



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, May 13, 2025
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations -
 - a. **Recognition of the Employee of the 2nd Quarter**
 - b. **An update by Calvin Giordano and Associates on Comprehensive Plan Amendments - Height / Density in Large Resort Land Use Category.**
An update by Calvin, Giordano and Associates on their assessment of viable options in addressing the matters of height and density within the Large Resort Land Use Category.
2. Approval of the Agenda -

Action Request: Motion to approve the May 13, 2025 agenda.
3. Helene and Milton Recovery Efforts: Standing Monthly Agenda Item -
4. Audience Comments -

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.
5. Consent -
 - a. **Approval of Community Meeting and City Commission Meeting Minutes April 22, 2025**

- b. Fireworks contract agreement with Alpha Fireworks in the amount of \$35,000.**
- c. Beefree, LLC contract amendment for \$3.00 fare implementation to non-registered, non-residents of St Pete Beach and advertising revenue program to offset Freebee micro-transit service operating costs.**
- d. Amend Financial Services Agreement with Public Trust CPAs, LLC, to increase the not-to-exceed contract value to \$75,000**
- e. Design Agreement with Sweet Sparkman for Station 22 Phase 3 in the amount of \$865,451.00.**
- f. Task order with Stantec Consulting Services, Inc., for on-call transportation planning services in the amount of \$25,000.00.**
- g. Services agreement amendment with Cotton Global Disaster Solutions, in the amount of \$2,034,044.63 for various City building repairs damaged by Hurricanes Helene and Milton.**
- h. Service agreement with Raftelis Financial Consultants, Inc. for Operating and Enterprise Fee Studies in the amount of \$144,395.00.**

6. Action Items -

- a. Unnecessary and Undue Hardship Variance No. 24058: Allowing for the encroachment of feature and quiet pools into the required side setback in the development of Windward Pass Resort [Parcel #s 07-32-16-07398-001-0170, 07-32-16-07398-001-0230, 07-32-16-18143-001-0010, 07-32-16-18143-001-0020]**

This is a companion to Agenda Items 6.b. and 7.a.

John A Bodziak, Architect, AIA for Beth A Morean of SUNGOLD LLC requests to construct quiet and feature pools that encroach to 31'-6" from the southern side property line where a 65'-0" side setback is required (LDC Sec. 42.7.).

Action Options: Motion to [approve/approve with conditions/deny] Variance 24058.

- b. Consideration of Resolution 2024-12 (Conditional Use Permit #23085) to allow for the development of Windward Pass Resort [Parcel #s 07-32-16-18143-001-0010, 07-32-16-18143-001-0020, 07-32-16-07398-001-0170, & 07-32-16-07398-001-0230]**

This is a companion to Agenda Items 6.a. and 7.a.

Associated with Conditional Use Permit #23085, requested by John A Bodziak, Architect, AIA for Beth A Morean of SUNGOLD LLC.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTIONS 39.6.(p), AND 42.4(b), (d), (g), & (h) OF THE LAND DEVELOPMENT CODE, TO ALLOW FOR THE DEVELOPMENT OF A 104 UNIT CONDO HOTEL, (38.8 UNITS PER ACRE), WITHIN A NEW SIX-STORY LODGING STRUCTURE THAT WILL EXTEND TO 50 FEET ABOVE BASE FLOOD ELEVATION WITH NON-HABITABLE OVERRUN NOT TO EXCEED 60 FEET ABOVE BASE FLOOD ELEVATION, AND INCLUDE AS SITE AMENITIES OUTDOOR MINI-GOLF, QUIET AND FEATURE POOLS, AND 12-SLIP CLASS A LODGING DOCK, INCLUDE AS HOTEL BUILDING AMENITIES GROUND-FLOOR AND OUTDOOR SIXTH-FLOOR BARS AND SEATING AREAS, INDOOR BALLROOM AND RESTAURANT, AND INCLUDE IN A SEPARATE BUILDING AN ARCADE AND THREE-LEVEL GARAGE WITH SECOND AND THIRD-FLOOR OUTDOOR SEATING AREAS, TO PROPERTY WITH PARCEL NUMBERS OF 07-32-16-18143-001-0010, 07-32-16-18143-001-0020, 07-32-16-07398-001-0170, & 07-32-16-07398-001-0230; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND

PROVIDING OF CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

Action Options: Motion to [approve/approve with modification/deny] Resolution 2024-12.

7. Ordinances -

a. First reading of Ordinance 2024-08 to allocate 104 units of temporary lodging density from the Town Center Corey Circle and Coquina West, Activity Center, and Bayou Residential Districts Temporary Lodging Unit Density Pool to property with parcel numbers of 07-32-16-18143-001-0010, 07-32-16-18143-001-0020, 07-32-16-07398-001-0170, & 07-32-16-07398-001-0230 (Windward Pass Resort)

This is a companion to Agenda Items 6.a. and 8.a.

Associated with Conditional Use Permit #23085, requested by John A Bodziak, Architect, AIA for Beth A Morean of SUNGOLD LLC.

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR THE ALLOCATION OF 104 UNITS OF TEMPORARY LODGING DENSITY UNDER THE PROVISIONS OF THE TOWN CENTER COREY CIRCLE, COQUINA WEST, ACTIVITY CENTER, AND BAYOU RESIDENTIAL DISTRICTS TEMPORARY LODGING UNIT DENSITY POOL, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN, TO PROPERTY WITH PARCEL NUMBERS OF 07-32-16-07398-001-0170, 07-32-16-07398-001-0230, 07-32-16-18143-001-0010, 07-32-16-18143-001-0020; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Options: Motion to [approve/approve with modification/deny] the first reading of Ordinance 2024-08.

b. First reading of Ordinance 2025-12: Amendments to Land Development Code Divisions 16 - CG-2 COMMERCIAL DISTRICT and 33 - CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA CORRECTING ERRORS IN PRIOR ORDINANCES BY AMENDING THE CITY'S LAND DEVELOPMENT CODE DIVISION 16 CG-2 COMMERCIAL DISTRICT, SECTION 16.2 PERMITTED PRINCIPAL USES AND STRUCTURES TO RECOGNIZE AND ALLOW FULL-SERVICE RESTAURANTS, AND DIVISION 33 CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT, SECTION 33.7 DENSITY AND INTENSITY TO CLARIFY THAT SINGLE-FAMILY RESIDENCES ARE PROHIBITED; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Options: Motion to [approve/approve with modification/deny] Ordinance 2025-12.

c. First reading of Ordinance 2025-13 FY2025 Budget Amendment

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2025 BY INCREASING APPROPRIATIONS FOR EXPENDITURE IN THE GENERAL FUND, WASTEWATER, RECLAIMED WATER FUND, STORMWATER FUND AND CONSTRUCTION PROJECT FUND; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Requested Motion: Motion to adopt Ordinance 2025-13.

d. Final Reading of Ordinance 2025-11 Nuisance Abatement Ordinance

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING CITY CODE CHAPTER 46 ENVIRONMENT ARTICLE II. NUISANCES DIVISION 2.

ABATEMENT PROCEDURE SECTIONS 46-61 THROUGH 46-66; AND CHAPTER 46 ENVIRONMENT ARTICLE V CHRONIC NUISANCE PROPERTY CODE, DIVISION 1 CHRONIC NUISANCE SERVICES SECTIONS 46- 141 THROUGH 46-152 TO PROVIDE FOR DUE PROCESS SPECIAL MAGISTRATE HEARINGS AND PROCEDURES FOR THE ABATEMENT OF NUISANCES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Requested Motion: Motion to adopt Ordinance 2025-11.

e. First reading of Ordinance 2025-14 Sunset Library Advisory Committee

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE TO SUNSET AND END ALL DUTIES OF THE LIBRARY ADVISORY BOARD BY DELETING CHAPTER 22 BOARDS, COMMITTEES, COMMISSIONS ARTICLE V. LIBRARY ADVISORY COMMITTEE CODE SECTIONS 22-136 THROUGH 22-144; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Requested motion: Motion to approve first reading of Ordinance 2025-14

8. Items for Discussion -
9. City Clerk, City Manager, City Attorney and City Commission Reports -
10. Adjournment -

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

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

- Email the City Clerk by 12:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 12:00 p.m. the day of the meeting

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

The public is cordially invited to attend this meeting.

All agenda material is available for review at City Hall or www.stpetebeach.org.

**CITY COMMISSION MEETING
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Agenda Report

Agenda Title Name: An update by Calvin Giordano and Associates on Comprehensive Plan Amendments - Height / Density in Large Resort Land Use Category.

Action Request: N/A

Strategic Objective: Long Range Planning

Date: May 13, 2025

Prepared By: Gilbert Martinez, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: At the request of the City Commission, Calvin, Giordano and Associates will be providing an update on their assessment of viable options to address the issues of height and density within the Large Resort Land Use Category.

Funding: The contract for the Comprehensive Plan Study of the Large Resort, Town Center -1 & Town Center -2 Land Use Categories with Calvin, Giordano and Associates was executed in January 2025.

Attachments:

1. SB 180 final excerpts
2. SB 180 final passed complete bill version

Senate Bill 180 as passed by Florida House and Senate

This SB 180 language passed in the Fla Legislature in SB 180 and is now awaiting signature by the Governor.

There is a section 28 that is specific to Hurricanes Debby and Milton, and another section 18 that will apply to all future hurricanes creating a new statute 252.422 FS

See Excerpt from final version of SB 180 by line numbers, taken out of order but reflecting the most relevant provisions which appear at the end of the bill (in section 28), first:

Line 1321 Section 28. (1) Each county listed in the Federal Disaster

1322 Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR

1323 4828), or Hurricane Milton (DR-4834), and each municipality

1324 within one of those counties, may not propose or adopt any

1325 moratorium on construction, reconstruction, or redevelopment of

1326 any property damaged by such hurricanes; propose or adopt more

1327 restrictive or burdensome amendments to its comprehensive plan

1328 or land development regulations; or propose or adopt more

1329 restrictive or burdensome procedures concerning review,

1330 approval, or issuance of a site plan, development permit, or

1331 development order, to the extent that those terms are defined by

1332 s. 163.3164, Florida Statutes, before October 1, 2027, and any

1333 such moratorium or restrictive or burdensome comprehensive plan

1334 amendment, land development regulation, or procedure shall be

1335 null and void ab initio. This subsection applies retroactively

1336 to August 1, 2024.

1337 (2) Notwithstanding subsection (1), any comprehensive plan

1338 amendment, land development regulation amendment, site plan,

1339 development permit, or development order approved or adopted by

1340 a county or municipality before or after the effective date of
1341 this act may be enforced if:

1342 (a) The associated application is initiated by a private
1343 party other than the county or municipality.

1344 (b) The property that is the subject of the application is
1345 owned by the initiating private party.

1346 (3)(a) A resident of or the owner of a business in a county
1347 or municipality may bring a civil action for declaratory and
1348 injunctive relief against the county or municipality for a
1349 violation of this section. Pending adjudication of the action
1350 and upon filing of a complaint showing a violation of this
1351 section, the resident or business owner is entitled to a
1352 preliminary injunction against the county or municipality
1353 preventing implementation of the moratorium or the comprehensive
1354 plan amendment, land development regulation, or procedure. If
1355 such civil action is successful, the resident or business owner
1356 is entitled to reasonable attorney fees and costs.

1357 (b) Attorney fees and costs and damages may not be awarded
1358 pursuant to this subsection if:

1359 1. The resident or business owner provides the governing
1360 body of the county or municipality written notice that a
1361 proposed or enacted moratorium, comprehensive plan amendment,
1362 land development regulation, or procedure is in violation of
1363 this section; and

1364 2. The governing body of the county or municipality
1365 withdraws the proposed moratorium, comprehensive plan amendment,

1366 land development regulation, or procedure within 14 days; or, in
1367 the case of an adopted moratorium, comprehensive plan amendment,
1368 land development regulation, or procedure, the governing body of
1369 a county or municipality notices an intent to repeal within 14
1370 days after receipt of the notice and repeals the moratorium,
1371 comprehensive plan amendment, land development regulation, or
1372 procedure within 14 days thereafter.
1373 **(4) This section expires June 30, 2028.**

Line 1006 **Section 18.** Section 252.422, Florida Statutes, is created

1007 to read:

1008 **252.422 Restrictions on county or municipal regulations**

1009 **after a hurricane.—**

1010 (1) As used in this section, the term “impacted local
1011 government” means a county listed in a federal disaster
1012 declaration located entirely or partially within 100 miles of
1013 the track of a storm declared to be a hurricane by the National
1014 Hurricane Center while the storm was categorized as a hurricane
1015 or a municipality located within such a county.

1016 **(2) For 1 year after a hurricane makes landfall, an**

1017 **impacted local government may not propose or adopt:**

1018 **(a) A moratorium on construction, reconstruction, or**
1019 **redevelopment of any property.**

1020 **(b) A more restrictive or burdensome amendment to its**

1021 comprehensive plan or land development regulations.

1022 (c) A more restrictive or burdensome procedure concerning

1023 review, approval, or issuance of a site plan, development

1024 permit, or development order, to the extent that those terms are

1025 defined in s. 163.3164.

1026 (3) Notwithstanding subsection (2), a comprehensive plan

1027 amendment, land development regulation amendment, site plan,

1028 development permit, or development order approved or adopted by

1029 an impacted local government before or after the effective date

1030 of this act may be enforced if:

1031 (a) The associated application is initiated by a private

1032 party other than the impacted local government and the property

1033 that is the subject of the application is owned by the

1034 initiating private party;

1035 (b) The proposed comprehensive plan amendment was submitted

1036 to reviewing agencies pursuant to s. 163.3184 before landfall;

1037 or

1038 (c) The proposed comprehensive plan amendment or land

1039 development regulation is approved by the state land planning

1040 agency pursuant to s. 380.05.

1041 (4)(a) Any person may file suit against any impacted local

1042 government for declaratory and injunctive relief to enforce this

1043 section.

1044 (b) A county or municipality may request a determination by

1045 a court of competent jurisdiction as to whether such action

1046 violates this section. Upon such a request, the county or

1047 municipality may not enforce the action until the court has
1048 issued a preliminary or final judgment determining whether the
1049 action violates this section.

1050 (c) Before a plaintiff may file suit, the plaintiff shall
1051 notify the impacted local government by setting forth the facts
1052 upon which the complaint or petition is based and the reasons
1053 the impacted local government's action violates this section.
1054 Upon receipt of the notice, the impacted local government shall
1055 have 14 days to withdraw or revoke the action at issue or
1056 otherwise declare it void. If the impacted local government does
1057 not withdraw or revoke the action at issue within the time
1058 prescribed, the plaintiff may file suit. The plaintiff shall be
1059 entitled to entry of a preliminary injunction to prevent the
1060 impacted local government from implementing the challenged
1061 action during pendency of the litigation. In any action
1062 instituted pursuant to this paragraph, the prevailing plaintiff
1063 shall be entitled to reasonable attorney fees and costs.

1064 (d) In any case brought under this section, all parties are
1065 entitled to the summary procedure provided in s. 51.011, and the
1066 court shall advance the cause on the calendar.

1067 (5) The Office of Program Policy Analysis and Government
1068 Accountability (OPPAGA) shall conduct a study on actions taken
1069 by local governments after hurricanes which are related to
1070 comprehensive plans, land development regulations, and
1071 procedures for review, approval, or issuance of site plans,
1072 permits, or development orders. The study must focus on the

1073 impact that local governmental actions, including moratoriums,
1074 ordinances, and procedures, have had or may have on
1075 construction, reconstruction, or redevelopment of any property
1076 damaged by hurricanes. In its research, OPPAGA shall survey
1077 stakeholders that play integral parts in the rebuilding and
1078 recovery process. OPPAGA shall make recommendations for
1079 legislative options to remove impediments to the construction,
1080 reconstruction, or redevelopment of any property damaged by a
1081 hurricane and prevent the implementation by local governments of
1082 burdensome or restrictive procedures and processes. OPPAGA shall
1083 submit the report to the President of the Senate and the Speaker
1084 of the House of Representatives by December 1, 2025.

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2 An act relating to emergencies; amending s. 83.63,
3 F.S.; requiring certain tenants to be given specified
4 opportunities or notice; creating s. 163.31795, F.S.;
5 defining the terms "cumulative substantial improvement
6 period" and "local government"; prohibiting certain
7 local governments from adopting ordinances for
8 substantial improvements or repairs to a structure
9 which include cumulative substantial improvement
10 periods; amending s. 163.31801, F.S.; prohibiting
11 certain entities from assessing impact fees for
12 specified replacement structures; providing an
13 exception; providing construction; amending s.
14 193.155, F.S.; revising the square footage limitations
15 for certain changes, additions, and improvements to
16 damaged property; amending s. 215.559, F.S.; removing
17 a reference to a certain report; revising public
18 hurricane shelter funding prioritization requirements
19 for the Division of Emergency Management; amending s.
20 250.375, F.S.; authorizing certain servicemembers to
21 provide medical care in specified circumstances;
22 amending s. 252.35, F.S.; revising requirements for
23 the state comprehensive emergency management plan;
24 requiring such plan to include an update on the status
25 of certain emergency management capabilities;
26 requiring the division to collaborate with the
27 Department of Health; revising responsibilities of the
28 division; requiring the division to develop a certain
29 template; revising the purpose of certain training

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30 programs; requiring the division to set the minimum
31 number of training hours that specified individuals
32 must complete biennially; authorizing such training to
33 be provided by certain entities; requiring the
34 division to conduct an annual hurricane readiness
35 session in each region designated by the division for
36 a specified purpose; requiring all county emergency
37 management directors, and authorizing other county and
38 municipal personnel, to attend such session; requiring
39 that the session include specified topics and needs;
40 removing a specified reporting requirement; amending
41 s. 252.355, F.S.; authorizing the Department of
42 Veterans' Affairs to provide certain information to
43 specified clients or their caregivers; requiring the
44 Florida Housing Finance Corporation to enter into
45 memoranda of understanding with specified agencies for
46 a certain purpose; providing that specified persons
47 may use special needs shelters in certain
48 circumstances; amending s. 252.3611, F.S.; directing
49 specified entities to submit specified contracts and
50 reports to the Legislature under specified conditions;
51 requiring such contracts to be posted on a specified
52 secure contract system; requiring the division to
53 report annually to the Legislature specified
54 information on expenditures relating to emergencies;
55 providing requirements for such report; amending s.
56 252.363, F.S.; providing for the tolling and extension
57 of certain determinations; providing for retroactive
58 application; amending s. 252.365, F.S.; requiring

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59 agency heads to notify the Governor and the division
60 of the person designated as the emergency coordination
61 officer annually by a specified date; amending s.
62 252.3655, F.S.; creating the natural hazards risks and
63 mitigation interagency coordinating group; providing
64 the purpose of the group; providing for the membership
65 and administration of the group; requiring agency
66 representatives to provide information relating to
67 natural hazards to this state, agency resources, and
68 efforts to address and mitigate risks and impacts of
69 natural hazards; requiring the group to meet in person
70 or by communications media technology at least
71 quarterly for specified purposes; requiring specified
72 agency heads to meet at least annually to strategize
73 and prioritize state efforts; requiring the division,
74 on behalf of the group, to prepare an annual progress
75 report and submit such report to the Governor and
76 Legislature; revising requirements for such report;
77 amending s. 252.37, F.S.; requiring the division to
78 notify the Legislature of its intent to accept or
79 apply for federal funds under certain circumstances;
80 requiring the division to take steps to maximize the
81 availability and expedite the distribution of
82 financial assistance from the Federal Government to
83 state and local agencies; requiring that such steps
84 include the standardization and streamlining of the
85 application process for federal financial assistance
86 and the provision of assistance to applicants for a
87 specified purpose; requiring the division to use

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88 certain federal funds to implement such requirements;
89 amending s. 252.373, F.S.; conforming a cross-
90 reference; amending s. 252.38, F.S.; requiring
91 political subdivisions to annually provide specified
92 notification to the division before a specified date;
93 creating s. 252.381, F.S.; requiring counties and
94 municipalities to post certain information on their
95 websites; requiring counties and municipalities to
96 develop a poststorm permitting plan; providing
97 requirements for such plan; requiring counties and
98 municipalities to update such plan by a specified date
99 annually; requiring counties and municipalities to
100 publish on their websites a specified storm recovery
101 guide by a specified date annually; providing
102 requirements for such guide; requiring certain
103 counties and municipalities to publish on their
104 websites updates to such guide as soon as practicable
105 following a storm; prohibiting certain counties and
106 municipalities from increasing building permit or
107 inspection fees within a specified timeframe;
108 requiring counties and municipalities to allow
109 individuals to receive certain letters electronically
110 on or before a specified date; requiring certain
111 counties and municipalities to use their best efforts
112 to open a permitting office for a minimum number of
113 hours per week; amending s. 252.385, F.S.; revising
114 reporting requirements for the division; revising
115 requirements for a specified list; requiring the
116 Department of Health and the Agency for Persons with

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Disabilities to assist the division with certain determinations; creating s. 252.422, F.S.; defining the term "impacted local government"; prohibiting impacted local governments from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing any person to file suit to enforce specified provisions; authorizing counties and municipalities to request a specified determination by a court; prohibiting counties and municipalities from taking certain actions until the court has issued a preliminary or final judgment; requiring plaintiffs to provide certain notification before filing suit; requiring impacted local governments to take certain actions upon receipt of such notification or a suit may be filed; providing for reasonable attorney fees and costs; authorizing the use of a certain summary procedure; requiring the court to advance the cause on the calendar; requiring the Office of Program Policy Analysis and Government Accountability to conduct a study on certain local government actions after hurricanes; specifying requirements for the study and legislative recommendations; requiring the office to submit a report to the Legislature by a specified date; creating s. 252.505, F.S.; requiring that certain contracts include a specified provision; defining the term "emergency recovery period"; amending s. 373.423,

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F.S.; requiring the Department of Environmental Protection to submit a Flood Inventory and Restoration Report to the division by a specified date; requiring the department to work with specified entities to compile information for the report; providing specifications for the report; requiring the owner of certain infrastructure to submit certain information to the department; requiring the department to review and update the report biannually; requiring the department to submit an updated report to the division by a specified date; amending s. 380.0552, F.S.; revising the maximum evacuation clearance time for permanent residents of the Florida Keys Area, which time is an element for which amendments to local comprehensive plans in the Florida Keys Area must be reviewed for compliance; requiring the Department of Commerce to conduct baseline modeling scenarios and gather data to determine the number of building permit allocations for distribution in the Florida Keys Area; requiring that such allocations be distributed in a specified manner and over a specified timeframe; prohibiting such allocations from exceeding a specified number; requiring that permits be issued for certain parcels and the distribution of such permits prioritize specified allocations; amending s. 400.063, F.S.; conforming a cross-reference; amending s. 403.7071, F.S.; providing that local governments are authorized and encouraged to add certain addendums to certain contracts and agreements; requiring counties

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and municipalities to apply to the department for authorization to designate at least one debris management site; authorizing municipalities to apply jointly with a county or adjacent municipality for authorization of a debris management site if such entities approve a memorandum of understanding; providing requirements for such memorandum; creating s. 489.1132, F.S.; providing definitions; requiring a hurricane preparedness plan to be available for inspection at certain worksites; requiring certain equipment to be secured in a specified manner no later than 24 hours before the impacts of a hurricane are anticipated to begin; providing penalties; requiring the Florida Building Commission to establish specified best practices and report findings to the Legislature by a specified date; amending s. 553.902, F.S.; revising the definition of the term "renovated building"; requiring the division to consult with specified entities to develop certain recommendations and provide a report to the Legislature by a specified date; prohibiting certain counties from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; declaring that such moratoriums, amendments, or procedures are null and void; providing for retroactive application; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing certain residents and business owners to bring a civil action for

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declaratory and injunctive relief against a county or municipality that violates specified provisions; providing for reasonable attorney fees and costs under specified circumstances; providing for future expiration; providing a directive to the Division of Law Revision; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 83.63, Florida Statutes, is amended to read:

83.63 Casualty damage.—If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired:

(1) The tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

(2) The tenant must be given:

(a) The opportunity to collect his or her belongings from the premises when it is safe to do so; or

(b) Notice of the date by which the tenant will be able to collect his or her belongings from the premises, which must occur within a reasonable time.

Section 2. Section 163.31795, Florida Statutes, is created

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to read:

163.31795 Participation in the National Flood Insurance Program.—

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

(a) "Cumulative substantial improvement period" means the period during which an aggregate of improvements or repairs are considered for purposes of determining substantial improvement as defined in s. 161.54(12).

(b) "Local government" has the same meaning as in s. 163.2514.

(2) A local government that is participating in the National Flood Insurance Program may not adopt or enforce an ordinance for substantial improvements or repairs to a structure which includes a cumulative substantial improvement period.

Section 3. Subsection (14) is added to section 163.31801, Florida Statutes, to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(14) A local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure. However, if the replacement structure increases the demand on public facilities due to a significant increase in size, intensity, or capacity of use, a local government, school district, or special district may assess an impact fee in an amount proportional to the difference in the demand between the replacement structure and

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the original structure. Any such fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the reconstruction or replacement of a previously existing structure.

Section 4. Paragraph (b) of subsection (4) of section 193.155, Florida Statutes, is amended to read:

193.155 Homestead assessments.—Homestead property shall be assessed at just value as of January 1, 1994. Property receiving the homestead exemption after January 1, 1994, shall be assessed at just value as of January 1 of the year in which the property receives the exemption unless the provisions of subsection (8) apply.

(4)

(b)1. Changes, additions, or improvements that replace all or a portion of homestead property, including ancillary improvements, damaged or destroyed by misfortune or calamity shall be assessed upon substantial completion as provided in this paragraph. Such assessment must be calculated using the homestead property's assessed value as of the January 1 immediately before the date on which the damage or destruction was sustained, subject to the assessment limitations in subsections (1) and (2), when:

a. The square footage of the homestead property as changed or improved does not exceed 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction; or

b. The total square footage of the homestead property as changed or improved does not exceed 2,000 ~~1,500~~ square feet.

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2. The homestead property's assessed value must be increased by the just value of that portion of the changed or improved homestead property which is in excess of 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction or of that portion exceeding 2,000 ~~1,500~~ square feet.

3. Homestead property damaged or destroyed by misfortune or calamity which, after being changed or improved, has a square footage of less than 100 percent of the homestead property's total square footage before the damage or destruction shall be assessed pursuant to subsection (5).

4. Changes, additions, or improvements assessed pursuant to this paragraph must be reassessed pursuant to subsection (1) in subsequent years. This paragraph applies to changes, additions, or improvements commenced within 5 years after the January 1 following the damage or destruction of the homestead.

Section 5. Paragraph (b) of subsection (1) of section 215.559, Florida Statutes, is amended to read:

215.559 Hurricane Loss Mitigation Program.—A Hurricane Loss Mitigation Program is established in the Division of Emergency Management.

(1) The Legislature shall annually appropriate \$10 million of the moneys authorized for appropriation under s. 215.555(7)(c) from the Florida Hurricane Catastrophe Fund to the division for the purposes set forth in this section. Of the amount:

(b) Three million dollars in funds shall be used to construct or retrofit facilities used as public hurricane shelters. Each year the division shall prioritize the use of

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these funds for projects included in the annual report ~~of the~~
~~Shelter Development Report~~ prepared in accordance with s.
252.385(3). The division shall ~~must~~ give funding priority to
projects located in counties ~~regional planning council regions~~
that have shelter deficits, projects that are publicly owned,
other than schools, and ~~to~~ projects that maximize the use of
state funds.

Section 6. Section 250.375, Florida Statutes, is amended to
read:

250.375 Medical officer authorization.—A servicemember
trained to provide medical care who is serving under the
direction of the Florida National Guard State Surgeon and is
assigned to a military duty position and authorized by the
Florida National Guard to provide medical care within the scope
of the servicemember's professional licensure by virtue of such
duty position may provide such medical care to military
personnel and civilians within this state ~~physician who holds an~~
~~active license to practice medicine in any state, a United~~
~~States territory, or the District of Columbia,~~ while serving as
~~a medical officer~~ with or in support of the Florida National
Guard, pursuant to federal or state orders, ~~may practice~~
~~medicine on military personnel or civilians~~ during an emergency
or declared disaster ~~or during federal military training.~~

Section 7. Paragraphs (y) through (dd) of subsection (2) of
section 252.35, Florida Statutes, are redesignated as paragraphs
(x) through (cc), respectively, paragraphs (a), (c), and (n) and
present paragraph (x) of that subsection are amended, and a new
paragraph (dd) is added to that subsection, to read:

252.35 Emergency management powers; Division of Emergency

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Management.—

(2) The division is responsible for carrying out the provisions of ss. 252.31-252.90. In performing its duties, the division shall:

(a) Prepare a state comprehensive emergency management plan, which must ~~shall~~ be integrated into and coordinated with the emergency management plans and programs of the Federal Government. The division shall adopt the plan as a rule in accordance with chapter 120. The plan must be implemented by a continuous, integrated comprehensive emergency management program. The plan must contain provisions to ensure that the state is prepared for emergencies and minor, major, and catastrophic disasters, and the division shall work closely with local governments and agencies and organizations with emergency management responsibilities in preparing and maintaining the plan. The state comprehensive emergency management plan must be operations oriented and:

1. Include an evacuation component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of evacuation activities. This component must, at a minimum: contain guidelines for lifting tolls on state highways; ensure coordination pertaining to evacuees crossing county lines; set forth procedures for directing people caught on evacuation routes to safe shelter; establish strategies for ensuring sufficient, reasonably priced fueling locations along evacuation routes; and establish policies and strategies for emergency medical evacuations.

