



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, February 25, 2025
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Presentations -**

a. Discussion and Listening Session on Proposed Amendments to the Comprehensive Plan's Land Use Designations for the Town Center (TC-1&TC-2) and Large Resort (LR) area, led by Calvin Giordano & Associates.

Consultant Calvin Giordano and Associates (CGA) will lead a listening session to gather input on the Town Center and Large Resort land use designations, ensuring the City Commission's concerns and vision are reflected in upcoming comprehensive plan amendments.

This session will offer valuable insights to guide the Commission's decision-making during the amendment process.

2. **Approval of the Agenda -**

Action Request: Motion to approve the February 25, 2025, City Commission Meeting agenda.

3. **Helene and Milton Recovery Efforts - Standing Agenda Item -**

a. Presentation: Helene and Milton Recovery Efforts

4. **Audience Comments -**

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

agenda items will be allowed when that item is called. If you plan to make a presentation as part of your public comment, the presentation must be provided to the City Clerk 24- hours in advance of the meeting.

5. Consent -
 - a. Approval of the February 11, 2025, City Commission Meeting Minutes
 - b. Proclamations - Renewal State of Local Emergency - Hurricane Helene Approval of Extensions 22 and 23
 - c. Proclamations - Renewal State of Local Emergency - Hurricane Milton Ratify Extension 20 and Approval of Extension 21
 - d. Move to approve the purchase of a E350 Utility truck from Walker Ford in the amount of \$66,873.50 for the Public Services facilities division and authorize the City Manager to execute the agreement.
 - e. Approval of Preliminary Plat No. 24098: 3511 Gulf Boulevard
 - f. Adopt Resolution 2025-03: Demolition of Fire Station 22
 - g. Motion to approve the contract with PAW in the amount of \$35,835.00 for demolition of Fire Station 22 and authorize the City Manager to execute the same.
6. Action Items -
 - a. Adopt Resolution 2025-02: Pay Compression Adjustments
 - b. Adopt Resolution 2025-04: Amendment to Personal Rules and Regulation
 - c. Authorize the City Manager to enter into an agreement with Dixon Resources Unlimited in the amount of \$99,000 to conduct a Comprehensive Parking Management Study
7. Items for Discussion -
 - a. Social Media Policy --- Mayor Petrila
8. City Clerk, City Manager, City Attorney and City Commission Reports -
9. Adjournment -

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present or do not feel comfortable appearing in person. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

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

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

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

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

Agenda Report

Agenda Title Name: Discussion and Listening Session on Proposed Amendments to the Comprehensive Plan's Land Use Designations for the Town Center (TC-1&TC-2) and Large Resort (LR) area, led by Calvin Giordano & Associates.

Action Request: No motion required, for discussion purposes.

Strategic Objective: Long range planning

Date: February 25, 2025

Prepared By: Gilbert Martinez, Senior Planner

Through: Denise Sanderson, Community Development Director

Summary of Issue: Consultant Calvin Giordano and Associates (CGA) will lead a listening session to gather input on the Town Center and Large Resort land use designations, ensuring the City Commission's concerns and vision are reflected in upcoming comprehensive plan amendments.

This session will offer valuable insights to guide the Commission's decision-making during the amendment process.

Funding:

Attachments: 1. CGA Presentation CC meeting 2-25-25 - Copy

Comprehensive Planning Services

City of St. Pete Beach

February 25th, 2025

Luis N. Serna, AICP, LEED AP BD+C

Eric Liff, Lambert Advisory



Calvin, Giordano & Associates, Inc.
A SAFEbuilt[®] COMPANY

PROJECT SCOPE

Phase 1: Public Input, Data Collection, and Analysis
Project Kickoff Meeting with Staff
Commission Listening Session
Existing Conditions and Trends Analysis
Public Outreach and Participation
Phase 2: Draft Plan Revisions
Preparation of Draft Plan Revisions
City Staff Review of 1st Draft
Revisions to Draft Plan Revisions based on City comments
City Review and Acceptance of Draft Plan Revisions (Changes Made by CGA as Needed)
Phase 3: Acceptance of Recommendations by the City Commission
Joint Planning Board and Other City Board Workshop
First Commission Meeting for Review of Draft Plan Revisions
Second Commission Meeting for Review and Acceptance of Draft Plan Revisions
Phase 4: Adoption of Amendments by the City
Preparation of Comprehensive Plan Amendments
City Staff Review 1 st Draft
Prepare Revisions as Needed
Final City Staff Review
Planning Board Hearing
City Commission Hearing – Transmittal of Amendments
City Commission Hearing – Adoption of Amendments



PHASE 1: PUBLIC INPUT, DATA COLLECTION, AND ANALYSIS

City Commission Listening Session



Project Kickoff with City Staff



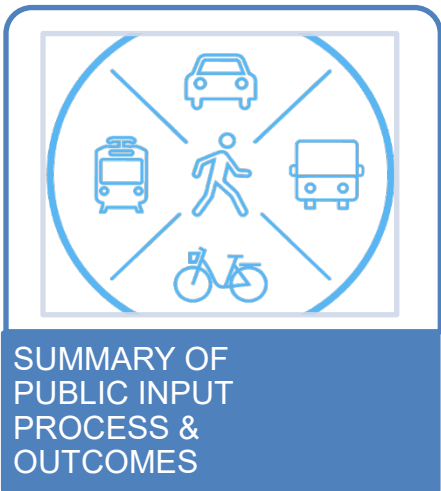
Public Engagement



Existing Conditions and Trends Analysis



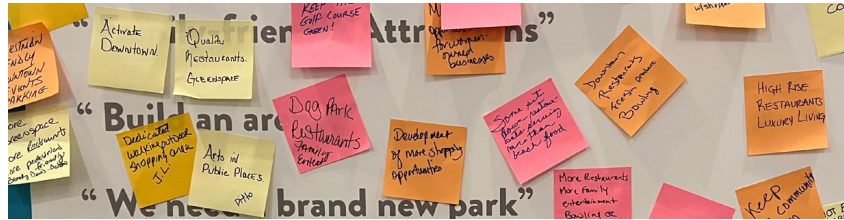
PHASE 1 DELIVERABLES



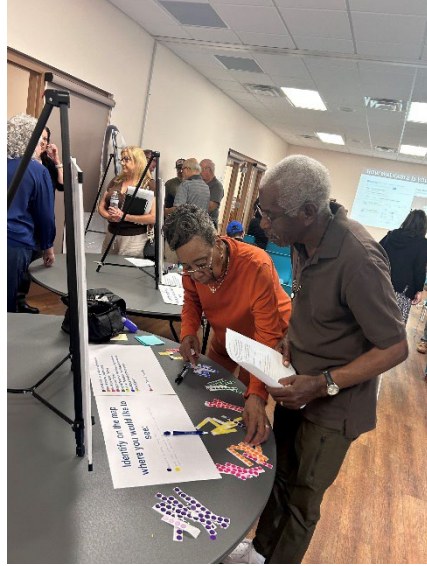
COMMUNITY ENGAGEMENT



- ✓ Stakeholder Identification
- ✓ Two Community-Wide Workshops
- ✓ Two Workshops Specific to the Large Resort District
- ✓ Two Workshops Specific to the Town Center District
- ✓ One Virtual Workshop



COMMUNITY ENGAGEMENT APPROACH



- ✓ Community Engagement Strategy
- ✓ Public engagement toolkit
 - ✓ High-touch, low-tech and high-tech tools
 - ✓ Portable meeting kits - public events
 - ✓ Day, evening and weekend meetings
 - ✓ Online meetings – younger residents (families), seasonal population
 - ✓ Instant polling and surveys –consensus
- ✓ Work with City and community leaders to spread the word
- ✓ Project website
 - ✓ Transparency of process
 - ✓ Source of information



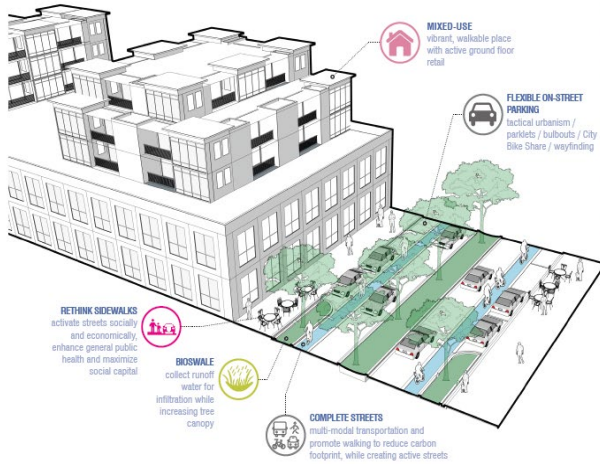
COMMUNITY PARTICIPATION APPROACH

- ✓ Kick-off public meeting
 - ✓ Introduce project
 - ✓ Day and evening meeting
- ✓ Interviews with City officials, thought leaders, business leaders
- ✓ Pop Up meetings at public events and online meetings
- ✓ Second public meeting
 - ✓ Analysis of Data and public input
 - ✓ Establishment of major priorities
- ✓ Workshop/Update with City Commission and Planning Board



FOCUS ON FORM, NOT DENSITY

ONLY IN APPROPRIATE LOCATIONS



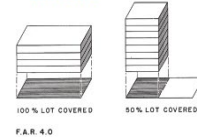
SUPPORTING DETAILS

TRADITIONAL ZONING:

- SETBACKS BASED ON PROPERTY LINES
- SEPARATION OF USES

FORM-BASED ZONING:

- RELATIONSHIP TO STREET
- CONSISTENCY ACROSS DISTRICTS
- PREDICTABILITY IN FORM AND MASSING DISTRIBUTION
- BUILT-IN STANDARDS TO SUPPORT GOOD URBAN AND STREET-FRONT RELATIONSHIPS
- NECESSARY BASIS FOR AN ACCOMPANYING DESIGN GUIDELINES



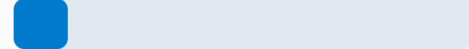
The City is proposing a larger landscape buffer to include a masonry wall, trees and landscaping for mixed use development adjacent to single-family residential. Would you be in favor of this change?

Yes



89%

No



11%

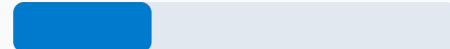
The City is proposing a maximum height of 8 stories in mixed-use districts around 5 Points as well as Wilton Drive. Are you in favor of this height if additional amenities (public plazas, enhanced landscaping) are required?

Yes



73%

No



23%

SEE MORE

- ✓ Live Audience Polling
- ✓ Community Impacts from Urban Form and Density Changes



Comprehensive Planning Services
City of St. Pete Beach

PHASES 2 - 4

Phase 2: Draft Plan Revisions
Preparation of Draft Plan Revisions
City Staff Review of 1st Draft
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Lambert Advisory's Role

- Primary role is to provide economic and market fundamentals that will help guide the comprehensive plan and land development code
- Key scope of services includes:
 - Economic and demographic trends and forecasting
 - Overview of market supply and demand trends focusing on hotel and multifamily uses
 - Prepare estimates of future demand for multifamily and hotel for City
 - Provide insight into product type: multifamily (rental vs. condo ownership); hotel (full service, select service)
 - Identify strategic locations for multifamily and hotel redevelopment including proximity to supporting uses (retail, dining, grocery)
 - Conduct benchmark analysis of select municipalities within state that can provide metrics to effective land use planning

Process and Timing

- Participated in the kick-off meeting with City staff and planning team
- In process of completing the economic and market data collection and analysis
- Plan to present preliminary economic and market demand findings to team and City within the next few weeks
 - Simultaneously begin working on the benchmark assessment
- Collectively work with the planning team and City to integrate economic and market finding into the comp plan/land use process

Comments and Insights

- We're well aware of the recent history associated with future development
 - Which is further challenged by the effects of storm
- Importantly, the economic component is completely objective
 - Strictly data driven and independent of agenda
- It's likely no surprise to anyone that demand for multifamily housing and hotel is not the issue
 - However, understanding the envelope of demand and timing over the next several years needs to be further defined
- Critical to understand the balance of uses considerate of:
 - Community desires
 - Affect on infrastructure
 - Economic and fiscal impact

An aerial photograph of a coastal city. In the foreground, a large, modern, curved building with a grey roof and white walls is visible. To its left is a canal with several houses and a large circular building. A multi-lane road runs parallel to the canal and the building. In the background, a sandy beach meets the ocean under a blue sky with scattered clouds.

Thank you

QUESTIONS?

Luis Serna, AICP

LSerna@cgasolutions.com

Eric Liff

ELiff@lambertadvisory.com

Helene & Milton Recovery Efforts

Community Development Department

2.25.25

Agenda

- Permit Processing
- Permit Inspections
- Damage Determinations
- Appeals
- Volunteer Program

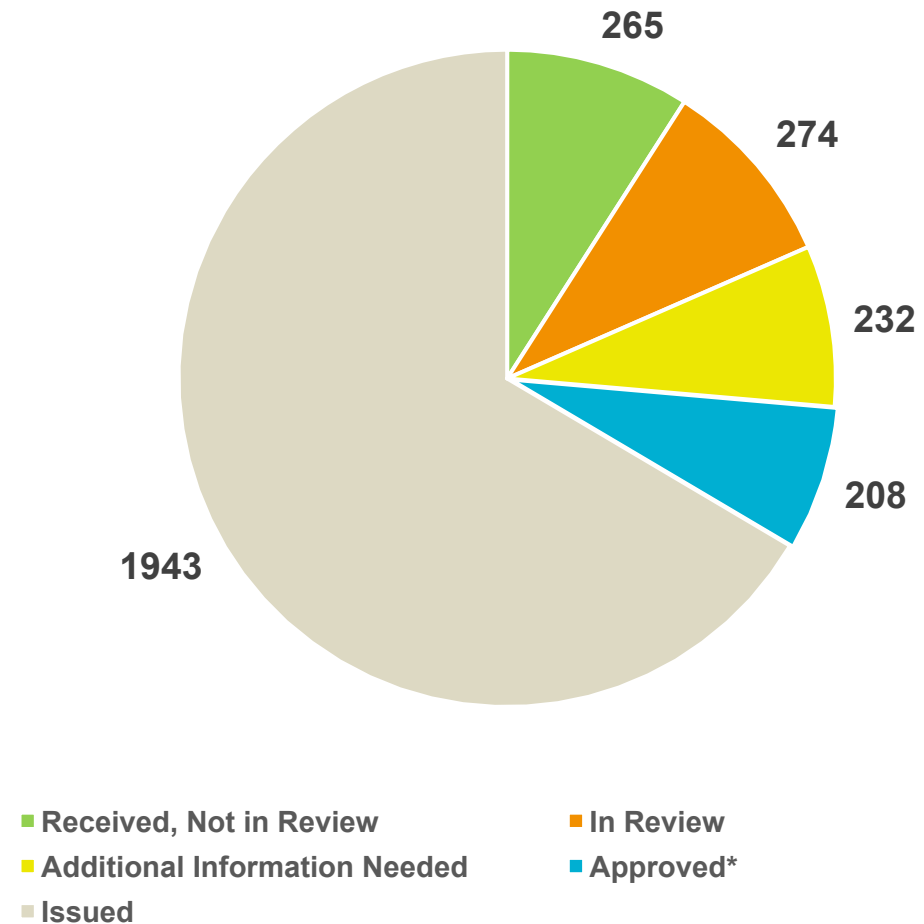
Permit Processing

- Preferred approach:
 - All repairs to return structure to pre-damage condition is addressed in 1 permit application
 - This may be different for condos.
- Alternative approach:
 - May submit multiple permits but must disclose in each permit total cost of repairs (SI/SD Review Package).
 - Pro: Reduces risk of having high-value open permits during Hurricane season
 - Con: More labor-intensive. Requires Plans Examiner to research multiple permits to ensure total does not exceed 50%.

Permit Status

10/1/24 – 2/16/25

- 2,922 Applications Submitted
- Permits Issued – Daily Average
 - Goal: ~~75~~ **60**
 - Current: 22 (56% **37%** of Goal)
- Building Permit Inspections – Daily Average
 - Current: 75
- Primary Challenges
 - SD Determinations
 - Owner/Builder Applications & SI/SD Review Packages (fka FEMA Packets)

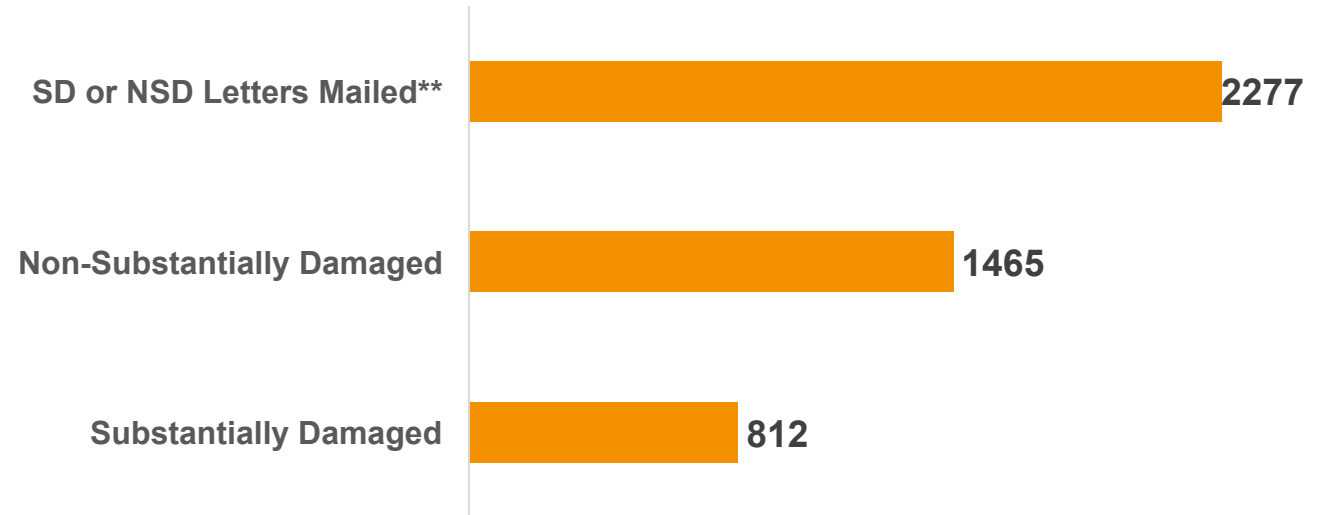


* Pending SD Determination

Substantial & Non-Substantial Damage Determinations

2,277 Determinations **
606 Pending Review

- 2,883 Assessments Completed (99%)*
- Challenges persist
 - Duplicated and delayed data from Tidal Basin
 - SDE Tool: Computed Damages often exceed actual
 - Resulting in high # of Appeals
 - Data review, file documentation, entry into permit portal



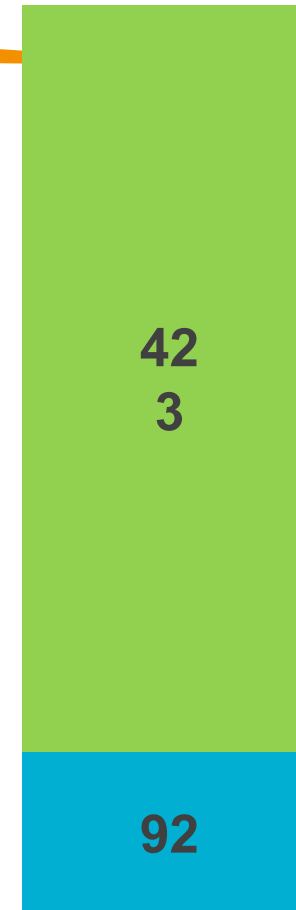
	Substantially Damaged	Non-Substantially Damaged
Commercial	70	168
Residential	742	1297

* Tidal Basin only.

** Includes Determinations based on policy. (e.g. Multistory Structures)

Appeals

- 515 Submitted
 - 92 In Progress
 - 0 Denied
 - 423 Approved
- Recommend photos, private market appraisal, detailed cost of repairs (SI/SD Review Package). May require onsite inspection.



- Appeal Reviews in Progress
- Appeals Approved

ELEVATE FLORIDA

Long Term Housing Recovery

A green starburst graphic with a black outline, containing the word REMINDER! in white capital letters.

REMINDER!

- **Elevate Florida application portal has launched!**
- Check Housing Recovery Support webpage for more information including:
 - Property Owner Eligibility
 - Eligible Construction Projects
 - Potential Program Benefits
 - Contact Information

Volunteer Program

Assisting Homeowners

- Preparation of documents:
 - SI/SD Review Package (formerly, FEMA Packet)
 - Building Permit Application and related required documents
- Collecting document drop-offs
- Answering general questions

May implement Outreach Program

- Coordinate In-Home Assistance with SI/SD Review Package, Permit Applications
- Support Code Compliance

Questions?

DRAFT
City Commission Meeting
February 11, 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 – present via Zoom

STAFF PRESENT:

Ralf Brookes, Interim City Attorney
Frances Robustelli, City Manager
Amber LaRowe, City Clerk
Jim Kilpatrick, Fire Chief
Andrew Laflin, Interim Finance Director
Camden Mills, Public Services 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. APPROVAL OF THE AGENDA

Commissioner Marriott requested a discussion item on the process of new ordinances coming before the City Commission; this is discussion item c.

Vice Mayor Moholland requested that consent item j. be removed for further discussion; this will be action item a.

Mayor Petrila requested a discussion item on the proposed noise ordinance; this is discussion item d.

Motion: Commissioner Marriott moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to approve the amended [February 11, 2025, City Commission] Agenda.

2. HELENE AND MILTON RECOVERY EFFORTS – STANDING AGENDA ITEM

City Manager Robustelli explained that there are three presentations tonight on recovery efforts; the first is Fire Station 22, the second by Public Services Director Camden Mills, and the last will be an update to the ongoing presentation by Interim Community Development Director Denise Sanderson. Mrs. Robustelli asked the Commission to hold their comments until the end of each presentation as they are each timed.

a. Fire Station 22 Update

Fire Chief Jim Kilpatrick reviewed the presentation attached to the agenda. Due to some slight modifications to what was presented in the agenda packet, a copy of tonight's presentation is part of the record.

Staff recommends demolishing the current Fire Station 22, planning for long-term housing as the current rented station is not a viable long-term solution, and constructing a new Fire Station 22.

