Preparation of franchise utility easement plats, including staking of franchise utilities
23. Acquisition of off-site easements and rights-of-way
24. Platting and/or Lot or tract split
25. Condo exhibits or documentation
26. Preparation or modification of a unified development agreement or other restrictive covenant document

27. Preparation or modification of a license agreement

ZONING AND LANDUSE

28. Zoning and Land Use services including but not limited to Zoning/Land-use changes, Conditional-Use, Special-Use, Variance and/or Annexation processes
29. Preparation and processing of major variance requests from City Codes

TRAFFIC AND OTHER OFFSITE IMPROVEMENTS

30. Offsite infrastructure capacity studies/assessments/analysis/designs
31. Offsite roadway design, access, and right-of-way permitting services
32. Offsite water and sewer extensions

LANDSCAPE ARCHITECTURE

33. Tree mitigation

CONSTRUCTION SERVICES

34. Oversight, implementation, monitoring, reporting, and implementation of SWPPP measures during construction, including all fees associated there with
35. Quality control and construction material testing services
36. Additional punch lists and final walks for phased approach to building and site temporary or permanent certificates of occupancy
37. Record Drawings or As-Builts for private development work (only public improvements are included in scope)

UTILITY SERVICES

38. Design of any facilities within the limits of the building and five (5) feet beyond
39. Fire protection system design
40. Design or specification of grinder pumps, force mains, or lift stations

GENERAL

41. Revisions to the plans requested by the Client after the plans are approved unless necessitated by discrepancy in the plans
42. Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
43. Formal feasibility study
44. Federal and state regulatory agency file reviews that require more than 20 days to obtain files
45. Management and oversight of CLIENT's other team members
46. Out of town travel expenses and professional fees.

PAGW Tide Check Valve Locations



- Cabrillo Ave
- 22nd Ave
- 27th Ave
- 28th Ave
- 29th Ave
- 30th Ave

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

Agenda Report

Agenda Title Name: Motion to authorize staff to apply for the Florida Commerce Municipal Emergency Bridge Loan program and direct staff to return with a detailed funding request, including loan terms and conditions, once finalized.

Action Request: Motion to authorize staff to apply for the Florida Commerce Municipal Emergency Bridge Loan program and direct staff to return with a detailed funding request, including loan terms and conditions, once finalized.

Strategic Objective: Improve cash position of the City.

Date: February 11, 2025

Prepared By: Andrew Laflin, Consultant - Finance Department

Through: Frances Robustelli, City Manager

Summary of Issue: The Florida Commerce Municipal Emergency Bridge Loan program provides interest-free, short-term loans to municipalities impacted by federally declared disasters. The program is designed to help local governments maintain essential operations while awaiting additional funding or revenue recovery.

Program Highlights:

- Eligibility: Open to municipalities in areas under a FEMA disaster declaration.
- Loan Amount: Based on demonstrated need, with no statutory maximum.
- Term: Up to 10 years.
- Interest: Interest-free for the full term.

Staff intends on collaborating with Florida Commerce to assess the City's eligibility, identify qualifying expenses, and clarify any restrictions on fund use. This request is part of a two-step process for Commission

approval of debt obligations:

1. **Step 1: Approval to Apply:** By approving this request, Commission will allow staff to initiate the application process, work with Florida Commerce to determine eligibility, and negotiate loan terms and qualifying expenses. This step does not obligate the City to accept the loan or incur any debt.
2. **Step 2: Approval to Accept the Loan:** Once staff has completed the application process and finalized the loan terms and amount, a detailed funding request will be presented to Commission for review and approval. This ensures that Commission retains full oversight before the City commits to any financial obligations.

This two-step process maintains transparency, ensures financial responsibility, and allows the City to act promptly to secure resources while retaining the Commission's role in final decision-making.

Funding:

There is no immediate financial impact associated with this request to apply for the loan. Any financial obligations will be presented to Commission for approval once the loan terms and amount are finalized

Attachments:

1. Emergency Bridge Loan Information

Local Government Emergency Bridge Loan

[Home](#) > [Business Growth and Partnerships](#) > [Small Business Innovation Resources](#) > [Small Business Innovation](#) > [Local Government Emergency Bridge Loan](#)

Community Planning

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LOCAL GOVERNMENT EMERGENCY REVOLVING BRIDGE LOAN



About the Local Government Emergency Revolving Bridge Loan

- ▶ The Local Government Emergency Revolving Bridge Loan Program is managed by FloridaCommerce and provides interest free loans to local governments throughout Florida that were impacted by federally declared disasters. More than \$40 million is available to fund governmental operations within these Florida counties and municipalities and bridge the gap between the time of the disaster and the time additional funding sources or revenues are secured.
- ▶ "Governmental Operations" - costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not limited to, staff salaries and payroll.
- ▶ Please submit applications and questions to LocalGovernmentBridge@Commerce.fl.gov.

Awards

- ▶ \$5 Million to City of Crystal River
- ▶ \$13.1 Million to City of Sanibel [↗](#)
- ▶ \$25 Million to Lee County [↗](#)
- ▶ \$11.9 Million to Town of Fort Myers Beach [↗](#)
- ▶ \$2 Million to City of Bonita Springs [↗](#)

Eligibility

How to Apply

Webinar

FAQs

Eligibility

Eligibility

- ▶ Applicant must be a county or municipality located in an area designated in a Federal Emergency Management Agency disaster declaration.
- ▶ Applicant must submit all required information and documentation.
- ▶ Applicant must show that it may suffer or has suffered substantial loss of its tax or other revenues as a result of the event and demonstrate a need for financial assistance to enable it to continue to perform its governmental operations.