2. Include a shelter component that includes specific regional and interregional planning provisions and promotes

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coordination of shelter activities between the public, private, and nonprofit sectors. This component must, at a minimum: contain strategies to ensure the availability of adequate public shelter space in each county ~~region of the state~~; establish strategies for refuge-of-last-resort programs; provide strategies to assist local emergency management efforts to ensure that adequate staffing plans exist for all shelters, including medical and security personnel; provide for a postdisaster communications system for public shelters; establish model shelter guidelines for operations, registration, inventory, power generation capability, information management, and staffing; and set forth policy guidance for sheltering people with special needs.

3. Include a postdisaster response and recovery component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of postdisaster response and recovery activities. This component must provide for postdisaster response and recovery strategies according to whether a disaster is minor, major, or catastrophic. The postdisaster response and recovery component must, at a minimum: establish the structure of the state's postdisaster response and recovery organization; establish procedures for activating the state's plan; set forth policies used to guide postdisaster response and recovery activities; describe the chain of command during the postdisaster response and recovery period; describe initial and continuous postdisaster response and recovery actions; identify the roles and responsibilities of each involved agency and organization; provide for a comprehensive communications plan; establish

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procedures for coordinating and monitoring statewide mutual aid agreements reimbursable under federal public disaster assistance programs; provide for rapid impact assessment teams; ensure the availability of an effective statewide urban search and rescue program coordinated with the fire services; ensure the existence of a comprehensive statewide medical care and relief plan administered by the Department of Health; and establish systems for coordinating volunteers and accepting and distributing donated funds and goods.

4. Include additional provisions addressing aspects of preparedness, response, recovery, and mitigation as determined necessary by the division.

5. Address the need for coordinated and expeditious deployment of state resources, including the Florida National Guard. In the case of an imminent major disaster, procedures should address predeployment of the Florida National Guard, and, in the case of an imminent catastrophic disaster, procedures should address predeployment of the Florida National Guard and the United States Armed Forces.

6. Establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations, including public health emergencies, and can communicate emergency response decisions.

7. Establish guidelines and schedules for annual exercises that evaluate the ability of the state and its political subdivisions to respond to minor, major, and catastrophic disasters and support local emergency management agencies. Such exercises shall be coordinated with local governments and, to

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the extent possible, the Federal Government.

8. Assign lead and support responsibilities to state agencies and personnel for emergency support functions and other support activities.

9. Include the public health emergency plan developed by the Department of Health pursuant to s. 381.00315.

10. Include an update on the status of the emergency management capabilities of the state and its political subdivisions. The update must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.

The complete state comprehensive emergency management plan must be submitted to the President of the Senate, the Speaker of the House of Representatives, and the Governor on February 1 of every even-numbered year.

(c) Assist political subdivisions in preparing and maintaining emergency management plans. Such assistance must include the development of a template for comprehensive emergency management plans, including plans for natural disasters, and guidance on the development of mutual aid agreements.

(n) Implement training programs to maintain this state's status as a national leader in emergency management and improve the ability of state and local emergency management personnel to prepare and implement emergency management plans and programs. This must ~~shall~~ include a continuous training program for agencies and individuals who ~~that~~ will be called on to perform key roles in state and local postdisaster response and recovery

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efforts and for local government personnel on federal and state postdisaster response and recovery strategies and procedures. The division shall specify requirements for the minimum number of training hours that county or municipal administrators, county or city managers, county or municipal emergency management directors, and county or municipal public works directors or other officials responsible for the construction and maintenance of public infrastructure must complete biennially in addition to the training required pursuant to s. 252.38(1)(b). Such training may be provided by the division or, for county personnel, by a foundation that is a not-for-profit corporation under s. 501(c)(3) of the Internal Revenue Code and has a governing board that includes in its membership county commissioners and professional county staff. If training is provided by a foundation, such training must be approved by the division.

~~(x) Report biennially to the President of the Senate, the Speaker of the House of Representatives, the Chief Justice of the Supreme Court, and the Governor, no later than February 1 of every odd-numbered year, the status of the emergency management capabilities of the state and its political subdivisions. This report must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.~~

(dd) Conduct, by April 1 of each year, an annual hurricane readiness session in each region designated by the division to facilitate coordination between all emergency management stakeholders. Each county emergency management director or his or her designee shall, and other county and municipal personnel

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may, attend the session for his or her region. A session must include, but is not limited to, guidance on timelines for preparation and response, information on state and federal postdisaster resources and assistance, guidance to promote efficient and expedited rebuilding of the community after a hurricane, best practices for coordination and communication among entities engaged in postdisaster response and recovery, and discussion of any outstanding county or municipal preparedness or readiness needs.

Section 8. Subsection (4) of section 252.355, Florida Statutes, is renumbered as subsection (5), paragraph (b) of subsection (2) is amended, and a new subsection (4) is added to that section, to read:

252.355 Registry of persons with special needs; notice; registration program.—

(2) In order to ensure that all persons with special needs may register, the division shall develop and maintain a special needs shelter registration program. During a public health emergency in which physical distancing is necessary, as determined by the State Health Officer, the division must maintain information on special needs shelter options that mitigate the threat of the spread of infectious diseases.

(b) To assist in identifying persons with special needs, home health agencies, hospices, nurse registries, home medical equipment providers, the Department of Veterans' Affairs, the Department of Children and Families, the Department of Health, the Agency for Health Care Administration, the Department of Education, the Agency for Persons with Disabilities, the Department of Elderly Affairs, and memory disorder clinics

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shall, and any physician licensed under chapter 458 or chapter 459 and any pharmacy licensed under chapter 465 may, annually provide registration information to all of their special needs clients or their caregivers. The Florida Housing Finance Corporation shall enter into memoranda of understanding with the Department of Elderly Affairs and with the Agency for Persons with Disabilities to ensure special needs registration information is provided to residents of low-income senior independent living properties and independent living properties for persons with intellectual or developmental disabilities funded by the Florida Housing Finance Corporation, respectively. The division shall develop a brochure that provides information regarding special needs shelter registration procedures. The brochure must be easily accessible on the division's website. All appropriate agencies and community-based service providers, including aging and disability resource centers, memory disorder clinics, home health care providers, hospices, nurse registries, and home medical equipment providers, shall, and any physician licensed under chapter 458 or chapter 459 may, assist emergency management agencies by annually registering persons with special needs for special needs shelters, collecting registration information for persons with special needs as part of the program intake process, and establishing programs to educate clients about the registration process and disaster preparedness safety procedures. A client of a state-funded or federally funded service program who has a physical, mental, or cognitive impairment or sensory disability and who needs assistance in evacuating, or when in a shelter, must register as a person with special needs. The registration program shall give persons with

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special needs the option of preauthorizing emergency response personnel to enter their homes during search and rescue operations if necessary to ensure their safety and welfare following disasters.

(4) The caregiver of a person with special needs who is eligible for admission to a special needs shelter, and all persons for whom he or she is the caregiver, shall be allowed to shelter together in the special needs shelter. If a person with special needs is responsible for the care of persons without special needs, those persons shall be allowed to use the special needs shelter with the person with special needs.

Section 9. Effective January 1, 2026, subsection (2) of section 252.3611, Florida Statutes, is amended, and subsection (5) is added to that section, to read:

252.3611 Transparency; audits.—

(2) If ~~When~~ the duration of a declaration of a state of an emergency issued by the Governor exceeds 90 days:

(a) 1. The Executive Office of the Governor or the appropriate agency, within 72 hours after ~~of~~ executing a contract executed with moneys authorized for expenditure to support the response to the declared state of emergency, must ~~the Executive Office of the Governor or the appropriate agency shall~~ submit a copy of such contract to the Legislature. For contracts executed during the first 90 days of the declared state of emergency, the Executive Office of the Governor or the appropriate agency shall submit a copy to the Legislature within the first 120 days of the declared state of emergency.

2. All contracts executed to support the response to a declared state of emergency, including contracts executed before

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a declared state of emergency to secure resources or services in advance or anticipation of an emergency, must be posted on the secure contract tracking system required under s. 215.985(14).

(b) The Executive Office of the Governor or the appropriate agency shall submit monthly reports to the Legislature of all state expenditures, revenues received, and funds transferred by an agency during the previous month to support the declared state of emergency.

(5) Annually, by January 15, the division shall report to the President of the Senate, the Speaker of the House of Representatives, and the chairs of the appropriations committee of each house of the Legislature on expenditures related to emergencies incurred over the year from November 1 of the previous year. The report must include:

(a) A separate summary of each emergency event, whether complete or ongoing, and key actions taken by the division.

(b) Details of expenditures, separated by emergency event and agency, for preparing for, responding to, or recovering from the event. The report must specify detailed expenditures for the entire report time period; specify total expenditures for the event; and indicate amounts that are being or are anticipated to be reimbursed by the Federal Emergency Management Agency or other federal entity, amounts ineligible for reimbursement, and any amounts deobligated by the Federal Emergency Management Agency or other federal entity for reimbursement. The division shall review expenditures by state agencies to ensure that efforts, purchases, contracts, or expenditures are not duplicated.

(c) An accounting of all inventory and assets purchased,

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610 separated by emergency event and agency, for preparing for,
611 responding to, or recovering from the event, including motor
612 vehicles, boats, computers, and other equipment, and the current
613 status of such assets, including divestment, sale, or donation
614 by the state. The report must include a detailed accounting for
615 the entire report time period and specify a total for the event.

616 Section 10. Paragraph (a) of subsection (1) of section
617 252.363, Florida Statutes, is amended to read:

618 252.363 Tolling and extension of permits and other
619 authorizations.—

620 (1)(a) The declaration of a state of emergency issued by
621 the Governor for a natural emergency tolls the period remaining
622 to exercise the rights under a permit or other authorization for
623 the duration of the emergency declaration. Further, the
624 emergency declaration extends the period remaining to exercise
625 the rights under a permit or other authorization for 24 months
626 in addition to the tolled period. The extended period to
627 exercise the rights under a permit or other authorization may
628 not exceed 48 months in total in the event of multiple natural
629 emergencies for which the Governor declares a state of
630 emergency. The tolling and extension of permits and other
631 authorizations under this paragraph shall apply retroactively to
632 September 28, 2022, except in the case of the formal
633 determination of the delineation of the extent of wetlands under
634 s. 373.421, in which case tolling and extension of
635 determinations under this paragraph shall apply retroactively to
636 January 1, 2023. This paragraph applies to the following:

637 1. The expiration of a development order issued by a local
638 government.

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2. The expiration of a building permit.

3. The expiration of a permit issued by the Department of Environmental Protection or a water management district pursuant to part IV of chapter 373.

4. Permits issued by the Department of Environmental Protection or a water management district pursuant to part II of chapter 373 for land subject to a development agreement under ss. 163.3220-163.3243 in which the permittee and the developer are the same or a related entity.

5. The buildout date of a development of regional impact, including any extension of a buildout date that was previously granted as specified in s. 380.06(7)(c).

6. The expiration of a development permit or development agreement authorized by Florida Statutes, including those authorized under the Florida Local Government Development Agreement Act, or issued by a local government or other governmental agency.

7. The formal determination of the delineation of the extent of wetlands under s. 373.421.

Section 11. Subsection (4) of section 252.365, Florida Statutes, is amended to read:

252.365 Emergency coordination officers; disaster-preparedness plans.—

(4) On or before May 1 of each year, the head of each agency shall notify the Governor and the division in writing of the person initially designated as the emergency coordination officer for such agency and her or his alternate and of any changes in persons so designated thereafter.

Section 12. Section 252.3655, Florida Statutes, is amended

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to read:

252.3655 Natural hazards risks and mitigation interagency
coordinating group ~~workgroup~~.—

(1)(a) An interagency coordinating group ~~workgroup~~ is
created for the purpose of sharing information on the current
and potential risks and impacts of natural hazards throughout
this ~~the~~ state, coordinating the ongoing efforts of state
agencies in addressing and mitigating the risks and impacts of
natural hazards, and collaborating on statewide initiatives to
address and mitigate the risks and impacts of natural hazards.
As used in this section, the term “natural hazards” includes,
but is not limited to, extreme heat, drought, wildfire, sea-
level change, high tides, storm surge, saltwater intrusion,
stormwater runoff, flash floods, inland flooding, and coastal
flooding.

(b) The agency head, or his or her designated senior
manager, from each of the following agencies shall serve on the
coordinating group:

1. Chief Resilience Officer of the Statewide Office of
Resilience.

2. Department of Agriculture and Consumer Services.

3. Department of Commerce.

4. Department of Environmental Protection.

5. Department of Financial Services.

6. Department of Law Enforcement.

7. Department of Highway Safety and Motor Vehicles.

8. Department of Military Affairs.

9. Division of Emergency Management.

10. Department of Transportation.

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697 11. Fish and Wildlife Conservation Commission.

698 12. Office of Insurance Regulation.

699 13. Public Service Commission.

700 14. Each water management district ~~Each agency within the~~
701 ~~executive branch of state government, each water management~~
702 ~~district, and the Florida Public Service Commission shall select~~
703 ~~from within such agency a person to be designated as the agency~~
704 ~~liaison to the workgroup.~~

705 (c) The director of the Division of Emergency Management,
706 or his or her designee, shall serve as the administrator ~~liaison~~
707 ~~to and coordinator~~ of the coordinating group ~~workgroup~~.

708 (d) Each agency representative ~~liaison~~ shall provide
709 information from his or her respective agency, including all
710 relevant reports, on the current and potential risks and impacts
711 of natural hazards to this state ~~to his or her agency~~, agency
712 resources available, and efforts made by the agency to address
713 and mitigate the risks and impacts of ~~against~~ natural hazards,
714 ~~and efforts made by the agency to address the impacts of natural~~
715 ~~hazards.~~

716 (e) 1. The coordinating group ~~workgroup~~ shall meet in person
717 or by means of communications media technology as provided in s.
718 120.54(5)(b)2. at least ~~teleconference on a quarterly basis~~ to
719 share information, leverage agency resources, coordinate ongoing
720 efforts, and provide information for inclusion in the annual
721 progress report submitted pursuant to subsection (2). Agency
722 heads for the agencies listed in paragraph (b) shall meet in
723 person at least annually to collectively strategize and
724 prioritize state efforts.

725 2. Information regarding the coordinating group, including

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meeting agendas and reports, must be posted in a conspicuous location on the division's website.

(2)(a) On behalf of the coordinating group ~~workgroup~~, the division ~~of Emergency Management~~ shall prepare an annual progress report on the implementation of the state's hazard mitigation plan, developed and submitted in accordance with 42 U.S.C. s. 5165 and any implementing regulations, as it relates to natural hazards. At a minimum, the annual progress report must:

1. Assess each agency's ~~the relevance, level, and significance of current agency~~ efforts to address and mitigate the risks and impacts of natural hazards; ~~and~~

2. Strategize and prioritize ongoing efforts to address and mitigate the risks and impacts of natural hazards;

3. Provide recommendations regarding statutory changes and funding that may assist in addressing or mitigating the risks and impacts of natural hazards; and

4. Provide recommendations for state and local natural hazard mitigation strategies.

(b) ~~Each liaison is responsible for ensuring that the workgroup's annual progress report is posted on his or her agency's website.~~

~~(c)~~ By January 1 of each year, 2019, and each year thereafter, the division on behalf of the coordinating group ~~workgroup~~ shall submit the annual progress report to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

Section 13. Paragraphs (c) and (d) of subsection (5) of section 252.37, Florida Statutes, are redesignated as paragraphs

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(d) and (e), respectively, a new paragraph (c) is added to that subsection, and subsection (7) is added to that section, to read:

252.37 Financing.—

(5) Unless otherwise specified in the General Appropriations Act:

(c) If the division intends to accept or apply for federal funds for a division-administered program that is new, that will be implemented in a manner that is innovative or significantly different from the manner in which the program is typically administered, or that will require a state match for which the division will be required to seek new budget authority, the division must notify the Legislature of its intent to accept or apply for the federal funds. The notice must detail the federal program under which the funds will be accepted or applied for, the intended purpose and use of the funds, and the amount of funds, including the estimated state match.

(7) The division shall take steps to maximize the availability and expedite the distribution of financial assistance from the Federal Government to state and local agencies. Such steps must include the standardization and streamlining of the application process for financial assistance through the federal Public Assistance Program and provision of assistance to applicants in order to mitigate the risk of noncompliance with federal program requirements. The division shall use federal funds allocated as management costs or other funds as appropriated to implement this subsection.

Section 14. Paragraph (a) of subsection (2) of section 252.373, Florida Statutes, is amended to read:

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252.373 Allocation of funds; rules.—

(2) The division shall allocate funds from the Emergency Management, Preparedness, and Assistance Trust Fund to local emergency management agencies and programs pursuant to criteria specified in rule. Such rules shall include, but are not limited to:

(a) Requiring that, at a minimum, a local emergency management agency either:

1. Have a program director who works at least 40 hours a week in that capacity; or

2. If the county has fewer than 75,000 population or is party to an interjurisdictional emergency management agreement entered into pursuant to s. 252.38(3)(c) ~~s. 252.38(3)(b)~~, that is recognized by the Governor by executive order or rule, have an emergency management coordinator who works at least 20 hours a week in that capacity.

Section 15. Paragraphs (a) and (b) of subsection (3) of section 252.38, Florida Statutes, are redesignated as paragraphs (b) and (c), respectively, a new paragraph (a) is added to that subsection, and paragraph (a) of subsection (1) is amended, to read:

252.38 Emergency management powers of political subdivisions.—Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state.

(1) COUNTIES.—

(a) In order to provide effective and orderly governmental control and coordination of emergency operations in emergencies within the scope of ss. 252.31-252.90, each county within this

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state shall be within the jurisdiction of, and served by, the division. Except as otherwise provided in ss. 252.31-252.90, each local emergency management agency shall have jurisdiction over and serve an entire county. Unless part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3) (c) ~~(3) (b)~~ which is recognized by the Governor by executive order or rule, each county must establish and maintain such an emergency management agency and shall develop a county emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program. Counties that are part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3) (c) ~~(3) (b)~~ which is recognized by the Governor by executive order or rule shall cooperatively develop an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program.

(3) EMERGENCY MANAGEMENT POWERS; POLITICAL SUBDIVISIONS.—

(a) Each political subdivision shall notify the division on or before May 1 each year of the person designated as the emergency contact for the political subdivision and his or her alternate and of any changes in persons so designated thereafter. For a county, the emergency contact must be the county emergency management director.

Section 16. Section 252.381, Florida Statutes, is created to read:

252.381 Information related to natural emergencies; poststorm county and municipal permitting; operations.—

(1) Each county and municipality must post on its publicly

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accessible website:

(a) A frequently asked questions web page related to natural emergency response, emergency preparedness, and public relief for residents following an emergency. The web page must answer questions concerning resident evacuations; safety tips; generator, food and drinking water, and wastewater and stormwater safety; damage assessment; debris cleanup; accessing assistance through the Federal Emergency Management Agency and this state; building recovery; natural emergency guidance; applicable laws; and what to do before, during, and after an emergency.

(b) A disaster supply list and a list of emergency shelters.

(c) Links to information about flood zones.

(d) A checklist for residents explaining next steps to take during postdisaster recovery.

(e) Information specific to persons with disabilities, including, but not limited to, guidelines for special needs shelter registration; an explanation of how to register for special needs shelters and where to obtain assistance with that process; guidelines as to the level of care that is or is not provided at a special needs shelter as well as situations when either a general population shelter or hospital should be considered; and any other postdisaster assistance or resources available to affected persons with disabilities impacted by a disaster.

(2) (a) Each county and municipality shall develop a poststorm permitting plan to expedite recovery and rebuilding by providing for special building permit and inspection procedures

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after a hurricane or tropical storm. The plan must, at a minimum:

1. Ensure sufficient personnel are prepared and available to expeditiously manage postdisaster building inspection, permitting, and enforcement tasks. The plan must anticipate conditions that would necessitate supplemental personnel for such tasks and address methods for fulfilling such personnel needs, including through mutual aid agreements as authorized in s. 252.40, other arrangements, such as those with private sector contractors, or supplemental state or federal funding. The plan must include training requirements and protocols for supplemental personnel to ensure compliance with local floodplain management requirements that apply within the county or municipality.

2. Account for multiple or alternate locations where building permit services may be offered in person to the public following a hurricane or tropical storm during regular business hours.

3. Specify a protocol to expedite permitting procedures and, if practicable, for the waiver or reduction of applicable fees in accordance with and in addition to the procedures and waivers provided for under s. 553.7922. The plan must identify the types of permits that are frequently requested following a hurricane or tropical storm and methods to expedite the processing of such permits.

4. Specify procedures and resources necessary to promote expeditious debris removal following a hurricane or tropical storm.

(b) Each county and municipality shall update the plan no

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900 later than May 1 annually.

901 (3) (a) By May 1 annually, each county and municipality
902 shall publish on its website a hurricane and tropical storm
903 recovery permitting guide for residential and commercial
904 property owners. The guide must describe:

905 1. The types of poststorm repairs that require a permit and
906 applicable fees.

907 2. The types of poststorm repairs that do not require a
908 permit.

909 3. The poststorm permit application process and specific
910 modifications the county or municipality commonly makes to
911 expedite the process, including the physical locations where
912 permitting services will be offered.

913 4. Local requirements for rebuilding specific to the county
914 or municipality, including elevation requirements following
915 substantial damage and substantial improvement pursuant to the
916 National Flood Insurance Program (NFIP) and any local amendments
917 to the building code.

918 (b) As soon as practicable following a hurricane or
919 tropical storm, a county or municipality within the area for
920 which a state of emergency pursuant to s. 252.36 for such
921 hurricane or tropical storm is declared shall publish updates on
922 its website to the information required under paragraph (a)
923 which are specific to such storm, including any permitting fee
924 waivers or reductions.

925 (4) For 180 days after a state of emergency is declared
926 pursuant to s. 252.36 for a hurricane or tropical storm, a
927 county or municipality within the area for which the state of
928 emergency is declared may not increase building permit or

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inspection fees.

(5) On or before May 1, 2026, each county and municipality must provide an online option for receiving, reviewing, and accessing substantial damage and substantial improvement letters. The county or municipality must allow homeowners to provide an e-mail address where they can receive digital copies of such letters.

(6) As soon as reasonably practicable following the landfall and passage of a hurricane or tropical storm, each county and municipality that has experienced a direct impact from a natural emergency must use its best efforts to open a permitting office at which residents can access government services for at least 40 hours per week.

Section 17. Subsections (2) and (3) of section 252.385, Florida Statutes, are amended to read:

252.385 Public shelter space; public records exemption.—

~~(2)(a)~~ The division shall administer a program to survey existing schools, universities, community colleges, and other state-owned, municipally owned, and county-owned public buildings and any private facility that the owner, in writing, agrees to provide for use as a public hurricane evacuation shelter to identify those that are appropriately designed and located to serve as such shelters. The owners of the facilities must be given the opportunity to participate in the surveys. The state university boards of trustees, district school boards, community college boards of trustees, and the Department of Education are responsible for coordinating and implementing the survey of public schools, universities, and community colleges with the division or the local emergency management agency.

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958 ~~(b) By January 31 of each even-numbered year, the division~~
959 ~~shall prepare and submit a statewide emergency shelter plan to~~
960 ~~the Governor and Cabinet for approval, subject to the~~
961 ~~requirements for approval in s. 1013.37(2). The emergency~~
962 ~~shelter plan must project, for each of the next 5 years, the~~
963 ~~hurricane shelter needs of the state, including periods of time~~
964 ~~during which a concurrent public health emergency may~~
965 ~~necessitate more space for each individual to accommodate~~
966 ~~physical distancing. In addition to information on the general~~
967 ~~shelter needs throughout this state, the plan must identify the~~
968 ~~general location and square footage of special needs shelters,~~
969 ~~by regional planning council region. The plan must also include~~
970 ~~information on the availability of shelters that accept pets.~~
971 ~~The Department of Health shall assist the division in~~
972 ~~determining the estimated need for special needs shelter space~~
973 ~~and the adequacy of facilities to meet the needs of persons with~~
974 ~~special needs based on information from the registries of~~
975 ~~persons with special needs and other information.~~

976 (3)(a) The division shall annually provide by October 15 to
977 the Governor, the President of the Senate, and the Speaker of
978 the House of Representatives a report that includes, ~~and the~~
979 ~~Governor~~ a list of facilities recommended to be retrofitted
980 using state funds. State funds should be maximized and targeted
981 to projects in counties ~~regional planning council regions~~ with
982 hurricane evacuation shelter deficits. Additionally, the
983 division shall prioritize on the list of recommended facilities
984 other state-owned, municipal-owned, and county-owned public
985 buildings, other than schools, for retrofitting using state
986 funds. The owner or lessee of a public hurricane evacuation

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shelter that is included on the list of facilities recommended for retrofitting is not required to perform any recommended improvements.

(b) The report required in paragraph (a) must include a statewide emergency shelter plan that must project, for each of the next 5 years, the hurricane shelter needs of the state. In addition to information on the general shelter needs throughout this state, the plan must identify, by county, the general location and square footage of special needs shelters. The plan must also include information on the availability of shelters that accept pets. The Department of Health and the Agency for Persons with Disabilities shall assist the division in determining the estimated need for special needs shelter space, the estimated need for general shelter space to accommodate persons with developmental disabilities, including, but not limited to, autism, and the adequacy of facilities to meet the needs of persons with special needs based on information from the registries of persons with special needs and other information.

Section 18. Section 252.422, Florida Statutes, is created to read:

252.422 Restrictions on county or municipal regulations after a hurricane.—

(1) As used in this section, the term "impacted local government" means a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a storm declared to be a hurricane by the National Hurricane Center while the storm was categorized as a hurricane or a municipality located within such a county.

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(2) For 1 year after a hurricane makes landfall, an impacted local government may not propose or adopt:

(a) A moratorium on construction, reconstruction, or redevelopment of any property.

(b) A more restrictive or burdensome amendment to its comprehensive plan or land development regulations.

(c) A more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined in s. 163.3164.

(3) Notwithstanding subsection (2), a comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by an impacted local government before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the impacted local government and the property that is the subject of the application is owned by the initiating private party;

(b) The proposed comprehensive plan amendment was submitted to reviewing agencies pursuant to s. 163.3184 before landfall; or

(c) The proposed comprehensive plan amendment or land development regulation is approved by the state land planning agency pursuant to s. 380.05.

(4) (a) Any person may file suit against any impacted local government for declaratory and injunctive relief to enforce this section.

(b) A county or municipality may request a determination by

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1045 a court of competent jurisdiction as to whether such action
1046 violates this section. Upon such a request, the county or
1047 municipality may not enforce the action until the court has
1048 issued a preliminary or final judgment determining whether the
1049 action violates this section.

1050 (c) Before a plaintiff may file suit, the plaintiff shall
1051 notify the impacted local government by setting forth the facts
1052 upon which the complaint or petition is based and the reasons
1053 the impacted local government's action violates this section.
1054 Upon receipt of the notice, the impacted local government shall
1055 have 14 days to withdraw or revoke the action at issue or
1056 otherwise declare it void. If the impacted local government does
1057 not withdraw or revoke the action at issue within the time
1058 prescribed, the plaintiff may file suit. The plaintiff shall be
1059 entitled to entry of a preliminary injunction to prevent the
1060 impacted local government from implementing the challenged
1061 action during pendency of the litigation. In any action
1062 instituted pursuant to this paragraph, the prevailing plaintiff
1063 shall be entitled to reasonable attorney fees and costs.

1064 (d) In any case brought under this section, all parties are
1065 entitled to the summary procedure provided in s. 51.011, and the
1066 court shall advance the cause on the calendar.

1067 (5) The Office of Program Policy Analysis and Government
1068 Accountability (OPPAGA) shall conduct a study on actions taken
1069 by local governments after hurricanes which are related to
1070 comprehensive plans, land development regulations, and
1071 procedures for review, approval, or issuance of site plans,
1072 permits, or development orders. The study must focus on the
1073 impact that local governmental actions, including moratoriums,

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ordinances, and procedures, have had or may have on construction, reconstruction, or redevelopment of any property damaged by hurricanes. In its research, OPPAGA shall survey stakeholders that play integral parts in the rebuilding and recovery process. OPPAGA shall make recommendations for legislative options to remove impediments to the construction, reconstruction, or redevelopment of any property damaged by a hurricane and prevent the implementation by local governments of burdensome or restrictive procedures and processes. OPPAGA shall submit the report to the President of the Senate and the Speaker of the House of Representatives by December 1, 2025.

Section 19. Effective January 1, 2026, section 252.505, Florida Statutes, is created to read:

252.505 Breach of contract during emergency recovery periods for natural emergencies.—Each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Section 20. Subsection (4) is added to section 373.423, Florida Statutes, to read:

373.423 Inspection.—

(4) (a) By September 1, 2026, the department shall submit a

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Flood Inventory and Restoration Report to the Division of
Emergency Management. The department must work with water
management districts, local governments, and operators of public
and private stormwater management systems to compile the
necessary information for the report, which must:

1. Identify priority infrastructure needs within each water
management district jurisdiction that may result in flooding or
property damage or threaten human health if left unaddressed;

2. Identify locations that have both historic flooding
occurrences, based on flood zones identified by the Federal
Emergency Management Agency, and the potential to flood from
future significant storm events, such as hurricanes and tropical
storms;

3. For each location identified in subparagraph 1. or
subparagraph 2., include an inspection and maintenance schedule
and specific information on the age of the infrastructure,
upstream impacts, and other factors that may lead to system
failure if unaddressed; and

4. Include a list of facilities prioritized for funding to
address flooding issues.

(b) The owner of any priority infrastructure identified in
the report must submit an inspection and maintenance schedule to
the department.