Chief Kilpatrick stated that the next steps involve demolishing the current fire station, finalizing engineering and

compliance plans, securing funding and approvals, developing a transition timeline, and engaging leadership and the community.

Vice Mayor Moholland discussed the financing slide as part of the presentation and expressed opinions on the options and what he would be comfortable with. Debt for this project will be discussed before the Commission later.

Fire Chief Kilpatrick addressed the \$12M cost to rebuild the fire station, stating that this is for a fundamental structure. Staff has requested the architect review the design to eliminate items to reduce the cost, but nothing has been signaled for removal that would make a significant difference in price.

The station's insured value is \$1.25M, but the insurance company has not provided an amount for the City's receipt.

It was discussed whether the station needed to be rebuilt immediately or if it could be repaired at an estimated cost of \$240,000. Chief Kilpatrick discouraged the repair, stating that the current structure is significantly outdated and does not provide adequate space to meet the staffing needs. A new station is necessary to continue providing service to the City.

b. Storm Recovery Project Priorities

Camden Mills, Public Services Director, gave a presentation on storm recovery project priorities. Topics covered in the presentation included:

- Wastewater System
 - The areas and systems with significant damage were discussed.
 - Preliminary damage assessment of approximately \$7.6M
 - Recovery to date
 - Outline of projects completed and in process
 - FEMA site damage inspections scheduled for February 26 and 27
- Stormwater system cleaning and inspection – remaining work \$750,908
- Fire Station 22: various costs were outlined
- Community and Recreation Center – remaining work of approximately \$2.2M
- Public Services Building – remaining work \$224,345
- Pass-A-Grille seawall – repair work estimated at \$3.5M to \$5M
- Gulf Way roadway and beach wall – remaining work of approximately \$2.2M
- FEMA Public Assistance Program Delivery Process Steps

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

Mr. Mills stated that if a project, as identified above, is not insured and does not receive any grants or financial assistance, staff would bring it to the Commission to decide how to fund it from the General Fund.

c. Hurricane Helene and Milton Recovery Efforts Update

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

- Permit processing
 - A preferred approach versus an alternative approach
- Permit status update
 - 2,544 applications submitted

- Building Inspection Request Policy
- Substantial and non-substantial damage determinations
 - 2,883 assessments completed
- Appeals
 - 443 submitted
 - 370 approved
 - 0 denied
 - 73 in progress
- Historic preservation applications
 - 47 applications submitted
 - 33 applications approved
- Certificate of Appropriateness
 - 10 applications submitted for demolition
 - 3 applications submitted for restoration
- Long-term housing recovery
 - The Elevate Florida application portal has been launched
- Staffing update
- Mission request update
- Volunteer program
 - 26 volunteers
 - 2-hour training and 4-hour shifts
 - How to assist homeowners
 - Possible outreach program
- Code Enforcement H.U.G. Campaign – provides “Helpful, Useful Guidance”
 - Notices of Violation withheld until April 1st
- Beach debris update
 - 3 locations identified where sand with debris was moved to the beach
 - The City contacted the Florida Department of Environmental Protection (FDEP)

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

Commissioner Robinson requested that residents with open and/or pending permits be notified of the new “phasing” option.

Mayor Petrila complimented the H.U.G. program and suggested it be leveled up to encourage helping hands. The Commission agreed to ask the City Manager to expand the volunteer program to assist Code Enforcement and help those residents who had received the courtesy notice.

Mayor Petrila requested clarification on the \$150 reinspection fee for the owner/builder permit and inspection and suggested a one-time fee waiver.

Motion: Commissioner Marriott moved, and Commissioner Rzewnicki seconded the motion to move discussion 7.d., the proposed noise ordinance, to be heard after general audience comments.

Motion: Mayor Petrila moved, Commissioner Marriott seconded, and the motion carried 5-0 to amend the motion on the floor to move the discussion item before the general audience comments.

The motion on the floor with the adopted amendment carried 5-0.

Discussion Item 7.d. Proposed Noise Ordinance - added

Mayor Petrila explained why this was added to the agenda and the ordinance adoption process. He has heard from the public since the first read on this ordinance and is seeking the Commission to further discuss it before bringing it forward for adoption. He expressed his desire to hear from the public and is looking forward to hearing how to improve upon this ordinance. He also mentioned that the removal of the 500 feet distance, as motioned at the last meeting, is under consideration for removal.

Attorney Ralf Brookes summarized some of the changes to the noise ordinance as presented at the January 28th meeting. He stated that the Commission acted at that meeting to approve the proposed ordinance, which allows a 200-foot distance between 10:00 p.m. and 7:00 a.m. and 500 feet for all other times [distance is from noise source to residential].

Commissioner Marriott stated she did not favor the distance during the daytime. She said that she did research last Friday during the concert in the park, which had no complaints and was audible about 1/3 of a mile into the residential neighborhood.

The following individuals spoke in opposition to the proposed noise ordinance, with many articulating why and providing some ideas for solutions:

- Jeff Caputo
- Mia Hartley
- Christopher Harman
- Curtis Wooderd
- Seth Campbell
- Taylor Jansen
- Bill Pruitt
- L.J. Harness
- John Kurzman
- Nick Holgash
- Dylan Witkowski
- Markus Allen
- Dave Arazmo
- Casey Allen
- Matt Fisher
- Jon Didier
- Lee Pons
- Tito D. Vallejo
- Grant Izzi
- Robert Czysteczon
- Karly Johnson
- Tania Navarro
- Tiffany Bender

Commissioner Marriott suggested holding a workshop to discuss this item with further data before the second

reading. The Commission agreed that more discussion was warranted.

3. PUBLIC COMMENT

Grant Izzi, a resident, commented on the number of permits approved and provided feedback on ways to improve the approval rate with an express permit process and for inspections to be reviewed with a supplied video and photos.

Rob Czynszczon, a resident and business owner, said he applied for a simple fence permit in mid-January, which was not issued.

Mark Bailey, a resident, commented on elevating his home and the troubles he has experienced with the building/permitting department when doing that.

John Kurzman, a resident, commented on some processes over the years, such as micromobility, ticketing, and cycling on the beach.

Deborah Schechner, a resident, commented on neighbors helping neighbors. She complimented Commissioner Robinson on putting residents first.

Vincent Tormenia, a resident, requested a process to speed up permit approval. He opined that video and photo inspections are not appropriate.

4. CONSENT

- a. Approval of the January 28, 2025, Joint Historic Preservation Board and City Commission Workshop Minutes and the 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 Ratify Extension 18 and Approval of Extension 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 Crafts Festival on the weekends of April 12th, May 31st, and December 6, 2025.
- i. Motion to approve the Amendment to the Disaster Debris Collection and Removal contract with Aftermath Disaster Recovery, Inc. to add a pay item for final sand debris disposal and 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 authorize the City Manager to execute the task order.~~ *moved as Action Item a.*
- 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.

Motion: Vice Mayor Moholland moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve the [amended] February 11, 2025, City Commission Consent Agenda.

5. ACTION ITEMS

a. Motion to approve the task order with Halff Associates, Inc. for engineering design service for the Pass-A-Grille check valves project in the amount of \$58,598.99 moved from Consent

There was a discussion about the inspection and maintenance status of existing check valves on a project related to stormwater management. It was clarified that the check valves have not been recently inspected or maintained, though upstream baffle boxes have undergone cleaning. Plans are in place to contract diving services for routine maintenance, but this has yet to be completed.

Given the current conditions, the check valves' functionality remains unchanged, and tidal and freshwater flooding is expected to persist until new installations are completed. The proposed improvements involve relocating the check valves closer to the road for easier maintenance.

Regarding the project timeline, the target is six months from the notice to proceed. The design phase will take a few months, followed by an approximately two-month bidding process. Construction will be relatively quick, with the primary delay coming from material procurement. The estimated completion falls around August, with installation occurring shortly thereafter.

Concerns about potential impacts on residents and commuters were raised, particularly with the upcoming hurricane season. The project is fully funded for the current fiscal year, ending September 30, and there are no anticipated budget cuts that would affect its completion. The goal remains to expedite the process as much as possible.

Motion: Vice Mayor Moholland moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve the task order with Halff Associates, Inc. for engineering design service for the Pass-A-Grille check valves project in the amount of \$58,598.99.

6. ORDINANCES

a. Final Reading of Ordinance 2025-01: Amending the City's floodplain management regulations to repeal the one-year cumulative substantial improvement calculation requirement permanently

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 ERROR, AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: Vice Mayor Moholland moved, Commissioner Marriott seconded, and the motion carried 5-0 to adopt Ordinance 2025-01.

7. ITEMS FOR DISCUSSION

a. Enterprise Programs

The Mayor highlighted the conversation about the December 10th report detailing concerns regarding the City's Enterprise programs and the previous consent order with the Department of Environmental Protection (DEP). As a follow-up, the City Attorney reviewed the report and provided recommendations.

A two-page cover letter has been prepared for submission to the DEP and the Department of Commerce, along with the consent order, compliance agreement, and the Enterprise system overview presented by Public Services Director Camden Mills on December 10th. This submission is intended to fully disclose the City's status and ongoing efforts to address identified deficiencies.

Concerns were raised about potential fines or negative budgetary impacts from this disclosure. However, the City Attorney clarified that the consent order has been closed, and the compliance agreement requirements have been met, making fines unlikely. The submission is purely informational, ensuring transparency and proactive communication with state agencies.

The provided documents give a comprehensive overview of the City's progress, including adopted remedial measures, funding sources, budget allocations, and project status updates. Additionally, the disclosure is expected to serve as a legislative tool in preparation for upcoming appropriations discussions.

A copy of the submission to DEP and the Department of Commerce is part of the record and will be mailed by the City Clerk's Office once it is signed.

b. Freebee Cost Reduction

Commissioner Robinson reintroduced the discussion on the Freebee transportation program. The previous meeting had mixed feedback, with some residents favoring its continuation while others opposed funding it with taxpayer money. Concerns were raised about fiscal responsibility, given recent budget allocations.

City staff confirmed that Freebee emailed updated service schedules. Commissioner Robinson proposed a compromise where residents continue to ride for free while non-residents pay a \$3 fee. She also suggested incorporating advertising revenue to offset costs.

Vice Mayor Moholland acknowledged that many businesses support Freebee, though the cost remains a significant concern. He was willing to compromise and asked if Freebee could integrate with the City's parking registration system for resident verification. The City Manager confirmed this was possible but would require a phased implementation.

Commissioner Marriott raised concerns about the timing and additional burden on City staff. She suggested that if costs need to be offset, a flat fare should be applied to all riders instead of differentiating between residents and non-residents. She also cautioned against underestimating the administrative impact of tracking and managing registrations.

Motion: Vice Mayor Moholland moved, Commissioner Robinson seconded, and the motion carried 5-0 to extend the Commission meeting to 10:30 p.m.

The City Manager explained that implementing a resident verification system would require additional resources but could be done gradually. She agreed that the current parking registration data could be transmitted to Freebee and would take some administrative staff time, but she was hopeful it would be minimal.

Mayor Petrila summarized the discussion, emphasizing the need for a fiscally responsible approach while maintaining services that residents and businesses value. It was agreed that the City Manager would return to the Commission with a proposal/plan on tonight's discussion for an implementation plan using the City's current data and to reach out to Freebee with an advertising proposal with possible content restrictions.

c. Ordinance Process - added

Commissioner Marriott voiced her opinion on the current approach to ordinances, especially those with significant impacts, and how the process lacks structure for informed decision-making before the first reading. She proposed implementing workshops or community meetings to gather public input and refine ordinances before formal readings.

Each elected official discussed the pros and cons of additional meetings.

Motion: Vice Mayor Moholland moved, Commissioner Robinson seconded, and the motion carried 4-1 to extend the Commission meeting to 10:45. Commissioner Marriott voted no.

It was decided that the City Manager would propose a workshop before the formal reading of a substantial ordinance or, based on her experience, ordinances that may solicit many discussions, require staff direction, or will have/need public input before the first formal public hearing.

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

Amber LaRowe, City Clerk, reminded everyone of the Candidate Forum Night held by the Florida League of Women Voters in Chambers tomorrow, February 12th at 6:00 p.m.

She reviewed the April calendar for the priority workshop scheduling; all Commissioners responded, but only three individuals were available for each date. She requested direction on scheduling this meeting. The Mayor asked that the Commissioners review their calendars with the April dates as provided and provide any updates to the Clerk. The Clerk will also provide the Commission with some options in May.

Frances Robustelli, City Manager, spoke with the Attorney for the Corey Landings project and expressed the desire to provide a virtual attendance option. The Attorney agreed to hold a webinar or an interactive virtual experience after the February 17th community meeting, where the same information will be shared, and attendees can participate in the conversation.

She and the Commission all thanked the Interim Community Development Director Denise Sanderson for her service to the City; her last day is February 20th.

Mayor Petrila spoke about the Barrier Islands Governmental Council (BIG-C) meeting last month, where it was agreed to send a letter to the White House, much like the one the City sent a couple of weeks ago. They will also prepare an additional letter to the White House regarding the need for assistance from the Army Corp. of Engineers on beach renourishment.

City Clerk LaRowe, on behalf of Commissioner Rzewnicki, announced the annual meeting for the Don CeSar Property Owners Corporation is on February 26th at 6:00 p.m. at the Warren Webster.

Mayor Petrila adjourned the meeting at 10:51 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY
FOR HURRICANE HELENE
(Extension No. 22)**

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 25, 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. 23)**

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 March 4, 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. 20)**

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 24, 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. 21)**

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 March 3, 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

St. Pete Beach City Commission Agenda Report

Agenda Title Name: Move to approve the purchase of a E350 Utility truck from Walker Ford in the amount of \$66,873.50 for the Public Services facilities division and authorize the City Manager to execute the agreement

Action Request: Motion to approve the purchase of a E350 Utility truck from Walker Ford in the amount of \$66,873.50 for the Public Services facilities division and authorize the City Manager to execute the agreement.

Strategic Objective: Internal Operations

Date: February 25, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: Public Services Department is requesting to purchase a E350 utility truck that will be specially outfitted to function as a mobile “handy man” unit for the Facilities division. This strategic enhancement aims to improve the divisions’ ability to serve the city efficiently and effectively by ensuring ready access to all necessary tools and equipment on a day-to-day basis and eliminating the need for multiple trips for supplies. The E350 utility truck will be replacing the current T350 cargo van that is in use and is past its life expectancy. Vehicle replacement was approved for fiscal year 2025 with the adoption of the budget on September 24, 2024.

Funding: Facilities Fleet Fund - 001-6102-519-5641

Attachments:

1. Ferman Ford Quote (1)
2. Walker Ford Quote
3. Ferman Ford Quote (2)

Ferman Ford Countryside

24825 U.S. Highway 19 North, Clearwater, FL 33763

Phone: (727) 475-1362



Service, Selection and Value Since 1895.

2025 Ford E-350 RWD, Knapheide KUV Service Utility Van Stock #: 25F125**Pricing Details**

Ferman Price	\$70,299
Dealer Discount	- \$1,304
Ferman Price	\$68,995
Total Savings	\$1,304

Chassis Details

Mileage	122	Interior Color	Medium Flint
Stock Number	25F125	Exterior Color	Oxford White
Stock Type	New	Description	
Year	2025	Engine Cylinder Count	8
Make	Ford	Engine	Regular Unleaded V-8 7.3 L/449
Model	E-350	Transmission Type	Automatic
Class	3	Fuel Type	Gasoline
Drive Train	RWD	Engine Make	Ford
Vehicle Trim	Base	Engine Size (L)	7.3
		Brake Type	Hydraulic

Body Details

Body Type	Service Utility Van	Door Description	Solid
Body Line	KUV	Door Location	Rear

Body Model	KUV129SH	Door Height	54.3"
Partition Type	With Window	Door Width	49.5"
Partition Description	ABS Cab Partition with Sliding Door	Floor Description	Weight Reduced Galvanneal Corrugated Steel Floor
Body Material	Steel	Floor Material	Steel
Body Height	90"	Lighting Style	Dome
Body Width	83"	Lighting Quantity	2
Body Length	132"	Lighting Location	Interior
Body Inside Height	75.8"	Lighting Type	LED
Body Weight	2083 lbs.	Lighting Description	Surface Mount S/T/T and B/U Lights with Integrated Strobe
Body Color	White	Lighting Location	Exterior
Bumper Type	Step	Lock System Type	Master Locking System
Bumper Material	Galva-Grip	Shelving Description	Standard Shelving Package
Bumper Width	83"	Shelving Location	Exterior
Compartment Depth	14.5"	Safety Equipment Description	Emergency Kit with Red Poly Box First Aid Kit for Road Ready

KUV Features

Say goodbye to crawling around in the back of your cargo van endlessly searching for tools, parts and equipment. The KUV creates optimized organization for the technician, dividing the storage space into manageable compartments that are externally accessible from either side of the body.

The technician pulls up to the jobsite, exits the cab and immediately has quick access to the tools and parts they need without having to crawl into the cargo area. Dedicated conduit chutes enable the technician to store longer items without cluttering the floor of the oversized cargo area.

Knapheide's KUV is constructed of rugged galvanneal steel so the technician can have confidence it will provide years of reliable service. More contractors and technicians utilizing an enclosed utility body as their work vehicle choose a Knapheide KUV. If you spend more time searching for tools and equipment, invest in a KUV and get more billable hours out of your day.

Vehicle Options

ENGINE: 7.3L V8 PREMIUM-RATED (STD)	Automatic Headlights
Rear Wheel Drive	AM/FM Stereo
Power Steering	MP3 Capability

ABS	Bluetooth Connection
4-Wheel Disc Brakes	Auxiliary Audio Input
Steel Wheels	Adjustable Steering Wheel
Tires - Front All-Season	A/C
Tires - Rear All-Season	Vinyl Seats
Intermittent Wipers	Stability Control
Variable Speed Intermittent Wipers	Driver Air Bag
Daytime Running Lights	Passenger Air Bag

Vehicle Notes

FIND IT AT FERMAN!, Free Delivery within 100 miles!. Price includes \$26,595 dealer added accessories.

Photos





Family Owned & Operated Since 1957

17556 U.S. HIGHWAY 19 NORTH
CLEARWATER, FLORIDA 33764
PHONE (727) 535-3673
FAX (727) 535-3971



Commercial
Vehicle Center

RETAIL BUYERS ORDER

DATE	STOCK#	YEAR	MAKE	MODEL	BODY TYPE	COLOR	MILEAGE	VIN NUMBER
12/16/2024	S0008	2025	FORD	E350	HIGH ROOF KUV	WHITE		1FDWE3FN5SDD04173

DRIVER'S LICENSE NUMBER

PURCHASER CITY OF ST PETE BEACH

DOB

PURCHASER

DOB

E-MAIL JTAYLOR@STPETEBEACH.ORG

ADDRESS: 155 COREY AVE

CITY: ST. PETE BEACH

ST: FLORIDA

ZIP: 33706

PHONE BUS. 727-363-9279

SALESPERSON

Richard Van Peer

TRADE 1		LIEN INFORMATION		DESCRIPTION	
STOCK NO.		LIEN TO		FACTORY SUGGESTED RETAIL	\$ 73,613.00
YEAR		ADDRESS		DEALER DISCOUNT	\$
MAKE		CITY		PURCHASE PRICE	\$ 65,774.00
MODEL		STATE	ZIP	Knapheide High Roof KUV	\$ -
BODY TYPE		PHONE:		Rear Hitch	\$ -
COLOR		ACCT #			\$ -
MILEAGE		AMOUNT	\$ - PD	ELECTRONIC FILING FEE	\$ 99.00
VIN #		UNTIL	BY Richard Van Peer	TOTAL INCLUDING ADDED EQUIPMENT	\$ 65,873.00

TRADE 2		LIEN INFORMATION		DESCRIPTION	
STOCK NO.		LIEN TO		LESS TRADE ALLOWANCE	\$ -
YEAR		ADDRESS		TRADE DIFFERENCE	\$ 65,873.00
MAKE		CITY		WASTE TIRE & LEAD-ACID FEE	\$ 5.50
MODEL		STATE	ZIP	<i>This charge is regulated by the State of Florida. It represents costs and profits related to the vehicle being sold and the documents related to this sale. Also included are portions of regulated services ie Safeguards Rule, Privacy Act, OFAC, and any items monitored for compliance.</i>	
BODY TYPE		PHONE:			
COLOR		ACCT #			
MILEAGE		AMOUNT	\$ - PD	PRE-DELIVERY SERVICE FEE	\$ 995.00
VIN #		UNTIL	BY Richard Van Peer	TAXABLE PRICE	\$ 66,873.50

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

INSURANCE INFORMATION

INSURANCE CO.

POLICY NO.

AGENT: PHONE:

VERIFIED: TIME DATE 12/16/2024

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

FLORIDA SALES TAX	\$ -
PINELLAS COUNTY SURTAX	\$ -
OTHER STATE SALES TAX	\$ -
	\$ -
TOTAL	\$ 66,873.50
TITLE & REGISTRATION FEE	\$ -
WARRANTY TRUST FUND	
ESP WARRANTY (include sales tax)	\$ -
SUB TOTAL	\$ 66,873.50
PLUS TRADE IN BALANCE DUE	\$ -
TOTAL DUE	\$ 66,873.50
REBATE ON DELIVERY	\$ -
DEPOSIT	\$ -
CASH ON DELIVERY	\$ -
UNPAID BALANCE	\$ 66,873.50

Receipt #	Amount	Date	Initials	Mgr.

REMARKS No Tax or Tag

PURCHASER

PURCHASER

WALKER FORD COMPANY, INC.

Accepted by: Don Dithmer JR.

Date: 12/16/2024

Commercial/Fleet Sales Manager

Ferman Ford Countryside

24825 U.S. Highway 19 North, Clearwater, FL 33763

Phone: (727) 475-1362



Service, Selection and Value Since 1895.