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

Agenda Report

Agenda Title Name: Final Reading of Ordinance 2025-01: Amending the City's floodplain management regulations to permanently repeal the one-year cumulative substantial improvement calculation requirement

Action Request: Motion to adopt Ordinance 2025-01.

Strategic Objective: Floodplain management

Date: February 11, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: In early December 2024, the City Commission adopted a one-year cumulative substantial improvement "lookback" provision under the guidance that such provision would allow for exceptions for certain home hardening improvements, like re-roofing and mechanical change-out, even when such improvements were made simultaneously with other repairs and improvements. Shortly after adoption Staff was informed by FEMA representatives that the exceptions written into the City's code applied only to the higher standard, not to simultaneously-active permits, and that all repairs undertaken at the same time to remediate storm damage must be counted cumulatively even if the City allowed exceptions to the higher (cumulative) standard. This was a reversal of standing policy, and a different interpretation than what had been previously presented to the City Commission.

In light of this, the City Commission adopted emergency Ordinance 2024-19 in late December, reverting the City to the minimum National Flood Insurance Program standard that had been in place prior to July 2021. The City will continue to enforce this standard to remain in good standing with both the NFIP and Community Rating System, but will no longer enforce a higher cumulative standard.

This ordinance is identical in content to emergency Ordinance 2024-19, and provides only for permanent codification. There have been no modifications since the first reading of this Ordinance.

Funding:

N/A

Attachments:

1. Ordinance 2025-01
2. Ordinance 2025-01 - Business Impact Estimate

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING THE ST. PETE BEACH CODE OF ORDINANCES SECTIONS 98-35., 98-36., 98-122.4., AND 98-128.4., TO AMEND A PROVISION RELATED TO IMPROVEMENT AND REPAIR OF BUILDINGS IN FLOOD HAZARD AREAS; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR 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.

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 previously adopted a provision in Chapter 98 Buildings and Building Requirements, and a local technical amendment to the *Florida Building Code*, to require accumulation of costs of improvements and repairs over a period of time and the City Commission has determined it appropriate to repeal those provisions.

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 Code of Ordinances Chapter 98 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE II – TECHNICAL CODES and ARTICLE V – FLOOD HAZARD MITIGATION REGULATIONS are amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinances 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.

The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This Ordinance shall take effect immediately upon adoption.

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

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

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

Sec. 98-35. Reserved.

Sec. 98-36. Reserved.

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, or use the "just value" of the structure developed by the Pinellas County Property Appraiser's Office (PAO) for Ad Valorem taxation purposes, adjusted to approximate market value, as determined by the PAO; 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 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.

The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

If determined by the floodplain administrator, the floodplain administrator may use (a) an estimated cost using current prices provided by Marshall and Swift or other sources of commercial cost information acceptable to the floodplain administrator; or (b) a qualified estimate of costs based on the floodplain administrator's professional judgment and knowledge of local and regional construction costs.

Sec. 98-128.4. Definitions.

* * *

Substantial improvement means any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. 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.

* * *

The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of St. Pete Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING THE ST. PETE BEACH CODE OF ORDINANCES SECTIONS 98-35., 98-36., 98-122.4., AND 98-128.4., TO AMEND A PROVISION RELATED TO IMPROVEMENT AND REPAIR OF BUILDINGS IN FLOOD HAZARD AREAS; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of St. Pete Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of St. Pete Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement;
- ☐ The proposed ordinance is enacted to implement development orders and development permits, as those terms are defined in s. 163.3164, F.S., and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss.163.3220-163.3243;
- ☐ The proposed ordinance implements a comprehensive plan or land development regulation amendment and was initiated through application by a private party other than the municipality.
- ☐ The proposed ordinance relates to Sections 190.005, 190.046, 553.73 (Florida Building Code), or 633.202 (Florida Fire Prevention Code).

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of St. Pete Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This Ordinance repeals the current one-year cumulative lookback period for calculation of structural substantial improvement that was adopted by the City in November 2024, itself a reduction of the five-year lookback period adopted in mid-2021. The primary public purpose is to assist with providing homeowners and businessowners greater discretion for redeveloping or repairing their structures in the wake of Hurricanes Helene and Milton, while ensuring the City remains compliant with the standards of the National Flood Insurance Program (NFIP).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Pete Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of St. Pete Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no increased direct compliance costs for any for-profit business as a result of this Ordinance, nor does it create a new charge or fee. As the one-year cumulative lookback standard previously adopted is a wholly higher standard than the one proposed under this Ordinance, this will not directly result in any business facing greater compliance costs resulting from adoption. This will also reduce the regulatory costs for the City of St. Pete Beach, as it is no longer necessary to track building permits for a structure noncompliant with the City's floodplain ordinance cumulatively across rolling one year periods. Permits open simultaneously, and any permits necessary to restore a structure to its pre-damaged condition following a damaging event, must still be calculated together for substantial improvement purposes as required under the minimum standards of the NFIP.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Staff estimates approximately 350 permits that were opened for commercial structures between September 2023 and 2024, and remained open at the date of Hurricane Helene landfall. However, Staff has not at this time encountered a structure that would not face risk of being considered substantially damaged under this revision that would have been considered such under a one-year lookback requirement. In general, this Ordinance affects all businesses located in structures that are noncompliant with the floodplain ordinance in the City, as it eliminates cumulative substantial improvement calculations except where required by the NFIP.

4. Additional information the governing body deems useful (if any): **None**