(c) The department must review and update the report on a
biannual basis. The report must provide information regarding
compliance with the inspection and maintenance schedules,
include any additional revisions based on storm event
experience, and revise the list of facilities as new flooding
events take place and new projects are implemented to alleviate

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infrastructure deficiencies which led to flooding events. The
department must submit an updated report to the Division of
Emergency Management by September 1 of each year in which the
report is due.

Section 21. Paragraph (a) of subsection (9) of section
380.0552, Florida Statutes, is amended to read:

380.0552 Florida Keys Area; protection and designation as
area of critical state concern.—

(9) MODIFICATION TO PLANS AND REGULATIONS.—

(a) Any land development regulation or element of a local
comprehensive plan in the Florida Keys Area may be enacted,
amended, or rescinded by a local government, but the enactment,
amendment, or rescission becomes effective only upon approval by
the state land planning agency. The state land planning agency
shall review the proposed change to determine if it is in
compliance with the principles for guiding development specified
in chapter 27F-8, Florida Administrative Code, as amended
effective August 23, 1984, and must approve or reject the
requested changes within 60 days after receipt. Amendments to
local comprehensive plans in the Florida Keys Area must also be
reviewed for compliance with the following:

1. Construction schedules and detailed capital financing
plans for wastewater management improvements in the annually
adopted capital improvements element, and standards for the
construction of wastewater treatment and disposal facilities or
collection systems that meet or exceed the criteria in s.
403.086(11) for wastewater treatment and disposal facilities or
s. 381.0065(4)(1) for onsite sewage treatment and disposal
systems.

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2. Goals, objectives, and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24.5 ~~24~~ hours. The hurricane evacuation clearance time shall be determined by a hurricane evacuation study conducted in accordance with a professionally accepted methodology and approved by the state land planning agency. For purposes of hurricane evacuation clearance time:

a. Mobile home residents are not considered permanent residents.

b. The City of Key West Area of Critical State Concern established by chapter 28-36, Florida Administrative Code, shall be included in the hurricane evacuation study and is subject to the evacuation requirements of this subsection.

Section 22. The Department of Commerce shall conduct baseline modeling scenarios and gather data in order to determine a number of building permit allocations to be distributed in the Florida Keys Area based upon the hurricane evacuation clearance time provided in s. 380.0552(9)(a), Florida Statutes, as amended by this act. The permit allocations must be distributed to counties and municipalities based on the number of vacant buildable lots within each jurisdiction. The permit allocations must be distributed over a period of at least 10 years but may not exceed 900 total permit allocations. All permits must be issued for vacant, buildable parcels, of which only one may be awarded for any individual parcel, and the distribution of which must prioritize allocations for owner-occupied residences, affordable housing, and workforce housing.

Section 23. Subsection (1) of section 400.063, Florida

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Statutes, is amended to read:

400.063 Resident protection.—

(1) The Health Care Trust Fund shall be used for the purpose of collecting and disbursing funds generated from the license fees and administrative fines as provided for in ss. 393.0673(5), 400.062(3), 400.121(2), and 400.23(8). Such funds shall be for the sole purpose of paying for the appropriate alternate placement, care, and treatment of residents who are removed from a facility licensed under this part or a facility specified in s. 393.0678(1) in which the agency determines that existing conditions or practices constitute an immediate danger to the health, safety, or security of the residents. If the agency determines that it is in the best interest of the health, safety, or security of the residents to provide for an orderly removal of the residents from the facility, the agency may utilize such funds to maintain and care for the residents in the facility pending removal and alternative placement. The maintenance and care of the residents shall be under the direction and control of a receiver appointed pursuant to s. 393.0678(1) or s. 400.126(1). However, funds may be expended in an emergency upon a filing of a petition for a receiver, upon the declaration of a state of local emergency pursuant to s. 252.38(3)(b)5. ~~s. 252.38(3)(a)5.~~, or upon a duly authorized local order of evacuation of a facility by emergency personnel to protect the health and safety of the residents.

Section 24. Subsection (7) of section 403.7071, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

403.7071 Management of storm-generated debris.—Solid waste

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generated as a result of a storm event that is the subject of an emergency order issued by the department may be managed as follows:

(7) Unless otherwise specified in a contract or franchise agreement between a local government and a private solid waste or debris management service provider, a private solid waste or debris management service provider is not required to collect storm-generated yard trash, debris, or waste. Local governments are authorized and encouraged to add an addendum to existing contracts or franchise agreements for collection of storm-generated debris.

(8)(a) Each county and municipality shall apply to the department for authorization of at least one debris management site as described in subsection (2) and shall annually seek preauthorization for any previously approved debris management sites, as allowed by the department.

(b) A municipality may jointly apply for authorization of a debris management site with a county or at least one adjacent municipality, if the parties develop and approve a memorandum of understanding. Such memorandum must clearly outline the capacity of the debris management site and location of the site relative to each party. The memorandum of understanding must be approved annually as part of the preauthorization process described in paragraph (a).

Section 25. Section 489.1132, Florida Statutes, is created to read:

489.1132 Regulation of hoisting equipment used in construction, demolition, or excavation work during a hurricane.—

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(1) As used in this section, the term:

(a) "Controlling entity" means the general contractor, prime contractor, or construction manager with overall responsibility for a construction project.

(b) "Hoisting equipment" means power-operated cranes, derricks, and hoists used in construction, demolition, or excavation work that are regulated by the Occupational Safety and Health Administration.

(c) "Mobile crane" means a type of hoisting equipment incorporating a cable-suspended latticed boom or hydraulic telescoping boom designed to be moved between operating locations by transport over a roadway. The term does not include a mobile crane with a boom length of less than 25 feet or a maximum rated load capacity of less than 15,000 pounds.

(d) "Tower crane" means a type of hoisting equipment using a vertical mast or tower to support a working boom in an elevated position if the working boom can rotate to move loads laterally either by rotating at the top of the mast or tower or by the rotation of the mast or tower itself, whether the mast or tower base is fixed in one location or ballasted and moveable between locations.

(2) (a) When a tower crane or mobile crane is located on a worksite, a hurricane preparedness plan for the crane must be available for inspection at the worksite.

(b) In preparation for a hurricane, the controlling entity must ensure that hoisting equipment is secured in the following manner no later than 24 hours before the impacts of the hurricane are anticipated to begin:

1. All hoisting equipment must be secured in compliance

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with manufacturer recommendations relating to hurricane and high-wind events, including any recommendations relating to the placement, use, and removal of advertising banners and rigging.

2. Tower crane turntables must be lubricated before the event.

3. Fixed booms on mobile cranes must be laid down whenever feasible.

4. Booms on hydraulic cranes must be retracted and stored.

5. The counterweights of any hoists must be locked below the top tie-in.

6. Tower cranes must be set in the weathervane position.

7. All rigging must be removed from hoist blocks.

8. All power at the base of tower cranes must be disconnected.

(3) A person licensed under this part who intentionally violates this section is subject to discipline under ss. 455.227 and 489.129.

(4) The Florida Building Commission shall establish best practices for the utilization of tower cranes and hoisting equipment on construction job sites during hurricane season and report its findings to the Legislature by December 31, 2026.

Section 26. Subsection (6) of section 553.902, Florida Statutes, is amended to read:

553.902 Definitions.—As used in this part, the term:

(6) “Renovated building” means a residential or nonresidential building undergoing alteration that varies or changes insulation, HVAC systems, water heating systems, or exterior envelope conditions, if the estimated cost of renovation exceeds 30 percent of the assessed value of the

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structure. However, if the alteration is a result of a natural disaster that is the subject of a declaration of a state of emergency by the Governor, the estimated cost of renovation must exceed 75 percent of the fair market value of the building before the natural disaster.

Section 27. The Division of Emergency Management shall consult with local governments, the Department of Business and Professional Regulation, the Department of Environmental Protection, and any other appropriate agencies to develop recommendations for statutory changes necessary to streamline the permitting process for repairing and rebuilding structures damaged during natural emergencies. By July 1, 2026, the division shall provide a report containing such recommendations to the President of the Senate and the Speaker of the House of Representatives.

Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be

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1335 null and void ab initio. This subsection applies retroactively
1336 to August 1, 2024.

1337 (2) Notwithstanding subsection (1), any comprehensive plan
1338 amendment, land development regulation amendment, site plan,
1339 development permit, or development order approved or adopted by
1340 a county or municipality before or after the effective date of
1341 this act may be enforced if:

1342 (a) The associated application is initiated by a private
1343 party other than the county or municipality.

1344 (b) The property that is the subject of the application is
1345 owned by the initiating private party.

1346 (3) (a) A resident of or the owner of a business in a county
1347 or municipality may bring a civil action for declaratory and
1348 injunctive relief against the county or municipality for a
1349 violation of this section. Pending adjudication of the action
1350 and upon filing of a complaint showing a violation of this
1351 section, the resident or business owner is entitled to a
1352 preliminary injunction against the county or municipality
1353 preventing implementation of the moratorium or the comprehensive
1354 plan amendment, land development regulation, or procedure. If
1355 such civil action is successful, the resident or business owner
1356 is entitled to reasonable attorney fees and costs.

1357 (b) Attorney fees and costs and damages may not be awarded
1358 pursuant to this subsection if:

1359 1. The resident or business owner provides the governing
1360 body of the county or municipality written notice that a
1361 proposed or enacted moratorium, comprehensive plan amendment,
1362 land development regulation, or procedure is in violation of
1363 this section; and

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1364 2. The governing body of the county or municipality
1365 withdraws the proposed moratorium, comprehensive plan amendment,
1366 land development regulation, or procedure within 14 days; or, in
1367 the case of an adopted moratorium, comprehensive plan amendment,
1368 land development regulation, or procedure, the governing body of
1369 a county or municipality notices an intent to repeal within 14
1370 days after receipt of the notice and repeals the moratorium,
1371 comprehensive plan amendment, land development regulation, or
1372 procedure within 14 days thereafter.

1373 (4) This section expires June 30, 2028.

1374 Section 29. The Division of Law Revision is directed to
1375 replace the phrase "the effective date of this act" wherever it
1376 occurs in this act with the date this act becomes a law.

1377 Section 30. Except as otherwise provided in this act, this
1378 act shall take effect upon becoming a law.

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

Agenda Report

Agenda Title Name: Approval of Community Meeting and City Commission Meeting Minutes April 22, 2025

Action Request:

Strategic Objective:

Date: May 13, 2025

Prepared By:

Through:

Summary of Issue:

Funding:

Attachments:

1. 04222025 Community Meeting Minutes
2. 04222025 CC Minutes

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Frances Robustelli, City Manager
Ginny Bodkin, Deputy City Clerk
Ralf Brookes, Interim City Attorney
Marc Portugal, Communications Manager
Mandy Edmunds, Interim Recreation Director
Brandon Berry, Senior Planner

City Manager Frances Robustelli opened the meeting at 4:00 p.m.

Freebee

Mandy Edmunds, Interim Recreation Director gave a presentation on Freebee Advertising and Non-Resident Charges:

- Proposed Fare for Non-Resident Ridership (\$3.00 per person)
- Pre-registration for Resident Ridership (with identification, annual, at Community Center)
- Advertising Cost Recovery (\$30K - \$72K annually)
- Commission Approval of Advertising (Guidelines)
- Next Steps
 - Amend current Freebee contract
 - Timeline

A Q&A period followed. City Manager Robustelli took whiteboard notes from attendee and Commission input to be considered by staff and the Commission in their planning. The notes are part of the meeting record.

Noise Ordinance

Brandon Berry, Senior Planner, gave a presentation on proposed Noise Ordinance 2025-05:

- Existing and proposed decibel levels
- Potential Buffers
 - Elevate Commercial Docks
 - Rooftop Decks
 - Commercial Outdoor Decks
- Justification
- Proposed Exemptions

A Q&A period followed. City Manager Robustelli took whiteboard notes from attendee and Commission input to be considered by staff and the Commission in their planning. The notes are part of the meeting record.

Mayor Petrilă asked for the community to share their suggestions/solutions.

- Some suggestions – research OSHA levels, investigate proper placement of speakers (possibly smaller) and sound barriers/shields, holiday weekend or special event exceptions, moving music inside at 10 PM, research with City of Dunedin on decibel readings/recordings, enforcement officer sound level meter and zoning education/training, hire sound consultants to do sound studies, ‘A-weighted’ decibel readers, limiter on PA systems, more smaller speakers, businesses self-policing, bring back a local police department, have 2 trained, dedicated code enforcement officers for noise only after hours.

The next step will not be a second reading of the Ordinance 2025-05 but will be formulated by City Staff and the City Attorney. Any additional ideas or comments can be emailed to the Commissioners.

Copies of the presentations are part of the meeting record.

Mayor Petrila closed the community meeting at 5:27 p.m.

MINUTES APPROVED:

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City Commission Meeting
April 22, 2025
6:00 p.m.

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Ralf Brookes, Interim City Attorney
Frances Robustelli, City Manager
Ginny Keeter-Bodkin, Acting City Clerk
Andria Nicholson, Child Care Coordinator
Mandy Edmunds, Interim Recreation Director
Camden Mills, Public Services Director
Devon Schmidt, Finance Director

Mayor Petrila called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance. Mayor Petrila opened the meeting in honor of long time St. Pete Beach resident and employee Bonnie Traiman. Bonnie worked at the St. Pete Beach Library for over 23 years and recently passed away. She was a continually active and valued member of the community. There was a moment of silence in her honor.

1. PRESENTATIONS

a. Recognition of Outstanding Explorers Club Participants

Andria Nicholson, Child Care Coordinator, introduced outstanding Good Citizens Mabel Mladinich and Niko Hughes and presented them with awards.

b. VA Shuffleboard and Merry Pier Bait Shack Update

Public Services Director Camden Mills reviewed a presentation on the Shuffleboard and Merry Pier hurricane damages and demolition and repair estimates, which is part of the meeting record. He asked for Commission direction.

Commissioner Moholland thanked Mr. Mills for his continued hard work for the City and recommended another appraisal for the Bait Shack. He questioned whether the Bait Shack could be categorized as a “working waterfront property,” since the community wants it to live. He opined on salvaging the shuffleboard structure and suggested more research prior to demolishing.

An open-air structure for the shuffleboard structure was discussed, as well as resident fund raising and the option to restore the structure to keep the historic designation and keep it resilient.

Public Comment

Bill Loughery 2405 Pass-A-Grill Way suggested a new appraisal on the Bait Shack, better estimates on repair, and was in favor of keeping it. He opined on the shuffleboard building and on fund raising.

Mayor Petrila inquired of City Manager Robustelli and the City Attorney regarding residents donating time and work on the properties. Ms. Robustelli would need to research.

The following attendees spoke in favor of restoring the shuffleboard building:

Peter Kuhlmann of 288 Alton Dr.

Mary Schacky of 2408 16th St. N. St. Petersburg

Bonnie Gustafson of 685 Bahia del Mar Cir.

Diane Halverson of 8625 E. Bay Dr., Treasure Island

Alan Stobb of 103 7th Avenue

Deb Schechner of Boca Ciega Isle Dr.

John Rude of 40th St. in St. Petersburg

Claudine Reece of 3120 E. Vina del Mar Blvd. spoke about keeping the history and character of Pass-A-Grille.

Vice Mayor Marriott spoke about keeping history alive in Pass-A-Grille and whether management of the shuffleboard building could be given to the citizens or another creative solution. Commissioner Robinson concurred; perhaps a 'Friends Of ' or 'Go Fund Me.' City Manager Robustelli will research.

Commissioner Rzewnicki exited the meeting at 7:07 PM.

2. APPROVAL OF THE AGENDA

Commissioner Robinson requested to add a discussion on increasing the number of community meetings for development projects from 1 to 3, and a discussion on Consent Item j. Mayor Petrila added a discussion on the Comp Plan Review process to immediately follow general audience comments.

Motion: Vice Mayor Marriott moved, Commissioner Robinson seconded, and the motion carried 4-0 to approve the April 22, 2025 City Commission Agenda as amended.

4. PUBLIC COMMENT

The following attendees expressed dissatisfaction with the presentation at the most recent Comp Plan review meeting:

Deb Schechner of Boca Ciega Isle Drive

Dana Richardson of 5830 Bahama Way S. - and asked for Zoom access for those that have been dislocated.

Claudine Reece of 3120 Vina del Mar Blvd.

5. DISCUSSION ITEMS (ADDED)

a. Comp Plan Review

Mayor Petrila provided a history on the bid process that took place for Comp Plan review consultants. He attended the community meeting last week and found that the current approach does not ask the community what the community wants. No options for less density or intensity were offered. He said that the goals expressed by the Commission regarding density and intensity during the bid process are not being met. The Mayor asked for input from the Commission.

Luis Serna, Planner for consultant Calvin Giordano Associates (CGA), addressed the Mayor's concerns. He pointed out that Florida Property Rights laws are a reality. Mr. Serna indicated that they (CGA) could work with setbacks, facades, pool density, transfers, and infrastructure improvements to address density. Discussion followed on the pending Florida legislation (HB 1535) which would restrict municipalities from amending Comp Plans to be more restrictive through 7/1/2027. Whether that House Bill passes would be known prior to the 5/13 Commission meeting. City Attorney Brookes read the termination clause from the contract with Calvin Giordano

and Associates. Mr. Serna indicated that CGA could work to course-correct now, but he could not commit on the spot whether they could legally find a way to reduce density if that were the will of the community. The Commissioners provided their opinions.

Mayor Petrila proposed to the Commission that the Comp Plan review process be paused immediately, as if a 30-day notice had been given to CGA, cancel any scheduled meetings, wait for the legislative outcome, and get a definitive answer from CGA attorneys that if the community asked for less density, intensity, and height for legitimate reasons, they would be comfortable with delivering that or would want to end the agreement where it stands. The Commission agreed by consent; this item will be on the May 13th meeting agenda.

5. CONSENT

- a. April 8, 2025 Executive Session and Regular City Commission Meeting Minutes
- b. Special Event permit request with street closure and alcohol consumption for the 8th Avenue Party Under the Lights party on May 3, 2025.
- c. Proclamations – Renewal State of Local Emergency – Hurricane Helene Approval of Extensions 30 & 31
- d. Proclamations – Renewal State of Local Emergency – Hurricane Milton Ratify Extension 28 and Approval of Extension 29
- e. Resolution 2025-09: Adoption of 2025 Pinellas County Local Mitigation Strategy
- f. Lot Combination No. 25048: 2103 & 2105 Gulf Way
- g. Service agreement with Ace Septic and Waste, for as needed and emergency pumping and tankering services not to exceed \$100,000.
- h. Services agreement with KM2H, LLC for as needed and emergency concrete, brick, and mortar repair and replacement not to exceed \$100,000.
- i. Authorize the City Manager to execute the Aclarian ERP contract agreement with Aclarian. The contract term is 36 months for a total contract cost of \$495,930.
- j. Resolution 2025-10: Adoption of reduced building permit fees
- k. Resolution 2025-11: Administrative Assistant to support the Building Division and Community Development under a Limited Duration Temporary Employment Agreement (LDTEA)
- l. Executive Summary of Special Investigation Report

Commissioner Robinson commented that residents have expressed to her that reduced permit fees to those who did not get timely permits feels like a penalty to those who did – and may disincentivize getting permits. A brief discussion followed.

Motion: Commissioner Moholland moved, Vice Mayor Marriott seconded, and the motion carried 4-0 to approve the April 22, 2025, City Commission Consent Agenda.

6. ACTION ITEMS

- a. Accept the Hurricane Helene and Milton Emergency Expenditures Following City Charter Section 2-288 Emergency Procurements

Finance Director Devon Schmidt reviewed a presentation on the emergency expenditures which are part of the meeting record.

Motion: Vice Mayor Marriott moved, and Commissioner Robinson seconded to accept the Hurricane Helene and Milton Emergency Expenditures Following City Charter Section 2-288

Emergency Procurements; the motion carried 4-0.

7. ORDINANCES

a. First Reading of Ordinance 2025-11 Nuisance Abatement Ordinance

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING CITY CODE CHAPTER 46 ENVIRONMENT ARTICLE II. NUISANCES DIVISION 2. ABATEMENT PROCEDURE SECTIONS 4661 THROUGH 46-66; AND CHAPTER 46 ENVIRONMENT ARTICLE V CHRONIC NUISANCE PROPERTY CODE, DIVISION 1 CHRONIC NUISANCE SERVICES SECTIONS 46- 141 THROUGH 46-152 TO PROVIDE FOR DUE PROCESS SPECIAL MAGISTRATE HEARINGS AND PROCEDURES FOR THE ABATEMENT OF NUISANCES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Interim City Attorney Brookes provided an explanation of the need for the ordinance – to modernize and update the process of nuisance abatement. This ordinance would put the responsibilities on Code Enforcement Officers to identify the nuisance, call a Special Magistrate hearing, and the Magistrate would take evidence from both sides. The Magistrate would give time to comply and give the City the ability to abate if compliance is not met, including lot mowing and tree trimming. There are 33 listed nuisances, which could include pools. Chronic nuisances were discussed. The same appeal process would apply as with other Code Enforcement cases. Due process is afforded to residents with 15 days for a written plan to abate. Vice Mayor Marriott expressed concern with ample time allowed for residents to abate given current conditions in the City.

Resident John Kurzman of Bahia Honda Way commented on the need for a clear, documented procedure for Code Enforcement, and clarity on rights of way between an owner’s property and the street.

Vice Mayor Marriott expressed some concerns with the receipt of notices while residents may still be out of town from the storms; staff should be conscientious. Attorney Brookes stated that Statute dictates where notices are sent.

Mayor Petrila mentioned the possibility of a volunteer group to help abate some issues for residents who had to leave the area after the hurricanes.

Motion: Vice Mayor Marriott moved, Commissioner Robinson seconded, and the motion carried 4-0 to approve the first reading of Ordinance 2025-11.

8. ITEMS FOR DISCUSSION

b. Changing Number of Community Meetings for Development Projects *(added)*

Commissioner Robinson opined that one community meeting is not enough for community input on development projects. Residents can’t formulate questions until after the first meeting, when information is presented. Attorney Brookes stated that the Comp Plan or Land Development Code could be amended. Some communities post notices as soon as any applications are filed for conditional use and have the information available at City Hall to allow more time prior to the community meeting. Various options were discussed. If HB 1535 passes, it may not be allowable until after that time frame. Attorney Brookes will get with staff and bring back a memo to the Commission.

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

City Clerk – had no report.

Frances Robustelli, City Manager – reported that the new City Clerk start date of May 5th. She reported progress on process improvements in the human and technology sides of the Community Development Department; permit turnaround time has improved from 90 days to two weeks. The City has been collaborating with vendor iWork to upgrade the system to allow interface with the community to improve the digital intake process and add the automated assignment of permits to the appropriate planners, inspectors, or reviewers to increase status tracking and visibility for the end user. This will also improve document storage and retrieval and reduce paper handling; the system will be adaptable to changing permit requirements. Ms. Robustelli added that going forward, the hurricane recovery reports will be monthly with the addition of hurricane preparation.

Interim Attorney Brookes – had no report.

Commissioner Moholland – Thanked Public Services Director Camden Mills for having a comprehensive meeting with the Pass-A-Grille Homeowners Association yesterday, which was well-received. He reminded residents of the Party under the Lights on May 3rd on 8th Avenue.

Commissioner Rzewnicki – had already left.

Commissioner Robinson – reported that her Library hours will begin again on April 29th, on Tuesdays from 5:00-5:45 PM during odd weeks when there are no Commission meetings.

Vice Mayor Marriott – passed on gratitude for City Staff that are doing a great job.

Mayor Petrila – Thursday will be the City Volunteers breakfast to thank them for all they have done. He asked Vice Mayor Marriott if she had any objections to him attending the next Big C meeting and he did not.

Mayor Petrila adjourned the meeting at 8:51 PM.

MINUTES APPROVED:

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

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

Agenda Report

Agenda Title Name: Fireworks contract agreement with Alpha Fireworks in the amount of \$35,000.

Action Request:

Strategic Objective:

Date: May 13, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue:

Funding: 6106-5550: Special Events

Attachments:

1. Contract - Alpha Fireworks Display
2. Alpha Fireworks - St Pete Beach Shoot Site 2025
3. Alpha Fireworks - 2025 Proposal

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Independence Day Fireworks Display

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Alpha Firework Displays (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 04/10/2024 public hearing.

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

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

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

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

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

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

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

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

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

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

- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of **\$35,000**.
- 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 on July 04, 2024 and will be decided each year thereafter by Commission in March.
10. Term. This Agreement will remain in effect for a period of (3) three years, with two (2) one-year renewals 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:

Alpha Fireworks Display
11612 Kent Grove Drive
Spring Hill, FL 34610

As to City:

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

With Copy To:

Info@Alphafireworksdisplays.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.

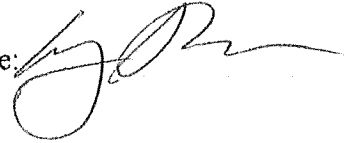
City of St. Pete Beach:

Signature: 

By: Joey Atwell

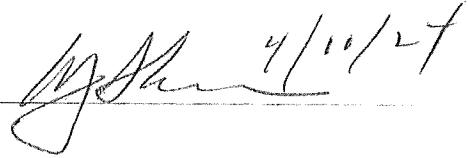
Its: Project Manager

Date: 3-21-2024

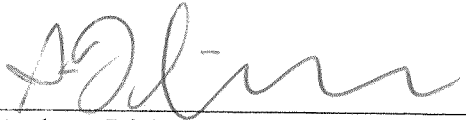
Signature: 

By: Wayne Sauders

Its: City Manager

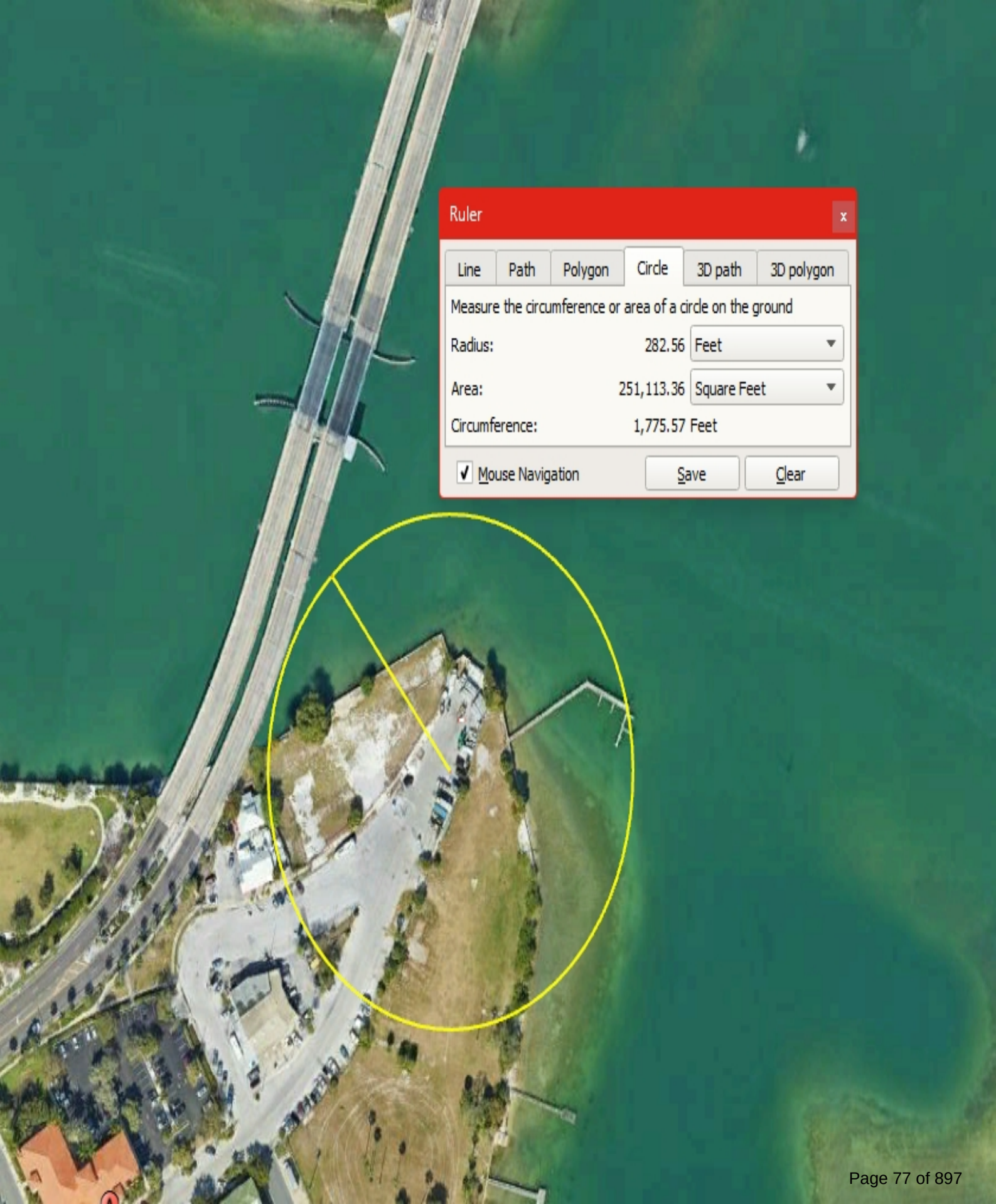
Date:  4/10/24

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Andrew Dickman
City Attorney

ATTEST:


~~Amber LaRoue~~ GINNY KEETER-BODKIN
ACTING City Clerk



Ruler

Line

Path

Polygon

Circle

3D path

3D polygon

Measure the circumference or area of a circle on the ground

Radius:

282.56

Feet

Area:

251,113.36

Square Feet

Circumference:

1,775.57

Feet

☒ Mouse Navigation

Save

Clear



PROPOSAL

Alpha Firework Displays

11612 Kent Grove Dr.

Spring Hill, FL 34610

Info@AlphaFireworkDisplays.com

352-467-1906

4/1/2025

City of St. Pete Beach

7701 Boca Ciega Dr.

St. Pete Beach, FL 33706

Hello,

I am writing to you on behalf of Alpha Firework Displays, the premier provider of breathtaking and unforgettable fireworks displays. It is with great enthusiasm that we present this proposal for your upcoming event, scheduled for July 4th, 2025, in St. Pete Beach, FL. We understand the importance of creating a memorable experience for your guests, and we are confident that our expertise and creativity will exceed your expectations.