2025 Ford E-350 RWD, Knapheide KUV Service Utility Van Stock #: 25F093**Pricing Details**

Ferman Price	\$70,299
Dealer Discount	- \$444
Ferman Price	\$69,855
Total Savings	\$444

Chassis Details

Mileage	335	Interior Color	Medium Flint
Stock Number	25F093	Exterior Color	Oxford White
Stock Type	New	Description	
Year	2025	Engine Cylinder Count	8
Make	Ford	Engine	Regular Unleaded V-8 7.3 L/445
Model	E-350	Transmission Type	Automatic
Class	3	Fuel Type	Gasoline
Drive Train	RWD	Engine Make	Ford
Vehicle Trim	Base	Engine Size (L)	7.3
		Brake Type	Hydraulic

Body Details

Body Type	Service Utility Van	Door Location	Rear
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Body Line	KUV	Door Height	54.3"
Body Model	KUV129SH	Door Width	49.5"
Partition Type	With Window	Floor Description	Weight Reduced Galvanneal Corrugated Steel Floor
Partition Description	ABS Cab Partition with Sliding Door	Floor Material	Steel
Body Material	Steel	Lighting Style	Dome
Body Height	90"	Lighting Quantity	2
Body Width	83"	Lighting Location	Interior
Body Length	132"	Lighting Type	LED
Body Inside Height	75.8"	Lighting Description	Surface Mount S/T/T and B/U Lights with Integrated Strobe
Body Weight	2083 lbs.	Lighting Location	Exterior
Body Color	White	Shelving Description	Standard Shelving Package
Bumper Type	Step	Shelving Location	Exterior
Bumper Material	Galva-Grip	Lock System Description	Knaplock Keyless Entry System
Bumper Width	83"	Trailer Plug Type	7 Way Socket
Compartment Depth	14.5"	Alarm Type	Back Up
Door Description	Solid	Brake Control Type	Electric Brake
		Hitch Description	KUV Hitch

KUV Features

Say goodbye to crawling around in the back of your cargo van endlessly searching for tools, parts and equipment. The KUV creates optimized organization for the technician, dividing the storage space into manageable compartments that are externally accessible from either side of the body.

The technician pulls up to the jobsite, exits the cab and immediately has quick access to the tools and parts they need without having to crawl into the cargo area. Dedicated conduit chutes enable the technician to store longer items without cluttering the floor of the oversized cargo area.

Knapheide's KUV is constructed of rugged galvanneal steel so the technician can have confidence it will provide years of reliable service. More contractors and technicians utilizing an enclosed utility body as their work vehicle choose a Knapheide KUV. If you spend more time searching for tools and equipment, invest in a KUV and get more billable hours out of your day.

Vehicle Options

ENGINE: 7.3L V8 PREMIUM-RATED (STD)

Rear Wheel Drive

Power Steering

ABS

4-Wheel Disc Brakes

Steel Wheels

Tires - Front All-Season

Tires - Rear All-Season

Intermittent Wipers

Variable Speed Intermittent Wipers

Daytime Running Lights

Automatic Headlights

AM/FM Stereo

MP3 Capability

Bluetooth Connection

Auxiliary Audio Input

Adjustable Steering Wheel

A/C

Vinyl Seats

Stability Control

Driver Air Bag

Passenger Air Bag

Vehicle Notes

FIND IT AT FERMAN!, Free Delivery within 100 miles!. Price includes \$27,455 dealer added accessories.

Photos



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

Agenda Report

Agenda Title Name: Approval of Preliminary Plat No. 24098: 3511 Gulf Boulevard

Action Request: Approval of Preliminary Plat Number 24098 for the subdivision of 3511 Gulf Boulevard.

Strategic Objective:

Date: February 25, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Denise Sanderson, Community Development Director

Summary of Issue: The request accompanies Site Plan Case No. 24037, and if approved in conjunction will permit the owner to subdivide and develop the existing lot with three townhouse lots owned fee-simple once the final plat is approved and recorded.

The subdivision and development meet the minimum standards in the Land Development Code for administrative approval and no special exceptions or code amendments are proposed. Due to the arrangement of the subdivision proposed, Staff has provided a list of documents and minor modifications the applicant will need to supply at time of final plat, which are referenced in the staff report.

This item was recommended at a vote of 5-0 by the Board of Adjustment at their January 29, 2025 meeting. Once approved, a final plat will need to be prepared, with review costs for an outside consulting surveyor bore by the applicant. The final plat will return to the City Commission for vote prior to recordation.

Funding: N/A

Attachments:

1. Preliminary Plat 24098 Staff Report
2. 24098 - Application
3. 24098 - Topo Survey with Proposed Subdivision

4. 24098 - Topo Survey
5. 24098 - Plat
6. Floor Plan with Proposed Lot Line Overlay



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

CASE NO.: 24098
APPLICANT/AGENT:

HEARING DATE: February 25, 2025
Julio C. Rodriguez of Global Projects Surveying, LLC and James Devito of Devito's Contracting LLC for Jimmy Jerge of 3511 Gulf Blvd LLC

PREPARED BY: Brandon Berry, Senior Planner

This application is a request for Preliminary Plat approval:

REQUEST:	Replat of DON CE-SAR PLACE BLK 8, LOT 6 & N'LY 25 FT OF LOT 5 & S'LY 25 FT OF LOT 7 LESS RD to create three fee-simple parcels each supporting one townhouse unit and surrounding outdoor area.
LOCATION:	3511 Gulf Blvd; Parcel #07-32-16-21852-008-0060; DON CE-SAR PLACE BLK 8, LOT 6 & N'LY 25 FT OF LOT 5 & S'LY 25 FT OF LOT 7 LESS RD.0
ACREAGE:	Approximately 0.23 acres (10,000 sq. ft.)
EXISTING LAND USE/ZONING CLASSIFICATION	This parcel has a Future Land Use designation of RM – Residential Medium and a zoning of RM – Residential District. This zoning permits attached-single family residences as a use by right.
SURROUNDING FUTURE LAND DESIGNATIONS:	North – RM – Residential Medium South – RM – Residential Medium East – RU – Residential Urban West – Gulf Boulevard & RM – Residential Medium
SURROUNDING ZONING MAP DESIGNATIONS:	North – RM – Residential District South – RM – Residential District East – RU-2 – Residential District West – Gulf Boulevard & RM – Residential District
SURROUNDING EXISTING USES:	North – Residential condominiums South – Single-family residence East – Single-family residences West – Gulf Boulevard

BACKGROUND

The property is currently vacant following the demolition of a two-unit building at the subject property in 2021. The owner applied in early 2024 for a site plan (Case No. 24037) to construct a new three-unit townhouse development, which this plat supports. The site plan is currently pending, with remaining comments pertaining to drainage, fire access and landscaping, which do not directly affect the approval of this plat.

This item was recommended to the City Commission at a vote of 5-0 by the Board of Adjustment at their January 2025 meeting.

ANALYSIS

The lot is sufficiently sized to support up to three residential units, with 15 units per acre permitted in the subject zoning district. The applicant is proposing three attached single-family townhouse residential units which will collectively meet the required lot area for the proposed density. Year-round transient occupancy is not permitted in the subject zoning and is not proposed by the applicant.

The existing parcel is being split in whole to individual fee-simple ownership parcels and will lack any common area. Each of the three parcel owners will own to the centerline of the party wall shared between units as well as a portion of the grounds of the existing lot, with the two endcap units having exterior front, side and rear yards and the center unit having front and rear yards. Each individual lot will contain the minimum 30% greenspace required by Land Development Code (LDC) Section 24.9.(b). All other codified administrative requirements of the LDC have been met for this proposed development.

While the subdivision arrangement proposed by the applicant is permitted by the LDC, and the default for lots of the subject size, Staff has notified the applicant that supporting documents will need to be submitted with the final plat to ensure that the development meets other code requirements for lot maintenance and access. These requirements include the following:

- 1) As the sole curb cut on the property is contained entirely within the proposed center parcel, the applicant will need to supply an access easement for both outer parcels to ensure that vehicular access to these units remains unencumbered.
- 2) The applicant has not yet supplied a drainage plan for review. If the detention area spans multiple proposed parcels, the applicant will need to provide for common maintenance of the drainage area. If the area is contained entirely on one parcel, the applicant must address whether the affected parcel owner is the sole responsible party, or if there will be shared maintenance responsibilities between property owners.
- 3) As landscaping spans the entire lot and is a necessary element of development approval, the applicant must supply a covenant or other document deemed sufficient to the City Attorney to ensure that liability arising from failure to comply with the code for any development-wide required element is assumed by all three unit owners.
- 4) The applicant has supplied a boundary and topographic survey, but it has not been prepared to the standards of ALTA/NSPS, and a title report is not included. While the City's administrative guidelines do not require such a survey for a preliminary plat, one is required for the corresponding site plan and staff requests the survey if available to ensure the survey accurately depicts all easements and entitlements.

- 5) The preliminary plat does not depict all platted property lines and streets on adjoining land within 150 feet, as stated in the City's administrative requirements for preliminary plats.

FINDINGS

Staff finds the proposed preliminary plat meets the minimum standards and is in general compliance with the Land Development Code as proposed, and meets general administrative procedures for preliminary plats with the exception of item 5) in the preceding section. The applicant is aware that they will need to retain the services of a surveyor to prepare the final plat, if the preliminary plat is approved, in compliance with Chapter 177 of Florida Statutes.

RECOMMENDATION

Staff recommends approval.

RECOMMENDED MOTION

"Motion to approve Preliminary Plat 24098."

APPLICATION FEE: \$500.00
DATE STAMP:
RECEIVED BY:

**APPLICATION FOR PRELIMINARY
SUBDIVISION PLAT
CITY OF ST. PETE BEACH, FLORIDA**

OWNER'S INFORMATION

Applicant(s): 3511 GULF BLVD LLC
Applicant's Address: 2103 BAYSHORE BLVD, TAMPA FL 33606
Telephone Number: 716-445-9473
Email Address: Jimmy.jerge@gmail.com

AGENT'S INFORMATION:

Agent name: JAMES DEVITO, DEVITO'S CONTRACTING LLC
Agent's Address: 4923 W SAN RAFAEL ST, TAMPA FL 33629
Telephone Number: 954-816-2777
Email Address: devitocontracting@gmail.com

APPLICANT'S REGISTERED LAND SURVEYOR/ENGINEER

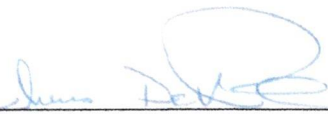
Name: JULIO C. RODRIGUEZ
Company: GLOBAL PROJECTS SURVEYING, LLC
Address: 6528 US HWY 301, UNIT 106, RIVERVIEW, FL 33578
Telephone Number: 813-423-3483
Email Address: plats@gpsflorida.net

Property Information:

5. Project Name: DON CESAR VILLAS
6. Street Address: 3511 GULF BLVD, ST PETE BEACH, FL 33706
7. Proposed Lot Numbers: 3 Proposed Block Number:
8. Proposed Subdivision Name: GULF TOWNHOMES SUBDIVISION
9. Section: 07 Township: 32S Range: 16E
10. Nearest Street Intersection: 36TH AVE - GULF BLVD
11. Parcel Identification Number(s): 07-32-16-21852-008-0060
12. Area: 10,000 Acres: 0.23 Number of Lots/Parcels:

13. Existing Zoning Classification: _____
14. Existing Future Land Use Classification: _____
15. Existing Land Use: **0000 Vacant Residential - lot & acreage less than 5 acres**
16. Previous Planning/Zoning Approvals: _____

The undersigned having been duly sworn on oath states the above information is true and correct as (s) he is *informed and believes*.



Signature of Owner(s) or Agent

Print name of Owner(s) or Agent

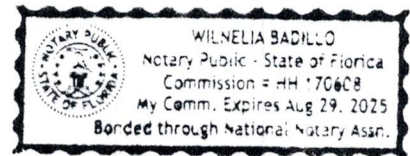
STATE OF FLORIDA
COUNTY OF Hillsborough
Subscribed and sworn to before me this 6 day of November, 2024.



Notary Public: Signature

Wilnelia Badillo

Printed Name



My Commission Expires:
Individual making statement is
☒ personally known or
☐ produced identification.
Type of identification produced: personally known

Please review your application. No applications will be accepted as "Complete and filed" until all the requested information has been supplied and the required fee has been paid.

BOUNDARY & TOPOGRAPHIC SURVEY WITH PROPOSED SUBDIVISION

SECTION 07, TOWNSHIP 32S, RANGE 16E. PINELLAS COUNTY

PROPERTY ADDRESS:
3511 GULF BLVD,
ST PETE BEACH, FL 33706
(FOLIO NO. 07-32-16-21852-008-0060)

DESCRIPTION:
LOT 5, LESS THE SOUTHERLY 25.00 FEET THEREOF, THE SOUTH 1/2 OF LOT 7 AND ALL OF LOT 6 OF BLOCK 8 OF "DON CE-SAR PLACE", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 13 AT PAGES 15 THROUGH 20 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; LESS THAT PART OF ABOVE DESCRIBED PROPERTY LYING WITHIN 40.00 FEET OF SURVEY LINE OF S.R. 699, SECTION 15100, AS SAID SURVEY LINE IS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN O.R. BOOK 1347, PAGE 250, AS CLERK'S INSTRUMENT NO. 913787A, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:
COMMUNITY: CITY OF ST. PETE BEACH - 125149
MAP/PANEL NO. 12103C0278H
SUFFIX: H
FIRM DATE: 08/24/2021
FLOOD ZONE: AE + 9'

THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE MAP OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PINELLAS COUNTY, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.

THE MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALE IN ENGLISH UNITS OF MEASUREMENT. ATTENTION IS BROUGHT TO THE FACT THAT SAID DRAWING MAY BE ALTERED IN SCALE BY THE REPRODUCTION PROCESS

THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF A TOPOGRAPHIC SURVEY ONLY AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY BOARD, COMMISSION OR OTHER ENTITY.

THE ELEVATIONS OF WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 1/10 FOOT FOR NATURAL GROUND SURFACES AND 1/100 FOOT FOR HARDSCAPE SURFACES, INCLUDING PAVEMENTS, CURBS AND OTHER MAN-MADE FEATURES AS MAY EXIST.

BENCH MARK: GPS - NAIL ELEVATION: 3.37 FEET (NAVD88)

INACCESSIBLE CORNERS WERE CALCULATED USING BOUNDARY PRINCIPLES AND PRACTICES. PHYSICAL MARKERS WILL BE PLACED AT OWNER'S REQUEST AT THE EXACT LOCATION OF EACH PROPERTY CORNER, UNLESS FIELD CONDITIONS ARE NOT FAVORABLE; IN WHICH CASE, THE OWNER SHOULD GUARANTEE ACCESS TO THE CORNERS OR OFFSET MONUMENTATION WILL BE SET.

LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT.

WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 1/10 FOOT UNLESS OTHERWISE SHOWN.

BEARINGS AS SHOWN HEREON ARE BASED UPON AN ASSUMED VALUE OF S10°21'20"E FOR THE EAST RIGHT OF WAY LINE OF GULF BLVD AS DEPICTED ON THE MAP OF SURVEY.

LEGAL DESCRIPTION SUBJECT TO ANY DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR RECORDED EASEMENTS.

THE SURVEYOR MAKES NO REPRESENTATION AS TO OWNERSHIP, POSSESSION OR OCCUPATION OF THE SUBJECT PROPERTY BY ANY ENTITY OR INDIVIDUAL.

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NO TREES FOUND 20' AWAY FROM PROPERTY UNLESS DEPICTED ON THIS MAP.

CERTIFY TO:

3511 GULF BLVD LLC
JAMES DEVITO

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS "TOPOGRAPHIC SURVEY" AND THE MAP OF SURVEY RESULTING THERE FROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "TOPOGRAPHIC SURVEY" MEETS THE INTENT OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

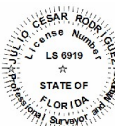
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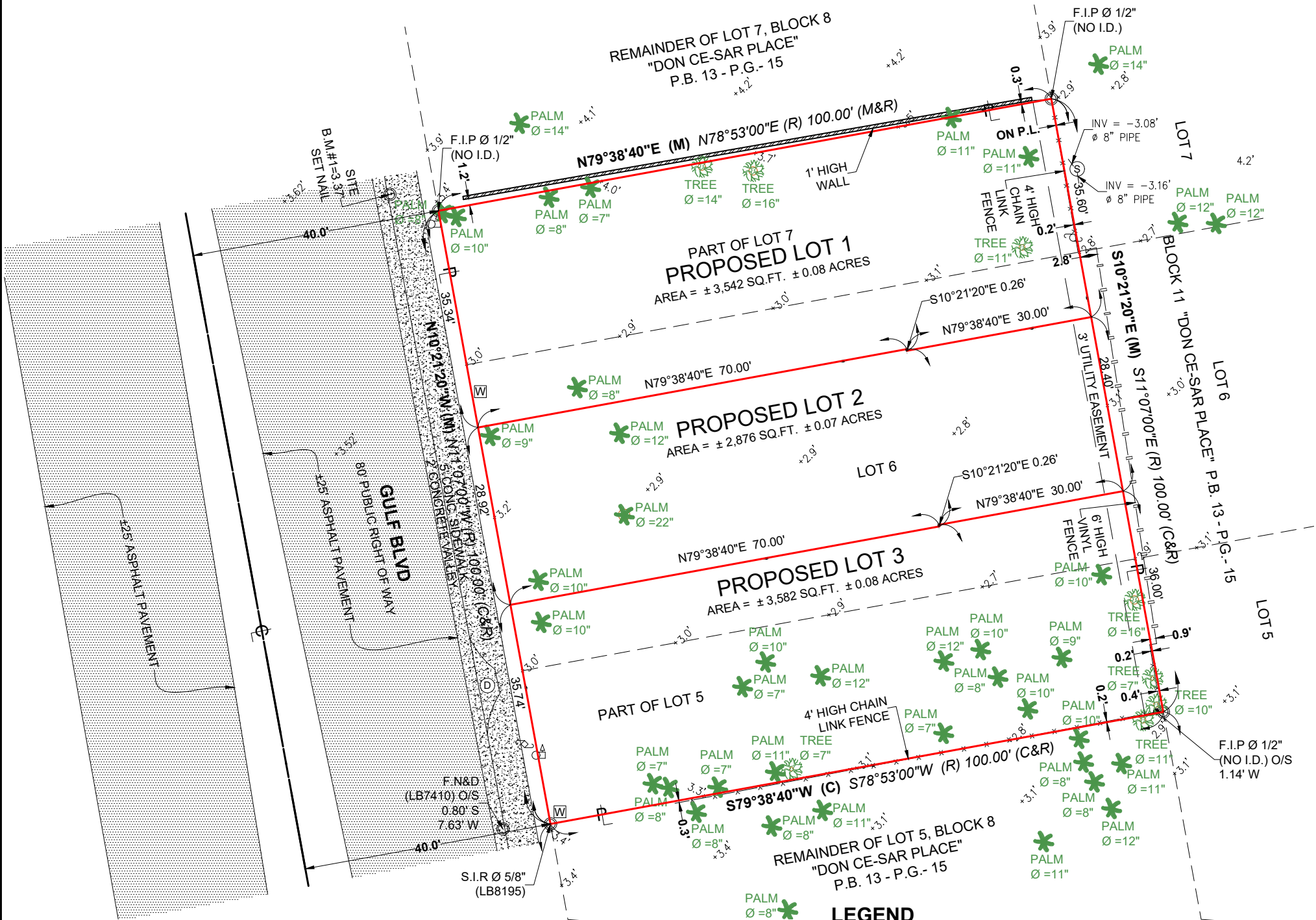
SHEET

1/1

Digitally signed by Julio C
Rodriguez
'Date: 2024.10.16 16:27:16 -04'00

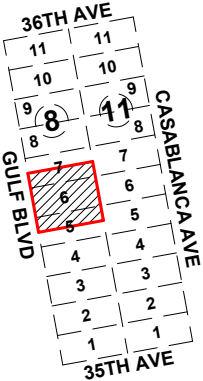


THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JULIO C. RODRIGUEZ (P.S.M.) USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

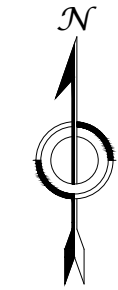


LEGEND

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- PROPERTY CORNER
- PROPERTY LINE
- PALM & TRUNK TREE
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- A/C UNIT
- MANHOLE (DRAINAGE)
- LIGHT POLE
- TRAFFIC SIGNAL
- FOUND OR SET MONUMENT



LOCATION MAP
(NOT TO SCALE)



SCALE: 1" = 20'

6528 U.S. 301 UNIT 106
RIVERVIEW, FL. 33578
L.B. 8195 - L.S. 6919
contact@gpsflorida.net



PROFESSIONAL
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ORIGINAL
FIELD DATE 09/19/2024
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JOB NO. 24-8035

DRAWN C.A.R.

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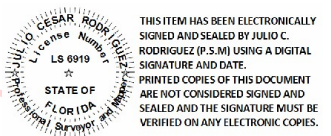
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JAMES DEVITO

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Digitally signed by Julio C Rodriguez
Date: 2024.10.16 16:26:48
-04'00

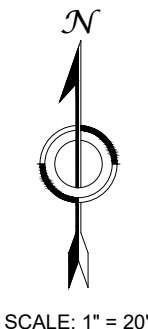
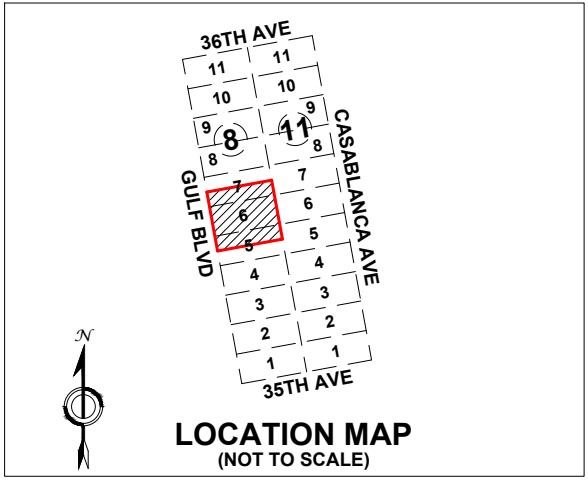


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ORIGINAL FIELD DATE 09/19/2024
REVISIONS: 10/15/2024

JOB NO. 24-8035
DRAWN C.A.R.

SHEET
1/1

GULF TOWNHOMES SUBDIVISION

A REPLAT OF PART OF LOT 5, ALL LOT 6 AND PART OF LOT 7 OF BLOCK 8 OF "CE-SAR PLACE " P.B.13 - P.G.15

SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST,
CITY OF SAINT PETERSBURG, PINELLAS COUNTY, FLORIDA.