1. Introduction to Alpha Firework Displays:

Alpha Firework Displays is a veteran-owned company renowned for its expertise in creating mesmerizing firework displays and special effects, tailored to various events such as weddings, corporate celebrations, public holidays, and more. With a team of skilled pyrotechnicians and a vast selection of high-quality fireworks, we guarantee visually stunning and safe pyrotechnics that will leave a lasting impression on your audience.

2. Proposed Display: **25-27 Minute Firework Display**

For your event, we will provide a world-class display that combines vibrant colors, innovative pyrotechnics, and safety in all aspects. Our displays are held to the highest standards and are sure to leave your guests in awe. We ensure that our pyrotechnics comply with all safety regulations and environmental standards.

3. Services Included:

- Customized Firework Display: A tailor-made firework display designed to match the theme and ambiance of your event.
- Professional Pyrotechnicians: Experienced and certified pyrotechnicians to oversee the setup and execution of the display.
- Insurance and Permits: Comprehensive insurance coverage and necessary permits for the event.
- Site Inspection (if needed): A thorough assessment of the event venue to ensure the safe setup and firing of the fireworks.
- Cleanup: Post-event cleanup services leave the venue in impeccable condition.

4. Investment:

The total investment for the spectacular firework display, inclusive of all services mentioned above, is **\$35,000**. This cost covers all aspects of the display, from planning to execution, guaranteeing a seamless and unforgettable experience for your guests.

5. Next Steps:

Upon your acceptance of this proposal, we will send over a contract to sign as well as an invoice for the 50% deposit. Then we will initiate a detailed consultation to understand your specific requirements and preferences. We are committed to ensuring that every detail is meticulously planned and executed to perfection.

We are confident that our display will elevate your event to new heights, leaving a lasting impression on all attendees. Please feel free to contact us to discuss any details or modifications you may require.

Thank you for considering Alpha Firework Displays for your event. We look forward to the opportunity to collaborate with you and create a truly magical experience for your guests.

Warm regards,

Joey Atwell

Alpha Firework Displays

PRODUCT LIST

25 Shot Aerial Cakes x 20

50 Shot Aerial Cakes x 20

100 Shot Aerial Cakes x 10

3" Display Shells x 800

4" Display Shells x 300

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

Agenda Report

Agenda Title Name: Beefree, LLC contract amendment for \$3.00 fare implementation to non-registered, non-residents of St Pete Beach and advertising revenue program to offset Freebee micro-transit service operating costs.

Action Request: Approve the amendment to implement a \$3.00 per rider, fare structure for non-resident Freebee riders.
Approve the amendment to establish an advertising program to offset costs associated with the Freebee service.
Authorize the City Manager to execute the amendments to the agreement necessary to implement these programs.

Strategic Objective:

Date: May 13, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: The City of St. Pete Beach currently offers Freebee, a free on-demand transportation service for residents and visitors. To support the program's long-term financial sustainability, staff propose amending the current contract to include the implementation of ridership fares for non-registered, non-residents and to establish an advertising revenue program. These proposed changes stem from Commission direction to explore cost-offsetting measures. Staff engaged with Freebee to discuss these options, and a community meeting was held on April 22, 2025 to gather public input. Feedback from the meeting informed the proposed contract amendments, which have been reviewed by the City's procurement division and the City Attorney.

Funding: Funding: 5605-5351
Revenue generated will offset a portion of the City's current Freebee operational costs, which are approximately \$704,000 per year.

Attachments:

1. Beefree amendment 04-20-2025

AMENDMENT TO MICRO-TRANSIT SERVICES

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the MICRO-TRANSIT SERVICES ("Agreement") executed as of the 10-13-2019 by and between CITY OF ST. PETE BEACH ("City") and BEEFREE, LLC. ("Consultant/Contractor"), for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend Section 4 – Contractor’s Rights and Responsibilities Section 4.7
 - a. Add Section 4.7.1
 - i. **Advertising:** Should local law allow for CONTRACTOR to sell advertising space on the Vehicles at any time during the Term, and provided CONTRACTOR is able to sell such advertising space, CONTRACTOR may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. Any advertising revenue generated from the sale of advertising during the Term shall be divided equally between CONTRACTOR and CITY, with each party entitled to fifty percent (50%) of the advertising revenue received by CONTRACTOR. CITY shall be permitted to apply its share of such revenue, if any, towards offsetting and subsidizing the Rates it has agreed to pay CONTRACTOR as total compensation for ride services provided. All advertising content and agreements shall be subject to the prior review and final approval of the City Manager. At any time, CITY may request copies of any advertising agreements entered for the placement of advertising on the Vehicles, and CONTRACTOR shall furnish said copies within fifteen (15) business days of such request. Nothing in this section shall be deemed to constitute a guarantee that CONTRACTOR will sell advertising space or generate any advertising revenue during the Term, and CITY expressly acknowledges that no such guarantee has been made by CONTRACTOR.
2. Amend Section 5 – Compensation
 - a. Add Section 5.2.5
 - i. **Non-Resident Fare:** CONTRACTOR will charge a \$3.00 fare, per person, per trip, to non-residents of the City of St. Pete Beach. 100% of such non-resident fare revenue, net of any credit card processing fees, will be fully and only applied towards offsetting and subsidizing the total amount owed to CONTRACTOR by the City as compensation for ride services provided.
 - b. Amend Section 5.2.3ⁱ
 - i. **Number of Vehicles:** Remove the addition of four (4) vehicles from February 1st through July 31st for an additional two (2) years through 09/30/2026 for a total of 5448 hours at a rate of \$30.60 per hour to equal \$166,708.80.
 - ii. Continuation of four (4) vehicles year-round, October through September, for a total of 17,540 hours at a rate of \$30.60 per hour to equal \$536,724.00
3. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
4. **Entire Agreement.** This Amendment, Agreement, (and prior amendments – if needed) embodies the entire agreement between the Parties hereto and supersedes any prior

understandings or written or oral agreements between the Parties. This Amendment cannot be varied, modified, amended or altered except by written agreement of the Parties.

5. **Execution.** This Amendment may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The “Effective Date” of this Amendment shall be the date this Amendment has been executed by all Parties.
6. **Conflicts.** To the extent that any terms in the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control and supersede such conflicting terms to the extent of such conflict.

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

Beefree, LLC:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By: Jason Spiegel

By: Wayne Saunders

Its: CEO

Its: City Manager

Date: _____

Date: _____

Approve as to Form and Legal Correctness:

Attest:

Ralf Brookes, City Attorney

Renee Rose, City Clerk

i 5.2.3 was originally added by the most recent Amendment approved by the City on December 12, 2023 signed by Freebee on February 12, 2024

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

Agenda Report

Agenda Title Name: Amend Financial Services Agreement with Public Trust CPAs, LLC, to increase the not-to-exceed contract value to \$75,000

Action Request: Motion to approve second amendment to Financial Services Agreement with Public Trust CPAs, LLC, to increase the not-to-exceed contract value to \$75,000

Strategic Objective: Comply with FEMA grant requirements for hurricane disaster reimbursement

Date: May 13, 2025

Prepared By: Devon Schmidt, Director of Finance

Through: Frances Robustelli, City Manager

Summary of Issue: Services utilized to provide strategic guidance and recommendations to support effective FEMA claim and grant management. The City has received these services up to the \$50,000 maximum allowable amount, as authorized in the first amendment to the Financial Services Agreement. This second amendment is necessary to increase the not-to-exceed amount to \$75,000, since the City has continued to need these FEMA grant management and administration services.

Funding: Reimbursement for these hurricane-related expenses anticipated through FEMA

Attachments:

1. 2nd Amendment to Financial Svcs Agreement w Public Trust CPAs

SECOND AMENDMENT TO FINANCIAL SERVICES AGREEMENT WITH PUBLIC TRUST CPAs, LLC.

THIS SECOND AMENDMENT ("Amendment") is made to the certain Agreement for the Financial Services w/Public Trust CPA, LLC. ("Agreement") executed as of October 16, 2024, by and between CITY OF ST. PETE BEACH ("City") and Public Trust CPAs, LLC. ("Consultant/Contractor"), for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend a section related to Compensation, which shall read:
 - a. Compensation: It is understood that the total purchase price of services shall be less than \$75,000.00.
2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
3. **Entire Agreement.** This Amendment, Agreement, and prior First Amendment embodies the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties. This Amendment cannot be varied, modified, amended or altered except by written agreement of the Parties.
4. **Execution.** This Amendment may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Amendment shall be the date this Amendment has been executed by all Parties.
5. **Conflicts.** To the extent that any terms in the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control and supersede such conflicting terms to the extent of such conflict.
6. **No coercion for labor or services ("Human Trafficking") Sworn Statement.** Pursuant to Sections 787.06(13), Florida Statutes (2024), the Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows: "Coercion" means:
 - a. Using or threatening to use physical force against any person.
 - b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will,
 - c. Using lending or other credit methods to establish a debt by any person when labor or

services are pledged as a security for a debt, if the value of the labor or services are reasonably assessed is not applied toward the liquidation of the debt, the length of nature of the labor or services are not respectively limited and defined;

- d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- e. Causing or threatening to cause financial harm to any person;
- f. Enticing or luring any person by fraud or deceit, or
- g. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

Public Trust CPAs, LLC.:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By: Cheryl Hannifin

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

**AMENDMENT TO FINANCIAL SERVICES AGREEMENT WITH PUBLIC TRUST
CPAs, LLC.**

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the Financial Services w/Public Trust CPA, LLC. ("Agreement") executed as of the 10/16/2024 by and between CITY OF ST. PETE BEACH ("City") and Public Trust CPAs, LLC. ("Consultant/Contractor"), for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend a section related to Compensation and Completion date, which shall read:
 - a. Compensation: It is understood that the total purchase price of services shall be less than \$50,000.00.
 - b. Completion Date: Vendor shall provide the services, described herein no later than 09/30/2025.
2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
3. **Entire Agreement.** This Amendment, Agreement, (and prior amendments – if needed) embodies the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties. This Amendment cannot be varied, modified, amended or altered except by written agreement of the Parties.
4. **Execution.** This Amendment may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Amendment shall be the date this Amendment has been executed by all Parties.
5. **Conflicts.** To the extent that any terms in the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control and supersede such conflicting terms to the extent of such conflict.
6. **No coercion for labor or services ("Human Trafficking") Sworn Statement.** Pursuant to Sections 787.06(13), Florida Statutes (2024), the Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows: "Coercion" means:
 - a. Using or threatening to use physical force against any person.
 - b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will,
 - c. Using lending or other credit methods to establish a debt by any person when labor or

- services are pledged as a security for a debt, if the value of the labor or services are reasonably assessed is not applied toward the liquidation of the debt, the length of nature of the labor or services are not respectively limited and defined;
- d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit, or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

Public Trust CPAs, LLC.:

Signature: *Cheryl Hannafin*
Cheryl Hannafin (Jan 23, 2025 20:53 EST)

By: Cheryl Hannifin

Its: President

Date: _____

CITY OF ST. PETE BEACH:

Signature: *Frances W Robustelli*

By: Frances Robustelli

Its: City Manager

Date: 1/14/2025

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

/s/ Ralf Brookes Esq.
/s/ Ralf Brookes Esq. (Jan 16, 2025 13:38 EST)
Ralf Brooks
City Attorney

ATTEST:

Amber LaRowe
Amber LaRowe
City Clerk

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Financial Services

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

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

WHEREAS, Vendor 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 Vendor.

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

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work

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

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

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

4. Scope of Services. City hereby agrees to purchase, and Vendor hereby agrees to provide the services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Completion Date. Vendor shall provide the services, described herein no later than 12/31/2024.

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

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. 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 Vendor.

9. 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 Vendor.

10. Non-Exclusivity. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services

that are subject to this Agreement.

11. Compensation. Upon Vendor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the hourly rate listed in the Bid Schedule, as full consideration for services provided in this Agreement and more specifically in Exhibit B. It is understood that the total purchase price of services shall be less than \$25,000.00.

12. Insurance. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Vendor waives all rights against the City, 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 Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement 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.

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

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

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

15. 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 Vendor:

Public Trust CPAs, LLC
4821 Central Avenue
St. Petersburg, FL 33713

As to City:

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

With Copy To:

Channafin@publictrustcpa.com

With Copy To:

cityattorney@stpetebeach.org

16. 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.

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

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

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

20. 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.

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

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

Public Trust CPAs, LLC.

City of St. Pete Beach:

Signature: *Cheryl Hannafin*

Signature: *[Signature]*
Frances Robustelli (Oct 16, 2024 13:45 EDT)

By: Cheryl Hannafin

By: France Robustelli

Its: President

Its: City Manager

Date: 10/5/24

Date: 10/16/2024

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
Andrew Dickman
City Attorney

Amber LaRowe
Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

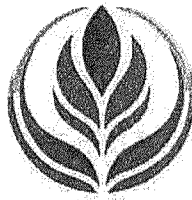
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

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

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

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)



PUBLIC TRUST

— CPAS LLC —

MANAGEMENT CONSULTING AGREEMENT ACCOUNTING SERVICES

This Consultant Agreement ("Agreement") is made effective upon execution, by and between the City of St Pete Beach, FL 155 Corey Avenue St. Pete Beach, FL 33706, and Public Trust CPAs LLC (Contractor) 4821 Central Ave St Petersburg, FL 33713.

SCOPE OF WORK

MANAGEMENT CONSULTING: ACCOUNTING SERVICES

STRATEGIC CONSULTATION

- Provide strategic guidance and expert recommendations to support effective grant and FEMA claim management.
- Collaborate to identify the appropriate funding sources that best align grant and FEMA funding strategies with project goals.
- Optimize the allocation of financial resources, prioritizing the use of the most restrictive funding sources to enhance decision-making.
- Facilitate regular check-ins and discussions to address funding decisions, compliance requirements, and reporting timelines, ensuring a coordinated and transparent approach.

TECHNICAL ADVISORY SERVICES

- Offer subject matter expertise on the FEMA claim process, providing technical guidance on expenditure tracking, documentation submission, resolving claim issues, and optimizing reimbursement outcomes.
- Advise internal teams on the reconciliation of grant and FEMA funding with project expenses.
- Provide recommendations for necessary budget amendments associated with emergency spending related to Hurricane Helene claims
- Provide technical support in the preparation of the Schedule of Expenditures of Federal Awards (SEFA), assisting staff in proper classification and reporting of both federal and state funding.
- Serve as a resource for audit preparation, offering insight on maintaining a centralized system to monitor all grant and FEMA-related activities, properly documented, easy access for audits, compliance, and reporting purposes.

TIMING AND FEES

Services will commence upon execution of this agreement and are expected to continue throughout the recovery phase of Hurricane Helene, this agreement expires on September 30, 2025. All consulting tasks will be prioritized based on the City's specific needs. Either party may terminate this Agreement before the expiration date by providing written notice to the other party at least **30 days** in advance.

- **Hourly Consulting:** \$150 per hour.

QUALIFICATIONS:

- ✓ Direct experience serving as a Finance Director for nearly a decade at a neighboring municipality.
- ✓ In-depth knowledge of audit requirements and regular audit approaches, as a result of seven years dedicated to public accounting with a focus on auditing governmental and nonprofit organizations.

Certified Public Accountant (CPA)

- Florida
- New York

Signature: 

Email: andrew@dickmanlawfirm.org

SPB Consulting Financial Services complete

Final Audit Report

2024-10-06

Created:	2024-10-06
By:	John Taylor (jtaylor@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8QTrT-3cNdy9GR7QK9DZ9naeD2GrJfF

"SPB Consulting Financial Services complete" History

-  Document created by John Taylor (jtaylor@stpetebeach.org)
2024-10-06 - 4:15:08 PM GMT
-  Document emailed to andrew dickman (andrew@dickmanlawfirm.org) for signature
2024-10-06 - 4:16:33 PM GMT
-  Email viewed by andrew dickman (andrew@dickmanlawfirm.org)
2024-10-06 - 5:40:34 PM GMT
-  Document e-signed by andrew dickman (andrew@dickmanlawfirm.org)
Signature Date: 2024-10-06 - 5:41:41 PM GMT - Time Source: server
-  Agreement completed.
2024-10-06 - 5:41:41 PM GMT

SKM_C450i24101613000

Final Audit Report

2024-10-16

Created:	2024-10-16
By:	Rita Bishop (rbishop@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9ELakuT9GYCLpQLc8KTr1ONM21oeBsM

"SKM_C450i24101613000" History

-  Document created by Rita Bishop (rbishop@stpetebeach.org)
2024-10-16 - 5:27:14 PM GMT
-  Document emailed to Frances Robustelli (frobustelli@stpetebeach.org) for signature
2024-10-16 - 5:27:45 PM GMT
-  Email viewed by Frances Robustelli (frobustelli@stpetebeach.org)
2024-10-16 - 5:28:22 PM GMT
-  Document e-signed by Frances Robustelli (frobustelli@stpetebeach.org)
Signature Date: 2024-10-16 - 5:45:52 PM GMT - Time Source: server
-  Agreement completed.
2024-10-16 - 5:45:52 PM GMT

Signature: 
AMBER LAROWE (Oct 17, 2024 08:15 EDT)

Email: alarowe@stpetebeach.org

Public Trust_Financial Services

Final Audit Report

2024-10-17

Created:	2024-10-17
By:	Ariana Wilson (awilson@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfHxeFOoSfsLwfl6ipSFwOHbefuRWxMzP

"Public Trust_Financial Services" History

-  Document created by Ariana Wilson (awilson@stpetebeach.org)
2024-10-17 - 12:13:22 PM GMT
-  Document emailed to AMBER LAROWE (alarowe@stpetebeach.org) for signature
2024-10-17 - 12:14:08 PM GMT
-  Email viewed by AMBER LAROWE (alarowe@stpetebeach.org)
2024-10-17 - 12:14:48 PM GMT
-  Document e-signed by AMBER LAROWE (alarowe@stpetebeach.org)
Signature Date: 2024-10-17 - 12:15:44 PM GMT - Time Source: server
-  Agreement completed.
2024-10-17 - 12:15:44 PM GMT



Public Trust_Financial Services Amendment

Final Audit Report

2025-01-16

Created:	2025-01-16
By:	Ariana Wilson-Romo (awilson@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATC2WSutVIXzO83QW8YZg8l8RhYh3WT4U

"Public Trust_Financial Services Amendment" History

-  Document created by Ariana Wilson-Romo (awilson@stpetebeach.org)
2025-01-16 - 5:54:46 PM GMT
-  Document emailed to rbrookes@voselaw.com for signature
2025-01-16 - 5:55:02 PM GMT
-  Email viewed by rbrookes@voselaw.com
2025-01-16 - 6:37:49 PM GMT
-  Signer rbrookes@voselaw.com entered name at signing as /s/ Ralf Brookes Esq.
2025-01-16 - 6:38:05 PM GMT
-  Document e-signed by /s/ Ralf Brookes Esq. (rbrookes@voselaw.com)
Signature Date: 2025-01-16 - 6:38:07 PM GMT - Time Source: server
-  Agreement completed.
2025-01-16 - 6:38:07 PM GMT



Adobe Acrobat Sign

Public Trust_Financial Services Amendement

Final Audit Report

2025-01-24

Created:	2025-01-17
By:	Ariana Wilson-Romo (awilson@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhVLq7PNYuLPu1uycpm6sjPlcr29AhbQR

"Public Trust_Financial Services Amendement" History

-  Document created by Ariana Wilson-Romo (awilson@stpetebeach.org)
2025-01-17 - 5:48:45 PM GMT
-  Document emailed to Cheryl Hannafin (channafin@stpetebeach.org) for signature
2025-01-17 - 5:49:10 PM GMT
-  Email viewed by Cheryl Hannafin (channafin@stpetebeach.org)
2025-01-17 - 5:50:02 PM GMT
-  Document e-signed by Cheryl Hannafin (channafin@stpetebeach.org)
Signature Date: 2025-01-24 - 1:53:42 AM GMT - Time Source: server
-  Agreement completed.
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**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Design Agreement with Sweet Sparkman for Station 22 Phase 3 in the amount of \$865,451.00.

Action Request: Motion to authorize the City Manager to execute the Fire Station 22 Phase 3 professional design services and construction document agreement with Sweet Sparkman Architecture & Interiors in the amount of \$865,451.00. for Fire Station 22 and authorize the City Manager to sign the contract.

Strategic Objective: Enhance resiliency of essential facilities

Date: May 13, 2025

Prepared By: Danielle Pineiro

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: The City issued a request for design services (RFQ) for Fire Station 22 professional design services in September 2021 and selected Sweet Sparkman Architecture & Interiors after evaluation of all proposals. Staff have since been working in conjunction with Sweet Sparkman Architecture & Design Services in pre-design including needs assessment, site analysis, asbestos surveying, geotechnical engineering, surveying, public meetings with the Historic Preservation Board, the City Commission, and the community at large. The intended outcome of this phase is final construction documents and permitting.

Funding: The selected scope of work for this phase of the project cost \$865,451.00. This phase of the 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: 1. 22672_2025.02.04_Ph3_St. Pete Beach FS22 (008) Unsigned

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Fire Station 22 Design Documentation and Construction Administration

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Sweet Sparkman Architects, Inc. (hereinafter "Contractor"). The City and Architect 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 Architect at its 01/28/2025 public hearing.

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

WHEREAS, Architect 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 Architect shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE ARCHITECT 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 Architect 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 sub-contractor 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 sub-contractor 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. Architect agrees to comply with all applicable portions of Fla. Stat. 448.095.

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

c. Architect 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. Architect 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 Architect may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Architect will furnish all design (Exhibit B) in the amount of \$ (Per rate sheet article 11).

- a. Architects must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner.
- b. Architect 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.
- c. Architect 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 Architect 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.
- d. Architect warrants that all goods, materials and workmanship furnished, whether furnished by the Architect or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted

5. Remedies.

- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Architect 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 Architect 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 Architect 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.
6. Completion Date. Architect shall provide the services described herein to be completed within the first 24 months of the agreement.
 - a. Term. This Agreement will remain in effect for a period of (2) two years from the Effective Date.
 - b. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
7. Termination. This Agreement may be canceled by the City when:
 - a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of 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.
8. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
9. Non-Exclusivity. Architect 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.
10. 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.
 - a. Insurance. To the extent that this Agreement requires Architect to provide any services of any kind, Architect 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. Architect 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. Architect 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 Architect 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.

11. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Architect 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 Architect 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 Architect 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 Architect or any sub contractor 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 Architect 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.

12. Discriminatory Vendor List. Architect hereby acknowledges its continuous duty to disclose to the City if the Architect 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.”

13. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Architect is an independent Architect 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 Architect 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 Architect 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 Architect 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 Architect 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.

14. Audit Rights. The City reserves the right to audit the records of the Architect 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 Architect agrees to submit to an audit by an independent certified public accountant selected by the City. The Architect must allow the City to inspect, examine and review the records of the Architect in relation to this Agreement at any and all times during normal business hours during the term of the Agreement.

15. 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)

16. 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:

Sweet Sparkman Architects, Inc.
1819 Main Street, Ste 400
Sarasota, FL 34236

As to City:

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

With Copy To:

tsweet@sweetsparkman.com

With Copy To:

cityattorney@stpetebeach.org

17. 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.

18. 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.

19. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising here from 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.

20. **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.

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

- a. Using or threatening to use physical force against any person.
- b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will,
- c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for a debt, if the value of the labor or services are

reasonably assessed is not applied toward the liquidation of the debt, the length of nature of the labor or services are not respectively limited and defined;

- d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- e. Causing or threatening to cause financial harm to any person;
- f. Enticing or luring any person by fraud or deceit, or
- g. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

23. 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.

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

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

Sweet Sparkman Architects, Inc.

City of St. Pete Beach:

Signature: _____



Signature: _____

By: Todd Sweet

By: Frances Robustelli

Its: President

Its: City Manager

Date: _____



Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
City Attorney

City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for Architect 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 ARCHITECT 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 Architect 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 Architect 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 Architect or keep and maintain public records required by the public agency to perform the service. If the Architect transfers all public records to the public agency upon completion of the contract, the Architect shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Architect keeps and maintains public records upon completion of the contract, the Architect 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)

St. Pete Beach City Commission Agenda Report

Action Request: Motion to authorize the expenditure of \$166,336.60 on plan design variance approval for Fire Station 22.

Strategic Objective: **Internal Operations**

Date: August 08, 2023

Prepared By: **John K. Taylor**

Through: **Alex Ray**

Summary of Issue:

- In September 2021 RFQ results were received for the Design Firm for Reconstruction of Fire Station 22. In the review process four (4) Bids were received with SweetSparksman being chosen as the winning proposal by the review committee.
- The City of St. Pete Beach has received a Two-Million-dollar grant for the fire station reconstruction from the state of Florida.
- Conceptional Plans were presented to the Historic Preservation Board and the award to SweetSparksman was approved by the commission on April 06, 2023.
- Variances will need approval for the New Construction Plans for Fire Station 22. Preliminary Design Plans (35% SD) have been completed by Kimbley Horn which also includes the Variance Application, exhibits and site plan.

Types Of Variances:

- Setback Variance
- Landscape and buffers Variance
- Impervious Surface Ratio (ISR) Variance
- Density Variance

The design team will formally submit up to four (4) Variance Request as part of one (1) Variance Package.

Funding: **acct# 301.0038**

Attachments:

- SweetSparksman July 24, 2023 Letter and Pricing
- Kimley Horn Variance Application
- Exhibits for Variance Approval
- Site Plan

**Reviewed by the
City Manager:** _____

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

CITY OF ST. PETE BEACH

RFQ-09012021-0-2021/KK

REQUEST FOR QUALIFICATIONS: DESIGN FIRM FOR THE RECONSTRUCTION OF FIRE STATION 22



SWEETSPARKMAN
ARCHITECTURE & INTERIORS

TODD M. SWEET, AIA, LEED AP
2168 MAIN STREET,
SARASOTA, FL 34237
T: 941.952.0084
E: TSWEET@SWEETSPARKMAN.COM



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St. Pete Beach Site Context Photos

September 24, 2021
Kathy Kapusta, Procurement Manager
City of St. Pete Beach
155 Corey Avenue, St. Pete Beach, FL 33706

Re: Request for Qualifications: Design Firm for the Reconstruction of Fire Station 22

Dear Ms. Kapusta and Members of the Selection Committee,

The design of the City of St. Pete Beach Fire Station 22 will require a team of professionals committed to the goals and objectives of the City of St. Pete Beach. Sweet Sparkman Architecture and Interiors (SSAI) understands the importance of completing this project as an integrated success; thorough research and documentation, client partnership, and timely completion. We have combined our talents to create a team with the experience and communication skills needed to make this happen.

Earlier this week, I was able to walk the Historic Pass-A-Grille Overlay District around the existing Fire Station with the requirements of this project in mind. I have an understanding and appreciation for the architectural context that makes this area unique. After seeing the existing site conditions and specific needs that are to be considered for this project, I am excited and inspired to incorporate the local contributing historic features into the reconstructed Fire Station.

PROVEN FIRM WITH A QUALIFIED WORKFORCE

Sweet Sparkman is an architectural, planning, and interiors design firm that specializes in public safety design. Our staff of thirty (30) is well-versed in creating fire-fighting facilities, emphasizing firefighter safety and operational efficiency with the latest evidenced based design methodologies. Our team offers expertise in planning and designing fire stations to deliver overall cost savings, excellence in client service, and ability to listen and bring together various groups and stakeholders into a compelling and collective whole.

The project will be coordinated and led by myself, **Todd M. Sweet, AIA, LEED AP**. **Karl Bernhard, AIA, NCARB**, will serve as Project Manager. Karl has served as Project Manager for eight (8) Fire Stations in the last 5 years.

SIGNIFICANT TRACK RECORD IN THE DESIGN OF FIRE STATIONS

Our team can boast an extensive amount of experience in the programming, analysis, and design of Fire Stations with unique objectives customized for the client. Specifically, SSAI staff has planned and designed over thirty (30) Fire Stations over the last 18 years. These include facilities for the Sarasota County Fire Department, Charlotte County Fire Department, East Manatee Fire and Rescue District, North River Fire District, North Port Fire Rescue, Cape Coral Fire Department, Seminole Tribe of Florida, City of Largo Fire Department, and City of Venice Fire Departments. We are currently assisting the Lealman Fire Department with professional design services for their new Fire Station #19.

DESIGNING IN HISTORIC OVERLAY DISTRICTS

Sweet Sparkman has completed several new fire stations in designated historic overlay districts. We have completed fire stations for the Town of Boca Grande, Captiva Island, the City of Sarasota and the City of Venice. Our experience with these architectural challenges has allowed us to design and build new fire stations that create a blend between historic district architectural requirements on the exterior and modern day, state-of-the-art facilities on the interior. Sweet Sparkman understands the architectural context and contributing historic structures of the Historic Pass-A-Grille District and are excited to incorporate those features into the reconstructed Fire Station #22 for the City of St. Pete Beach.

DESIGNING IN COASTAL HIGH-VELOCITY WIND ZONES

Much of our work is in coastal, high-velocity zones. This experience provides us with a keen understanding of designing for resilience. We focus on the design of essential facilities, including public safety and fire station facilities. These facilities require Level E missile openings, tilt-up or reinforced masonry construction, and pile foundations designed with a 100-year storm surge in mind. SSAI has designed fire stations on Florida's gulf coast barrier islands that include Siesta Key, Longboat Key, Pine Island, Palm Island and Captiva Island.

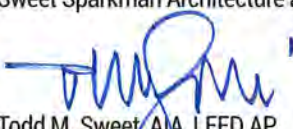
DESIGNING FOR LEED AND SUSTAINABLE PUBLIC SAFETY FACILITIES

We integrate current design thinking and knowledge regarding sustainability, resilience, and community. Sustainable design is a tenement of our Firm's design approach. From site planning to build commissioning and measurement verification, Sweet Sparkman understands the holistic approach to designing buildings that minimize the environment's carbon footprint. Our Firm has designed five (5) LEED Silver certified Fire Stations and are currently in the construction phase of two (2) additional Fire Stations, scheduled to achieve a LEED certification under LEED v4.

COMMITTED TO YOUR SUCCESS

We believe in what we do, and we are committed to seeing you succeed. We maintain an unwavering commitment to civic design excellence, sustainable design practices, and client service. We devote our experienced team members to working with the City of St. Pete Beach. Our team has a very personal commitment to perform the required work to provide a facility that enhances the community while maintaining citizens' public safety.

Respectfully Submitted,
Sweet Sparkman Architecture and Interiors



Todd M. Sweet, AIA, LEED AP
Principal

941-952-0084 | tsweet@sweetsparkman.com



STATEMENT OF QUALIFICATIONS AND PROFILE OF DESIGN FIRM



FIRM OVERVIEW AND EXPERIENCE



BOCA GRANDE FIRE DEPARTMENT
BOCA GRANDE, FL



EAST MANATEE FIRE STATION #5
MANATEE COUNTY, FL



CAPE CORAL FIRE STATION #3
CAPE CORAL, FL



NORTH RIVER FIRE STATION #5
PALMETTO, FL



CAPE CORAL FIRE STATION #4
CAPE CORAL, FL



CAPE CORAL FIRE STATION #8
CAPE CORAL, FL



SARASOTA COUNTY FIRE
STATION #1, SARASOTA, FL



BOKEELIA FIRE STATION #3
PINE ISLAND, FL



BRIGHTON FORESTRY FIRE STATION,
BRIGHTON, FL



SARASOTA COUNTY FIRE
STATION #12, SARASOTA, FL



SARASOTA COUNTY FIRE
STATION #14, SARASOTA, FL



SARASOTA COUNTY FIRE
STATION #17, SARASOTA, FL



SARASOTA COUNTY FIRE
STATION #16, SARASOTA, FL



CAPTIVA ISLAND FIRE STATION
CAPTIVA, FL



CAPE CORAL FIRE STATION #11
CAPE CORAL, FL



LARGO FIRE STATION #43
LARGO, FL



NORTH PORT FIRE STATION #85
NORTH PORT, FL



VENICE FIRE STATION #1
VENICE, FL



CHARLOTTE COUNTY FIRE STATION
#10, PALM ISLAND, FL



SARASOTA COUNTY FIRE
STATION #13, SIESTA KEY, FL



LONGBOAT KEY FIRE STATIONS #91
& #92, LONGBOAT KEY, FL



SRQ AIRPORT RESCUE FIRE FACILITY
SARASOTA, FL



CAPE CORAL FIRE STATION #2
CAPE CORAL, FL



SARASOTA COUNTY FIRE STATION
#8, SARASOTA, FL



Sweet Sparkman Architecture and Interiors is a local firm located in Sarasota, FL specializing in community oriented projects. We believe design excellence is achieved by carefully analyzing every parameter affecting the project, including financial, physical, social, an environmental factors. Our firm is interested in projects, not measured by size, but by their relevance to the owner, community, and environment. Planning and design are collaborative, action-oriented processes that identify problems and create solutions to meet the client's goals. Each project is approached with this philosophy.

The firm was established in 2002. Principals, Todd Sweet, AIA, LEED AP; Jerry Sparkman, AIA, NCARB; and John Bryant, AIA, LEED AP; bring a combined 75 years experience in architecture and planning, including residential, civic, and community projects. Sweet Sparkman has 30 full time employees, 10 of which are registered professionals. Sweet Sparkman Architecture and Interiors' expertise in design along with total team commitment and a high level of client communication is the combination that provides exceptional results.

The firm has received national, state, and local awards for their public work. Sarasota County Fire Stations #12, #14, #16, #17 and Largo Fire Station #43 have received the Florida West Coast Branch American Public Works Association - Project of the Year Awards.

FIRE STATIONS IN HISTORIC DISTRICTS

Captiva Fire Station
Venice Fire Station #1
Boca Grande Fire Station
Sarasota County Fire Station #1

COASTAL FIRE STATIONS

Captiva Fire Station
Venice Fire Station #1
Boca Grande Fire Station
Pine Island Fire Station
Bokeelia Fire Station #3
Longboat Key Fire Station #91
Longboat Key Fire Station #92
Sarasota County Fire Station #13
Charlotte County Fire Station #10
Largo Fire Station #43

SUSTAINABLE FIRE STATIONS

Sarasota County Fire Station #1
Sarasota County Fire Station #8
Sarasota County Fire Station #12
Sarasota County Fire Station #13
Sarasota County Fire Station #14
Sarasota County Fire Station #16
Sarasota County Fire Station #17

ADDITIONAL FIRE STATIONS

Lealman Fire Station #19
North Port Fire Station #85
Cape Coral Fire Station #2
Cape Coral Fire Station #3
Cape Coral Fire Station #4
Cape Coral Fire Station #8
Cape Coral Fire Station #11
Cape Coral Fire Station #12
Apopka Fire Training Tower
Brighton Forestry and Wildland Fire Facility
DeSoto County Fire Station
East Manatee Fire Station #5
Manatee County EMS Station #10
North River Fire Station #6
SRQ Airport Rescue Fire Facility
Immokalee Fire Station #31

TEAM EXPERIENCE



TODD SWEET, AIA, LEED AP
SWEET SPARKMAN | PRINCIPAL IN CHARGE

Todd will work closely with the City of St. Pete Beach to assure the timely delivery of Fire Station #22. Todd will remain active in the project from commencement through construction close-out. Todd offers principal led design and project oversight. Todd has designed, permitted, and built more than 30 Fire Stations in the last 20 years. All of the Fire Stations design and built by Sweet Sparkman Architecture and Interiors have Todd as the Architect of Record.



KARL BERNHARD, AIA, NCARB
SWEET SPARKMAN | PROJECT ARCHITECT

Karl will be responsible, in conjunction with Todd, for the project management of the new Fire Station. He will manage the project design schedule and will coordinate the project's many moving pieces. He will be responsible for the management of the design production and coordinating the construction drawings with the engineers. Karl has been the Project Manager for 8 Fire Stations in the last 5 years. All 5 Fire Stations have been built within 20 miles of the coast. He is currently the Project Manager for Lealman Fire Station #19 in St. Petersburg and recently completed Venice Fire Station #1 in the Historic District of Venice.



CHASE MEYERS, ASSOCIATE AIA
SWEET SPARKMAN | PROJECT DESIGNER

Chase will be responsible for drafting the architectural design for the project. He will use Sketch-up and REVIT to render the drawings. He will work in close association with Todd and Karl to complete drawings in all stages of design in the most cost effective way. Chase's experience includes Southern Manatee Fire Rescue Fire Station #2 and #5, Venice Fire Station #1, and Lealman Fire Station #19.



SHIRLEY QUINLAN
SWEET SPARKMAN | INTERIOR DESIGNER

Shirley will be responsible, in conjunction with Todd, Karl, and Chase, for planning space adjacencies. She will be choosing materials and finishes that require low maintenance while withstanding the daily wear and tear of a Public Safety Facility. Shirley's experience includes Longboat Key Fire Station #91 and #92, Lealman Fire Station #19, and Sarasota County Fire Station #8.



JOHN BRYANT, AIA, LEED AP
SWEET SPARKMAN | QUALITY ASSURANCE / QUALITY CONTROL

John will use his experience and lessons learned on Venice Fire Station #1, Sarasota County Fire Station #8, Lealman Fire Station #19, and Cape Coral Fire Stations #2 and #11 as well as experience as a general contractor to provide Quality Control and Quality Assurance through the duration of the project.



GREGORY F. BOWEN, PE, LEED AP BD+C
ENGINEERING MATRIX | MECHANICAL ENGINEER

Greg's responsibilities include management of internal efforts for timely completion of all documents, including client management and project scope management. Greg meets with Owners to determine the scope criteria and preferences. Upon resolution of the scope with budgetary requirements, Greg will then proceed with the various agreed upon design phases. Greg and Josh have extensive experience working on Fire Stations throughout Pinellas, Sarasota, Hillsborough, and Pasco Counties with sustainability and Smart Building Technology in mind.



JOSHUA S. WIDES, PE
ENGINEERING MATRIX | ELECTRICAL ENGINEER

Josh's responsibilities include management of efforts for timely completion of client management and project scope management. Josh coordinates design to be based on efficiency, ease of operation, durability, and the capital cost of equipment. Greg and Josh have extensive experience working on Fire Stations throughout Pinellas, Sarasota, Hillsborough, and Pasco Counties with sustainability and Smart Building Technology in mind.



THOMAS HAGOOD, PE
KARINS ENGINEERING | STRUCTURAL ENGINEER

Tommy brings to Karins Engineering over 50 years of experience. He is proficient in post-tensioned concrete, cast-in-place concrete, structural steel, pre-cast concrete, and wood frame systems. He has been responsible for design team and overall project management, contract negotiations, analyzing work load, development of plans and specifications, quality control, and construction administration. Tommy has been the Structural Engineer of Record on 10 built Fire Stations with Sweet Sparkman.



JAY DIMERCURIO, PE, SI
KARINS ENGINEERING | STRUCTURAL ENGINEER

Jay has 37 years of experience in building design, design project management and design office management. He has experience in coastal building design in a variety of material types including concrete (post-tensioned and mild steel reinforced), steel, pre-cast concrete and masonry, forensics and building repair and restoration. Jay has worked on 4 built Fire Stations with Sweet Sparkman.



SHELBY HUGHES, PE
KIMLEY HORN | CIVIL ENGINEERING PROJECT MANAGER

Shelby is a water resources engineer with a decade of experience. Shelby has been working with the City of St. Pete Beach for nearly eight years and is eager to continue to serve the City on any municipal project. Shelby's technical experience includes program management, urban planning, grant funding, and planning, design, permitting services, and construction of water and wastewater collection, transmission, and treatment systems. Shelby's experience also includes hydraulic modeling, sanitary sewer capacity analysis, water and wastewater master planning, force main assessments, inflow and infiltration studies, and asset management program development.



DAWN DODGE, PE, LEED AP
KIMLEY HORN | CIVIL ENGINEER

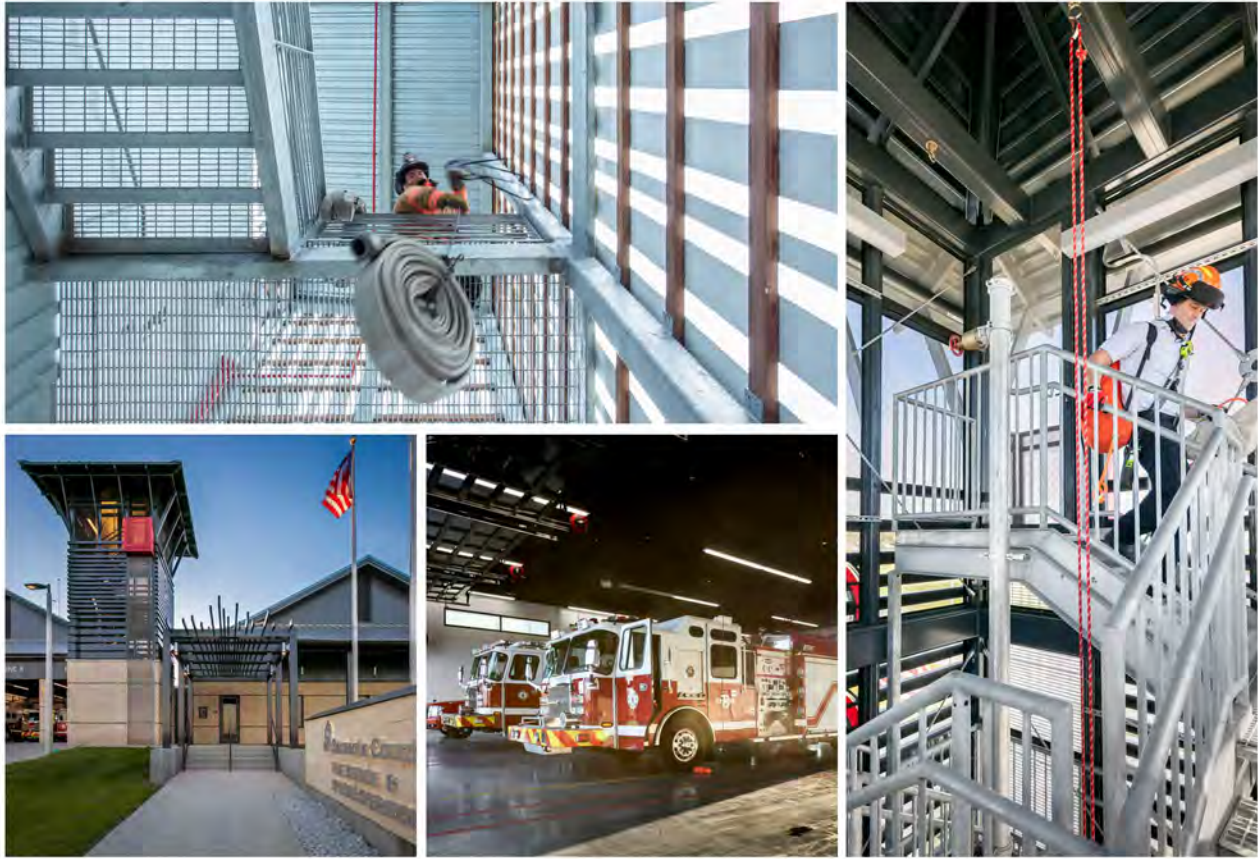
Dawn has more than 16 years of experience in commercial, municipal, and multifamily land development projects. Her project experience includes, site layout, stormwater design and permitting, utility design, construction document preparation and permitting, construction phase services, and project management. Dawn has direct experience with regulatory programs of local municipalities and counties, including the Southwest Florida Water Management District (SWFWMD) and Federal Emergency Management Agency (FEMA).



DAVID FLANAGAN, PLA, ASLA
KIMLEY HORN | LANDSCAPE ARCHITECT

David has 34 years of experience as a landscape architect and site planner. David has extensive experience with local municipalities and counties and a comprehensive portfolio of signature public and private sector projects. His experience includes 4 Fire Stations in St. Petersburg, Clearwater, and Pasco County. David treats every project as a unique opportunity to thoughtfully shape the way we live, work, and play, while unifying the built and natural environments and creating memorable and meaningful places.

SUB-CONSULTANT FIRM EXPERIENCE



SWEET SPARKMAN ARCHITECTURE AND INTERIORS understands the importance of completing this project as an integrated success - thorough investigation and documentation, competency with building systems, client and consultant partnership, all provided in a timely manner. Our firm has over 30 built Fire Stations, (7) seven of which are LEED certified or built to sustainable standards. We have combined our talents to create a team of professionals with the experience and communication skills to successfully accomplish this task. Sweet Sparkman will serve as the lead consultant responsible for architectural design and project management in association with the following firms:



KARINS ENGINEERING will provide structural engineering services focused on creating elegantly engineered solutions for complicated architectural problems. With six offices in Florida and 20 years of global experience, their structural engineers hold expertise ranging from restoration services, building envelopes, and government properties to reserve studies, forensics, and structural engineering design. Their experience in foundations, windows, aluminum, marine structures, threshold building inspections, concrete, masonry, steel, wood, and historic restoration across residential, commercial, industrial and governmental projects have allowed them to be the engineer of record for countless buildings around the world. Karins Engineering and Sweet Sparkman have worked on over 40 projects together in the last 10 years including Fire Stations in Sarasota County, Largo, Cape Coral, and Captiva Island.

ENGINEERING MATRIX, INC. (EMI) will provide mechanical, electrical, plumbing, fire protection, and technology engineering. EMI is among the most respected mechanical, electrical, and fire protection systems engineering firms in Florida. EMI will also be providing low voltage design that includes fire alarm, security, A/V and technology. Engineering Matrix, Inc.'s mission is to practice quality engineering that is creative, functional, and cost effective. Sweet Sparkman has worked with EMI on over 15 projects in the last 10 years including Lealman Fire Station #19 and Sarasota County Fire Station #14.

KIMLEY HORN will provide civil engineering and landscape architecture. In the past 10 years, Kimley-Horn has completed 75 projects for the City of St. Pete Beach. The firm considers itself to be an extension of the City of St. Pete Beach staff and are committed to the success of a City's projects as if they were their own projects. In addition, many of Kimley Horn's staff members are former municipal engineers and planners. Their team's combined municipal experience in design, administration, and construction phase services gives them the specific understanding of how to work with the City and other regulatory agencies, elected officials, various stakeholders, and the local community to negotiate support and buy-in, and effectively achieve the objectives of the City of St. Pete Beach. Sweet Sparkman and Kimley Horn have worked on over 25 projects together in the last 12 years.

TIERRA will provide Geotechnical Engineering services. Their organization helps the construction and long-term performance risks associated with subsurface conditions. These services include planning, field and laboratory programs, design recommendations, quality control, and instrumentation and performance studies. Tierra's recent experience includes over a dozen Fire Stations in Pinellas, Hillsborough, and Pasco County.

ORGANIZATIONAL CHART

SWEETSPARKMAN

ARCHITECTURE & INTERIORS

ARCHITECTURE



TODD SWEET, AIA, LEED AP
Principal in Charge / Architect of Record
Sweet Sparkman



KARL BERNHARD, AIA, NCARB
Project Manager
Sweet Sparkman



CHASE MEYERS, ASSOCIATE AIA
Project Designer
Sweet Sparkman



SHIRLEY QUINLAN
Interior Designer
Sweet Sparkman



JOHN BRYANT, AIA, LEED AP
Quality Assurance / Quality Control
Sweet Sparkman



STRUCTURAL ENGINEER

KARINS ENGINEERING

Thomas Hagood, PE
Jay DiMercurio, PE, SI



MEPF ENGINEER

EMI

Greg Bowen, PE, LEED AP
Josh Wides, PE



CIVIL ENGINEER

KIMLEY HORN

Shelby Hughes, PE
Dawn Dodge, PE, LEED AP
David Flanagan, PLA, ASLA



CIVIL ENGINEER

TIERRA

Kevin H. Scott, PE
Thomas E. Musgrave, PE

COMMUNICATION PROCESSES

COMMUNICATION AND COLLABORATIVE APPROACH

The project approach involves participation by the project's key staff and facility users at each stage. We explore the requirements of each unique space in the department and benchmark the program numbers with other departments and cities of similar size in your region and across the country. Our task is to engage the City of St. Pete Beach in the process, recognizing and addressing each stakeholder's goals and needs. This inclusive process will provide a reconstructed Fire Station that functions well for St. Pete Beach Fire Department.

Our team's projects are successful because we make every effort to maximize communication between owner and architect; and architect and consultant. Making all team members and stakeholders part of critical meetings helps facilitate the project process. We document every meeting with decisions reached and identify outstanding issues. Documentation of decisions is crucial, and the sharing of this information with the consultants is essential.

During the cost projection phase, our team will work with the CMAR contractor in developing conceptual estimates for the project. This cost control review allows for a discussion of revisions with staff and stakeholders before moving to the next stage of design.

Our team has helped numerous clients evaluate, plan, and design their public safety facilities. A successful project's key feature is a collaborative spirit producing quality facilities. Using REVIT software as our building information modeling (BIM) design tool, each team members' drawings are in a continuous state of coordination. Our design approach provides the best data possible to make informed decisions. Design issues are resolved early, preventing costly changes during construction.

Starting at the kick-off meeting, we will continuously review the project's givens, unknowns, and challenges. During the first meeting, the goal will be to confirm the information previously gathered by the City. Our team will ensure the training elements, features, and structures will work with space, schedule, and budget.

The stakeholders, decision-makers, and lines of communication with each will be mapped out and documented. Our team will record meetings, and these written goals will become the guiding project principles. Using the lessons learned from the kick-off meeting, we will begin the programming review process.

Our primary source of data is the client. We listen and guide the client in determining space needs, preferred design style, functional requirements, etc. We will assess the project goals against similar facilities already in operation. By comparing the data gathered, our team can suggest design changes in line with the City of St. Pete Beach's budget and schedule.



TECHNICAL APPROACH



APPROACH + UNDERSTANDING OF THE WORK



APPROACH TO COMPLETING SCOPE OF WORK

Sweet Sparkman implements a highly effective management approach, proven to meet contract compliance, and ensure the delivery of a quality project. Our team has the communication skills, technical ability, and experience to produce high-performance projects.

Innovation in design, planning, sustainability, and building performance is the result of team members who are willing to achieve the highest standards. Many of our projects have solved planning challenges for our clients and provided them a safer and more efficient way of working. Our team offers experience with equipment unique to Fire Stations and sustainable strategies.

Our Team excels at the following:

- Providing a clear framework of communication and responsibilities
- Providing highly qualified personnel, directed by a proven project manager
- Firm Principal involvement throughout the project
- Maintaining the project schedule, tracking milestones, and identifying any performance issues
- Using the project schedule to track progress and contain costs

Our process of design involves using physical as well as three-dimensional digital models (BIM) from the outset. This is a valuable tool not only in testing and understanding the design internally but also in communicating the design fully in a way that traditional technology, including CADD, cannot. We use the same digital models in meetings so we can effortlessly illustrate all aspects of the building at key stages of the design process.

In addition to providing this transparency in the process, the 3D technology also allows us to nimbly make adjustments and revisions to the design as solutions are developed or changes requested. In short, a successful design process is one in which we partner with you at all stages of the process from the earliest goal setting to the final warranty walk-thru. Through this integrated process, everyone is invested in the design decisions. Collectively, we are far more likely to achieve results that meet the needs, expectations, and vision of all involved.

WORKPLAN

Programming / Conceptual Design: The Programming phase will begin as the data previously gathered is validated. Workshops will be used to verify programming and spacial needs. As the project moves into design, the team will use tools that explain the design in greater specificity. We will continue to use explanatory diagrams but will also begin to show rendered images, models and discussing materials and building form. REVIT will become our main tool for documentation as we begin to produce drawings sets for pricing and permit approval.

Preliminary Design: After Conceptual Design approval, the level of specificity for materials, assemblies and systems increases. Often we work with contractors and builders at this point to gauge the cost, contractibility and effectiveness. We continue to use models rendered images and REVIT to communicate the design throughout this phase.

Bid Documents: Sweet Sparkman and team consultants will prepare architectural and engineering construction documents including all drawings and specifications reasonably required by normal industry practice to support their construction. Construction Documents will be uploaded to an ftp site for team use and coordination.

Bidding and Construction Related Services: Sweet Sparkman and team consultants will provide construction administration services for the architectural and engineering aspects of the building to ensure that the project is built in accordance with plans and specifications.

UNDERSTANDING OF TECHNICAL REQUIREMENTS

UNDERSTANDING THE TECHNICAL REQUIREMENTS OF FIRE STATIONS

Sweet Sparkman has designed and permitted over (30) facilities. From this experience, our team can provide a clear and efficient method that assures all the project goals are being met in the most cost-effective way.

Lives depend on a well designed Fire Station. Planning the design of this facility requires that many components are thought through carefully. Some of these fundamental items include a Fire Station's particular service area, equipment and apparatus, day-to-day operations, and staff requirements. The following are examples of some of the significant components of a Fire Station that must be evaluated:

- Life Safety: Does the layout provide the best solution for dispatching personnel and EMS staff safety and quickly to calls?
- Operational Efficiency: What do you find to be the most efficient and inefficient aspects of your current facilities? What are your storage needs? Focus on correcting what does not work and maintaining what does.
- Technology Integration: Antenna and or satellite radio systems building security (cameras, card readers, logging of visitors, etc.), Apparatus exhaust systems, loudspeaker placement, telephone, and data.
- Day to Day operations: Report writing, Bunk arrangements; Officer, Firefighter and EMS, maintainable and durable finishes, ample storage, apparatus support areas such as gear storage including shift change-over, breathing, and cascade equipment hose storage, etc.
- Acoustics: What rooms require special acoustic treatment? Consider proper adjacency of rooms requiring acoustic separation.
- Disaster Response and EOC Rollover: Does the facility require stand-alone or partial operations during hurricanes or other natural disasters? What are the backup requirements (duration and scope of operation) for running on emergency standby power during this time?
- Parking and Vehicular Circulation: Are there adequate parking facilities for staff changeover? Is there training at the facility requiring additional overflow parking? Does the site/design allow for safe ingress/egress of apparatus from and to the building?
- Future Space needs: Consider expansion of staff, service areas, and timing for such expansion. Consider the amount of land available.
- Cold Zone vs. Transition Zone vs. Hot Zone: Provide separate areas for decontamination so firefighters can properly decontaminate themselves upon return to the station without bringing potential carcinogens into the living quarters.

UNDERSTANDING SMART BUILDING TECHNOLOGY FOR FIRE STATIONS

As buildings continue to incorporate smart technology, we see growing opportunities to enhance operational performance and the health and well-being of fire fighter personnel.

Today's fire station alerting systems utilize digital technology to offer user-adjustable alert zones, integrated speaker tones and light fixtures, local acknowledge stations, incident display boards, and turnout timers. These adjustable and interactive features offer flexibility and feedback for response time improvement opportunities.

Tunable white light systems are available that automatically adjust a luminaires' color temperature based on time of day. Lights in select areas, like restrooms and corridors, could automatically adjust to warm color temperatures and lower light levels at nighttime for personnel comfort and well-being.

Today's fire stations incorporate technology through wired and wireless data, audio visual systems for training and meetings, the ability to visually identify visitors and unlock the front door remotely, access control system, and surveillance system.



DESIGNING FOR HISTORIC DISTRICTS



DESIGNING FOR HISTORIC DISTRICTS

Sweet Sparkman Architects and Interiors has completed new fire stations for the town of Boca Grande, Captiva Island Fire Rescue District and for the City of Venice. All of these fire stations are located in mandated historic districts where the architectural styles of "florida vernacular" and "mediterranean revival" are prevalent. As a result, the exterior architecture of each of these new fire stations is reflective and draws inspiration from these historic architectural styles. The interior, however, produces a modern, state of the art facility, capable of supporting the latest technology in public safety and fire-fighting.

The new Fire Station #22 is to be located at the corner of 20th Avenue and Pass-A-Grille Way in the nationally registered Historic Pass-A-Grille Overlay District (PAG). The City recognizes that the Pass-a-Grille Area was developed prior to the development of suburban zoning regulations. The (PAG) Pass-a-Grille Overlay District is intended to allow for new construction and building renovations that are considered contributing to the National Register Historic District. This is to ensure that structures and uses will be compatible with the character of existing development. As a result, any new development should be consistent with the existing mass and scale within the district. SSAI has recently walked the Historic Pass-a-Grille District to take note of the architectural context and contributing historic structures. We are excited and inspired at the opportunity to incorporate these features into a new firehouse for the City of St. Pete Beach.

As a development within the PAG Overlay District SSAI will submit architectural elevations of all facades of all structures for review as part of the site plan approval procedures, and building permit process. Such exhibits will include colors, materials, building dimensions, mass and scale proportions, location of service areas and mechanical equipment, screening devices, parking, site furnishings, lighting fixtures, all signage, and any other information as determined necessary to ensure consistency with the city's intent for compatible historic architecture. In addition, SSAI will stand prepared to present the design to the Historic Preservation Board to ensure compatibility of new construction within the PAG overlay district.

DESIGNING FOR COASTAL SETTINGS

Coastal Fire Stations pose a different series of challenges than mainland buildings. Our design team is very familiar with the needs of the Coastal Fire Stations. Our team has designed and constructed fire stations on Pine Island, Captiva Island, Longboat Key, Siesta Key, and Boca Grande. We are currently completing construction of Charlotte County Fire Station #10 which is located on Palm Island and only accessible via barge.