P.B. _____ P.G. _____

LEGAL DESCRIPTION:

A PARCEL OF LAND WHICH IS A LAYOUT OF PART OF LOT 5, ALL OF LOT 6 AND PART OF LOT 7 OF BLOCK 8 OF "CE-SAR PLACE" P.B.13 - P.G.15 IN SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 8 ALSO BEING THE SOUTHWEST CORNER OF LOT 1 BLOCK 11 "DON CE-SAR PLACE" PLAT BOOK 13 ON PAGE 15; THENCE RUN N10°21'40"W ALONG THE EAST LINE OF BLOCK 8 ALSO BEING THE WEST LINE OF BLOCK 11 "DON CE-SAR PLACE" PLAT BOOK 13 ON PAGE 15 A DISTANCE OF 225.13 FEET TO POINT OF BEGINNING. THENCE RUN S79°38'40"W A DISTANCE OF 100.00 FEET; THENCE RUN N10°21'20"W ALONG THE EAST RIGHT-OF-WAY LINE OF GULF BLVD; THENCE RUN N79°38'40"E A DISTANCE OF 100.00 FEET; THENCE RUN S10°21'20"E ALONG THE EAST LINE OF BLOCK 8 ALSO BEING THE WEST LINE OF BLOCK 11 "DON CE-SAR PLACE" PLAT BOOK 13 ON PAGE 15 FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 10,000 SQUARE FEET OR 0.23 ACRES MORE OR LESS.

DEDICATION:

- 3511 GULF BLVD LLC HEREBY CERTIFIES THAT IT IS THE OWNER OF THE TRACT OF LAND DESCRIBED HEREON AS "GULF TOWNHOMES", AND THAT THIS PLAT REPRESENTS ITS INTENTION TO SUBDIVIDE THE PROPERTY AS DESCRIBED IN THE LEGAL DESCRIPTION, AND DOES HEREBY DEDICATE THIS PLAT FOR RECORD.
- 3511 GULF BLVD LLC AS OWNER OF THE LANDS PLATTED HEREIN DO(ES) HEREBY DEDICATE THIS PLAT OF (GULF TOWNHOMES) FOR RECORD.
- 3511 GULF BLVD LLC ALSO HEREBY CONFIRM THE LIMITS OF THE PUBLIC RIGHT OF WAY AS SHOWN HEREON.
- THE CITY WILL NOT OWN, CONSTRUCT, OR MAINTAIN ANY WATER, STORMWATER, AND WASTEWATER FACILITIES LOCATED ON PRIVATE PROPERTY. ALL WATER, STORMWATER, AND WASTEWATER UTILITIES LOCATED WITHIN THE PLAT SHALL BE PRIVATELY OWNED AND MAINTAINED. EACH LOT OWNER WILL MAINTAIN THE PRIVATE UTILITY EASEMENT ON THEIR RESPECTIVE LOT.

NOTES:

- 1) SUBDIVISIONS PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THE PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING. THE CITY HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
- 2) BEARINGS SHOWN HEREON ARE BASE UPON AN ASSUMED VALUE OF S10°21'40"E FOR THE EAST LINE BLOCK 8 ALSO BEING THE WEST LINE OF "DON CE-SAR PLACE" P.B. 13 - P.G. 15, AS DEPICTED ON THE MAP OF SURVEY, SAID LINE TO BE CONSIDERED A WELL ESTABLISHED AND MONUMENTED LINE.
- 3) THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY AN OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF CITY AND COUNTY.
- 4) NORTHING AND EASTING DATA (INDICATED IN FEET) AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD83-2007 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA. ORIGINATING COORDINATES FROM STATION PCDSM GPS 44 & PCDSM GPS 43. THE COORDINATE VALUES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY AND HAVE BEEN ESTABLISHED TO A MINIMUM OF THIRD ORDER ACCURACY
- 5) THE BEARINGS SHOWN ON THE PLAT ARE BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM OF 1983 (NATIONAL SPATIAL REFERENCE SYSTEM 2007 ADJUSTMENT)

OWNERS

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE PARCEL OF LAND HEREBY PLATTED AS "GULF TOWNHOMES SUBDIVISION".

OWNER: 3511 GULF BLVD. _____ SIGNATURE: _____

WITNESS: _____ WITNESS: _____
NAME: _____ NAME: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OS HILLSBOROUGH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____, DAY OF _____, 2024, BY _____, WHO IS PERSONALLY KNOW TO ME OR WHO PROVIDED _____ AS IDENTIFICATION.

SIGNATURE OF NOTARY NAME: _____
(PRINT OR TYPE NAME)

NOTARY PUBLIC: STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

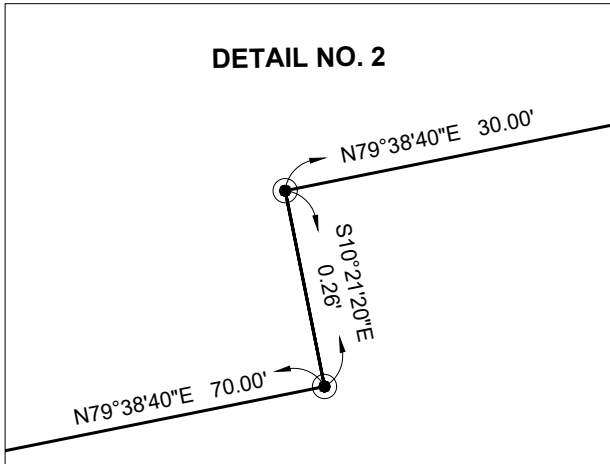
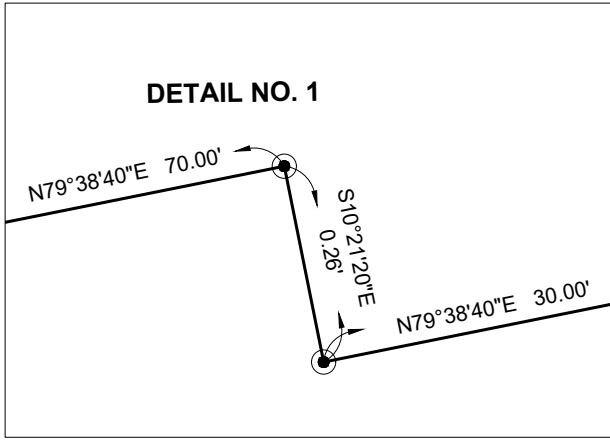
SURVEYOR'S CERTIFICATE:

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THE CITY OF ST. PETE BEACH, FLORIDA LAND DEVELOPMENT CODE; THAT PERMANENT REFERENCE MONUMENTS (PRM'S) WERE SET ON THE _____ DAY OF _____, 2024 AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PCP'S) AND LOT CORNERS HAVE BEEN OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE.

JULIO C. RODRIGUEZ
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6919
GLOBAL PROJECTS SURVEYING LLC
6528 US HWY 301 S, UNIT 106 RIVERVIEW, FL 33578
CERTIFICATE OF AUTHORIZATION NO. LB-8195

SIGNATURE: _____
DATE: _____

PSM SEAL



LEGEND

- P.O.C. - DENOTES POINT OF COMMENCEMENT
- P.O.B. - DENOTES POINT OF BEGINNING
- NW - DENOTES NORTHWEST
- SW - DENOTES SOUTHWEST
- P.B. - DENOTES PLAT BOOK
- P.G. - DENOTES PAGE
- L.S. - DENOTES LICENSED SURVEYOR
- L.B. - DENOTES LICENCE BUSINESS
- DENOTES 4"x4" CONCRETE MONUMENT, PERMANENT CONTROL POINT (PRM)
- DENOTES SET IRON ROD WITH CAP L.B. #8195

CITY OF ST. PETE BEACH:

THIS PLAT IS HEREBY ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF ST. PETE BEACH, FLORIDA.

DATE: _____
CHAIRMAN: _____
RESOLUTION NUMBER: _____

CITY CLERK:

I HEREBY CERTIFY THAT THE MAYOR OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVED THIS PLAT ON _____ 2024.

CITY CLERK/DEPUTY CLERK.

SURVEYOR'S REVIEW:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

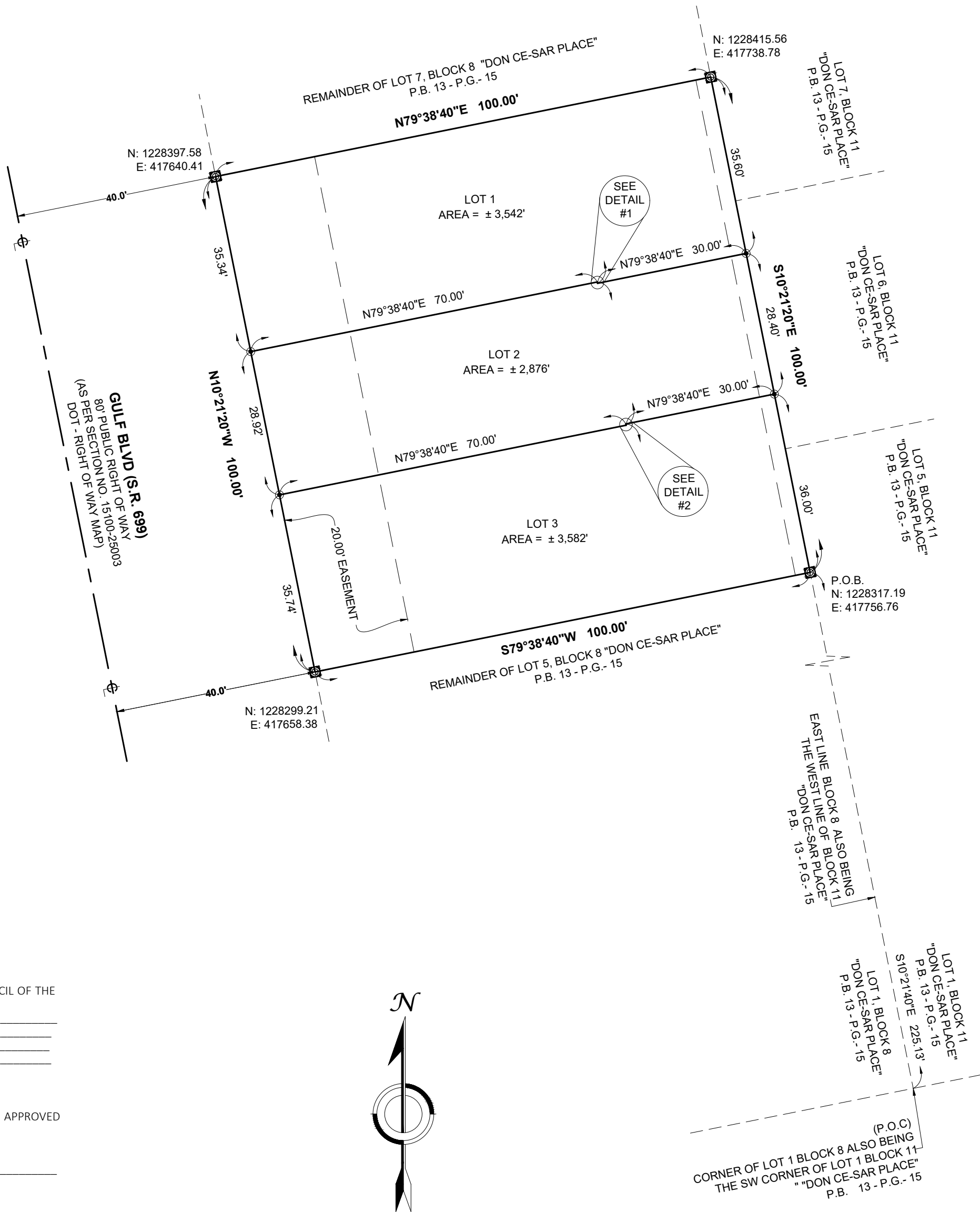
REVIEWED BY: _____
DATE: _____
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE #. _____
CITY OF ST. PETE BEACH, FLORIDA.

CLERK OF THE CIRCUIT COURT:

COUNTY OF PINELLAS, STATE OF FLORIDA.

I HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION HAS BEEN FILED FOR THE RECORD THIS _____ DAY OF _____ 2024, IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

BY: _____ BY: _____
CLERK OF THE CIRCUIT COURT DEPUTY CLERK
CLERK FILE NUMBER: _____, THIS _____ DAY OF _____, 2024.
TIME: _____ NUMBER: _____



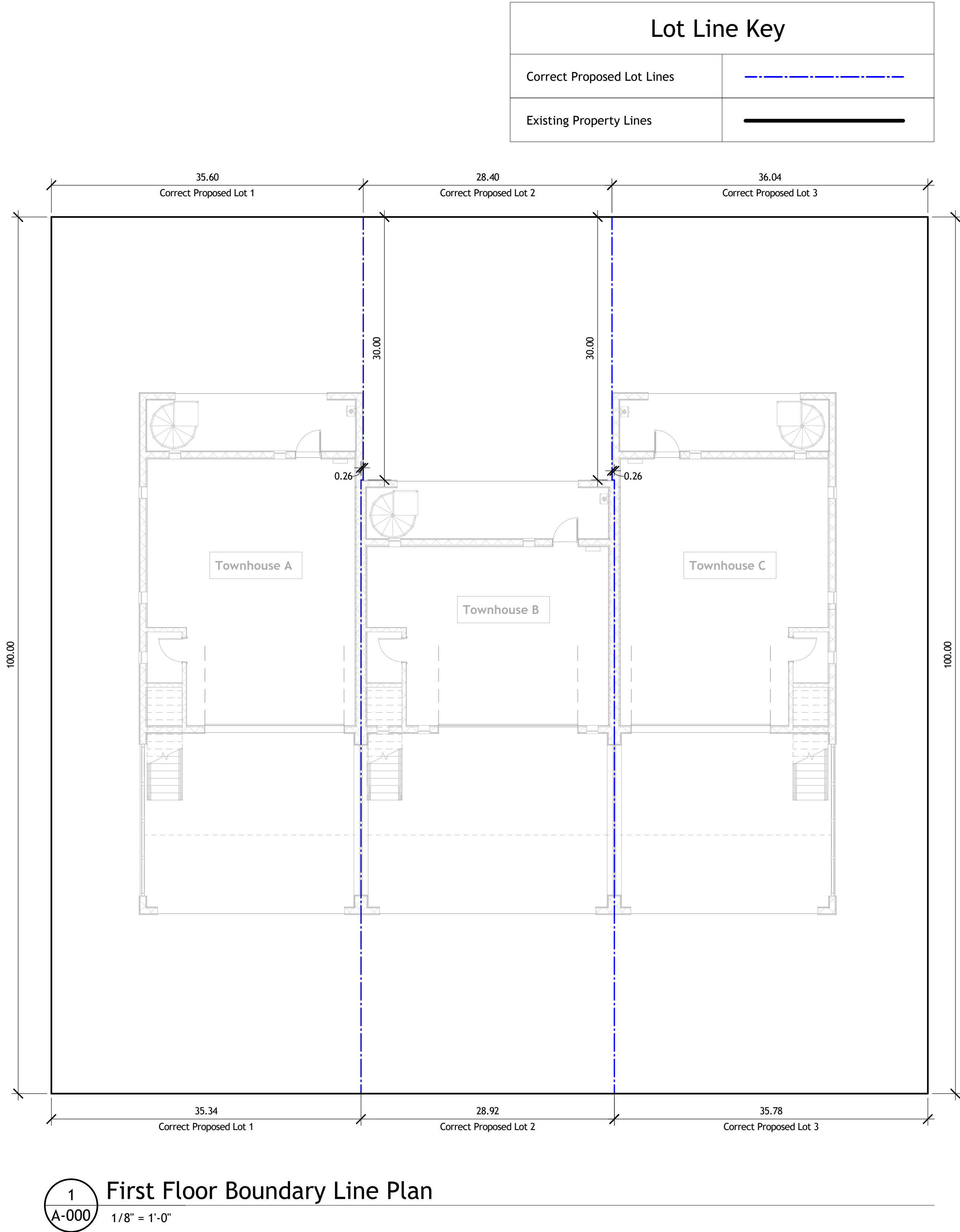
PREPARED BY:
GLOBAL PROJECTS SURVEYING LLC
PROFESSIONAL SURVEYOR AND MAPPER
LB 8195
6528 US HWY 301 S UNIT 106, RIVERVIEW, FL 33578
PHONE: (813) 423-3483 FAX: (813) 398-0111
DECEMBER 2024

SHEET 1 OF 1

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

Action Request: “I move to adopt Resolution 2025-03 to allow the City Manager negotiate an agreement for demolition services with PAW Materials, d.b.a. PAW Demolition.”

Strategic Objective: Enhance resiliency of essential facilities.

Date: February 25, 2025

Prepared By: James Kilpatrick, Fire Chief

Through: Frances Robustelli, City Manager

Summary of Issue: It has been determined that Fire Station 22, located at 1950 Pass-a-Grille Way, must be demolished due to severe and irreparable damage sustained during Hurricanes Helene and Milton. These hurricanes caused extensive damage to public buildings citywide, including Fire Station 22, which is no longer safe or functional. After careful evaluation and consultation with city staff, the Mayor, and the Commission, the City Manager has determined that demolishing the existing structure is in the best interest of residents and property owners. This decision will allow for the construction of a new, modern facility to better serve the community’s emergency response needs.

Funding: N/A

RESOLUTION 2025-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PAW MATERIALS, INC., D.B.A. PAW DEMOLITION TO DEMOLISH STATION 22 1950 PASS-A-GRILLE WAY.

WHEREAS, the City Commission of the City of St. Pete Beach desires to demolish Fire Station 22 located at 1950 Pass-a-Grille Way St. Pete Beach due to irreparable damage suffered during Hurricanes Helene and Milton.

WHEREAS, Hurricanes Helene and Milton passed through St. Pete Beach and the effects have been widespread throughout the City causing extensive damage to public buildings; and

WHEREAS, the City Manager has consulted with staff, Mayor and Commission and determined it is in the best interest of the residents and property owners of the City of St. Pete Beach to demolish Fire Station 22 to provide for the construction of a new facility.

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

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

SECTION 2. The City Commission hereby authorizes the City Manager to execute the agreement with PAW Materials, Inc., d.b.a. PAW Demolition.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Ralf Brookes, City Attorney

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Demolition of Fire Station 22

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and PAW Materials, Inc., d.b.a PAW Demolition. (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. Standard Form Addendum. The attached Standard Form Addendum, which contains all the Florida Statutorily required provisions applicable to this Agreement, is attached hereto as Exhibit "A" and its provisions modify and supplement this Agreement.
3. 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 **\$35,835.00**.
 - 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 six (6) months of the agreement.
10. Term. This Agreement will remain in effect for a period six (6) months 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 additionally named 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, such sum being specifically found by Contractor to be sufficient consideration for this indemnification, 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. Standard Form Addendum (Exhibit “A”)
 - b. Vendor Proposal (Exhibit B)
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:

PAW Materials, Inc., d.b.a. PAW Demolition
6640 S. R. 52
Bayonet Point, FL 34667

As to City:

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

With Copy To:

brockh@pawdemo.com

With Copy To:

cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.
24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.
25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney’s fees incurred through all appellate proceedings.
26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.
27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of

which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the Section 15 of the Standard Form Addendum, Exhibit "A", and that the facts stated in it are true.

PAW Materials, Inc., d.b.a. PAW Demolition

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Derek Wohlfiel

By: Frances Robustelli

Its: President

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of August, 2024 (“Agreement”) and titled _____.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) 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.
- (c) 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.
- (d) 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 City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Amber LaRowe
City Clerk/Public Records Custodian
cityclerk@stpetebeach.org

Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: 727-541-8040

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with

Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. 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;

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. 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.

16. 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, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. None.

EXHIBIT “B”

(Place Vendor’s Proposal Behind this Page)



PAW Materials, Inc, d/b/a PAW Demolition
Commercial – Industrial – Residential
Licensed – Bonded - Insured
CGC#1526440

1/14/25

Quote: 25-060

To:

John Taylor
St. Pete Beach
(727) 363-9279

jtaylor@stpetebeach.org

Project: Fire Station 22 - St. Pete Beach

Under the terms and conditions of this Proposal PAW Demolition will provide all labor, material and supervision necessary to complete the demolition and removal work described herein:

Scope of Work: Demolition & removal of (1) fire station, concrete, and asphalt

Site Visit: 1/13/25

Inclusions (1 Mobilization):

- Demolition permit
- NESHAP (10-day notification)
- Cut & cap of water/sewer
- Installation/maintenance of silt fence (ownership transferred to owner on completion of demolition)
- A/C evac
- Removal of bulbs & ballasts
- Demolition & removal of all C&D
- Demolition & removal of all concrete slab, footers, and CMU
- Demolition & recycle of all metals
- Demolition & removal of asphalt (base to remain)
- Rough grade of disturbed area post-demolition
- Seed & hay of disturbed area post-demolition

Quoted Price: \$35,835.00

ADD/ALT Asbestos Survey:

- Perform asbestos survey

Quoted Price: \$3,705.00

Alt Acceptance Initial: _____



Exclusions:

- Abatement
- Tree removal / tree trimming
- Lay out for saw cutting
- Salvage to owner
- Hazardous material handling or disposal
- Yard piping demo & removal outside of footprint of structures
- Capping/Plugging of all abandoned underground pipe
- Seed/Sod
- Grout Filling
- Density Testing
- Dewatering
- Import/Export of fill material
- Anything not listed

Special Notes:

- Additional mobilizations if required shall be at \$1,000.00 each
- All contracts should be made out to PAW Materials, Inc.

Payment:

Payment for all work completed shall be made to PAW NET 30 upon the completion of work and owners' acceptance without exception or retention whether or not Customer has received payment from any other source. Alternative terms may be negotiated prior to commencement.

Salvage Rights:

PAW Reserves all rights to all content on the property unless specified that the items in question are to be turned over to the owner, reused, saved and or listed in the specifications/contract or during bid time in writing to be removed by others.

Acceptance:

This proposal shall remain an offer for acceptance by Customer for a period of thirty days. PAW, at its discretion, may terminate thereafter.

Sincerely,

Brock Haymaker

Estimator

(727) 238-5337

brockh@pawdemo.com

Accepted By: _____ Title: _____ Date: _____

Authorized Signer for Owner / Contractor

St. Pete Beach City Commission Agenda Report

Action Request:	“I move to approve the contract with PAW Demolition for \$35,835.00 for demolition and removal of Fire Station 22 and authorize the City Manager to sign the contract.”
Strategic Objective:	Enhance resiliency of essential facilities.
Date:	February 25, 2025
Prepared By:	James Kilpatrick, Fire Chief
Through:	Frances Robustelli, City Manager
Summary of Issue:	The need for a new fire station to replace Fire Station 22 is both urgent and essential, particularly after the devastating impacts of Hurricanes Helene and Milton. These storms rendered Fire Station 22 uninhabitable and out of service, leaving the southern end of the city without a critical emergency response facility. The station sustained over 50% damage, triggering FEMA requirements for reconstruction to meet updated standards. This closure highlighted the station’s inability to provide fire protection and medical services during severe weather, putting residents and first responders at risk. In addition to sustained damage, Fire Station 22 lacks modern facilities to support its expanded responsibilities and diverse workforce. It does not meet current fire safety codes, lacking alarms, sprinklers, and proper separation between living quarters and apparatus bays. These deficiencies compromise the station’s functionality and safety, leaving it unable to meet today’s operational needs. Rebuilding Fire Station 22 as a resilient facility in compliance with FEMA requirements is essential. As St. Pete Beach continues to grow as a top tourist destination, a new fire station will provide the infrastructure needed to protect residents, visitors, and investments. This project aligns with the city’s commitment to resilience, safety, and disaster preparedness, ensuring uninterrupted emergency services during future severe weather events. In order to rebuild the structure at the current location, the existing structure must be demolished.
Funding:	The demolition is funded through insurance and potential FEMA reimbursements. The reconstruction project is

currently partially funded through the General Fund and a \$2 million dollar appropriation from the state. Additional funds will need to be identified or secured through grants or appropriations in order to construct a new facility

Attachments: Service Agreement

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Demolition of Fire Station 22

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and PAW Materials, Inc., d.b.a PAW Demolition. (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. Standard Form Addendum. The attached Standard Form Addendum, which contains all the Florida Statutorily required provisions applicable to this Agreement, is attached hereto as Exhibit "A" and its provisions modify and supplement this Agreement.
3. 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 **\$35,835.00**.
 - 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 six (6) months of the agreement.
10. Term. This Agreement will remain in effect for a period six (6) months 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 additionally named 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, such sum being specifically found by Contractor to be sufficient consideration for this indemnification, 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. Standard Form Addendum (Exhibit “A”)
 - b. Vendor Proposal (Exhibit B)
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:

PAW Materials, Inc., d.b.a. PAW Demolition
6640 S. R. 52
Bayonet Point, FL 34667

As to City:

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

With Copy To:

brockh@pawdemo.com

With Copy To:

cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.
24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.
25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney’s fees incurred through all appellate proceedings.
26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.
27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of

which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the Section 15 of the Standard Form Addendum, Exhibit "A", and that the facts stated in it are true.

PAW Materials, Inc., d.b.a. PAW Demolition

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Derek Wohlfiel

By: Frances Robustelli

Its: President

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of August, 2024 (“Agreement”) and titled _____.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) 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.
- (c) 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.
- (d) 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 City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Amber LaRowe
City Clerk/Public Records Custodian
cityclerk@stpetebeach.org

Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: 727-541-8040

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with

Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. 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;

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. 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.

16. 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, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. None.

EXHIBIT “B”

(Place Vendor’s Proposal Behind this Page)



PAW Materials, Inc, d/b/a PAW Demolition
Commercial – Industrial – Residential
Licensed – Bonded - Insured
CGC#1526440

1/14/25

Quote: 25-060

To:

John Taylor
St. Pete Beach
(727) 363-9279
jtaylor@stpetebeach.org

Project: Fire Station 22 - St. Pete Beach

Under the terms and conditions of this Proposal PAW Demolition will provide all labor, material and supervision necessary to complete the demolition and removal work described herein:

Scope of Work: Demolition & removal of (1) fire station, concrete, and asphalt

Site Visit: 1/13/25

Inclusions (1 Mobilization):

- Demolition permit
- NESHAP (10-day notification)
- Cut & cap of water/sewer
- Installation/maintenance of silt fence (ownership transferred to owner on completion of demolition)
- A/C evac
- Removal of bulbs & ballasts
- Demolition & removal of all C&D
- Demolition & removal of all concrete slab, footers, and CMU
- Demolition & recycle of all metals
- Demolition & removal of asphalt (base to remain)
- Rough grade of disturbed area post-demolition
- Seed & hay of disturbed area post-demolition

Quoted Price: \$35,835.00

ADD/ALT Asbestos Survey:

- Perform asbestos survey

Quoted Price: \$3,705.00
Alt Acceptance Initial: _____



Exclusions:

- Abatement
- Tree removal / tree trimming
- Lay out for saw cutting
- Salvage to owner
- Hazardous material handling or disposal
- Yard piping demo & removal outside of footprint of structures
- Capping/Plugging of all abandoned underground pipe
- Seed/Sod
- Grout Filling
- Density Testing
- Dewatering
- Import/Export of fill material
- Anything not listed

Special Notes:

- Additional mobilizations if required shall be at \$1,000.00 each
- All contracts should be made out to PAW Materials, Inc.

Payment:

Payment for all work completed shall be made to PAW NET 30 upon the completion of work and owners' acceptance without exception or retention whether or not Customer has received payment from any other source. Alternative terms may be negotiated prior to commencement.

Salvage Rights:

PAW Reserves all rights to all content on the property unless specified that the items in question are to be turned over to the owner, reused, saved and or listed in the specifications/contract or during bid time in writing to be removed by others.

Acceptance:

This proposal shall remain an offer for acceptance by Customer for a period of thirty days. PAW, at its discretion, may terminate thereafter.

Sincerely,

Brock Haymaker

Estimator

(727) 238-5337

brockh@pawdemo.com

Accepted By: _____ Title: _____ Date: _____

Authorized Signer for Owner / Contractor



MEMORANDUM

TO: Mayor and Elected Officials

FROM: Jill Sassone, Human Resources Director

THROUGH: Frances Robustelli, City Manager

DATE: January 28, 2025

SUBJECT: Addressing Pay Compression and Recommended Pay Adjustments, with an Effective Date of March 3, 2025.

A critical issue has emerged following the recent pay study and its subsequent implementation: pay compression. The new pay structure has inadvertently led to pockets where long-serving, experienced employees are earning wages less than those of newly hired personnel, creating pay inequities within our workforce.

Pay compression negatively impacts morale, diminishes employee satisfaction, and threatens the ethical integrity of the organization. Our valued employees, particularly those who have contributed significantly over the years, may feel undervalued or overlooked, which can result in disengagement, lower retention, and even the loss of skilled personnel.

It is recommended that the Commission authorize the City Manager to allow pay adjustments for employees affected by pay compression inequities. Addressing these inequities will not only ensure that our compensation system remains fair and competitive but also reinforce our commitment to retaining experienced individuals who contribute significantly to the success of our community.

Current Title	Tenure (Years)	Current Pay Rate	Compression Adjustment
AQUATIC FACILITY COORDINATOR	7.9	\$25.43	\$28.46
LIFEGUARD I	9.5	\$19.11	\$19.75
BEACH MAINTENANCE WORKER III	4.8	\$24.28	\$25.49
PARKS MAINTENANCE WORKER III	7.9	\$20.77	\$27.30
PARKS MAINTENANCE WORKER III	12.3	\$25.38	\$29.38
UTILITIES TECHNICIAN	6.0	\$24.01	\$32.25
UTILITIES MAINTENANCE WORKER III	8.2	\$23.45	\$30.87
UTILITIES MAINTENANCE WORKER III	9.8	\$24.88	\$30.87
Total Annualized Pay		\$389,604.80	\$466,697.92
Additional Cost			\$77,093.12

In closing, staff recommends and seeks your adoption of this resolution. Thank you.

RESOLUTION 2025-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA; MAKING FINDINGS; PROVIDING FOR THE APPROVAL OF CERTAIN PAY COMPRESSION ADJUSTMENTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, analysis has shown that in recent years, due to the necessity of recruiting and hiring talent at competitive market wage rates over and above the pay rates of tenured staff, the pay for certain City of St. Pete Beach employees has been compressed; and

WHEREAS, it has been determined that there are eight (8) hourly employees that are particularly suffering from pay compression inequities; and

WHEREAS, the City Manager has requested authority to process critical pay adjustments for those eight (8) hourly employees to resolve pay compression inequities not addressed in the Paypoint Compensation Study implemented in October, 2024, at a total additional cost to the City of \$77,093.12; and

WHEREAS, the City Commission finds that the adoption of this Resolution is in the best interests of the City of St. Pete Beach; and

WHEREAS, the City Commission finds that the adoption of this Resolution is in the best interests of the City of St. Pete Beach.

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

SECTION 1. Recitals. The above (“Whereas” clauses) are true and correct and shall constitute the findings, purpose and intent of the City Commission in adopting this Resolution.

SECTION 2. The City Commission hereby adopts the following pay for the following eight (8) employees effective March 4, 2025:

Current Title	Tenure (Years)	Current Pay Rate	Compression Adjustment
AQUATIC FACILITY COORDINATOR	7.9	\$25.43	\$28.46
LIFEGUARD I	9.5	\$19.11	\$19.75
BEACH MAINTENANCE WORKER III	4.8	\$24.28	\$25.49
PARKS MAINTENANCE WORKER III	7.9	\$20.77	\$27.30
PARKS MAINTENANCE WORKER III	12.3	\$25.38	\$29.38

UTILITIES TECHNICIAN	6.0	\$24.01	\$32.25
UTILITIES MAINTENANCE WORKER III	8.2	\$23.45	\$30.87
UTILITIES MAINTENANCE WORKER III	9.8	\$24.88	\$30.87
Total Annualized Pay		\$389,604.80	\$466,697.92
Additional Cost			\$77,093.12

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2025.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney



MEMORANDUM

TO: Mayor and Elected Officials

FROM: Jill Sassone, Human Resources Director

THROUGH: Frances Robustelli, City Manager

DATE: January 28, 2025

SUBJECT: Amending Personnel Rules and Regulations, Section 8.08, Promotion, with an Effective Date of March 3, 2025.

The ability to attract, recruit, promote, and retain staff is highly dependent upon offering competitive and equitable pay rates.

Currently, our Personnel Rules & Regulations provides for starting pay rates for new employees based on recognizing past years of comparable service (non-IAFF positions). This allows us to externally recruit, interview qualified talent, and negotiate a competitive starting pay rate with quality candidates. However, internally, when our own employees apply for that same position, the Personnel Rules and Regulations, Section 8.08, states they are limited to a 5% pay increase or the minimum of the pay grade, whichever is greater. This unfavorable restriction is outdated and leads to pay inequities, such as pay compression.

To address this issue, we recommend updating the Personnel Rules & Regulations, Section 8.08, to provide the same equal opportunity for qualified internal employees applying for the same position. Specifically, we propose providing Department Directors with the ability to recommend to the City Manager, through Human Resources, competitive starting pay rates that factor in the most qualified internal applicants's requisite education and relevant experience as well.

In closing, staff recommends and seeks your adoption of this resolution. Thank you.

RESOLUTION 2025-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA; MAKING FINDINGS; PROVIDING FOR THE AMENDMENT OF SECTION 8.08 OF THE CITY'S PERSONNEL RULES AND REGULATIONS ADDRESSING STARTING SALARY FOR A CURRENT EMPLOYEE WHO IS HIRED FOR A DIFFERENT POSITION IN THE CITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the ability to recruit, promote, and retain staff is highly dependent upon offering competitive and equitable pay rates; and

WHEREAS, starting pay rates of non-union new employees of the City of St. Pete Beach are competitive; and

WHEREAS, starting pay is determined based upon the applicant's requisite education and directly related experience, additional factors such as internal equity, market supply and demand for industry talent, and related compensable factors; and

WHEREAS, in order to facilitate the retention of highly qualified city staff members, the City Manager recommends the amendment of Section 8.08 (Promotion, Demotion & Lateral) of the Personnel Rules and Regulations adopted by Resolution 2020-16 to ensure internal employees applying for a position through a competitive recruitment process are treated in an equal manner to an external applicant when starting pay is determined; and

WHEREAS, the City Commission finds that the adoption of this Resolution is in the best interests of the City of St. Pete Beach.

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

SECTION 1. Findings. The above ("Whereas" clauses) are true and correct and shall constitute the findings, purpose and intent of the City Commission in adopting this Resolution.

SECTION 2. The City Commission hereby adopts the following change to Subsection A of Section 8.08 of the Personnel Rules and Regulations by the addition of the below underlined language:

- A. An employee who is promoted to a position in a higher pay grade, shall receive an increase in the rate of pay. Generally, the new pay shall be the minimum rate in the new pay grade or a 5% increase, whichever is greater (ex. career ladders).

When a Department Director recommends and selects a current employee as part of a competitive recruitment process, the City Manager may approve a starting salary

commensurate with the internal applicant's appropriate education and experience, and internal equity analysis.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2025.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

St. Pete Beach City Commission Agenda Report

Action Request: Motion to authorize the City Manager to enter into an agreement in the amount of \$99,000 with Dixon Parking Management to conduct a Parking Study to look at residential permit parking, number of spaces, types of spaces, rates and viability of increasing existing City-wide parking.

Strategic Objective: Internal Operations

Date: February 25, 2025

Prepared By: John K. Taylor

Through: Frances Robustelli

Summary of Issue:

- In January 2025 RFP results were received for the Comprehensive Parking Management Study. In the review process, three(3) Bids were received with Dixon Parking Management being chosen as the winning proposal by the review committee.
- The Comprehensive Parking Management Study will be looking at the residential permit parking program, number of spaces, types of spaces, rates and viability of increasing parking within the City of St. Pete Beach.
- The Study will be completed in phases by the end of June 2025 timeframe.
 - Project Coordination
 - Community Outreach
 - Updating Current Inventory of Existing Parking
 - Parking Usage and Observations Analysis
 - Assessment of Existing and Future Demand
 - Assessing how to maximize current and future parking fee structures
 - Identifying Parking Priorities and Recommendations
 - Final Report

Funding: Budgeted \$60,000 acct.5605-5310-Remainder to be taken from City Manager Salaries 5201-5120

Attachments:

- Dixon Proposal
- Bid Analysis

**Reviewed by the
City Manager:** _____

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Comprehensive Parking Management Study

This is an Agreement (the “Agreement”) entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Dixon Resources Unlimited. (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. Standard Form Addendum. The attached Standard Form Addendum, which contains all the Florida Statutorily required provisions applicable to this Agreement, is attached hereto as Exhibit “A” and its provisions modify and supplement this Agreement.
3. 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 \$99,000.
 - 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 six (6) months 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 additionally named 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, such sum being specifically found by Contractor to be sufficient consideration for this indemnification, 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. Standard Form Addendum (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:

Dixon Parking Unlimited
1519 East Chapman Avenue #200
Fullerton, CA 92381

As to City:

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

With Copy To:

julie@dixonresourcesunlimited.com

With Copy To:

cityattorney@stpetebeach.org

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

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

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

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

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of

which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the Section 15 of the Standard Form Addendum, Exhibit "A", and that the facts stated in it are true.

Dixon Resources Unlimited

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Julie Dixon

By: Frances Robustelli

Its: President

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of August, 2024 (“Agreement”) and titled _____.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) 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.
- (c) 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.
- (d) 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 City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Amber LaRowe
City Clerk/Public Records Custodian
cityclerk@stpetebeach.org

Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: 727-541-8040

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with

Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. 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;

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. 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.

16. 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, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. None.

EXHIBIT “B”

(Place Request for Bid behind this page)



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

**2024 Comprehensive
Parking Management
Study**

**Proposals due on or before
1/7/2025 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)	12/11/2024	1:00 PM
Deadline for Question Submission	12/23/2024	10:00 AM
Bid Receiving Deadline	1/07/2025	9:00 AM
Bid Opening	1/07/2025	10:00 AM

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in to conduct a **Comprehensive Parking Management Study** for the City of St. Pete Beach.

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

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Comprehensive Parking Management Study"** 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach **"Comprehensive Parking Management Study"**.

COMPANY: _____ DATE: _____

ADDRESS: _____ PHONE: _____

PROPOSER: _____ NAME: _____
(SIGNATURE) (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 PROPOSAL TO:

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

III. FEE SCHEDULE

|

IV. GENERAL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City is requesting proposals from qualified and experienced firms to conduct a **Comprehensive Parking Management Study** for the City of St. Pete Beach. The City will set fees and rates at levels that fully cover the total direct and indirect costs—including operations, capital outlay, and debt service. |

REQUEST FOR PROPOSAL SUMMARY

The **Comprehensive Parking Management Study** will enable the City of St. Pete Beach to better understand, based on study, where rates should be, how to better manage parking throughout the City.

PROPOSAL SUBMITTALS

Proposal documents must include a signed/notarized Contractor's Proposal Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original electronically to either Bonfire or DemandStar. Only electronic submissions will be accepted..

Proposal documents must include all items listed under the Proposal Submittal Instructions section of this RFP.

All proposals must be in by **9:00 AM EST, 01/07/2025-NO EXCEPTIONS**

Submit all documents electronically to:

DemandStar

Bonfire

Clearly marked as: **"Comprehensive Parking Management Study"**

PROPOSER INFORMATION

All prospective Proposers must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to submit, along with their company name and contact information at least ten (10) business days before the proposal submittal deadline. 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-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on **12/11/2024 at 1:00 PM EST** via Microsoft Teams. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Microsoft Teams instructions.

CONTACT INFORMATION

Procurement Manager - John Taylor

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

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SUBMISSION OF PROPOSALS

Proposers should follow the format specified in this RFP and structure their responses to follow the sequence of the Proposal Submittal Instructions when submitting a proposal. An Evaluation Committee will evaluate the proposals received based on responsiveness to the evaluation criteria below and price information provided on the fee schedule.

Proposer is advised that exceptions to any of the terms contained in this RFP or the service agreement must be identified in its response to the RFP. Failure to do so may lead the city to declare any such term non-negotiable. The proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the proposer who is determined to be the most advantageous for the City.

The following criteria, in order of priority, will be considered in the evaluation of the proposal:

- a. The ability, capacity, and skill of the Proposer to perform the contract;
- b. The cost of the services provided, including any contract renewals;
- c. The performance of previous contracts and references;
- d. The sufficiency of the financial resources and ability of the Proposer to provide services for the term of the contract, including extensions; and
- e. Any other factors determined to be pertinent at the discretion of the Evaluation

Committee.

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall include the following:

- a. A signed and notarized Proposer's Contract Proposal.
- b. A completed Fee Schedule. Note any exceptions.
- c. Current proof of insurance certificate.
- d. A letter from the surety company stating the contractor is bondable up to \$10,000.00 and upon activation following a disaster event a performance bond will be issued.
- e. A list of references and minimum qualifications as outlined in Section V.
- f. Electronically submitted via Bonfire or DemandStar.

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 **RFP**. All questions pertaining to the terms and conditions or scope of work of this Request for Proposal (**RFP**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **9:00 AM EST on 12/23/2024**. Responses to questions may be handled as an Addendum if the response provides clarification to the requirements of the **RFP**. 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 **RFP** 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. If the Proposer discovered the opportunity through one of the two online platforms (Bonfire or DemandStar), do not submit questions through these platforms. Only questions emailed directly to the City Procurement Manager will be answered.

SCOPE OF WORK

The City of St. Pete Beach is soliciting Proposals from qualified and experienced firms registered to do business in the state of Florida to conduct a **Comprehensive Parking Management Study**. This study will include inventory and mapping existing parking, analyze parking needs and opportunities, and provide recommendations through development of a parking plan.

DETAILED SPECIFICATIONS

The City of St. Pete Beach currently offers (3) three beach parking lots, (3) three shared lots, free parking in the downtown district (Corey Avenue, City Hall and Community Center), Residential and permitted parking as well as approximately 680 metered spaces in the City.

The City also offers (4) EV Charging Stations, two at the Public Library and (2) two at the Community Center with a per hour charge.

Current and Planned Rates

Current Rates as of September 2024

a. See Attachment A

Permits and Programs

Residential Parking Permits are currently free for cars and golf carts. Hang tags when having guests for a party (party pack) is \$3 per tag.

The City is looking for a reputable vendor to perform a thorough analysis of the parking permit and hourly parking rates. The goal of this study is to provide valuable insights in order to make informed decisions about our parking rate structure, ensuring it aligns with the needs of our customers while optimizing our revenue generation.

1. Project Coordination

The Consultant will work closely with the Parking Services Division throughout all phases of the project and the completion of the scope of services. Regular project management meetings with municipal staff will be expected throughout the project.

2. Customer Outreach

The consultant shall propose a methodology for surveying and/or interviewing business owners, employees, residents, visitors, developers, stakeholders, and municipal staff to determine parking needs. The survey shall be used to identify needs, concerns, experiences, and issues with the current parking conditions in St. Pete Beach. The process shall have several response opportunities, to reach a broad cross-section of respondents.

3. Update Inventory of Existing Parking

The City completed an inventory of existing parking in Summer 2024. The consultant should update that inventory as necessary to ensure that the inventory contains a block-by-block inventory City-wide study area (Exhibit B) with the following: on-street parking spaces (number, location, time limit, and hours of service), public and private parking lot spaces (number, location, time limit, and hours of service), residential parking, loading zones, and accessible parking. Final reports shall include this data presented on a GIS-based map and spreadsheets.

4. Parking Usage and Observations Analysis

The study area shall be examined at different times of the day and days of the week to provide insight into changing dynamics in the parking demand to determine average and peak occupancy, average turnover, and average parking durations. Areas of interest include determining peak demands and periods of the day when parking is at low demand and peak demand; identifying areas of perceived parking space shortages, and surpluses; identifying on-street parking spaces that are non-conforming with by-laws and legislation; identifying underutilized private lots that could potentially provide additional parking in high volume parking areas; identify, where appropriate areas for increased and/or improved pedestrian connectivity and walkability, including areas for bicycle and pedestrian amenities; identify

where new parking spaces could be relocated to comply with accessibility standards and other applicable provincial and federal laws.