ARCHITECTURE

The new Fire Station will consider either the design of one story or two stories with the living quarters located above the Apparatus Bays. A two-story fire station will be considered due to the limited site area and FEMA requirements (all habitable space would be on the second level and above the flood elevation). The building height will be greater than most of the neighboring structures due to the height required for the ground floor Apparatus Bays and new FEMA elevations. Building setbacks, massing studies and facade articulation will all be very important to ensure the design of the fire station is compatible with the historic coastal architecture while providing the resiliency to serve as an essential facility and withstand 150 mph wind loads. Equally as important, the fire station will act as a coordination center immediately after a storm event during the crucial time of evaluating the safety of the roads, etc. before citizens return from evacuating. Most importantly, the new fire station should respect the coastal architecture and pedestrian scale of the Historic Pass-A-Grille District.

DESIGNING FOR COASTAL SETTINGS

SITE AND FLOOD ZONE

Fire Station 22 is located within FEMA "AE9" flood zone designation. This "AE" zone requires a minimum finished floor elevation of 1 FT above the base flood elevation. The base flood elevation based on the FEMA – FIRM – Effective (08/24/2021) is EL 10. This "AE" zone appears to be the first flood zone inland of the "VE" zone, so it qualifies as a "coastal A zone" which is defined by ASCE-24 as requiring consideration of wave action and soil scour of the foundations that is not typically considered in a non "coastal" flood zone. Consideration will need to be given to elevation and the type of foundation system necessary to address scour of the soils. Deep foundation (piles) may be necessary. In lieu of elevating the building to meet the FFE requirement, flood proofing is also an alternative.

The site is anticipated to be exempt from permitting through the Southwest Florida Water Management District. Additional fill added to the site will require cup to cup floodplain compensation, as the property is located within a flood zone. The fire station has adequate utility infrastructure capacity for potable water and sanitary sewer provided by Pinellas County and the City of St. Pete Beach, respectively.

STRUCTURE

The minimum design standard for wind for a fire station per the Florida Building Code requires it be considered as a risk category III building in terms of determining the design wind speed and resulting pressures. We see that at this location that wind speed for risk category III is 156 MPH ultimate and 122 allowable. Further the exposure category will be D given the proximity to open water.

Rating wind by hurricane category wind speed, a Category 5 storm wind speed starts at 200 MPH ultimate, 156 working and can increase from there to any speed. Design based on "category 5" thus usually means designing for the threshold wind speed of 200 MPH ultimate, 156 working. This would be a higher wind speed than is prescribed as a minimum by FBC.

Consideration needs to be made also of any ancillary uses of the structure. If there is a shelter use or emergency operations use the wind design speed would be higher than the FBC code minimum and more in the range of the category 5 threshold wind speed. Additional design considerations regarding opening protection etc. are also necessary with the noted uses.

Many times, these structures are a combination of cast in place concrete, pre-cast concrete, concrete masonry, and durable exterior finishes able to withstand hurricane force winds and flooding. Fortunately, many modern building materials can give the appearance of wood but are actually made of concrete. This will allow us to design a building that is compatible with its neighbors while requiring less maintenance and being longer-lasting.

LANDSCAPING

We will develop a landscape that perpetuates the natural visual identity of the Fire Station by limiting the use of what we have come to recognize as industry standard landscape materials. A true coastal landscape is one that replaces turf grass with sand and shell, designing landscaping beds that have no hard edges to define them, and the selection of plant materials characteristic of the City of St. Pete Beach community. Our team will focus on a landscape design that removes the unnatural and alien landscape species and replaces it with natural plantings that will provide a distinct and aesthetic balance of maritime forest specifically attuned to the local soil, climate, and wildlife. Our task will be to help residents, business, and visitors differentiate this specific location by integrating the required building and infrastructure for the proposed fire station into this environment.



DESIGN CONCEPTS FOR PUBLIC MEETINGS



The purpose of our initial meetings with the public will be to LISTEN. As designers, we need to understand the community's concerns and "hot button" issues. We do not want to come to the first meeting with graphics where the public feels we have designed a fire station without their input. We want to be good neighbors and respectful. We want to listen and provide a design that respects the community wishes to the greatest extent possible. Our previous experience tells us that community concerns may include noise, traffic, apparatus dispatch and return, appearance and whether meeting rooms will be provided for the public.



The community also needs to be made aware that the new fire station can't be everything to everyone. There will be many requests and it will be up to the owner and design team to weigh each of these and present a solution that is for the greater good. It is important that the public understand this at the start.

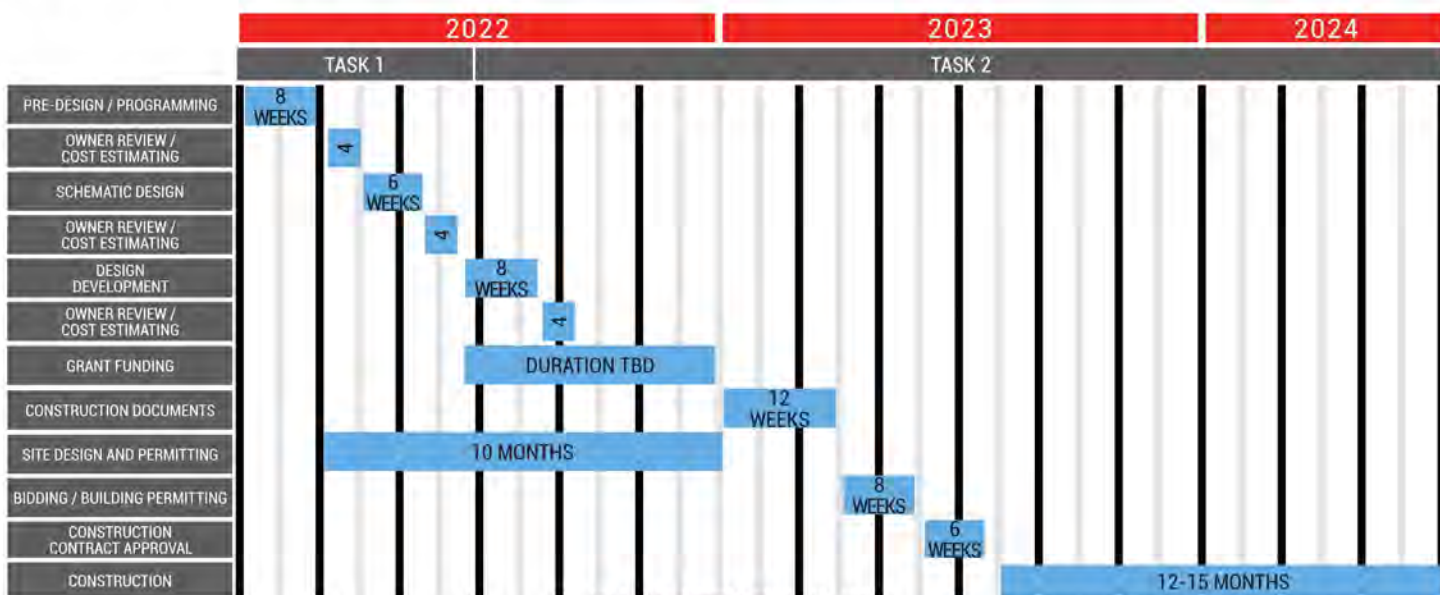


After an initial meeting to poll the community and listen to their feedback, we will have subsequent meetings to show the design progress through graphic representation. The goal is to show the community how their input is reflected in the design of the new fire station. This will help build consensus among the community. The graphics will include two-dimensional floor plans and elevations and materialize into photo-realistic renderings of the building shown within the context of the Historic Pass-A-Grille Overlay District. In the past, SSAI has also produced physical models of the new fire station with the surrounding context. This has proven to be a very successful and can be placed in the lobby of the existing Fire Station or City Hall where the public can have access throughout the design and construction.

EXPECTED TIMELINE

SSAI is ready to commence services immediately upon a signed Agreement.

Task 1 of this project entails providing a concept design with cost estimates for grant funding. We will start our work with Pre-Design services which will include surveying the site, receiving public input and programming the new fire station with a list of the spaces, sizes and features to be included. We will also conduct a site analysis and research the building codes and local jurisdictional requirements for the development (including the requirements for the Historic Pass-A-Grille Overlay District). The Pre-Design phase will enable us to confirm the permitting requirements and the overline timeline for design and permitting. Subsequent phases of design will follow the Pre-Design period and include Schematic Design, Design Development, Construction Documents, Bidding / Permitting, and Construction Administration. An expected timeline would resemble something similar to below:





REFERENCES



HISTORIC DISTRICT FIRE STATIONS

CAPTIVA FIRE STATION



PROJECT INFO

RELEVANCE

- Historic District
- Coastal Fire Station
- CAT V Storm Standards
- Power Redundancy
- Stakeholder Engagement

COMPLETION

June 2015

CONSTRUCTION COST

\$2.4 million

PROFESSIONAL SERVICE FEE

\$264k

ROLE OF FIRM

Prime Architect

SCOPE OF WORK

This 9,000 SF, two-story Fire Station, completed in June 2015, includes (3) back-in apparatus bays with administration offices on the ground floor, living quarters with bunk rooms that accommodate (6) fire fighters on the second floor. The site also houses a generator capable of powering the entire facility. The Captiva Island Fire Control District had (2) mandates for the new station: a building able to blend into the historic district and strong enough to withstand the hurricanes. Sweet Sparkman provided full design and construction phase services architectural renderings for discussions with Neighborhood and Civic groups to build consensus for the fire station among the local community. Site Entitlements included Rezone, Site and development Plan approval, conducting meetings with the Captiva Civic Association, neighborhood group, Commissioners, and Lee County staff.

CLIENT

Captiva Fire Control District
Jeff Pawul - Lieutenant / Admin Officer
14981 Captiva Drive, Captiva, FL 33924
239-472-9494 | jpawul@captivafire.com

VENICE FIRE STATION #1 AND CITY HALL EXPANSION



SCOPE OF WORK

Sweet Sparkman Architects and Interiors (SSAI) recently completed a new fire station and City Hall renovation and expansion in the historic district of Venice, Florida. The new, state of the art, fire station replaces an existing 60 year old antiquated fire station on the same site. The site is located in Venice's Historic Overlay District and was subjected to review by the city's historic preservation board. (SSAI) researched original plans for the site as prepared by the famous planner, John Nolen, to arrive at a concept that respected the historic context of the district while providing a new modern fire station to serve the needs of this thriving coastal community.

The new two-story station includes three (3) drive-through bays with apparatus bay support and dining/dayroom/fitness spaces on the ground floor while the top floor houses the more quiet bunk spaces. The program was developed in close collaboration with the City of Venice to allow for shared spaces among the Fire Department, City Hall and the public.

As part of this project, SSAI also provided an expansion to the adjacent City Hall building with a new building department and renovations to other government departments including Engineering, Purchasing, IT and the Clerk's office.

CLIENT

City of Venice
Fire Chief Shawn Carvey
112 Harbor Drive South, Venice, FL 34285
941-486-2626 | scarvey@venicegov.com

PROJECT INFO

RELEVANCE

- Historic District
- Coastal Fire Station
- Reconstruction Project
- CAT V Storm Standards
- Power Redundancy
- Stakeholder Engagement

COMPLETION

October 2021

CONSTRUCTION COST

\$9.8 million

PROFESSIONAL SERVICE FEE

\$995k

ROLE OF FIRM

Prime Architect

COASTAL FIRE STATIONS

SARASOTA COUNTY FIRE STATION #13



PROJECT INFO

RELEVANCE

- Coastal Fire Station
- Sustainable Design
- Reconstruction Project
- CAT V Storm Standards
- Power Redundancy
- Stakeholder Engagement

COMPLETION

July 2021

CONSTRUCTION COST

\$5.4 million

PROFESSIONAL SERVICE FEE

\$364k

ROLE OF FIRM

Prime Architect

SCOPE OF WORK

Sarasota County Fire Station #13 is a re-use of Sarasota County Fire Station #12 and #14 plans. This Fire Station is located on Siesta Key, literally yards from the beach. The revised plans comply with the 2017 Florida Building Code for essential facilities. This will be a LEED Certified Fire Station. This Fire Station requires Southwest Florida Water Management District (SWFWMD) permitting. The project is a 10,180 SF with living quarters for 7 first responders. The Fire Station serves as a Disaster Deployment Center built to withstand Category 5 hurricane winds. The facility provides Fire and EMS services. This project incorporates the use of flexible fuels per the Plug-in Hybrid Electric Vehicle Resolution #2005-278 of Sarasota County. Construction is comprised of spread foundations and reinforced concrete masonry walls, elevated precast floor systems, integral colored flooring, and pre-engineered metal roof framing / panels. The bay area features fast acting 4-fold sideways-acting 14 ft. square door systems.

CLIENT

Sarasota County Fire Department
Kimberly Humphrey, Project Manager
1170 Beach Road, Sarasota, FL 34242
941-549-4549 | khumphre@scgov.net

LARGO FIRE STATION #43



SCOPE OF WORK

The new 8,600 SF Fire Station in Belleair Bluffs, Florida was designed to include three drive through apparatus bays to house fire and rescue vehicles and equipment. The station services areas governed by Pinellas County, the Town of Belleair, the City of Belleair Bluffs, and the City of Largo.

The building provides 6 bunk rooms for the Lieutenant and crew as well as a day room, kitchen, fitness room, private bathing facilities, and conference/training rooms. The Fire Station includes a ladder training assembly at the rear of the building. There are two horizontal steel supports attached to the exterior of the building that allow the emergency response staff to perform ladder drills. The assembly accommodates a variety of ladder sizes. Additionally the day room and conference room are designed to accommodate in-person and online continuing education training courses.

The building was designed to meet Florida Building Code wind load requirements for essential facilities and is rated for a Category 5 hurricane. The building design implemented low maintenance materials and systems and sustainable features. Materials included polished Concrete flooring and stucco with concrete block and was designed to use the local architectural vernacular to fit in with the neighborhood. The design process began in February 2016 and construction started in November 2016. The Fire Station was built in just under one year.

CLIENT

City of Largo
Deputy Fire Chief Joseph Pennino
2765 Bayway Ave, Belleair Bluffs, FL 33770
727-587-6740 | jpennino@largo.com

PROJECT INFO

RELEVANCE

- Reconstruction Project
- Coastal Fire Station
- CAT V Storm Standards
- Power Redundancy
- Stakeholder Engagement

COMPLETION

October 2017

CONSTRUCTION COST

\$2.6 Million

PROFESSIONAL SERVICE FEE

\$442k

ROLE OF FIRM

Prime Architect

SUSTAINABLE FIRE STATIONS

SARASOTA COUNTY FIRE STATION #12



PROJECT INFO

RELEVANCE

- Sustainable Design
- Reconstruction Project
- Coastal Fire Station
- CAT V Storm Standards
- Power Redundancy
- Stakeholder Engagement

COMPLETION

May 2016

CONSTRUCTION COST

\$3.5 Million

PROFESSIONAL SERVICE FEE

\$262k

ROLE OF FIRM

Prime Architect

SCOPE OF WORK

The scope of work for Fire Station #12 located in Sarasota County, Florida included the deconstruction of the existing 3,773 SF building built in 1968 and the construction of a new 10,124 SF, two-story LEED Certified Fire Station situated within an 18,050 SF lot. The Fire Station serves as a Disaster Deployment Center built to withstand Category 5 hurricane winds. The facility provides Fire and EMS services. The building was designed to meet the 2030 Challenge Resolution #2006-157 with minimum delivered fossil-fuel energy consumption performance standard being one-half the U.S. average for that building type as defined by the U.S. Department of Energy. This project incorporated the use of flexible fuels per the Plug-in Hybrid Electric Vehicle Resolution #2005-278 of Sarasota County. Construction is comprised of spread foundations and reinforced concrete masonry walls, elevated precast floor systems, integral colored flooring, and pre-engineered metal roof framing / panels. The exterior is a combination of jumbo brick, Portland Cement plaster and metal panels. The bay area features fast acting 4-fold sideways-acting 14 ft. square door systems. The following LEED approaches were incorporated into the Design: use of highly reflective cool paving and roof surfaces, a solar water heater system, installation of a rainwater, cistern collection system for bay washing and toilet flushing, high efficiency split system HVAC units yielding 6/10 Energy and Atmosphere (EA) points, a water use reduction of 70%+ over baseline 1992 EPA standards, low VOC materials.

CLIENT

Sarasota County Government
Brad Gaubatz, County Operations Manager
3110 Bee Ridge Road
941-861-0853 | bgaubatz@scgov.net

SARASOTA COUNTY FIRE STATION #8



SCOPE OF WORK

Sarasota County Fire Station #8 is a new 19,300 SF Fire Station and re-use of Sweet Sparkman' plans for Sarasota County Fire Station #1. The station houses (4) drive-through apparatus bays with living quarters capable of serving (14) firefighters/EMS personnel. Other interior spaces include a kitchen, exercise room, day room, dining area, screened porch, and report writing area. This station also includes approximately 7,200 SF for a Special Operations structure with an air-conditioned workroom. The building will be LEED Certified and designed to meet Sarasota County's 2030 challenge to the greatest extent feasible. The scope of work also includes interior design services for the selection of finishes and furnishes. Site Improvements include public vehicle and staff parking areas and the addition of a new fuel filling site. Limestone as a material became a driving force in how the building character could be related to the fields. Clad in a cultured limestone material, as a nod to the site's agricultural history, the Fire Station juxtaposes the limestone with a more contemporary pre-finished aluminum cladding wall and roof panel system. The overall architecture expresses sloped roofs, deep overhangs, a front porch and lanai, all elements prevalent in southwest Florida vernacular.

CLIENT

Sarasota County Fire Department
Fire Chief Michael Regnier
850 Apex Road, Sarasota, FL 34240
941-861-5000 | mregnier@scgov.net

PROJECT INFO

RELEVANCE

- Reconstruction Project
- Coastal Fire Station
- CAT V Storm Standards
- Power Redundancy
- Stakeholder Engagement

COMPLETION

October 2020

CONSTRUCTION COST

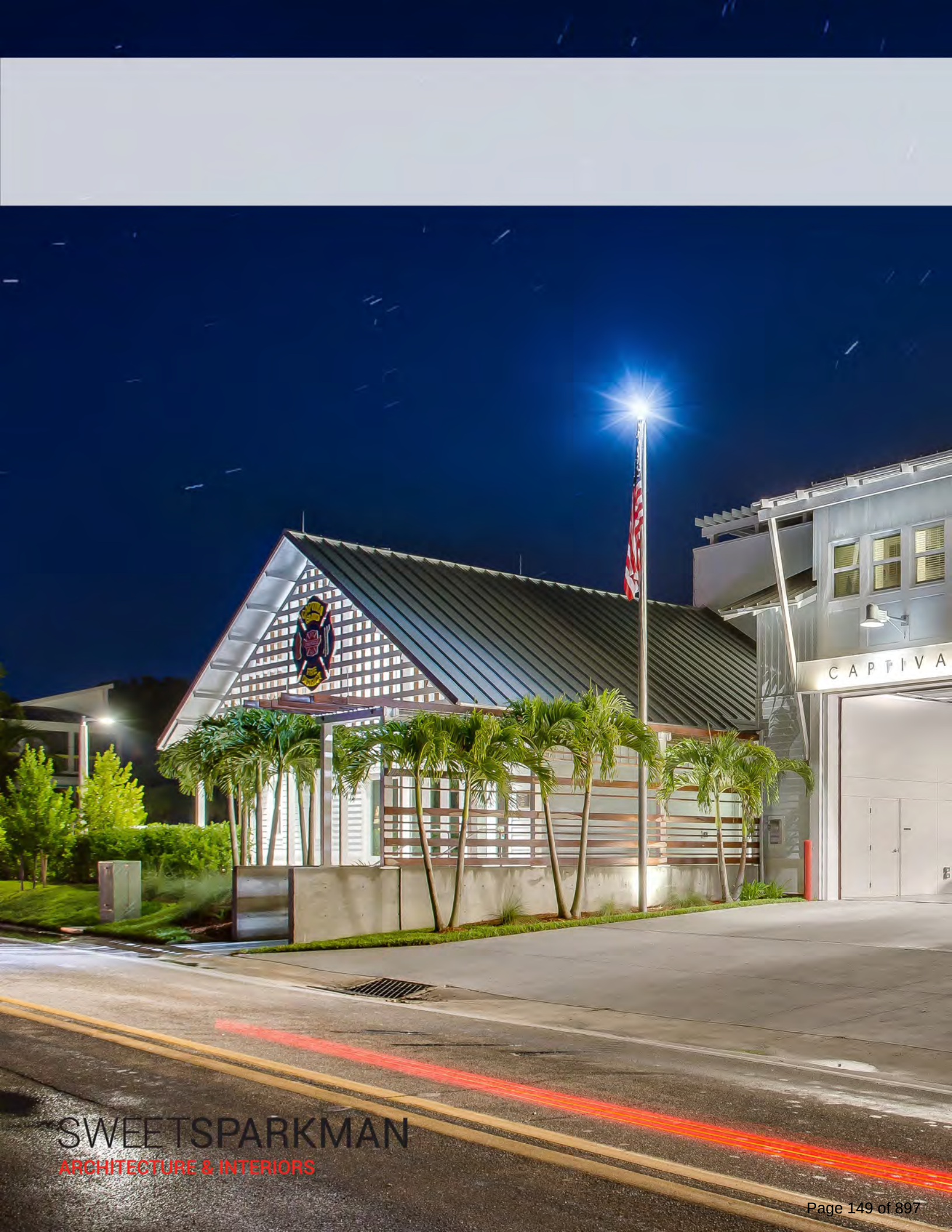
\$7.4 Million

PROFESSIONAL SERVICE FEE

\$699k

ROLE OF FIRM

Prime Architect



INSURANCE REQUIREMENTS





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2021

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 Iron Ridge Insurance 17595 S Tamiami Trail #107 Fort Myers FL 33908		CONTACT NAME: Karen Brinkley PHONE (A/C, No, Ext): (800) 775-8526 FAX (A/C, No): (239) 288-7544 E-MAIL ADDRESS: kbrinkley@ironridgeinsurance.com	
INSURED Sweet Sparkman Architects Inc 2168 Main Street Sarasota FL 34237		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Hudson Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20443 25054	

COVERAGES**CERTIFICATE NUMBER:** CL2151706245**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 ☐ PROJECT ☐ LOC OTHER:			B 7013601623	06/02/2021	06/02/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			B 7013601623	06/02/2021	06/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH: ER
	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				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			PRB 06 19 111905	05/24/2021	05/24/2022	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Professional Liability is written on a claims-made basis

CERTIFICATE HOLDER**CANCELLATION**

For Proposal Purposes

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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SWEETSPARKMAN
ARCHITECTURE & INTERIORS



CERTIFICATE OF LIABILITY INSURANCE

XC8

DATE (MM/DD/YYYY)

06/18/2021

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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida PHONE (A/C, No, Ext): 833-506-1544 FAX (A/C, No): EMAIL ADDRESS: work.comp@trinet.com INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Insurance Company of North America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 43575
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COVERAGES**CERTIFICATE NUMBER:** 15352365**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	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	N/A	X	WLR_C67487291	07/01/2020	07/01/2021 X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Workers Compensation coverage is limited to worksite employees of SWEET SPARKMAN ARCHITECTS, INC. through a co-employment agreement with TRINET HR III, INC..

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i>
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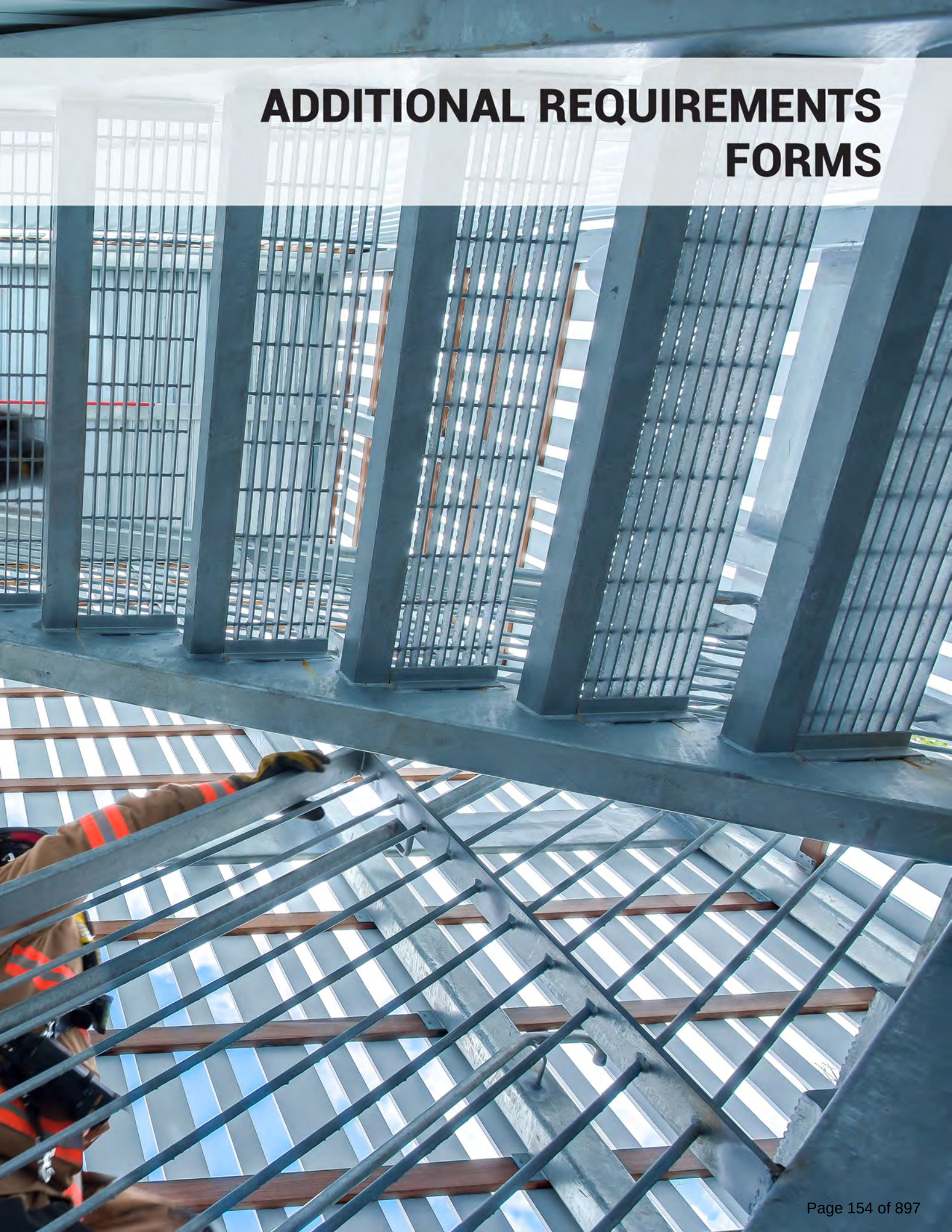
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ADDITIONAL REQUIREMENTS FORMS



III. PUBLIC ENTITY CRIMINAL AFFIDAVIT
SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 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: Todd M. Sweet, AIA, LEED AP - Principal
(Print individual's name and title)

for: Sweet Sparkman Architecture and Interiors
(Print name of entity submitting sworn statement)

at: 2168 Main Street, Sarasota, FL 34237
(Business address)

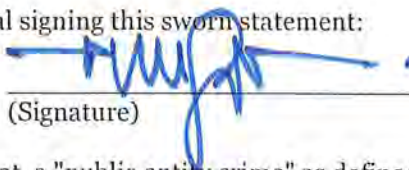
and (if applicable), its Federal Employer Identification Number (FEIN):

54-2081005
(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 Section 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Section 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 Section 287.133 (1)(a), Fla. Stat. s, means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services 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, FLA. STAT., FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

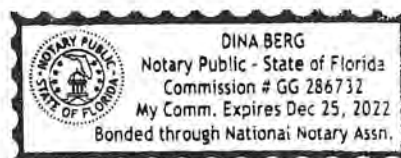
STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of September, 2021, by Todd M. Sweet, who is personally known to me or has produced N/A as identification.

(SEAL)

Dina Berg
Notary Public - State of Florida

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



IV. NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Sarasota

I state that I Todd M. Sweet, AIA, LEED AP - Principal of Sweet Sparkman Architecture and Interiors
(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. Sweet Sparkman Architecture and Interiors, 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: Sweet Sparkman Architecture and Interiors

Signed By: _____

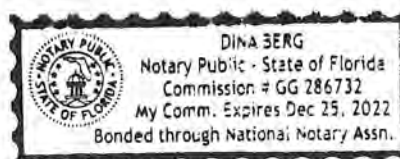
Print Name: Todd M. Sweet, AIA, LEED AP

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of September, 2021, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Dina Berg
Notary Public - State of Florida

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



ASSURANCES STATEMENT

Sweet Sparkman Architects, Inc. dba Sweet Sparkman Architecture and Interiors is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. The firm understands that all applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply. The firm agrees to comply with all local, state, and federal directives, orders, and laws as applicable to the contract.