5. Assessment of Existing and Future Demand

Assess the demand for parking within the study area and evaluate the demand to current inventory; project new demand based on current land use ordinances and projected business and residential growth.

- a. Review all residential parking zones and make recommendations of where they should be and how much we should charge to better manage parking demand and residential access to their own street parking
- b. Review of all potential city property and ability to generate revenue
- c. Review of enforcement program and recommendations for improved operations to ensure compliance during peak times

Evaluate parking standards in current land use ordinances. Identify parking solutions to account for projected changes and/or growth in the study area.

6. Evaluate Various Scenarios

The Consultant shall evaluate various scenarios including, but not limited to the below list. Additional scenarios may be added as a result of community outreach.

- a. To inventory and evaluate the usage of publicly accessible parking
- b. To Identify the needs and potential opportunities by comparing them to established benchmarks of similar communities
- c. Evaluate golf cart parking, boat ramp parking and shared parking agreements (public/private partnerships)
- d. Evaluate maximum daily rates in the structures to incentivize longer term parking
- e. Evaluate permit parking fees for commercial and residential
- f. Evaluate the current validation program and possible enhancements
- g. Consider programs to benefit the local community/local-specific incentives
- h. To formulate suggested approaches and initiatives aimed at establishing parking requirements, encompassing various aspects such as parking management, connectivity enhancement, physical infrastructure adjustments, regulatory and zoning modifications, and educational efforts.
- i. Identify opportunities for additional parking using the City's Right of Way.
- j. Evaluate the costs and benefits of user experience enhancement options including but not limited to:
 1. License Plate Recognition auto billing in the structures
 2. Reduction in the number of supported mobile apps
 3. Signage and communication options
- k. Evaluate current Parking enforcement operations needs and best practices.

7. Identify Parking Priorities and Recommendations

Develop parking priorities and recommendations to help address real and perceived parking concerns. A phased implementation plan to meet current and future parking needs shall be included. Recommended strategies may include, but are not limited to:

- a. Bicycle and pedestrian connectivity improvement, including signage, wayfinding, and lighting recommendations.
- b. Land use ordinance amendments, such as changes to parking standards and parking in-lieu fees and assess metered parking fees.
- c. Changes to public parking supply and locations, including establishing peripheral parking and repurposing existing parking spots where appropriate.
- d. Programs and initiatives such as educational, informational and/or marketing materials for local businesses and residents, rideshare and bikeshare programs, park and walk initiatives, employee and user incentives, parking demand management, and enforcement.

8. Final Report

The tasks above will be combined into a final report documenting the project.

Deliverables:

- a. Review the public parking needs of the community.
- b. Collect data and present it in a graphical and spreadsheet format. A map/inventory of shall be developed illustrating current parking spaces in the city including the location of handicap spaces and drop-off/loading spaces, public vs. private status and time regulations of public parking spaces.
- c. The survey of utilization and use patterns shall be tabulated and illustrated with graphics.
- d. Create a set of performance measurements for tracking the success of the program.
- e. Evaluate various scenarios as described.
- f. Conduct community consultation with groups as identified including the public, staff, Commission, municipal advisory committees, and community groups.
- g. Attend and participate in meetings with Parking Services and provide timely, accurate, and reliable information.
- h. Develop a Parking Rate Study report, summarizing study findings and recommendations. A draft shall be prepared for stakeholder review, and a final version shall be submitted to Parking Services in electronic form, along with all original files and data developed and used as part of this study.
- i. Provide a Commission Presentation if needed.

C. PROJECT SCHEDULE

Preliminary Schedule

Begin Study February 2025

Final Rate Study • June 2025

ADDITIONAL WORK DETAILS

Proposers or persons wishing to submit a proposal on this project shall be licensed, bondable and insured in accordance with the City's requirements. The Proposer will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also

include all costs for licenses, permits and any material disposal fees.

Proposers 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 Procurement Manager at least ten (10) business days before proposal submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to Proposers in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve Proposers of their responsibilities to perform the work.

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

STATEMENT OF WORK

The Proposer 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 Proposer's Proposal and Proposal 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 Proposer shall, within ten (10) business days after receipt of the Notice of Award and before commencement of any operations hereunder, execute the Agreement. Additionally, the Proposer shall, within twenty (20) business days after receipt of the Notice of Award, provide all required documentation to the City.

COMPLETION OF WORK

The work will be completed and ready for final inspection within (6) six months from contract execution.. |

COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposers. No payment will be made for any responses received or for any other effort required of or made by; the Proposer's prior to contract commencement.

ORAL PRESENTATION

The City may require an oral presentation of the proposal at the Evaluation Committee's discretion. This could also include a formal interview of any and all members of the Proposer's

contract management staff.

CONFLICT OF INTEREST

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in FL Stat. 112.311. The Proposer further represents that no person having any interest shall be employed for said performance.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the city as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

LATE PROPOSAL OR MODIFICATIONS

Modifications in writing received prior to the time set for the proposal submittal will be accepted. Proposal modifications received after the time set for the proposal submittal will not be considered.

RELATED PARTIES AND MULTIPLE PROPOSALS

Where two (2) or more related parties each submit a proposal or multiple proposals are received from (1) Proposer, for any such contract, such proposals shall be judged non-responsive. Related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof where one (1) Proposer has a direct ownership interest in another Proposer for the same contract.

RIGHT TO AUDIT

The City of St. Pete Beach reserves the privilege of auditing a Proposer's record as such records relate to purchases or work between the City and said Proposer. Records should be maintained for three years from contract date.

VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated throughout the RFP apply to this contract except as specifically stated. This should be fully understood by Proposers prior to submitting a proposal.

ASSIGNMENT

The Proposer shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this

work, the Proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Proposer's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City shall include but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

LOBBYING

Lobbying of Evaluation Committee members, City employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid award or bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City and shall be prohibited until either an award is final or the protest is finally resolved by the City Manager or Procurement Manager; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting City departments to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS

The City reserves the right, by change order, to unilaterally add or delete locations/services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Proposer will be required to provide or reduce services to this contract in accordance with the terms, conditions, and specifications.

SERVICES AGREEMENT

A written agreement incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer, and presented to the City Commission for approval and signature.

INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers shall use the original RFP forms provided within the RFP and enter information in the spaces where a response is requested. Proposers may use an attachment as an addendum to the

RFP forms if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of the RFP. Any such modifications or alterations a Proposer wishes to propose must clearly be stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this 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 contract and requirements and shall determine acceptance of the work under this 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 contract terms 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.

EXAMINATION OF SITE

Proposer shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Procurement Manager or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Proposer shall provide a statement of assurance that the Proposer 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

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

ASSIGNMENT AND TRANSFER OF CONTRACT

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

SUBCONTRACTS

The Proposer shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer'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

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 percent (100%) of the price specified in the Agreement. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Proposer or its subcontractors for the performance of the work provided for in the contract. The expense of this bond shall be the responsibility of the Proposer.

If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) business days after receipt of written notice to do so. Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City. |

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 Proposer 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 Proposer 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.

PERIOD OF PERFORMANCE

A twelve (12) month time limit shall apply to the period of performance.

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 Proposer 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 Proposer 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 Proposer'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 Proposer to make a change in the Work, and if the City and the Proposer do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Proposer 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 Proposer believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, they 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 Proposer first discovered the occurrence. The Proposer 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 of Contract Time. When requested by the City Manager or designee, the Proposer 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 Proposer shall prepare proposals 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 Proposer's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Proposer's proposals 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 proposal will not justify an increase in Contract Amount or Contract Time. Proposer agrees that it shall give the City access to any and all of Proposer'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 Proposer for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Proposer 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 Proposer 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.

Proposer proposals 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 Proposer's costs, except that the term "Subcontractor" shall replace the term "Proposer," 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 Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Proposer'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 Proposer (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 Proposer 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 Proposer 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 Proposer shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Proposer 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 Proposer 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 Proposer. 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 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 Proposer 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 Proposer, including that retained by the City, should be paid to the Proposer. Such payment shall be conditioned, however, upon the submission by the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer
- f. Failure of the Proposer 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 Proposer, 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 Proposer.

Before the approval of the final payment, the Proposer 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 Proposer, 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 Proposer all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Proposer 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 Proposer. 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 Proposer 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 Proposer 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 Proposer 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 Proposer is responsible for non-compliance of all permit requirements, including all fines resulting from Proposer'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 Proposer 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 Proposer awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Proposer 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 Proposer 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. The State of Florida prevailing wage law requires that the Proposer shall fully comply with all provisions contained in Section 215.19, "Schedule of Prevailing Wage Rates for Specified Public Construction." The wage rates set forth by such determination shall apply to this project.

INSURANCE

The Proposer 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: Proposer's General Public Liability and Property Damage Insurance issued to the Proposer and protecting the Proposer 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 Proposer or by any Subcontractor hired by the Proposer or anyone directly or indirectly employed by the Proposer or hired by the Proposer.

The successful Proposer 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 Proposer or third party under the direction or control of the Proposer. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Proposer must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Proposer's carrier to guarantee the Proposer being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

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

PROTECTION OF WORK AND PROPERTY

The Proposer 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 Proposer shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Proposer 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 Proposer will provide security on off days and holidays. The Proposer shall be responsible for all charges incurred with such action.

The Proposer 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 Proposer, 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 Proposer shall also protect adjacent property as required by law.

PARKING

The Proposer 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 Proposer 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 Proposer 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 Proposer'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 Proposers 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 Proposer. The Proposer shall

hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Proposer's actions. The Proposer shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Proposer's actions. The Proposer 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 Proposer shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Proposer 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 Proposer shall comply 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 Proposer 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 Proposer 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 Proposer 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 Proposer to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Proposer 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 Proposer 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 Proposer 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 costs 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 Proposer.

The Proposer 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 Proposer 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 Proposer and shall be inclusive to the prices as stated in the PROPOSAL 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer. In the event of their failure to do so, the City at the expense of the Proposer may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Proposer 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 Proposer 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 Proposers destroyed or damaged by such removal or replacement.

If the Proposer 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 Proposer. If the Proposer 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 Proposer.

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, Proposer 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 Proposer of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Proposer 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 PROPOSER

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 Proposer 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 Proposer shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Proposer 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 Proposers 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 Proposer shall fully cooperate with such other Proposers and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Proposer or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Proposer, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Proposer. Such purchases are independent of the Contract between the City and the Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Contract Documents to be performed by them, the City may serve written notice on the Proposer 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 Proposer, which termination shall take effect

immediately upon service of notice thereof on the Proposer 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 Proposer 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 Proposer, the excess unpaid Contract balance shall be paid to the Proposer. 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 Proposer, the Proposer 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 Proposer itself or direct the activities of the Proposer in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Proposer and his Surety, or to deduct from any payment then or thereafter due the Proposer, the costs incurred by it through the default of the Proposer, provided the City Manager or designee approves the amount thus charged to the Proposer.

The City may require the Surety on the Proposer's bond to take control of the work at once and see to it that all deficiencies of the Proposer 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 Proposer 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 Proposer 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 Proposer's operations. The City shall also have the right to enter the premises with the Proposer 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 Proposer 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 Proposer hereunder shall constitute a waiver by the City of any claim which the City may have against the Proposer 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 Proposer's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Proposer 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 Proposer shall pay such costs unless they show that the defect in the work was caused by another Proposer, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Proposer 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.

PROPOSAL REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of proposal may deem the Proposer's proposal ineligible for award. The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals. The contract shall be awarded by written notice to the responsible and responsive Contractor whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in this request for proposals. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINT REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal 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:

- Proposer agrees to comply with all applicable portions of Fla. Stat. 448.095. Proposer 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) Proposer 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 Proposer 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) Proposer shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- Proposer 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 Proposer'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. Proposer 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 proposal 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 Proposer, the Proposer 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 proposals, to waive irregularities and technicalities, and to request re-submission. If only one proposal is received by the proposal date and time listed, the proposal may or may not be rejected by the City depending upon proposal 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 proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsible proposal, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

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

- a. That the responding firm acted in good faith in submitting the submittal;
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. 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
- e. 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:

- a. Sufficient funds are not available to continue its full and faithful performance of this contract.
- b. There is sub-standard or non-performance of contract.
- c. 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 an electronic file[]

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 Proposer's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of Proposer to perform service and reserves the exclusive right to accept or reject any proposal 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 proposal 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 proposals or applies to proposal 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

Title of Agreement

This is an Agreement (the “Agreement”) entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and (Vendor Name Here). (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 \$().
 - 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 (3) three years with (2) two, (1) one year extensions 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:

As to City:

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

With Copy To:

Insert Vendor email address

With Copy To:

cityattorney@stpetebeach.org

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: (Authorized Signatures Name)

By: Frances Robustelli

Its: Title

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 Proposal Behind this Page)

ATTACHMENT “A”
Behind this page

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

PROPOSAL

Comprehensive Parking Management Study

City of St. Pete Beach
January 14, 2025

Prepared By: Dixon
Resources Unlimited

Cover Letter

January 13, 2025

John Taylor, Procurement Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706

Dear Mr. Taylor,

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal to the City of St. Pete Beach (City) to develop a Comprehensive Parking Management Study (Study). Our uniquely qualified firm specializes in supporting municipal parking programs across the country, including cities such as Tallahassee (FL), Seaside (FL), Asheville (NC), and San Leandro (CA). Additionally, we bring specialized experience with coastal communities from our work in Maui, (HI), Oceanside (CA), Monterey (CA), and many more. In partnering with DIXON, you receive support from engaged, experienced individuals with a proven approach in parking management, technology, procurement, implementation, data collection and analysis.

- **About DIXON.** I started my career as a parking enforcement officer and founded DIXON with the goal of supporting municipal parking programs and making parking easy, convenient, and accessible. DIXON was recently recognized by the International Parking & Mobility Institute (IPMI) as a *2023 Organization of the Year*. Our team focuses on developing customized, strategic, data-driven recommendations based on the specific and unique needs of the communities that we serve.
- **Our Impact.** We have supported award-winning programs and recognitions like these, are the result of collaborative partnerships that allowed for the development of customized, right-sized solutions for modern, integrated parking programs. Our clients will assure you that we care about our projects and deliver beyond their expectations. In fact, many of our clients have chosen DIXON for multiple, multi-year projects due to our distinctive approach and consistent delivery.
- **Solutions for St Pete Beach.** I recently had the opportunity to tour the City and gain valuable insight into your parking program. Throughout our submission you will find our strategy for addressing parking enforcement enhancements, technology operations, rates and pricing, and creating a cohesive and integrated mobility environment including services such as the FreeBee.

Our team looks forward to the opportunity of supporting your community with our industry-leading processes. DIXON is a US-based company and a Florida certified Disadvantaged Business Enterprise (DBE).

Sincerely,



Julie Dixon, President
julie@dixonresourcesunlimited.com
(213) 716-6933

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Firm Background & Project Team

With over 30 years of parking and transportation management experience, Julie Dixon founded DIXON with the direct goal of supporting municipal parking programs and to make parking easy, convenient, and accessible. Our firm develops customized, right-sized, strategic, and data-driven recommendations based on the specific and unique needs of the communities we serve. We work hard to form collaborative partnerships with our clients, a process that encourages innovation and the development of optimized solutions to enable sustainable, technology-integrated parking programs. Our clients will assure you that we care about the communities we serve, and we deliver beyond their expectations.

Experience

We consider ourselves to be “Parking Coaches” because we offer best-in-class municipal parking solutions across a broad spectrum, including:

Policies and Planning	Parking Data	Operations
Financial projections	Data collection	Technology optimization
Community outreach	Parking studies	Revenue reconciliation
Operational audits	Data analysis	Citation/permit management
Municipal code updates	Financial reporting	Staffing assessments
Parking management plans	Heat maps	Rfp specifications
Council presentations	Integrations	Procurement support

We meet and exceed the qualifications and services requested by the City. Based on industry awareness and our familiarity with parking policies and current developments, DIXON has been nationally and globally sought after for feedback and direction from parking programs. We have extensive resort and tourist impacted community experience including in Florida supporting Seaside, Fort Lauderdale and Brevard County *Space Coast Beaches*, which brings an understanding of the special mix of impacts to your City. The demand on your system is driven not only by local businesses and residents, but also a large influx of seasonal visitors. Creative parking management strategies that blend inventory control, policy, technology with environment concerns, regulations, and quality of life for the local community must be deployed.

We know how to manage stakeholder engagement. Stakeholder engagement, City Council presentations, and communication are critical aspects of any parking initiative, and this is also one of DIXON’s specialties. Input from City staff, external stakeholders including residents, merchants, advisory groups, and decision-makers will be critical to successfully adopt new parking policies and innovative solutions. We were proudly awarded the “Contractor of the Year” award from the Santa Barbara County Special Districts Association for our work in the community. Our dynamic facilitation capabilities with stakeholders are supporting an industry-leading Parking Action Plan which focuses on prioritizing potential enhancements to mobility services in Isla Vista (CA), the most densely populated community on the US Pacific coast, and to surrounding areas. These are just a couple of examples of how DIXON has managed successful stakeholder engagements in the past.

We understand the importance of making data-driven decisions. We view the City’s parking operation as an integrated system. To optimize the City’s parking program, we must accurately

understand parking trends and operational details. Data collection and measures will be necessary to construct a right-sized strategy specific to your community's needs. One-time, as well as potential ongoing parking utilization reports, will help the City to determine necessary policy adjustments and program needs. We also review operational data such as the number of parking citations and enforcement coverage to recommend policy changes to make the City's operation more efficient and effective. In the City of Seal Beach (CA), another coastal community, DIXON provides ongoing data collection and analysis services that the City is using to justify paid parking expansion and actively manage their enforcement staff.

Industry Recognition

DIXON was recognized as a 2023 Organization of the Year by the International Parking & Mobility Institute (IPMI) for our extensive contributions to the parking and mobility industry and the exemplary service we provide to our clients. We are driven by our client's success and strive to deliver services that meet the goals of your community. DIXON has helped transform many projects into award-winning parking programs and are proud to provide the following list of recognitions our clients have received from industry organizations.



Receiving the 2023 Organization of the Year IPMI Award

California Mobility & Parking Association	2018 Parking Program of the Year: City of San Leandro	2022 Parking Program of the Year: City of Paso Robles
	2019 Parking Program of the Year: City of Laguna Beach	2023 Parking Program of the Year: City of Costa Mesa
Parking Today	2019 Innovative Use of Technology: City of Seal Beach	2020 Excellence in Technology & Innovation for On-Street Parking: City of Paso Robles

These were hands-on, collaborative projects that leveraged community engagement and staff participation to customize a solution that worked for that specific community. Recognitions like these are the result of collaborative partnerships that involve data-driven decision-making, public input, and customized solutions to develop sustainable parking operations supported by turnkey parking solutions and integrations.

Delivering Exceptional Results to Our Municipal Clients

The number of projects that we have and continue to support demonstrates the scale and impact that we have made. DIXON stays engaged with all our clients and continues to provide guidance and direction when needed – an additional level of personalization that makes a significant difference to our customers.

DIXON has acquired an expansive client list, and the below table highlights some of our notable projects and regional experience. *Clients in bold signify a resort or tourist impacted community.*

CA Alameda	CA Newport Beach	CT Norwalk
CA Anaheim	CA Norwalk	FL Brevard County
CA Berkeley	CA Oceanside	FL North Miami
CA Beverly Hills	CA Palo Alto	FL Oakland Park
CA Carlsbad	CA Pasadena	FL Tallahassee
CA Costa Mesa	CA Placer County	FL Seaside
CA Encinitas	CA San Diego Port	HI Maui
CA Glendale	CA San Francisco	MT Whitefish
CA Isla Vista	CA San Leandro	NM Albuquerque
CA Laguna Beach	CA Seal Beach	NV Las Vegas
CA Long Beach	CA Truckee	NV Reno
CA Los Angeles	CA Ventura	OR Beaverton
CA Manhattan Beach	CO Boulder	TX San Antonio
CA Monterey	CO Colorado Springs	UT Park City
CA Napa	CT New Haven	WA Spokane

Meet the Team

DIXON tailors our team configuration to best support the City and project deliverables. Our strategy includes incorporating specific team members and their unique skillset that best suits this project. The City benefits by receiving the expertise of individuals with relatable experience and knowledge. Your assigned DIXON project manager will be the foundation of your team and will be permanently assigned to the City for the length of the engagement. This person will be the main point of contact for conducting regular meetings, managing the project details and submitting deliverables.

Jennifer Liu, senior associate, will be your assigned DIXON project manager. She has worked with numerous communities; however, most recently has supported multiple clients in the Lake Tahoe Basin (NV/CA) where extreme and variable parking demand caused by tourism throughout the year intersects with environment policy and quality of life concerns of the locals.

DIXON's Principal-in-Charge, Julie Dixon, will serve as the project lead. She will oversee high-level communication with City staff and elected officials, facilitate stakeholder engagement, and bring her 20+ years of consulting experience with coastal community parking programs.

Jennifer and Julie will be supported by the following team members:

- Ben Verdugo, principal consultant, will provide project support with his wealth of experience in conducting parking studies, operational assessments, financial modeling, and developing customized plans for municipalities around the country.
- Cameron Clark, senior associate, will coordinate and support all data collection and reporting efforts.
- Additional support will be provided by other DIXON's associates, who will assist the team in conducting research, reviewing documentation, report writing, and revisions, and/or providing subject matter expertise depending on the task.



Julie Dixon
Principal-in-Charge &
Project Lead



Jennifer Liu
Senior Associate &
Project Manager



Ben Verdugo
Principal Consultant



Cameron Clark
Senior Associate

Julie Dixon - Principal-in-Charge



Julie Dixon is the President and Founder of Dixon Resources Unlimited, a woman-owned business, focused on providing parking consulting services to municipalities. With over 30 years of experience in parking and transportation management, Julie built her firm to provide “best in class” municipal parking solutions across a broad spectrum of areas, including operations, customer service, enforcement, citation processing, field maintenance, financial reporting, procurement, and integrated solutions.

Julie began her career as the first parking enforcement officer for the Santa Barbara County Sheriff’s Department assigned to Isla Vista while completing her bachelor’s degree at the University of California, Santa Barbara. As her career path evolved, Julie directed and managed all aspects of various complex transportation programs. Her resume is extensive, and she has been responsible for establishing policies, defining objectives, and delivering on initiatives for municipalities of all sizes, working at all levels within the administration, enforcement, and adjudication processes, and has been solicited to present at a variety of parking industry events regarding her project experiences. She has extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems.

Julie was directly involved with the San Francisco Municipal Transportation Agency (SFMTA) for the internationally recognized *SFpark* program. *SFpark* was the first federally funded project in the United States to evaluate both on-street and off-street parking technology and policies and their direct impact on congestion mitigation in the City. Using real-time information to determine parking availability, *SFpark* successfully implemented a demand-responsive pricing model that continues to be evaluated and debated throughout the parking industry. She was directly responsible for the development of specifications, solicitations, contract negotiations, technology integration, and implementation oversight.

Since founding DIXON in 2012, Julie has been focused on coaching municipalities through operational and technology assessments and implementation and procurement processes. Julie is responsible for the overall management of each project for the DIXON team and prides herself on being labeled as the “Parking Coach.” For her outstanding contributions to the parking industry, Julie received Parking Today’s 2020 Parking Person of the Year and recently was selected as the 2024 California Parking Person of the Year. These awards recognize Julie’s exceptional dedication to improving the customer experience and image of parking across the entire industry.

Jennifer Liu - Senior Associate



Jennifer Liu is a Senior Associate at DIXON, with a Bachelor of Business Administration and Communication Studies joint major degree from Simon Fraser University, Canada. She also holds a certificate from UC Berkeley's College of Environmental Design after completing the Summer Institute in City Planning.

Jennifer's background is in the Electric Vehicle Supply Equipment (EVSE) industry, where she led global product marketing and program management for charging solutions that launched in Europe and North America. Since joining DIXON, she now supports parking programs across the country with market research, community and stakeholder engagement, municipal code reviews, and strategic planning. She also brings a valuable perspective on mobility planning, emphasizing how parking integrates into an agency's broader transportation landscape.

She has experience working in tourism-impacted communities, including Lake Tahoe (CA/NV). Jennifer has worked with Placer County, Douglas County, and the North Tahoe Public Utilities District to support consistent parking management improvements around the Lake. She carefully evaluates the existing conditions, use cases, and goals for parking improvement in the local area and works with the agency to design solutions that best meet their needs.

For the City of Santa Ana (CA), Jennifer is working with staff to develop a Parking Action and Implementation Plan that summarizes key recommendations for residential permit parking and on-street parking management improvements. She also developed various memoranda for the City on comparable cities research, best case practices, and analyses on specific aspects of the program such as staffing. She designs plans with a focus on implementation, integrating financial modeling and phased approaches to streamline future project planning.

Jennifer's unique background combining communications, project management, and urban planning provides great benefits to DIXON's clients, especially those looking to build and introduce new initiatives to their community. Jennifer has worked closely with her clients to develop custom-fit parking management plans with a focus on bringing the community along. Jennifer successfully manages projects with a high level of creativity, such as integrating community feedback and data insights to design a tailored residential permit parking program for the City of San Rafael (CA).

A summary of Jennifer's notable projects:

- Placer County (CA) Kings Beach Parking Management Implementation Plan (2024)
- Isla Vista Community Services District (CA) Mobility Plan (2024)
- City of San Rafael (CA) Residential Parking Permit Program Development (2024)
- North Tahoe Public Utilities District (CA) Parking Consultant Services (2024)
- Douglas County (NV) Paid Parking Feasibility Study (2024)
- City of San Luis Obispo (CA) Parking Rate Study (2024)
- City of Santa Ana (CA) Citywide Parking Study (2023-24)
- Town of Los Gatos (CA) Parking Roadmap Update (2023-24)
- City of Santa Ana (CA) Citywide Parking Study (2023-24)
- City of Modesto (CA) Parking Infrastructure Implementation Plan (2022-24)
- City of Napa (CA) Implementation Support Services (2022-24)
- City of Beverly Hills (CA) Off-Street Parking Projects & RFP Management (2022-24)

Ben Verdugo - Principal Planner



Ben Verdugo joined DIXON in 2022 after years of managing mobility and parking projects in the public sector for the City of San Diego. As Program Manager overseeing the Community Parking District and Shared Mobility Device programs, Ben has implemented numerous mobility and parking projects focused on curb-space management, maximizing parking supply, managing parking demand, and developing multi-modal initiatives. Ben earned a Master of City Planning from San Diego State University and has extensive experience in project management, budget development, and stakeholder engagement.

Ben's experience working on the Community Parking District Program for the City of San Diego allowed him to work directly with neighborhoods managing on-street parking projects in impacted areas. Providing a high level of customer service, Ben worked with Pacific Beach in 2021 to establish a parking meter zone which required close coordination between the public, community groups, City Council, and multiple city departments. In addition to Pacific Beach, Ben has established meter zones in the Downtown and Mid-City communities of San Diego and worked closely on smart parking meter data to make calculated decisions to improve utilization throughout the three parking districts in Downtown, Uptown, and Mid-City. In addition to parking projects, Ben helped launch and manage mobility-focused projects, including FRED (Free Ride Every Downtown), an on-demand electric circulator shuttle system that is now in its seventh year of operation.

For the Shared Mobility Device Program, Ben worked directly with seven different operators to manage day-to-day operations, which included oversight of real-time data to improve right-of-way conflicts and availability of scooters and e-bikes. In addition to operations management of the program, Ben helped update the Municipal Code to increase operator accountability and spearheaded the RFP solicitation, moving the city from the permit model to a contractual model for operators.

A summary of Ben's notable projects is provided below:

- Ventura Port District (CA) Coastal Development Permit & Parking Mgmt. Plan (2024)
- City of Orange (CA) Parking Technology Implementation Plan (2024)
- City of San Gabriel (CA) Permit Mgmt. & Enforcement RFP Development (2024)
- San Diego State University (CA) Operational Needs Assessment (2023)
- City of National City (CA) Downtown Parking Mgmt. Plan & Implementation (2022-23)
- City of Ventura (CA) Downtown Parking Action Plan & Implementation (2022-2023)
- City of Allentown (PA) Operational Needs & Parking Technology Assessment (2022-23)
- City of Redding (CA) Downtown Parking Mgmt. Plan & Implementation (2022-23)
- City of Beverly Hills (CA) Off-Street Parking Projects and RFP Management (2022-23)
- City of San Diego (CA) Oversized Vehicle & Shared Mobility Code Updates (2022-23)

Cameron Clark - Senior Associate



Cameron Clark is a Senior Associate for DIXON, with over nine years of experience in the parking industry demonstrating his expertise in parking data collection and analysis, and product development. Previously, Cameron served as Parking Operations Manager for a private data acquisition and analysis company, where he led all parking data projects including the Seattle Department of Transportation (SDOT) Annual Parking Study for over four years.

Cameron was inducted into the National Parking Association's "40 Under 40" class of 2022 and he also serves on the International Parking and Mobility Institute ("IPMI") Technology Committee which provides education on cutting-edge technology, how to implement that technology, and best practices on leveraging multiple technologies as the industry evolves. Cameron earned a B.S. in Environmental Science and a Minor in Computer Science from the University of Redlands.

Cameron has conducted hundreds of parking and mobility studies, and he understands the challenges in collecting, analyzing, and modeling accurate parking inventory, occupancy, turnover, and enforcement data. He has extensive data collection experience managing large teams of field crews using map-based collection apps, fixed and vehicle-mounted License Plate Recognition (LPR) cameras, dashboard cameras, portable traffic cameras, drones, and other data feeds.

Cameron manages all DIXON data-related projects as well as the development and operations of the *DIXON Data Suite*® and *Rapid LPR Tool*, which uses vehicle-mounted LPR, transaction, permits, and citation data to produce parking occupancy, turnover, and enforcement analysis. In San Francisco, Cameron evaluated the accuracy of the SFMTA's mobile LPR technologies and proved the ability to utilize this data for high-quality occupancy and turnover analysis. The success of this project has led to the SFMTA's use of DIXON's *Rapid LPR Tool* to replace their current data acquisition efforts for their meter rate adjustment program.

A summary of Cameron's notable projects is provided below:

- City of Spokane (WA) Rapid LPR Tool (2023-24)
- Isla Vista Community Service District (CA) Data Collection (2023-24)
- City of San Francisco (CA) Rapid LPR Tool (2022-24)
- City of Beverly Hills (CA) Rapid LPR Tool (2022-24)
- City of Pasadena (CA) Rapid LPR Tool (2022-24)
- City of Napa (CA) Citywide Parking Data Analysis (2021-23)
- City of Seal Beach (CA) Ongoing Parking Occupancy Evaluation (2021-24)
- City of Costa Mesa (CA) Residential Parking Study (2020-22)
- Savannah/Hilton Head International Airport (GA) Operational Audit & Parking Technology Assessment (2022) & Comparable Airport Rates Matrix (2023)

References

The following reference pages are some of the many DIXON projects and clients. We have included several examples of coastal and resort communities where we have worked that may include similar challenges as St. Pete Beach. We would be happy to provide any additional information or references and encourage you to contact any of our clients.



City of Isla Vista

- Isla Vista Parking and Mobility Studies
- April 2023 – November 2024
- Budget: \$327,000

The Isla Vista Community Services District (IVCSD) contracted DIXON initially to conduct a comprehensive Parking Study, and due to our outstanding quality of work, later expanded our contract to take over management of a separate Mobility Study. DIXON consistently went above and beyond on both projects and successfully expedited the completion of the Mobility Study deliverables. As a result, IVCSD nominated DIXON, and we received the 2023 “Contractor of the Year” award from the Santa Barbara County Special Districts Association.

The Parking Study was jointly funded by the IVCSD, County of Santa Barbara, and the University of California, Santa Barbara (UCSB). Isla Vista experiences severe parking congestion, often exceeding 100% capacity due to illegal parking and inconsistent enforcement. Isla Vista is a very densely populated area adjacent to the UCSB campus, and the sheer quantity of vehicles and dense housing (with upwards of 16 residents in some units) contribute to the challenges. This was the first annual parking data collection effort, and a substantial amount of community outreach was involved. DIXON prepared a comprehensive Parking Action Plan that provided near-term, mid-term, and long-term recommendations, along with detailed implementation steps.

The Mobility Study focused on prioritizing potential enhancements to other modes of transportation in and around Isla Vista. DIXON prepared existing conditions and mobility needs assessments per mobility mode based on a substantial amount of past community input, studies, and available data. DIXON conducted a Parking and Mobility Town Hall which included an interactive workshop for attendees to weigh in on the prioritization of draft strategies. Based upon input, DIXON prepared a Community Mobility Plan that featured location-specific recommendations and implementation steps, which was approved alongside the Parking Action Plan in November 2024.

Some notable deliverables and services delivered and in progress include:

- Existing conditions and needs assessment reports for both the Parking and Mobility Studies that incorporate findings from stakeholder meetings, and surveys.
- Stakeholder engagement strategy with multiple site visits, regular steering committee meetings, public parking meetings, and a range of focus groups.
- Creation and execution of a qualitative parking survey.
- Monthly collection and analysis of parking occupancy data to capture a year’s worth of trends, including both on- and off-street data.
- Development of comprehensive recommendations for parking and mobility.

Jonathan Abboud, General Manager, Isla Vista Community Services District
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City of Tallahassee

- Operational Assessment & Parking Action Plan
- February 2019 – November 2019
- Budget: \$92,500

In 2019, the City of Tallahassee contracted DIXON to perform an operational needs assessment that would identify opportunities to optimize its parking management practices, especially for its off-street and paid parking strategies. As part of this project, DIXON conducted an on-site assessment and followed up with the development of a Parking Action Plan, which included detailed recommendations and associated implementation steps organized into three phases to encourage ease of adoption.

As the capital of Florida, the City sees a surge in parking demand whenever legislature in session and during the two-month period prior to the start of session. Additionally, the City is also home to two universities, which impacts the need for available parking during the academic school year. Due to the Parking Action Plan, the City has been able to implement several improvements, including the centralization of parking enforcement, meter maintenance, and other related parking services under the Customer Operations department. This improved the efficiency of decision-making and enabled a relaunch of its enforcement services, including the introduction of a parking ambassador program. Tallahassee continues to use the Parking Action Plan developed by DIXON to help implement recommendations and strategies to further enhance their parking program.

Some notable deliverables and services provided include:

- Existing conditions analysis through the conduct of stakeholder interviews and site visits, including ride-alongs.
- Staffing analysis to recommend optimized staffing levels and organization.
- Operational needs assessment, including best practices and process development.
- Parking Action Plan introducing strategies to centralize parking operations, regain control of on-street assets used for private use, and consolidate parking garage operations.
- Recommendations to optimize parking rate models and fee schedules for fines.
- Recommendations to update outdated parking technologies, especially regarding its citation and permit management solution.
- Municipal code review, including suggestions for modernizing and futureproofing the code language to be prepared for coming improvements.

Christian Doolin, Assistant City Manager

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City of Seal Beach

- Parking Consulting & Ongoing Parking Project Management
- May 2017 – Present
- Budget: \$583,000

The City of Seal Beach hired DIXON in 2017 to provide ongoing consulting and project management for the City's parking program. Seal Beach staff recognized the need for an overhaul of its parking operation, including community outreach, technology refresh, and parking policy assessment, and lacked the dedicated parking management staff to manage these projects. DIXON acts as the City's interim Parking Manager to manage the ongoing optimization of the parking program, including technology, on-going data reporting and analysis, permit management, policy, and community engagement/education.

A key part of DIXON's role is to facilitate the implementation of new technology. This includes the development and management of several technology procurements and pilot demonstrations over the years. With knowledge of the City's needs and the technical capabilities of vendors in the market, DIXON supported the City in achieving a first-of-its-kind end-to-end integration of vendors, which gained the City Parking Today's 2019 "Innovative Use of Technology" Award.

Some notable deliverables and services provided include:

- Acting as the City's Parking Manager, reporting to the Police Department.
- Ongoing community outreach and stakeholder engagement.
- Optimization of the parking enforcement staffing, which enabled the closure of the city jail and transitioned existing personnel to parking enforcement.
- Installation of a turnkey license plate-based parking management system.
- Introduction and implementation of a virtual parking permit program.
- Ongoing data reporting and analysis leveraging LPR data through the *Rapid LPR Tool* to monitor occupancy trends, parking utilization, and turnover data.
- Development of data-driven parking policy strategies.
- Monthly reporting on enforcement performance and financials.
- Development of a micro-mobility shuttle proposal, which was submitted for a grant that was subsequently awarded to the City.
- Signage enhancement plan for the City's downtown and beach parking lots to simplify wayfinding and lot regulations.
- Development and coordination of Coastal Commission CDP for beach parking rate increase.

Nick Nicholas, Captain, Seal Beach Police Department
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City of Monterey

- Operational Audit, Parking Action Plan, Parking Consulting
- June 2018 - Present
- Budget: \$406,000

DIXON was retained by the City in June 2018 to conduct an analysis of its municipal parking operations and develop a Parking Action Plan (Plan). Following the adoption of the Plan, DIXON has continued to provide expert support to the City in implementing the recommended strategies, which has included an organizational refresh, parking technology solicitations, and project management services.

This project is a great example of how DIXON acts as a "Parking Coach" to agencies. From the beginning, DIXON has collaborated with the City using a hands-on approach to thoroughly evaluate challenges, provide customized solutions, and offer full support in the installation and introduction of new technology and policies. DIXON continues to provide the City with expert guidance in parking management, including on-going data reporting and analysis to assist the City with its parking demand management.

Some notable deliverables and services provided include:

- Parking operational analysis through staff interviews, facility tours, and review of on-street and off-street parking data, regulations, pricing, and operations. Comparable cities analysis of six California cities that evaluated the feasibility and effectiveness of proposed strategies and pricing.
- Revenue Modeling Workbook to estimate potential paid parking revenues based on a variety of different rate structures and variables to project financial impacts.
- Parking Action Plan outlining key strategies based on industry best practices and steps for implementing improvements.
- Ongoing expert parking consultation for the implementation of program improvements, including recurring project calls to ensure the progress of actions.
- Organizational and staffing evaluation, including recommendations of staffing levels, job descriptions, and a refresh of the organizational structure.
- Evolution of the Parking Attendant role to include parking enforcement support.
- Implementation support for a new garage Parking Access Revenue Control System (PARCS), a mobile payment system, and Waterfront Lot improvements.
- Procurement support for pay stations and License Plate Recognition technology.
- Development of a signage and wayfinding plan for parking garage facilities.
- Development of an updated residential permit parking program.
- Ongoing parking demand management to increase access to the Coastal Zone, including adjusting paid parking rates, improving customer experience, and supporting sustainable operations.

Cristie Steffy, Parking Superintendent, Parking Division, Public Works
340 Tyler Street, Monterey, CA 93940
(831) 646-3953 | steffy@monterey.org



Placer County

- Parking Management Consultant Services
- November 2023 – Present
- Budget: \$198,000

In November 2023, Placer County engaged the services of DIXON to provide parking consultant services due to DIXON's past experiences and familiarity with the Tahoe Basin Area. DIXON was brought on to develop a Parking Management Implementation Plan for the community of Kings Beach to tackle summertime parking congestion challenges, which is a highly popular tourism destination. Additionally, DIXON is developing a vision for a Mobility Hub concept on a County parcel at the eastern gateway of Kings Beach to support the County's efforts to encourage transportation alternatives to personal vehicles. For both projects, DIXON conducted a detailed review of background documentation, on-site assessment, community and stakeholder outreach, and coordination with County staff to develop the associated strategy and deliverables.

Some notable deliverables and services delivered and in progress include:

- On-site and virtual existing conditions review, including current County plans, prior staff reports and community outreach, and in-person walk-through and ride-alongs.
- Extensive stakeholder engagement process, including meetings with local organizations and public agencies such as Caltrans, California Highway Patrol, and California State Parks.
- Evaluation of partnership feasibility with private properties to increase the parking supply for Kings Beach recreational visitors.
- Development of a Shared Parking Agreement template, and its first application to a pilot public-private partnership project.
- Creation of a detailed Financial Modeling Tool to provide three-year projections on parking program revenue and expenses, identify paid parking rates, and accommodate for staffing changes.
- Facilitation of town hall and community meetings in-person and virtually. Parking management community meetings were facilitated in English and Spanish.
- Development of a comprehensive Parking Management Implementation Plan, which covers detailed recommendations and implementation steps for parking enforcement, wayfinding and signage, paid parking, and a residential parking permit program.
- Ideation and design of site plan options for a Mobility Hub concept at the eastern gateway to Kings Beach that meets the needs of residents and visitors alike.
- Monthly project meetings and proactive project management.

Rebecca Taber, Deputy Director, Department of Public Works
7717 North Lake Boulevard, Kings Beach, CA 96143
(530) 581-6230 | RTaber@placer.ca.gov



California, San Leandro

- Parking Management Services & On-Call Support
- August 2017 - Present
- Budget: \$565,000

The City of San Leandro hired DIXON to implement the City's Downtown Parking Management Plan, playing a central role in the transformation of the downtown business district. Due to outdated parking technology and inconsistent enforcement, the parking spaces in the downtown core were not being optimized, resulting in time limit overstays and congestion. Leveraging our expertise, the City has implemented several strategic and cost-effective initiatives designed to improve the management of parking in San Leandro. The City's program was recognized as the 2018 Public Parking Program of the Year by the California Public Parking Association (CPPA).

DIXON assisted the City with a comprehensive review and update of the City's municipal code to provide the City with the flexibility to adapt policies over time including the institution of a "No Reparking" ordinance, prepare for evolving technology options, such as multi-space parking meters and virtual permits, and provided more flexibility to adjust time limits and other policies allowing for a streamlined long-term municipal parking operation.

The employee and residential permit programs were customized for the San Leandro community and online and automated permit management services were implemented to manage increased permit demand and to address neighborhood spillover concerns.

To ensure an adaptive, cost-effective, and integrated technology solution, DIXON developed several specifications to support competitive bids for a mobile payment application, pay-by-plate pay stations, and parking enforcement support services. DIXON launched their Rapid LPR tool to produce parking occupancy and turnover analysis reports.

Presently, DIXON is actively working with the City on several initiatives to support the parking operation. Spanning procurement, implementation, installation, and revenue forecasting. DIXON continues to support solicitation objectives and has worked diligently to define performance metrics and optimize the phasing and evolution of the procurement process. DIXON continues to work with the City to upgrade paid parking equipment, while overseeing installation of the equipment and assisting with meter management system needs. DIXON brings all the City's parking initiatives together into comprehensive financial forecasting which leverages modeling tools and parking management strategies to determine fiscal impact through a single online portal ensuring the City's financial soundness as the parking program continues to evolve.

Natalie Villaseñor, Senior Management Analyst
835 East 14th Ave, San Leandro, CA 94577
(510) 577-3351 | nvillasenor@sanleandro.org

Assurances

Claims and Disputes

DIXON and our principals are not party to any unresolved and ongoing claims and disputes in excess of \$500,000, nor have been party to any litigation for the past five (5) years. Please review appendix for additional information.

Regulatory Violations

DIXON is not presently in violation of any statutes or regulatory rules that might have an impact on our firm's operations. Please review appendix for additional information.

Bonding

DIXON has provided a bonding qualification letter as part of the proposal package. Our firm has had no claims against previous bonds. Please review appendix for additional information.

Project Scope and Approach

The following work plan details the technical approach, methodology, specific tasks, and associated deliverables our team will perform.

Task 1. Project Coordination

Task 1.1 Kickoff meeting

An initial virtual project kickoff meeting allows our team to prioritize objectives and tasks, finalize the schedule and timeline for milestone deliverables, and introduce key internal City stakeholders to our team. Jennifer, your DIXON project manager, serves as the single point of contact for all aspects of the project, maintaining clear communication with the City's project manager and other designated City staff. She and our team will work closely with designated City staff to support a collaborative project management approach.

Task 1.2 Project management and bi-weekly meetings

There will be virtual bi-weekly meetings with the City's project manager for the duration of the project. During these meetings, our team will address the project schedule, scope, budget status, data collection methodology, data findings, highlighting complications and corrective measures, progress toward deliverables, and the project's next steps.

Task 1.3 Document sharing and coordination

During the kickoff meeting, DIXON will request and begin to review project-relevant documents. To facilitate document sharing, our team will establish a shared project folder (such as Dropbox, Google Drive, SharePoint, or similar) allowing City staff to easily provide the relevant documentation for our review. We maintain this folder throughout the project to keep all project files organized and accessible.