ADDITIONAL REQUIREMENTS RESUMES



TODD M. SWEET, AIA, LEED AP

SWEET SPARKMAN | PRINCIPAL IN CHARGE / ARCHITECT OF RECORD



EDUCATION

Roger Williams
University, B.Arch, 1991
Rensselaer Polytechnic
Institute, 1985

REGISTRATIONS

Registered Architect
FL #AR-0015832

American Institute of
Architects Member

LEED Accredited
Professional

RELEVANT PROJECT EXPERIENCE

VENICE FIRE STATION #1 AND CITY HALL EXPANSION - VENICE, FL

Sweet Sparkman Architects and Interiors (SSAI) recently completed a new fire station and City Hall renovation and expansion in the historic district of Venice, Florida. The new, state of the art, fire station replaces an existing 60 year old antiquated fire station on the same site. The site is located in Venice's Historic Overlay District and was subjected to review by the city's historic preservation board. The new two-story station includes three (3) drive-through bays with apparatus bay support and dining/dayroom/fitness spaces on the ground floor while the top floor houses the more quiet bunk spaces. The program was developed in close collaboration with the City of Venice to allow for shared spaces among the Fire Department, City Hall and the public. As part of this project, SSAI also provided an expansion to the adjacent City Hall building with a new building department and renovations to other government departments including Engineering, Purchasing, IT and the Clerk's office. Todd served as the Architect of Record.

CAPTIVA FIRE STATION - CAPTIVA ISLAND, FL

This 9,000 SF, two-story Fire station, completed in June 2015, includes (3) back-in apparatus bays with administration offices on the ground floor, living quarters with bunk rooms that accommodate (6) fire fighters on the second floor. The site also houses a generator capable of powering the entire facility. The Captiva Island Fire Control District had (2) mandates for the new station: a building able to blend into the historic district and strong enough to withstand the hurricanes. Sweet Sparkman provided full design and construction phase services architectural renderings for discussions with Neighborhood and Civic groups to build consensus for the fire station among the local community. Todd served as the Architect of Record.

CAPE CORAL FIRE STATIONS #2, #3, #4, #8, #11 - CAPE CORAL, FL

Ranging in size from 10,500 to 12,500 SF, these coastal fire stations include living quarters for (7) firefighters, a fitness room, day room, lieutenant's quarters and (3) Apparatus Bays. Cape Coral is currently reusing the plans for Fire Station #4 to produce Cape Coral Fire Station #2 and #11. Station #2 is currently in construction and Station #11 was completed in 2018. Todd served as the Architect of Record for all (5) Fire Stations.

LARGO FIRE STATION #43 - LARGO, FL

Sweet Sparkman Architecture and Interiors provided a design and construction administration for the new 8,250 SF (3) bay Station. The building provides (6) bunk rooms for the Lieutenant and crew, a day room, kitchen, fitness room, and private bathing facilities. The coastal fire station is designed to meet Florida Building Code wind load requirements for essential facilities. The building design implements low maintenance materials and systems. Todd served as the Architect of Record.

SARASOTA COUNTY FIRE STATIONS #12, #13, #14, #16, #17 - SARASOTA, FL

Sarasota County Fire Department built Fire Stations #12 and #14 designed concurrently and staggered (3) months during construction. Both stations are 2-story Fire Stations, due to limited site area. Sarasota County recently reused the plans for Station #12 for Fire Station #13. Fire Stations #16 and #17 are single story Fire Stations also built concurrently of approximately 12,500 SF. All (5) Fire Stations contain living quarters for firefighters in addition to administration space for the Fire Department and Sheriff's Offices. Todd served as the Architect of Record for all (5) Fire Stations.

KARL BERNHARD, AIA, NCARB

SWEET SPARKMAN | PROJECT MANAGER



EDUCATION

University of Louisiana,
Lafayette,
School of Architecture &
Design, B.Arch 2004

REGISTRATIONS

Registered Architect FL
AR-97922

Registered Architect LA
7634

National Council
of Architectural
Registration Boards,

American Institute of
Architects Member

RELEVANT PROJECT EXPERIENCE

VENICE FIRE STATION #1 AND CITY HALL EXPANSION - VENICE, FL

Sweet Sparkman Architects and Interiors (SSAI) recently completed a new fire station and City Hall renovation and expansion in the historic district of Venice, Florida. The new, state of the art, fire station replaces an existing 60 year old antiquated fire station on the same site. The site is located in Venice's Historic Overlay District and was subjected to review by the city's historic preservation board. The new two-story station includes three (3) drive-through bays with apparatus bay support and dining/dayroom/fitness spaces on the ground floor while the top floor houses the more quiet bunk spaces. The program was developed in close collaboration with the City of Venice to allow for shared spaces among the Fire Department, City Hall and the public. As part of this project, SSAI also provided an expansion to the adjacent City Hall building with a new building department and renovations to other government departments including Engineering, Purchasing, IT and the Clerk's office. Karl serves as the Project Manager.

CAPE CORAL FIRE STATIONS #11 AND #2 - CAPE CORAL, FL

Completed in 2018, Station #11 is 10,500 SF. The coastal fire stations includes living quarters for (7) firefighters, a fitness room, day room, lieutenant's quarters and (3) Apparatus Bays. The Fire Station is designed to withstand 150 mph wind loading and provide (5) days of emergency generator back-up for the entire facility. Station #2 is a re-use of plans for Station #11. Karl serves as the Project Manager.

LARGO FIRE STATION #43 - LARGO, FL

Sweet Sparkman Architecture and Interiors provided a design and construction administration for the new 8,250 SF (3) bay Station. The building provides (6) bunk rooms for the Lieutenant and crew, a day room, kitchen, fitness room, and private bathing facilities. The coastal fire station is designed to meet Florida Building Code wind load requirements for essential facilities. The building design implements low maintenance materials and systems. Karl served as the Project Manager.

CHARLOTTE COUNTY FIRE STATION #10 - PALM ISLAND, FL

Sweet Sparkman Architecture and Interiors is providing design services for this Palm Island Fire Station. Currently in design, the new (2) bay Fire Station will accommodate (2) full time staff and up to (5) staff when required. The Station will have a small training area and meet all FEMA and barrier island design requirements. Karl serves as the Project Manager.

SARASOTA COUNTY FIRE STATION #8 - SARASOTA, FL

Sweet Sparkman designed a 19,300 SF Fire Station with (4) drive-through apparatus bays with living quarters capable of serving (14) firefighters/EMS personnel. Other interior spaces include a kitchen, exercise room, day room, dining area, screened porch, and report writing area. The project includes a 7,200 SF Special Operations structure with an air-conditioned workroom. The building will be LEED Certified. The scope of work includes interior design services for the selection of finishes and furnishes. Site Improvements include public vehicle and staff parking areas and the addition of a new fuel filling site. Karl served as the Project Manager.

CHASE MEYERS, ASSOCIATE AIA

SWEET SPARKMAN | PROJECT DESIGNER



EDUCATION

University of South
Florida, M.Arch., 2017

REGISTRATIONS

American Institute of
Architects Member

RELEVANT PROJECT EXPERIENCE

SOUTHERN MANATEE FIRE RESCUE DISTRICT STATION #2 - MANATEE COUNTY, FL

Sweet Sparkman was contracted by the Southern Manatee Fire Rescue District to renovate the 4,000 SF existing station and design a 1,200 SF addition to provide additional living to accommodate male and female firefighters as well as anticipated growth in the department. Renovated areas to include bathroom, bunk room, enlarged day room/kitchen, fitness area, new detached storage building for Special Hazards Unit, and to investigate exhaust system options for the Apparatus Bays. Chase serves as the Project Designer.

VENICE FIRE STATION #1 AND CITY HALL EXPANSION - VENICE, FL

Sweet Sparkman Architects and Interiors (SSAI) recently completed a new fire station and City Hall renovation and expansion in the historic district of Venice, Florida. The new, state of the art, fire station replaces an existing 60 year old antiquated fire station on the same site. The site is located in Venice's Historic Overlay District and was subjected to review by the city's historic preservation board. The new two-story station includes three (3) drive-through bays with apparatus bay support and dining/dayroom/fitness spaces on the ground floor while the top floor houses the more quiet bunk spaces. The program was developed in close collaboration with the City of Venice to allow for shared spaces among the Fire Department, City Hall and the public. As part of this project, SSAI also provided an expansion to the adjacent City Hall building with a new building department and renovations to other government departments including Engineering, Purchasing, IT and the Clerk's office. Chase serves as Project Designer.

CHARLOTTE COUNTY FIRE STATION #10 - PLACIDA, FL

Sweet Sparkman Architects is providing design services for this Palm Island Fire Station. Currently in design, the new (2) bay Fire Station will accommodate (2) full time staff and up to (5) staff when required. The Station will have a small training area and meet all FEMA and barrier island design requirements. Chase serves as the Project Designer.

CAPE CORAL COMMUNITY PARKS - CAPE CORAL, FL

The Cape Coral Community Parks project consists of four large parks located throughout the City of Cape Coral. Each park consists of site and landscape amenities that are being design by Kimley Horn. Sweet Sparkman is contracted to design the building facilities at each park. The facilities being design include a tennis/pickleball pro shop and concessions building, an environmental welcome center, and multiple restroom, shower and park storage buildings. Chase serves as Project Designer.

LEALMAN FIRE STATION #19 - ST. PETERSBURG, FL

Lealman Fire Station includes (3) Drive-through apparatus bays. The building includes (9) bunk rooms with (2) storage spaces that can be converted to bunk rooms as necessary for future growth. The building also includes a small community meeting room, day room, full kitchen and a generous fitness room for staff. Chase served as Project Designer.

JOHN BRYANT, AIA, LEED AP

SWEET SPARKMAN | QUALITY CONTROL / QUALITY ASSURANCE



EDUCATION

University of Maryland,
M.Arch, 2007

Grinnell College, BA
Music, 2000

REGISTRATIONS

Registered Architect
FL #AR-95599

American Institute of
Architects Member

LEED Accredited
Professional

RELEVANT PROJECT EXPERIENCE

SARASOTA COUNTY FIRE STATIONS #12, #13, #14, #16, #17 - SARASOTA, FL

Sarasota County Fire Department built Fire Stations #12 and #14 designed concurrently and staggered (3) months during construction. Both stations are 2-story Fire Stations, due to limited site area. Sarasota County recently reused the plans for Station #12 for Fire Station #13. Fire Stations #16 and #17 are single story Fire Stations also built concurrently of approximately 12,500 SF. All (5) Fire Stations contain living quarters for firefighters in addition to administration space for the Fire Department and Sheriff's Offices. John served as Quality Assurance / Quality Control for all (5) Fire Stations.

VENICE FIRE STATION #1 AND CITY HALL EXPANSION - VENICE, FL

Sweet Sparkman Architects and Interiors (SSAI) recently completed a new fire station and City Hall renovation and expansion in the historic district of Venice, Florida. The new, state of the art, fire station replaces an existing 60 year old antiquated fire station on the same site. The site is located in Venice's Historic Overlay District and was subjected to review by the city's historic preservation board. The new two-story station includes three (3) drive-through bays with apparatus bay support and dining/dayroom/fitness spaces on the ground floor while the top floor houses the more quiet bunk spaces. The program was developed in close collaboration with the City of Venice to allow for shared spaces among the Fire Department, City Hall and the public. As part of this project, SSAI also provided an expansion to the adjacent City Hall building with a new building department and renovations to other government departments including Engineering, Purchasing, IT and the Clerk's office. John served as the Project Architect.

LARGO FIRE STATION #43 - LARGO, FL

Sweet Sparkman Architecture and Interiors provided a design and construction administration for the new 8,250 SF (3) bay Station. The building provides (6) bunk rooms for the Lieutenant and crew, a day room, kitchen, fitness room, and private bathing facilities. The coastal fire station is designed to meet Florida Building Code wind load requirements for essential facilities. The building design implements low maintenance materials and systems. John served as Quality Assurance / Quality Control.

CAPE CORAL FIRE STATIONS #11 AND #2 - CAPE CORAL, FL

Completed in 2018, Station #11 is 10,500 SF. The coastal fire stations includes living quarters for (7) firefighters, a fitness room, day room, lieutenant's quarters and (3) Apparatus Bays. The Fire Station is designed to withstand 150 mph wind loading and provide (5) days of emergency generator back-up for the entire facility. Station #2 is a re-use of plans for Station #11. John served as Quality Assurance / Quality Control.

LEALMAN FIRE STATION #19 - ST. PETERSBURG, FL

Lealman Fire Station includes (3) Drive-through apparatus bays. The building includes (9) bunk rooms with (2) storage spaces that can be converted to bunk rooms as necessary for future growth. The building also includes a small community meeting room, day room, full kitchen and a generous fitness room for staff. John served as Quality Assurance / Quality Control.

SHIRLEY QUINLAN

SWEET SPARKMAN | INTERIOR DESIGNER



EDUCATION

Interior Design Fashion
Institute of Technology,
BFA - Interior Design,
2011

RELEVANT PROJECT EXPERIENCE

VENICE FIRE STATION #1 AND CITY HALL EXPANSION - VENICE, FL

The project includes improvements to the Venice City Hall campus. A new 2-story Fire Station will replace the existing Fire Station, and a new 4,500 SF expansion will be added onto the City Hall. Other improvements include reorganizing City Hall departments within the footprint, ADA and security upgrades. Site work will include hardscaping, landscaping, secure parking areas, new central energy plant and generator to serve the campus. The project is currently in schematic design phase. Shirley serves as Interior Designer.

SARASOTA INTERNATIONAL AIRPORT RESCUE FIRE FACILITY - SARASOTA, FL

Sweet Sparkman has been contracted to provide professional services for the planning and design of the Airport Rescue and Fire Fighting (ARFF) Building renovation at the Sarasota Bradenton International Airport. The firm is responsible for the preparation of reports, schedules, surveys, phasing, and safety diagrams for the rehabilitation of the existing structure. The scope of work will include preliminary conceptual design through construction documentation. Shirley served as Interior Designer.

LONGBOAT KEY FIRE STATIONS #91 AND #92 - LONGBOAT KEY, FL

Sweet Sparkman has been contracted to perform design and construction administration for the (2) Fire Stations on Longboat Key. Sweet Sparkman provided a conditions assessment report with recommendations on how to correct items that were deficient and the challenges with expansion or new construction on the existing site. The Town needs to renovate these Fire Stations and bring it up to a standard equivalent to a modern day Fire Station in terms of space, layout, equipment and hurricane hardening. Shirley served as Interior Designer.

SARASOTA COUNTY FIRE STATION #8 - SARASOTA, FL

Fire Station #8 is a 20,760 SF station which will include the Special Operations Building. Although the general architectural form of the building was intended to share a similar character as Sarasota County Fire Station #1, there was an opportunity to modify the architectural appearance through materiality to better relate contextually with the location at the Celery Fields. Shirley served as Interior Designer.

CHARLOTTE COUNTY FIRE STATION #10 - PLACIDA, FL

Sweet Sparkman Architects is providing design services for this Palm Island Fire Station. Currently in design, the new (2) bay Fire Station will accommodate (2) full time staff and up to (5) staff when required. The Station will have a small training area and meet all FEMA and barrier island design requirements. Shirley served as Interior Designer.

THOMAS A. HAGOOD, JR., PE, SI

KARINS ENGINEERING GROUP | STRUCTURAL ENGINEER



EDUCATION

Vanderbilt University, Nashville, TN, M.S.C.E.
University of Alabama, Tuscaloosa, AL, B.S.C.E.

REGISTRATIONS

Professional Engineer - FL #51786
Special Inspector of Threshold Buildings - FL #1166

PROJECT EXPERIENCE

- Sarasota County Fire Station #21
- Sarasota County Fire Station #23
- Sarasota County Fire Station #12*
- Sarasota County Fire Station #14*
- Sarasota County Fire Station #16*
- Sarasota County Fire Station #17*
- Sarasota County Fire Station #1*
- Largo Fire Station #45*
- Cape Coral Fire Station #2*
- Cape Coral Fire Station #3*
- Cape Coral Fire Station #4*
- Cape Coral Fire Station #8*
- Cape Coral Fire Station #11*
- Captiva Fire Station*
- Brighton Forestry & Wildland Fire Station - Seminole Tribe of FL, Brighton Reservation, FL*
- East Manatee Fire Station #5, Lakewood Ranch, FL*
- North River Fire Stations #2 - Manatee County, FL*
- North River Fire Stations #4 - Manatee County, FL*
- North River Fire Stations #6 - Manatee County, FL*
- Bonita Springs Fire Station #4*
- Bonita Springs Fire Station #1*
- City of Sarasota Police Department Headquarters*
- Sarasota County 911/EOC Public Safety Building*
- City of Palmetto New Police Headquarters
- City of North Port Fire and Administration Building*

**Experience Prior to Karins Engineering*

JAY DIMERCURIO, PE, SI

KARINS ENGINEERING GROUP | STRUCTURAL ENGINEER



EDUCATION

Tufts College of Engineering-Boston, MA -
B.S.C.E.

REGISTRATIONS

Professional Engineer - FL #54446
Special Inspector of Threshold Buildings - FL #2021

PROJECT EXPERIENCE

- Palmetto Police Headquarters - Palmetto, FL
- Highlands County Fire Station #36 - Lake Placid, FL
- Lealman Fire Station #19 - St. Petersburg, FL
- Sarasota County Fire Station #21 Renovation Preliminary Design Study
- Sarasota County Fire Station #23
- Sarasota County Fire Station #12*
- Sarasota County Fire Station #14*
- Sarasota County Fire Station #16*
- Sarasota County Fire Station #17*
- Captiva Fire Station*
- Brighton Forestry & Wildland Fire Station - Seminole Tribe of FL, Brighton Reservation, FL*
- East Manatee Fire Station #5, Lakewood Ranch, FL*
- North River Fire Stations #2 - Manatee County, FL*
- North River Fire Stations #4 - Manatee County, FL*
- North River Fire Stations #6 - Manatee County, FL*
- Bonita Springs Fire Station #4*
- Bonita Springs Fire Station #1 Renovation*
- City of Sarasota Police Department Headquarters*
- Sarasota County 911/EOC Public Safety Building*
- City of Palmetto New Police Headquarters
- Highlands County Sheriff's New Headquarters, Sebring, FL*
- Highlands County Jail Addition and Renovations, Sebring, FL*
- Savannah Federal Courthouse, Savannah, GA*
- Pulaski State Prison, Hawkinsville, GA*
- DEA/ATF Facility, Birmingham, AL*
- US Department of State Consulate, Mazar A. Sahrif, Afghanistan*
- Savannah Federal Courthouse, Savannah, GA*

**Experience Prior to Karins Engineering*

GREGORY F. BOWEN, PE, LEED AP BD+C

ENGINEERING MATRIX | MECHANICAL ENGINEER



EDUCATION

B.S.M.E., University of South Florida, 1989

REGISTRATIONS

Professional Engineer FL #55064 Mechanical,
1994, Fire Protection, 2005
LEED® AP BD+C, 2006

PROJECT EXPERIENCE

CITY OF ST. PETE BEACH

- City Hall Building Evaluation
- Police Department Building Evaluation

PINELLAS COUNTY

- Lealman Fire Station #19
- SPC Fire Training Center Upgrades
- Seminole Fire Station #32
- Seminole Fire Station #30 Renovations and Hardening
- Seminole Fire Station #31 Hardening
- Seminole Fire Station #31 Cursory Assessment

SARASOTA COUNTY

- Sarasota County Fire Station #14
- Sarasota County Fire Station #3

HILLSBOROUGH COUNTY

- Fishhawk Fire Station #44
- Armwood Fire Station #4
- Riverview Fire Station #16
- Plant City Fire Station #25
- Bloomingdale Fire Station #7
- North Tampa Fire Station #14 Remodel and Addition
- Ruskin Fire Station #17
- Seffner Mango Fire Station #18

PASCO COUNTY

- Hudson Fire Station #42
- Watergrass Fire Station #38
- Wesley Chapel Fire Station #13
- Holiday Fire Station #12
- New Port Richey Fire Station #30
- Zephyrhills Fire Station #2 Renovation

JOSHUA S. WIDES, PE

ENGINEERING MATRIX | ELECTRICAL ENGINEER



EDUCATION

B.S.E., University of Florida, 2003

REGISTRATIONS

Professional Engineer FL #69258
Electrical, 2009

PROJECT EXPERIENCE

CITY OF ST. PETE BEACH

- City Hall Building Evaluation
- Police Department Building Evaluation

PINELLAS COUNTY

- Lealman Fire Station #19
- SPC Fire Training Center Upgrades
- Seminole Fire Station #32
- Seminole Fire Station #30 Renovations and Hardening
- Seminole Fire Station #31 Hardening
- Seminole Fire Station #31 Cursory Assessment

SARASOTA COUNTY

- Sarasota County Fire Station #14
- Sarasota County Fire Station #3

HILLSBOROUGH COUNTY

- Fishhawk Fire Station #44
- Armwood Fire Station #4
- Riverview Fire Station #16
- Plant City Fire Station #25
- Bloomingdale Fire Station #7
- North Tampa Fire Station #14 Remodel and Addition
- Ruskin Fire Station #17
- Seffner Mango Fire Station #18

PASCO COUNTY

- Hudson Fire Station #42
- Watergrass Fire Station #38
- Wesley Chapel Fire Station #13
- Holiday Fire Station #12
- New Port Richey Fire Station #30
- Zephyrhills Fire Station #2 Renovation

KEVIN H. SCOTT, PE

TIERRA | GEOTECHNICAL ENGINEER



EDUCATION

University of South Florida,
BS - Civil Engineering, 2000

REGISTRATIONS

Professional Engineer FL #65514
National Society of Civil Engineers

PROJECT EXPERIENCE

FIRE STATION EXPERIENCE

- Proposed South Pasadena Fire Station Site, Pinellas County
- Repair Main Fire Station Building 105, NAS Jacksonville, Duval County
- Pasco County Fire Station #38
- Pasco County Fire Station #13 Emergency Signalization
- Pasco County Fire Station #12 Emergency Signalization
- Hillsborough County Fire Station #16 Replacement
- Pasco County Fire Station #30 Emergency Fire Signal Relocation
- Pasco County Fire Station #15 Emergency Signal Poles
- Pasco County Fire Station #16 Emergency Signal Poles
- Pasco County Fire Station #23 Emergency Signal Poles
- Pasco County Fire Station #37 Emergency Signal Poles
- Pasco County Fire Station #39 Emergency Signal Poles

REGIONAL PROJECT EXPERIENCE

- St. Pete Beach Library Pavement Improvements
- St. Pete Beach Parking Lot Expansion
- Treasure Island Causeway
- Taxiway C Rehabilitation, Albert Whitted Airport
- Taxiway T Rehabilitation, St. Petersburg-Clearwater International Airport
- Bandes Office Due Diligence
- Dunedin Gateway
- Dunedin Isles
- City of Gulfport: Skate Park
- City of Gulfport: Parking and Pedestrian Trail
- City of Tarpon Springs: CR 582 from W. of S. Huey Avenue
- City of Treasure Island: Causeway, Pavement Evaluation
- PSTA Operations and Maintenance Facility Pavement Failure
- Raymond H. Neri Community Park
- Skycrest Reclaimed Water Expansion

THOMAS E. MUSGRAVE, PE

TIERRA | GEOTECHNICAL ENGINEER



EDUCATION

University of South Florida,
BS - Civil Engineering, 2011

REGISTRATIONS

American Society of Civil Engineers
American Concrete Institute

PROJECT EXPERIENCE

FIRE STATION EXPERIENCE

- Pasco County Fire Station #38
- Pasco County Fire Station #13 Emergency Signalization
- Pasco County Fire Station #12 Emergency Signalization
- Hillsborough County Fire Station #16 Replacement
- Pasco County Fire Station #30 Emergency Fire Signal Relocation

REGIONAL PROJECT EXPERIENCE

- St. Pete Beach Library Pavement Improvements
- St. Pete Beach Parking Lot Expansion
- Districtwide Scour Evaluation for Bridges with Unknown Foundations Contract, Districtwide
- SR 54, from East of CR 577 (Curley Rd.) to East of CR 579 (Morris Bridge Rd.), Pasco County
- I-75 (SR 93) South of Fowler to South of Bruce B. Downs, Roadway and Bridge, Hillsborough County
- District VII Districtwide Geotechnical Contract, Districtwide

- I-4 / Crosstown Connector Segment 3C, from 7th Avenue to the Crosstown Expressway including Connections to 22nd Street, Hillsborough County
- SR 574 (MLK Jr. Blvd.) from Kingsway Rd. to McIntosh Rd., Hillsborough County
- Districtwide Geotechnical Engineering Services - SR 687 Improvements, Pinellas County
- SR 694 (Gandy Boulevard) from 40th Street North to East of SR 93 (I-275), Pinellas County
- Interlaken Road from Gunn Highway to Interlaken Drive, Pasco County
- Lake Patience Road from Oakstead Subdivision to US 41, Pasco County
- SR 54 at Madison Street Signalization, Pasco County
- Turn Lanes on Chancey Road for Double Branch Elementary School, Pasco County
- San Martin Boulevard over Riviera Bay Bridge Project Development & Environment (PD&E) Study, Pinellas County

SHELBY HUGHES, PE

KIMLEY HORN | PROJECT MANAGER



EDUCATION

Bachelor of Science, Civil Engineering
University of Florida

REGISTRATIONS

Professional Engineer in Florida
American Water Works Association (AWWA)
American Society of Civil Engineers (ASCE)
National Association of Sewer Service
Companies (NASSC)

PROJECT EXPERIENCE

- St. Pete Beach General Engineering Services, St. Pete Beach, FL
- Pump Station 1, 2, & 3, St. Pete Beach, FL
- Lift Stations 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, & 17, St. Pete Beach, FL
- Force Main 3, 8, 9, & 16 Replacement, St. Pete Beach, FL
- Inflow and Infiltration Report and Model Capacity Report, St. Pete Beach, FL
- Force Main Assessment Report, St. Pete Beach, FL
- Emergency Preparedness Plan, St. Pete Beach, FL
- Phase I Coastal Resiliency Plan and Phase II Vulnerability Assessment, St. Pete Beach, FL
- State Revolving Fund (SRF) Planning Documents and Application, St. Pete Beach, FL
- Florida Department of Environmental Protection (FDEP)
- Resilience Planning Grant Application, St. Pete Beach, FL
- North Force Main Extension and Hotel District Lift Station 1, St. Pete Beach, FL
- South Force Main Extension, St. Pete Beach, FL
- Comprehensive Plan and Land Development Code Regulatory Review and Update, St. Pete Beach, FL
- Asset Management Program, St. Pete Beach, FL
- Multimodal Transportation Plan, St. Pete Beach, FL
- Crystal Lagoons Beachwalk, St. Johns County, FL
- Lake Nona Landing, Orlando, FL
- Heron Creek, Northport, FL
- West River Master Plan, Tampa, FL
- Meridian Mixed Use Improvements, City of Tampa, FL
- Water Street Communications Corridor, City of Tampa, FL

DAWN DODGE, PE, LEED AP

KIMLEY HORN | CIVIL ENGINEER



EDUCATION

Bachelor of Science, Civil Engineering
University of Florida

REGISTRATIONS

Professional Engineer in Florida
Leadership in Energy and Environmental Design
Accredited Professional (LEED AP)
Urban Land Institute (ULI)

PROJECT EXPERIENCE

- Lealman Regional Stormwater Facility, Pinellas County, FL
- New Largo City Hall, Largo, FL
- City Hall, Zephyrhills, FL
- St. Petersburg Pier Approach Design, St. Petersburg, FL
- St. Petersburg Shore Acres Recreation Center, St. Petersburg, FL
- Straz Center for Performing Arts Expansion, Tampa, FL
- St. Petersburg 2nd Avenue Roadway Design, St. Petersburg, FL
- Channel District Parking and Streetscape Design, Tampa, FL
- Sims Park Redesign, New Port Richey, FL
- Library Parking Lot, Zephyrhills, FL
- Perry Harvey Park, City of Tampa, FL
- Skyhouse Channelside, Tampa, FL
- Frances Park Restroom, New Port Richey, FL
- City of Zephyrhills Stormwater Pond, Zephyrhills, FL
- Mehlenbacher Road Sidewalk, Pinellas County, FL
- Lower Bee Branch Bypass Drainage Study, Pinellas County, FL
- Ditch Erosion Repair, Pinellas County, FL
- Palm Harbor Drainage Improvements, Palm Harbor, FL
- Academy Prep Improvements, St. Petersburg, FL
- Hilton Downtown Tampa Streetscape Improvements, Tampa, FL
- Greystone Skilled Nursing Facility, St. Petersburg, FL

DAVID FLANAGAN, PLA, ASLA

KIMLEY HORN | LANDSCAPE ARCHITECT



EDUCATION

Bachelor of Landscape Architecture,
Iowa State University

REGISTRATIONS

Professional Landscape Architect in Florida
American Society of Landscape Architects (ASLA)

PROJECT EXPERIENCE

- Fire Station #8, St. Petersburg, FL*
- Fire Station #44, Clearwater, FL*
- Fire Station #45, Clearwater, FL*
- Fire Station #16, Pasco County, FL*
- St. Petersburg Pier Approach Design, St. Petersburg, FL*
- St. Petersburg Shore Acres Recreation Center, St. Petersburg, FL
- New Largo City Hall, Largo, FL
- Straz Center for Performing Arts Expansion, Tampa, FL
- Tampa Riverwalk Extension to North Boulevard Bridge, Tampa, FL*
- Northeast Sports Complex, St. Petersburg, FL*
- Water Works Park North Entry Plaza, Tampa, FL*
- Lee Roy Selmon Greenway Park Enhancements, Tampa, FL
- Westshore Boulevard Franklin Street Offices and Streetscape, Tampa, FL
- Union Central District Plan, St. Petersburg, FL
- Central Avenue Streetscape and Urban Design, St. Petersburg, FL
- Armature Works, Tampa, FL
- Dome District Streetscape, St. Petersburg, FL
- Parkshore Plaza, St. Petersburg, FL
- Sundial Promenade, St. Petersburg, FL

**Denotes Projects Completed by David Prior to Joining Kimley-Horn*



ADDITIONAL EXHIBITS



CONSIDERATIONS FOR COST CONTROL



Merging scope and budget is always a challenge for publicly funded projects. As the first task of this project entails conceptual design with cost estimating for the pursuit of grant funding, we understand that budgeting is even more critical to this project than most. Sweet Sparkman has developed the necessary cost control considerations to meet the requirements of the project with the highest quality and value for the cost.