Task 1.4 Operational assessment visit

DIXON experts will conduct one onsite visit to the City to observe and evaluate the parking and enforcement operations. The interactive visit includes interviews and ride-alongs, to identify challenges and develop right-sized recommendations and solutions. After our visit, our team will compile notes, follow up with additional questions or requests, and begin developing a report. The findings will be utilized to create actionable recommendations to be included in the Parking Action Plan. Should any recommendations be of immediate benefit to the City, we will communicate those quickly, rather than waiting for issuance of the plan.

Task 1. Deliverables

- Virtual project kickoff meeting
- Virtual biweekly meetings
- Ongoing project management throughout the project
- Document sharing and coordination through a shared project folder
- Conduct one onsite operational assessment visit

Task 2. Customer Outreach

Our team's experience in public and stakeholder engagement is unique to DIXON, especially in engaging coastal communities. We know how to communicate a positive message and understand how to navigate parking discussions with the public, business districts, City

Councils, and Commissions. Our team excels in achieving open, consistent, and invaluable public discourse, and we routinely receive excellent feedback from our clients and City Councils who are impressed with our incredibly high level of engagement, investment, and involvement with the community.

Task 2.1 Develop a public engagement plan

DIXON will collaborate with the City to develop a public engagement plan which includes public outreach, stakeholder involvement, brand building and promotional material development. We have included the following specific engagements in our proposal.

Task 2.2 Engagement

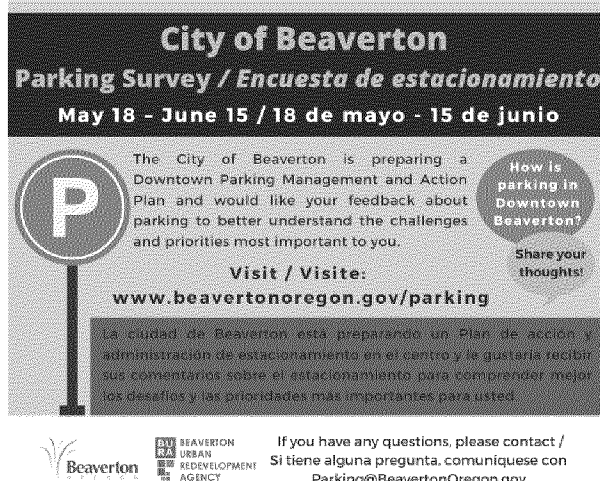
Through the years we have planned and hosted countless platforms for engagement with a variety of communities. A unique DIXON strategy includes use of the *Parking Magic Wand*, which allows members of the public to respond to the prompt, "If you had a parking magic wand and could change anything about parking in your City, what would it be?" We have successfully used this process in most of our projects, and it has been incredibly helpful in quickly identifying common parking challenges.



Julie Dixon leading a community meeting in San Luis Obispo

For the City, we have included the following engagement activity in our proposal. The engagement (up to two hours each) will be hosted in facilities provided by the City or local community. To reduce costs, all sessions would occur during a singular DIXON site visit. Should you wish to change the frequency or platform of engagement, DIXON is happy to adjust.

Engagement Type	Quantity and Details
Municipal Session	One in-person session to include City staff and stakeholders. This session focuses on the parking operations, supply and demand and the various impacts of mobility on the City.
Local Business Session	One in-person session to include local business owners and associations. This session focuses on the topics and concerns of shops, restaurants, developers, and other businesses who are impacted by parking and mobility policy and supply and demand.
Local Resident Session	One in-person session to include residents. This session focuses on the topics and concerns of residents who are impacted by parking demands spilling into their neighborhoods.
Online Survey	DIXON will create and host an online survey which will allow the public to provide feedback. The City will have the opportunity to add specific questions or information they would like to see as part of the survey. We will use this opportunity to collect data from anyone impacted by parking and mobility, including visitors.



Sample promotional materials for the City of Beaverton

For all events, we will assist the City in creating promotional materials such as emails and flyers. Any printed material will be the responsibility of the City. We recommend promoting a specific event at least two weeks in advance.

Task 2. Deliverables

- Prepare a Public Engagement Plan.
- Develop promotional materials
- Conduct three in-person engagement sessions
- Conduct one online survey

Task 3. Update Inventory of Existing Parking

Using our unique tools, DIXON has assessed the available documentation and analyzed the potential study area. Having completed numerous inventory collection efforts, we are confident our process will deliver comprehensive documentation for the City. Following you will find our inventory collection plan specifically designed for this project.

Task 3.1 Inventory collection

DIXON has refined a process for inventory collection that includes advanced technology, reducing the need for in-field observation to the least amount possible. Our method reduces both cost and time needed as it includes web and satellite mapping for the collection. We will create a total inventory for on-street block faces and off-street facilities including the required detail that will additionally support data collection in the following task. The City will be provided with electronic GIS map links and spreadsheets upon completion.

To reduce costs, we have assumed City staff would complete any required field observation for any parking areas that cannot be accessed through our technology solutions. We expect this effort to be very minimal; however, we can optionally provide this service if desired by the City.

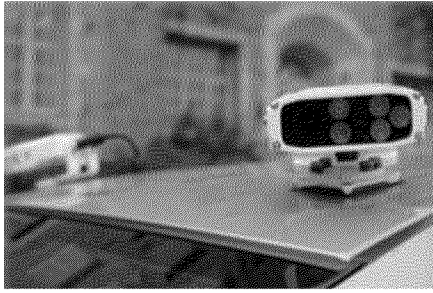


Parking infrastructure in St. Pete Beach

Task 3. Deliverables

- Conduct inventory evaluation
- Provide GIS maps and spreadsheets electronically

Task 4. Parking Usage and Observations Analysis



Mobile LPR camera

Reliable and accurate parking data is essential for the success of modern parking programs, and our approach to data collection delivers quality results. Our team has carried out parking studies across the country, and we have developed a cost-saving approach that utilizes license plate recognition (LPR) to maximize the efficiency and effectiveness of the data collection. This approach results in highly detailed parking utilization information obtained from substantially more data realized at a much lower cost than traditional, targeted data collection studies.

We analyze collected parking data using our *DIXON Data Suite's® Rapid LPR Tool* to complete parking occupancy and length of stay analysis for locations within the study area. The key element of our approach is the use of the collected data coupled with the *Rapid LPR Tool*, our unique data analysis platform, that rapidly translates LPR data into actionable parking reports. This is why DIXON is at the forefront of the industry as experts in parking data.

The City will be provided with login credentials to the *DIXON Data Suite®* dashboard for ninety (90) days from completion of the data collection, where you can adjust filters and create additional heat maps and graphics as desired.

As data collection is completed with LPR, DIXON will provide an LPR unit to the City for 30 days. We maintain an inventory of LPR units for use by our clients which assists in reducing parking study costs and provides the opportunity to experience industry-leading technology. The City will temporarily install the unit on an enforcement with the remote guidance and support of our team, which is simply completed with this LPR designed for temporary data collection usage. This method will allow the City to collect large amounts of data across a significantly longer period than traditional parking studies. Our strategy provides for a comprehensive collection and analysis of data resulting in superior insight into your parking environment. DIXON will also provide data collection routes to ensure the entire study area is covered and a suggested collection schedule. Collection can then occur during regular enforcement operations as well as at specific intervals.

Value Added Option

The City may wish to procure their own LPR system for enhanced enforcement operations and data collection. DIXON has considerable experience with supporting LPR procurements and would be pleased to support the City in navigating the process. With LPR, the City can streamline the ability to enforce both on and off street parking as well as conduct ongoing parking data collection. The *DIXON Data Suite's® Rapid LPR Tool* is design for long term use and can support ongoing data collection and analysis. This approach has been utilized in various cities to provide a cost-effective method for ongoing parking studies.

Task 4.1 Confirm project study area

DIXON has provided the project study area for the entire City and should the City wish to reduce project costs, we are happy to revise our proposal if any specific areas are determined not needing to be incorporated. We have mapped and calculated the inventory of the City to include 1,087 block faces; however, not all block faces include parking. For this proposal, the data collection study area consists of the following:

- 750 block face
- Three beach parking lots
- Three shared parking lots



Study area of St. Pete Beach

Task 4.2 Optimized data collection routes

Our team of data collection experts will advise on best practices for optimizing the use of mobile LPR for data collection. We assist the City in developing customized and efficient data collection route(s) for the project study areas. Specific routes can be useful to avoid gaps in study area coverage and to ensure sufficient collection frequency to adequately evaluate turnover statistics and understand how occupancy rates fluctuate throughout the day.

For ongoing and future use, data collection can occur during regular enforcement operation, adding to the flexibility and power of our solution. This approach gives the City the ability to continuously receive valuable parking metrics for ongoing assessment and decision making. Vastly different from traditional parking studies, DIXON now provides the opportunity for the ongoing and near real-time analysis required for realistic parking policy making.

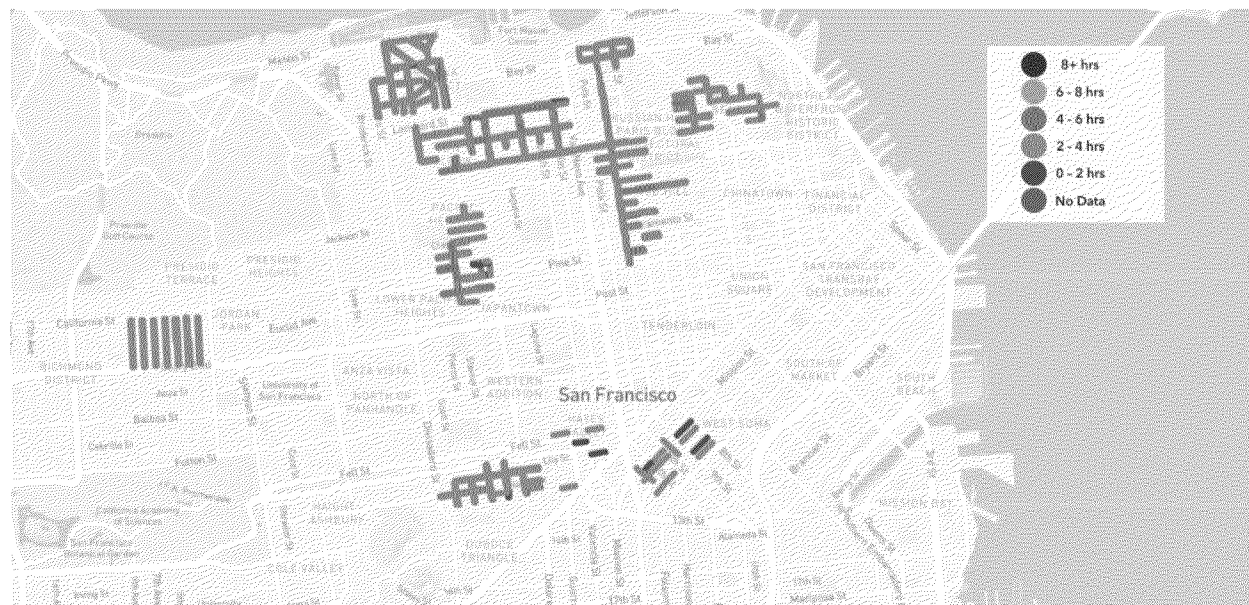
Task 4.3 Data collection

The City will then utilize the DIXON provided data collection routes and LPR unit to collect data for 30 days. The data team will work with City staff to ensure data is accurately imported into the *DIXON Data Suite*® and the entire study area is collected. Data will be imported on a weekly basis, allowing our team to process data on an ongoing basis and analyze collection coverage to make any adjustments to the routes.

Task 4.4 Parking analysis

The *DIXON Data Suite*® will produce maps, charts, and tables summarizing the observed parking supply and demand patterns, including periods of high and low demand, potential parking supply surpluses and shortages, occupancy, peak usage, turnover, and length of stay metrics for the on-street areas surveyed to better understand supply and demand patterns and customer parking behavior. The results of this data collection will become a baseline the City may use to develop data-driven policy and operational adjustments. The findings from the data collection and analysis will be incorporated into the final report provided to the City.

DIXON Data Suite® Occupancy Results



DIXON Data Suite® Occupancy Results

Task 5. Final Report (Parking Action Plan)

DIXON will begin work on a final report, which we call a Parking Action Plan (PAP), with the conclusion of stakeholder engagement and data collection. We will use a phased approach to build the document, addressing each of the City's desired components. This approach will allow collaborative reviews and ensure staggered periods of work, aiding in creating a comprehensive PAP. Recommendations will be organized into near-term and long-term sections of the report, first addressing the specific immediate and foundational steps required, and then describing the follow-up actions and considerations to address over time. The PAP is

intended to provide the City with a comprehensive roadmap including recommended updates to parking ordinances, and financial forecasting to build a self-sustaining program.

The PAP will address the following topics at a minimum. Additional information will be added as a result of our work with the City and its Stakeholders.

Topic	Details
Existing conditions	An overview of the current parking landscape in the City.
Stakeholder engagement	A review of the themes, topics and concerns generated from the engagement sessions and cumulative results from the online survey.
Parking utilization analysis	The plan will detail the findings of the data collection and analysis. This will include occupancy, turnover, and length of stay results.
Inventory analysis	This analysis will include details on the existing parking inventory and identify areas for expansion and potential revenue growth opportunities. Looking into the future the team will utilize land use ordinances and City projected business and residential growth to identify inventory and demand areas of concern.
Permit program analysis	An assessment of the residential parking zones will be included with recommendations on locations and price to better support demand and access.
Alternative transportation modes	The Plan will identify areas for increased and/or improved pedestrian connectivity, walkability, areas for bicycle or pedestrian amenities, and other potential mobility options.
Enforcement program	We provide a review of the current parking enforcement program and provide recommendations for enhancements, changes, and/or technology to optimize operations and encourage compliance.
Municipal and land use ordinances	An assessment of all Municipal and Land Use codes, as they relate to parking, will be included along with recommendations for adjustments to support long-term success and growth.
Technology assessment	The plan will review the current technologies utilized as part of the parking program, including payment technology, validation systems, permit systems, citation issuance and management systems, license plate recognition and more.
Best practices	Best practices from similar communities and industry standards will be incorporated throughout the Plan.
Signs and wayfinding	An assessment of the current signs and wayfinding will include recommendations for enhancements of both analog and digital sign opportunities.

Task 5.1 Draft Parking Action Plan

The draft PAP will be provided to the City in phases, allowing us to complete topic(s) and pass off to you for review in digestible chunks. The City's feedback will be incorporated into the final version, which will be sent in full for one last review.

Task 5.2 Final Parking Action Plan

Upon completion, the final version will be compiled and delivered electronically to the City.

Task 5.3 Virtual Commission Presentation

DIXON will create an overview presentation of the PAP and present it to the Commission via video conference.

Task 5 Deliverables:

- Complete phrased draft plan process
- Issue one final Parking Action Plan
- Create presentation and present at one virtual Commission meeting.

Project Schedule

DIXON has provided the following proposed schedule. The schedule will be finalized during the kickoff meeting.

Task	#	2025											
		Feb	Mar	Apr	May	Jun							
Project Kickoff Meeting	1.1												
Bi-Weekly Meetings	1.2												
Document Sharing & Coordination	1.3												
Operational Assessment Visit	1.4												
Develop Public Engagement Plan	2.1												
Engagement Period	2.2												
Inventory Collection	3.1												
Confirm Project Study Area	4.1												
Optimized Collection Route Development	4.2												
Data Collection Period	4.3												
Parking Analysis	4.4												
Drafting of Parking Action Plan	5.1												
Parking Action Plan City Review Period	5.2												
Final Parking Action Plan Delivery	5.3												

Cost Proposal

This cost proposal is based on a flat fee approach and addresses all Scope of Work elements defined in our proposal. We are adaptive to the City's needs and will modify the proposed project plan and timeline to suit the City's evolving priorities. The budget includes all required travel or related expenses.

Standard Hourly Billing Rates

Classification	Labor Rate Per Hour
Principal-in-Charge	\$255
Principal Consultant	\$235
Senior Associate	\$185
Associate / Analyst	\$165
Junior Associate	\$125
Data Collector	\$75

Flat fees per Task are detailed below:

Task	Description	Cost
1	Project Coordination	\$18,105
2	Customer Outreach	\$8,865
3	Inventory of Existing Parking	\$23,765
4	Parking Usage and Observation Analysis	\$27,945
5	Final Report (Parking Action Plan)	\$21,205
Total Cost		\$99,885

Appendix A - Contractors Proposal Submittal

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in to conduct a **Comprehensive Parking Management Study** for the City of St. Pete Beach.

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

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Comprehensive Parking Management Study**" 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach "**Comprehensive Parking Management Study**".

COMPANY: Dixon Resources Unlimited DATE: 12/20/2024
ADDRESS: 1519 E Chapman Ave #200 Fullerton CA, 92381 PHONE: 213 716-6933
PROPOSER: (SIGNATURE) NAME: Julie Dixon / Principal
(TITLE) (PRINT NAME &

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.

V040124

(SEAL)

- See Attached
- Notarized

Notary Public – State of Florida

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

SUBMIT PROPOSAL TO:

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

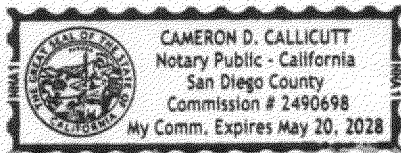
State of California

County of Orange }

On December 20, 2024 before me, Cameron Callicutt, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julie Dixon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contractor's Proposal Submittal

Document Date: 12/20/2024 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: See above

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: N/A

Signer's Name: N/A

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: N/A

Appendix B – Proof of Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2024

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 The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Ste 250 Woodland Hills CA 91367	CONTACT NAME: Mark Wright PHONE (A/C, No, Ext): (888) 918-3960 E-MAIL ADDRESS: mark.wright@libertycompany.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company INSURER B: United Financial Casualty Company INSURER C: Hartford Accident & Indemnity INSURER D: Ace American Ins Co INSURER E: INSURER F:	NAIC # 11000 11770 22357 22667C
INSURED Dixon Resources Unlimited 1519E Chapman Ave. # 200 Fullerton CA 92831		

COVERAGES**CERTIFICATE NUMBER:** CL2472324692**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			72SBAAN5235	12/17/2024	12/17/2025	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 \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			986634902	09/15/2024	03/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE			72BAAN5235	12/17/2024	12/17/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	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			72WECGI4348	12/17/2024	12/17/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			D95750114	12/17/2024	12/17/2025	Aggregate Limit \$2,000,000 Each Claim \$2,000,000 Deductible \$2,500

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

Proof of Insurance

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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Appendix C - Letter of Surety



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com

January 8, 2025

Agent Code: 42-31771

J M 2020 Group, L L C
P. O. Box 800327
Dallas, TX 75240

Re: CNA Surety bONdLINE Prequalification Request Number 67313630
DIXON RESOURCES UNLIMITED INC

Approved!

We are pleased to inform you the FastTrack prequalification application you submitted for your customer meets our criteria for bonding under our FastTrack program and is prequalified to apply for bonds up to \$500,000 single limit.* *Please provide a copy of this letter to the applicant.*

To accommodate the quickest possible service for any upcoming bond requests, please proceed as follows:

- 1) Provide a fully completed and signed FastTrack General Agreement of Indemnity.
- 2) Please use bONdLINE to submit a "Fast Track Application" for the quickest service. We encourage using bONdLINE so we have details about the bond or job such as: type and size of work, contract terms, bid details, bond form, and number of years your customer has been in business. If you prefer to submit a paper application, you can find the forms on our website for submitting by fax or email to uwservices@cnasurety.com.

Upon receipt of this information, our underwriters will quickly review and respond to your bond requests. Thank you for considering CNA Surety. If you have any questions, please contact Underwriting Services at 1-800-331-6053.

**Note: This Approval constitutes pre-approval for credit only, and does not obligate the Company to provide any bond. This letter should not be relied upon as a binding agreement for Bonds of any type, and shall not be utilized for any purposes other than those outlined in this letter. The Company in its sole discretion may decline to issue any Bond for any reason and shall not be liable to applicant, indemnitor(s), or any person or entity as a result of such declination. This prequalification letter is valid for 90 days unless terminated by the Company in writing.*

Appendix D – Public Entity Criminal Affidavit

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: Julie Dixon / Principal
(Print individual's name and title)

for: Dixon Resources Unlimited
(Print name of entity submitting sworn statement)

at: 1519 E Chapman Ave #200 Fullerton CA, 92381
(Business address)

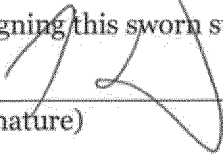
and (if applicable), its Federal Employer Identification Number (FEIN):

46-1496430
(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 proposal 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 proposals or applies to proposal 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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

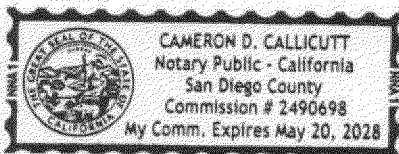
State of California

County of Orange }

On December 20, 2024 before me, Cameron Callicutt, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julie Dixon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Public Entity Criminal Affidavit
Document Date: N/A Number of Pages: 3

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: See Above
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: N/A

Signer's Name: N/A
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: N/A

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)

See Attached
Notarization

Notary Public – State of Florida

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

VII. NON-COLLUSION AFFADAVIT

STATE OF California

COUNTY OF Orange

I state that I Julie Dixon / Principal of Dixon Resources Unlimited,

(Name and Title)

(Name of Firm)

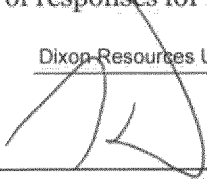
am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

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. Dixon Resources Unlimited, 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: Dixon Resources Unlimited

Signed By: 

Print Name: Julie Dixon

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)

*See Attached
Notarization*

Notary Public – State of Florida

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

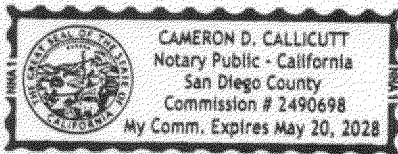
State of California

County of Orange }

On December 10, 2024 before me, Cameron Callicutt, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julie Dixon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Mar-Collusion Affidavit

Document Date: N/A Number of Pages: 2

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: See Above

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: N/A

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: N/A