COST ESTIMATING, COST CONTROL, AND CONSTRUCTABILITY REVIEWS

The design team will control costs utilizing the following controls and techniques:

- Sweet Sparkman will work closely with the City of St. Pete Beach staff at the onset of the project to confirm the project budget and to provide an Opinion of Probable Cost at each design deliverable phase.
- Use of Sweet Sparkman's FTP site for shared critical information
- Use of a BIM model for design and construction documentation will help ensure accurate and thorough documentation of project scope for estimating purposes. This method utilizes BIM to detect systems design overlap and avoids costly construction delays.
- Sweet Sparkman will review the Construction Manager's cost estimates at project milestones and modify the design accordingly before proceeding into the next phase of work.
- City of St. Pete Beach staff review and comment on cost analysis and reports will be integral as the design progresses.
- Sweet Sparkman, in partnership with the Construction Manager, will be responsible for cost control during the evaluation and preparation of plans and specifications, providing periodic cost reports that reflect multiple local subcontractor inputs, including a set of pricing budgets for any City of St. Pete Beach recommended alternates.

VALUE ENGINEERING AND COST SAVING OPTIONS

The Sweet Sparkman team provides the ideal combination of relevant experience, expert engineering, and proven cost control management techniques. We achieve quality through rigorous planning, coordination, supervision, technical direction, and the use of appropriately skilled professionals.

Our team views Value Engineering (V/E) as a continuous evaluation and comparison process that occurs throughout the design and construction of a project. V/E yields maximum benefit when programmed into the early planning stages of the project. Therefore in the early planning phases of the project, our team will review the advantages and disadvantages of possible systems and solutions with the entire project team. This facilitates informed decisions based on factors including maintenance requirements and service life, as well as cost. As the design of the project progresses the materials and systems selected are re-evaluated to confirm that they represent maximum value for the project. During the construction phase of the project, contractor originated value engineering items are evaluated.

Cost Savings and Value Engineering decisions will ultimately be made by the City of St. Pete Beach Project team. Our role as Architect of Record is to ensure you have all the data and experience to make an informed decision that relates to your individual Station and Staff.

COST SAVING COMPONENTS

Our recent involvement in Fire Station design has provided us insight into the following potential cost saving options:

- Apparatus Bay Doors: Options include overhead sectional doors vs. coiling doors vs. "quick-acting" four-fold doors. Although the four-fold doors are the fastest operating doors, the costs can be as much as 4 x the cost of overhead sectional doors.
- Generator: Consider "load shedding" the generator to reduce KW or consider non-essential fixtures or equipment that can be removed. The generator will be the costliest piece of equipment and a reduction in KW can result in significant construction cost savings.
- Design for wind speed: A decision on the designed wind speed. Late decisions on enhancing the structural system can have adverse effects on the schedule and budget.
- Trench drains vs. Floor drains: Draining the Apparatus Bays is essential but there are several different systems that offer ease of maintenance and can result in lower initial costs. The design team can evaluate each based on our experience.
- Kitchen design: Will the kitchen be classified as commercial vs. residential.
- Technology: Although the initial cost for enhanced technology maybe higher, there are long-term cost benefits for such upgrades. Lighting and HVAC controls can reduce energy costs and provide a Return on Investment in a short period of time. Our design team will evaluate the benefit for enhanced technology.
- Daylight dimming: This technology uses daylight sensors to control artificial lighting levels based on the availability of daylighting in the space.
- Efficient equipment: The selection of ENERGY STAR rated Equipment such as refrigerators, water heaters, televisions and other major appliances. Equipment that has earned the ENERGY STAR rating helps eliminate wasted energy through special power management features.
- Efficient lighting: The selection of ambient light fixtures with lower lighting power density combined with the use of appropriate task lighting.
- Optimized envelope: Optimizing the thermal (insulation and infiltration) performance of the opaque envelope (walls, roof and window frames).
- Optimized HVAC: The use of energy recovery heat exchangers and improved HVAC equipment thermal efficiency.
- Optimized orientation: Optimizing the orientation of the building form and sizing of window-wall ratios on different facades to augment both optimal envelope thermal performance and optimal glazing.
- Optimized shading: Selecting shading devices based on a balance of solar penetration, daylighting and envelope thermal performance for both heating and cooling seasons.
- Optimized thermal mass: Using floor, wall and slab constructions with heavy weight masonry while keeping the R-value constant to mitigate the effect of very hot and very cold weather on the building's indoor temperature.





We integrate current design thinking and knowledge regarding sustainability, resilience, and community. Sustainable design is a tenement of our Firm's design approach. From site planning to build commissioning and measurement verification, Sweet Sparkman understands the holistic approach to designing buildings that minimize the carbon footprint on the environment. Our Firm has designed five (5) LEED Silver certified Fire Stations. We are currently in the construction phase of two (2) additional Fire Stations, scheduled to achieve a LEED Silver certification under LEED v4.

- Sarasota County Fire Station #1 - LEED Silver
- Sarasota County Fire Station #12 - LEED Silver
- Sarasota County Fire Station #14 - LEED Silver
- Sarasota County Fire Station #16 - LEED Silver
- Sarasota County Fire Station #17 - LEED Silver
- Sarasota County Fire Station #8 - Awaiting Certification
- Sarasota County Fire Station #13 - Awaiting Certification

When planning and designing Fire Stations, Sweet Sparkman Architecture and Interiors focuses on "business-driven solutions." The resulting facilities sustain the mission and operations while benefiting the environment. We recognize that the cost of developing these facilities goes far beyond the initial capital costs, and optimizing long-term operational costs is a critical element in early decision-making. Designing a sustainable project will significantly reduce the energy and maintenance costs of the facility. Sweet Sparkman incorporates sustainable practices into every project:

- Reducing natural resource consumption
- Reducing building operating costs, optimize life-cycle financial performance, increase building valuation, and reduced liability
- Enhancing occupant comfort and improving occupant performance
- Minimizing the strain on local infrastructure and improving the overall quality of life

In our approach to the planning and design of public safety facilities, we look at sustainable design in three key ways:

- **SUSTAINABILITY OF MISSION** - The planning, design, detailing, and systems selection for the facility serves your mission, goals, and objectives for safety, security, program delivery, and treatment.
- **SUSTAINABILITY OF OPERATIONS** - The planning and design of the facility supports sustainable operations in terms of annual staffing and costs
- **SUSTAINABILITY OF THE ENVIRONMENT** - A design that reflects the basic tenet that "buildings should step lightly on the earth," based both on the impact of construction and annual energy consumption.

The primary energy loads for the building will be for HVAC mechanical systems and lighting. The significant variability in occupancy suggests that variable speed fans and compressors, and occupant sensing will be the most cost-effective way to reduce energy consumption. Mechanical systems that will provide the best indoor air quality for the public is a significant factor in any community facility, and we take this role as the fundamentals of HVAC design. Energy and cost-saving may include the following:

- Solar Domestic Water Heating
- Low Water Consumption fixtures
- High Energy HVAC equipment
- Energy Recovery Ventilation

DESIGN FOR REDUCTION IN CANCER RISKS

Cancer rates are higher among fire fighters. Fire scenes are a high health hazard. Toxic materials and diesel exhaust are known as carcinogens and common products of combustion. Fire Stations are collection points and suffer from skin contact from the combustibles and off-gassing. It is our responsibility as architects to acknowledge these risks and design fire stations that minimize the exposure of fire fighters and EMS personnel to the carcinogens.

Some ways to reduce cancer risk through design are:

- Identify: Hot Zone, Transition Zone, Cold Zone
- Diesel Exhaust Extraction
- Isolate Extractor/Equipment
- Isolated Decontamination
- Sinks for hand washing
- Floor mats at transition zone
- Isolated Bunker Gear
- Hose Storage (offgassing)
- CO Sensors

Sweet Sparkman is very aware of the Florida House of Representative's Bill that was under review at the State level for the Diesel Exhaust Capture System-Mandate. Sweet Sparkman also attends national design conferences for fire station design to stay up-to-date with the design trends to keep fire-fighters safe and provide efficient designs.

As a result of Sweet Sparkman's extensive Fire Station design experience, there have been many lessons learned and information that is critical to be passed on from project to project. When a client works with the firm, they gain the benefit of that knowledge in order to create an efficient, cost effective, functional design.

Sweet Sparkman takes research and an evidence-based approach to every project component. Our firm is passionate about Fire Station design and Public Safety facilities. The White Paper on the following pages of this submission, published in Fire Chief Magazine's August 2020 Issue, exemplifies our dedication to sharing our knowledge with the Fire Community.



WHITE
PAPER



□ What is the most important aspect of planning for a new fire station? Put it in the right location. That's the No. 1 issue I've seen with [municipalities when] building fire stations – they go where land is cheapest. This is too strategic of a capital purpose to put it in the wrong location.² □

FIRE STATION DESIGN

PROVIDING PUBLIC SAFETY AND CIVIC PRIDE

INTRODUCTION

At first glance, it may seem as though designing a fire station is an easy enough task. You take a couple of boxes, put them together, then park vehicles in one and house people in the other. In truth, that supposition is far from correct. Fire station design actually is a lot more intricate, with each component critical to the whole.

It also comes with a great deal of responsibility, both to the community the station serves and the First Responders who serve the community from that facility. Similar to a town hall or a library, fire stations are symbols of public safety and a source of civic pride for a community. In addition, it should be a tribute to those willing to risk their lives for others, giving them a “home away from home” that demonstrates respect for their profession and enables them to do their jobs efficiently and effectively. And all must be done within a municipal budget and amidst a web of regulatory requirements.

A GROWING NEED

Of the nation's 50,000 or so fire stations, 21,230 (43 percent) are more than 40 years old, representing an 11 percent increase in aging infrastructure over the past 15 years.¹ Also, as noted by Todd Sweet of Sweet Sparkman Architecture and Interiors in Sarasota, Florida: “Any fire station more than five years old likely will not meet current building codes. This is important as these are essential facilities and need to withstand significant storm events.” In addition, population growth is requiring new building and the changing nature of fire services is demanding new uses of those buildings.

WHITE PAPER



From the Firefighter Cancer Support Network's white paper, "Taking Action Against Cancer in the Fire Service": The design of fire stations, whether for new construction or renovation, must include such standard design features as state-of-the-art equipment and systems for adequate air flow, removal and capture of carcinogens and particulates, appropriate location and ventilation of storage rooms for contaminated PPE and other equipment, washer-extractor and gear-drying equipment, as well as clear separation of living quarters from the apparatus floor. In short, architects should be working to design cancer out of fire stations. Responsible elected and appointed officials should require this type of expertise when hiring design professionals for fire stations.⁷

Major Trends Driving Design

Times change, and so do fire stations. Each generation of design must accommodate new perspectives and actualities. Today, several trends are changing the way fire stations look and function and how they are to be built or retrofitted.

Women in the Fire Services

Today, some 11,000 women work as career firefighters and officers, with perhaps 40,000 in the volunteer, paid-on-call, part-time and seasonal sectors, according to Women in the Fire Service, Inc.,³ and concerted efforts are being made in jurisdictions nationwide to up those numbers. In addition, the Bureau of Labor Statistics reports that about a third of emergency medical services personnel are female, with outreach reportedly seeking to further improve gender (as well as racial) diversity. This movement of women into these professions has necessitated "gender-friendly" design in accommodations, with separate hygiene and sleeping facilities.

Fitness and Training

The inclusion of a fitness room in fire and emergency services facilities is now standard practice, according to the Federal Emergency Management Agency (FEMA).⁴ This phenomenon is an acknowledgement not only of the difficult physical challenges faced by responders but also the fact that many injuries and illnesses can be eliminated or minimized if individuals are physically fit. For instance, the agency reports, many of the sudden cardiac and stroke deaths occur in responders who are not physically fit. Thus, it is considered essential that these workers have access to strength, cardio and flexibility training.

Job training and skills practice equipment also are must-haves in new firehouse construction, according to architect Sweet. "From a freestanding fire tower to rooftop repelling, municipalities want to give their emergency responders the tools they need to stay sharp."

Evolution of Services

The mission of the fire department when most U.S. stations were built was, of course, firefighting. Today, only 4 percent of runs made by fire departments actually involve fire, according to the NFPA, rendering them primarily emergency medical providers. Whether this shift involves cross-training of firefighters or separate units of responders, it brings up issues of storage and space allocation.

According to U.S. Fire Administration, factors to be considered include: Special storage requirements (e.g., secure spaces for narcotics, refrigerated medical supplies); possible routine handling of medical gases (oxygen); possible segregation of station alerting system (fire vs. EMS); possible differences in shift length/separate quarters; and differences in vehicle requirements.

Today's fire departments are taking on growing roles in other areas, as well, including homeland security planning, community health and, in some cases, transportation planning,⁵ and these and other new functions must be incorporated in the overall design thinking.

Decreasing Number of Volunteer Firefighters

For some time, there has been a marked decrease in the number of volunteer firefighters. Reasons cited range from people with too much on their plates already to increasing requirements of the job to a growing number of people who work outside the community in which they live. Two-wage-earner homes also is cited, explaining a related phenomenon – a decrease in women volunteers. Whatever the cause, it is unlikely to change, and fire stations must be able to support 24/7 residence by responders.

Station-Related Illness

Station-related illnesses are widespread, with chemical, biological and environmental exposure contributing to cardiovascular, cardiopulmonary and respiratory diseases – including cancer, the leading illness in U.S. fire stations.⁶ Fire and EMS personnel are constantly exposed to carcinogens at the scene of a fire. They also bring particulates back with them to join those already in the station, including polycyclic aromatic hydrocarbons, polybrominated diphenyl ethers and polychlorinated biphenyls. Diesel exhaust, an Occupational Safety and Health Administration-confirmed carcinogen, also has been said to be a causative factor in the high rates of cancer. Not surprisingly, more and more states are passing presumptive laws in an attempt to stem the increasing rate of cancer in the fire services.

Putting It All Together

Lives depend on a well-designed fire station. Planning the design of this facility requires that many components are thought through carefully. Some of these fundamental items include a stations' particular service area, equipment and apparatus, day-to-day operations and needs for staff.

WHITE
PAPER



Today, only 4 percent of runs made by fire departments actually involve fire, according to the NFPA, rendering them primarily emergency medical providers. Whether this shift involves cross-training of firefighters or separate units of responders, it brings up issues of storage and space allocation.

It all starts with siting, which is more than finding vacant land at a good price. It has to relate to service area and reflect community goals for the facility. Ideally, when rebuilding, that site is nearby the original structure. An architect should be part of the site selection team, helping stakeholders to evaluate options and pointing out any impediments.

And, throughout, it's a matter of resilience in buildings that must withstand the tests of time and natural forces. When a natural disaster strikes, it is critical that fire stations remain standing, capable of meeting community needs with minimal interruption in service. Some stations are adding safe rooms for additional protection of individuals. This resilience extends beyond the unusual; it incorporates how well the structure can stand up over time to weather-related and other environmental challenges of its specific location.

For those and other considerations, said Sweet, it's a matter of asking the right questions and knowing what to do with the answers. For instance:

- ▶ **Life Safety:** Does the layout provide the best solution for dispatching personnel and EMS staff safety and quickly to calls?
- ▶ **Operational Efficiency:** What are the most efficient and inefficient aspects of the current facilities? What are its storage needs? Focus on correcting what does not work and maintaining what does.
- ▶ **Technology Integration:** How to incorporate antenna and or satellite radio systems building security (cameras, card readers, logging of visitors etc.), as well as apparatus exhaust systems, alerting systems, telephone and data hubs.
- ▶ **Daily Operations:** A lot goes on in a day – and night at the station. From optimal gear access in case of emergency to report writing to bunk arrangement, every potential activity must be accommodated.
- ▶ **Acoustics:** What rooms require special acoustic treatment? Consider proper adjacency of rooms requiring acoustic separation.
- ▶ **Disaster Response and EOC Rollover:** Does the facility require standalone or partial operations during hurricanes or other natural disasters? What are the back-up requirements (duration and scope of operation) for running on emergency standby power during this time?
- ▶ **Parking and Vehicular Circulation:** Are there adequate parking facilities for staff changeover? Is there training at the facility requiring additional overflow parking? Does the site / design allow for safe ingress/egress of apparatus from and to the building?

WHITE
PAPER



Station-related illnesses are widespread, with chemical, biological and environmental exposure contributing to cardiovascular, cardiopulmonary and respiratory diseases – including cancer, the leading illness in U.S. fire stations.

- **Cost control:** Are there project procurement procedures, such owner-provided construction management, that can assist in cost control?
- **Future Space Needs:** Consider expansion of staff, service areas and timing for such expansion. Consider amount of land available.
- **Cold Zone vs. Transition Zone vs. Hot Zone:** Provide separate areas for decontamination so firefighters can properly decontaminate themselves upon return to the station without bringing potential carcinogens into the living quarters.

The list, of course, goes on.

Conclusion

Building or retrofitting a fire station comes with a great deal of responsibility. The many practicalities and mandates inherent in such a project must be balanced with aesthetics and features that bring pride to the community, promote service excellence and create a pleasant, livable, safe “home away from home” for personnel.

That’s a tall order when dependent on government budgets, Sweet explained. “It’s about finding the sweet spot,” he continued. “We always want it to be about the best possible use of available funds. We love the challenge and the opportunity to create an iconic building for a community.”

Sweet Sparkman Architecture and Interiors

Sweet Sparkman Architecture and Interiors is a multi-disciplinary architecture and planning firm specializing in community-oriented projects and high-end residential, as well as interior design. Since its beginnings as Sweet Sparkman Architects in 2004, the award-winning firm has designed and permitted more than 20 fire facilities. For more information, visit sweetsparkman.com.

Resources

- ¹ New NFPA research report shows 43 percent of U.S. fire stations are 40+ years old, with an estimated total cost of \$70 to \$100 billion to replace, National Fire Protection Association press release, September 3, 2019, <https://www.nfpa.org/News-and-Research/Publications-and-media/Press-Room/News-releases/2019/Research-report-shows-43-percent-of-US-fire-stations-are-40-years-old>
- ² Q&A: The No. 1 issue in building a fire station? Location., Fire Chief Digital Edition, Summer 2017, <https://www.firerescue1.com/station-design/articles/qa-the-no-1-issue-in-building-a-fire-station-location-ZotTqjRIGIsdOs1u/>
- ³ About Women in Fire, Women in the Fire Service, Inc., <https://www.womeninfire.org/about-us/>
- ⁴ Safety and Health Considerations for the Design of Fire and Emergency Medical Services Stations, FEMA, May 2018, https://www.usfa.fema.gov/downloads/pdf/publications/design_of_fire_ems_stations.pdf
- ⁵ Your Image of a Firehouse Is Probably Wrong, governing.com, April 10, 2017, <https://www.governing.com/topics/transportation-infrastructure/gov-firehouses-redesigned.html>
- ⁶ Safety and Health Considerations for the Design of Fire and Emergency Medical Services Stations, FEMA, May 2018, https://www.usfa.fema.gov/downloads/pdf/publications/design_of_fire_ems_stations.pdf
- ⁷ Ibid

TESTIMONIALS



KIM HUMPHREY, LEED AP, GGP, FMP
PROJECT MANAGER - CAPITAL PROJECTS
SARASOTA COUNTY GOVERNMENT

"Today, Sweet Sparkman continues to be a professional service provider for Sarasota County Government working on a broad range of projects. Their communication skills, attention to detail and ability to bring innovative ideas to resolves issues of budget, schedule and project scope have made them a highly-regarded consultant. It is my pleasure to recommend Sweet Sparkman based on the successful experience I have had working with this firm."



RICH DICKERSON
FIRE CHIEF (RETIRED)
CAPTIVA ISLAND FIRE CONTROL DISTRICT

"Understating that it takes highly qualified personnel to maintain good relationships, Sweet Sparkman has provided exceptional staff that stays involved and accessible throughout a project."



JERRY KNIGHT
FIRE CHIEF (RETIRED)
BOCA GRANDE FIRE CONTROL DISTRICT

"I, as a consultant to the Boca Grande Fire Control District, worked for the District on the Boca Grande Fire Station. The firm displayed creativity in design and extreme patience in working with the owners in the design and development stages. The follow through was in my judgment outstanding, especially in the area of attention to detail."



OLIVER CLARKE
PROJECT PLANNING AND CONSTRUCTION
CITY OF CAPE CORAL

"Cape Coral has hired this firm repeatedly. Their work is consistently reliable, high quality, high value, and on time. I have worked with many architectural firms over the years, this is one of the best. I highly recommend them."



KELLY KIRSCHNER
MAYOR
CITY OF SARASOTA

"We are very proud of this building. It is another example of excellent architecture produced by local architects. The City of Sarasota is renown for its architecture and Sweet Sparkman Architects has given us another landmark."

LETTER OF RECOMMENDATION



City of Cape Coral

January 18, 2007

Mr. Todd Sweet
Sweet Sparkman Architects, Inc.
2051 Main Street
Suite 119
Sarasota, Florida 34237

Dear Todd:

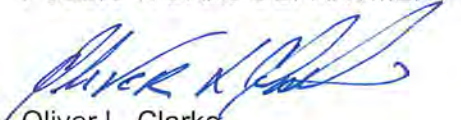
Fire Stations #3, #4, and #8 were completed in 2006 several months ahead of schedule and within the originally approved budget. This was a particularly formidable achievement since the City decided shortly after construction began to upgrade the design wind survivability to handle 150mph / 1.15 importance factor category 5 storms which necessitated extensive re-design and construction changes.

This accomplishment required exceptional teamwork from the Sweet Sparkman Architecture design team and Lodge Construction. Extensive re-design was completed for both increased survivability and cost savings measures to help fund the increased survivability. Permit revisions in several stages were expedited in a matter of days without interruption of construction progress. The team responded to these demands with foresight and integrity, responding to many unreasonable requirements in a timely and effective manner.

I would like to express my sincere appreciation to you, James, and the entire Sweet Sparkman team for this exceptional support.

Sincerely,

PUBLIC WORKS DEPARTMENT


Oliver L. Clarke
Civil Engineer IV
Project Planning and Construction

Public Works Department • Administration • City of Cape Coral • P.O. Box 150027 • Cape Coral, Florida 33915-0027
(239) 242-3200 • Fax (239) 574-0732 • <http://www.capecoral.net>

Co-County Seat - Lee County, Florida

LETTERS OF RECOMMENDATION



August 8, 2017

Mr. Todd M. Sweet, AIA, LEED AP
Sweet Sparkman Architects
2168 Main St.
Sarasota, FL 34237

Re: City of Largo - Fire Station #43

Todd,

In this business, all great successes are a team effort, and as we near completion of Fire Station #43, I want to thank you for the quality of work thus far. It has been a true pleasure working with you and Karl and all of your engineers. Your design skills speak for themselves, and it is equally clear to us that you lead with - and have instilled throughout your company - a strong ethic of partnering and working together for the benefit of the owner. And for that, we thank you.

You took a project with a lengthy planning period and tremendous community sensitivity and handled it very well. The new building will be an invigorated, high performing facility that will serve the Fire District for many years to come. We are honored to work with you on it and look forward to the ribbon cutting.

Our project team led by Steve Hill and Mark Kulig take great pleasure in working with you as did Jim Cacini through preconstruction. We regard your firm as one of the finest we are privileged to work with and look forward to a long and mutually rewarding relationship.

With great respect,

A handwritten signature in blue ink that reads "Joshua Bomstein" followed by a horizontal line.

Joshua Bomstein
President



Captiva Island Fire Control District

14981 Captiva Drive; P.O. Box 477, Captiva, Florida 33924 Phone: (239) 472-9494 Fax: 472-0247



July 20, 2015

Sweet/Sparkman Architects
Todd Sweet
2168 Main St.
Sarasota, FL 34237

On behalf of the Board of Commissioners I would like to personally thank you for the refreshments provided to the District for our fire station grand opening. We had a great turnout from the community and we really appreciate Gwen and Michelle making this event.

Our residents and visitors were very impressed with the facility and the architectural lines of the building. This structure will serve the community for many years to come.

Please don't hesitate to call if you need assistance or letters of recommendation from the Fire District.

Best regards,

A handwritten signature in black ink, appearing to read "Rich Dickerson", followed by a long horizontal line.

Rich Dickerson
Fire Chief

LETTERS OF RECOMMENDATION

From the Desk of Jerry G. Knight

December 12, 2017

To whom it may concern,

Good Day;

The purpose of this letter is to introduce you to Sweet Sparkman Architects Inc. I, as a consultant to the Boca Grande Fire Control district, worked for the District on the Boca Grande Fire Station. Todd Sweet was one of the principal contacts and supervising architect on the project. Todd Sweet displayed creativity in design and extreme patience in working with the owners in the design and development stages. The follow through was in my judgement outstanding, especially in the area of attention to detail. We had regular meetings that worked out the day-to-day problems that inevitably occur and made the necessary adjustments before they became a crisis. He worked with the District to provide for the direct purchase of the larger items during the construction process, which took advantage of the tax exempt status of the District and saved the District and taxpayers significant amounts of money.

I am pleased to report to you that the Boca Grande Fire Station sustained essentially no damage from Hurricane Charlie that passed through that area, while significant damage was experienced on the island to other properties. I attribute this to the design and engineering that Todd Sweet oversaw in the process of the project.

Todd Sweet, Jerry Sparkman and several other staff members have started a new company called **Sweet Sparkman Architects Inc.** and are experienced in Fire Station design needs and construction.

It is my sincere recommendation that Sweet Sparkman Architects Inc receive your favorable consideration for your fire station project and that their eagerness to provide you with a high quality Fire Station will not leave you and your Department disappointed.

Sincerely,

Jerry G. Knight, Retired Fire Chief

City of St Petersburg Fire Department

The Fire Management Network



SARASOTA COUNTY

"Dedicated to Quality Service"

To whom it may concern:

I have worked with Sweet Sparkman Architects since 2008 when the firm was contracted under a continuing service agreement with Sarasota County to provide design services for six (6) new restroom and concession facilities for the Parks and Recreation Department,

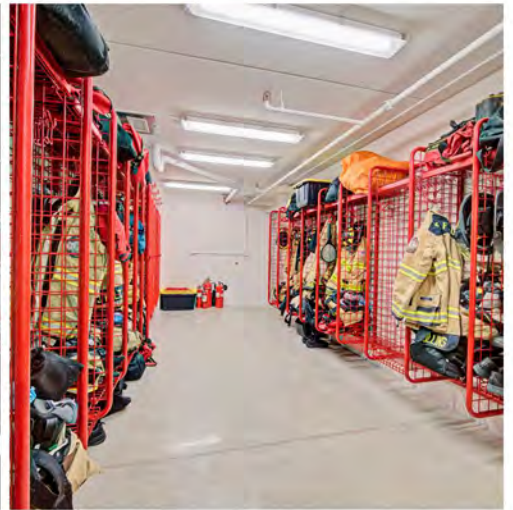
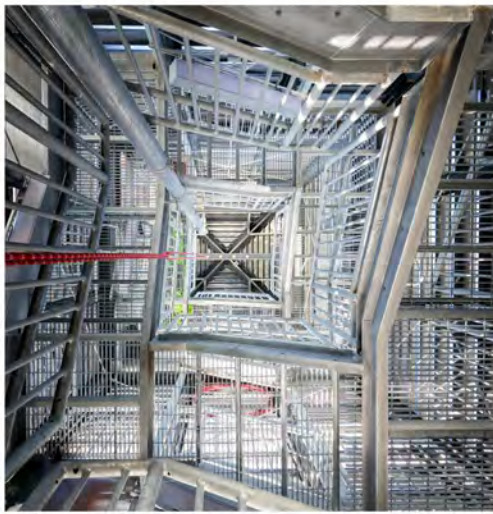
These complex projects included a strong focus on sustainability, Owners with varying points of opinion, and challenging coastal and building department requirements. Sweet Sparkman Architects met each of these challenges with passion and dedication to the projects. The group of "park pavilions" has not only served their intended use well, but they have gone on to win both local and State of Florida AIA Award of Excellence for New Work.

Today, Sweet Sparkman Architects continues to be a professional service provider for Sarasota County Government working on a broad range of projects. Their communication skills, attention to detail and ability to bring innovative ideas to resolves issues of budget, schedule and project scope have made them a highly-regarded consultant.

I am currently working with Sweet Sparkman Architects on the design and construction of four (4) new Fire Stations for Sarasota County, which will be LEED certified. It is my pleasure to recommend Sweet Sparkman Architects for continuing architectural services based on the successful experience I have had working with this firm.

Sincerely,

Kimberly Humphrey, LEED AP, GGP, FMP
Sarasota County, Capital Projects, Facilities
1001 Sarasota Center Blvd.
Sarasota, FL 34286



THANK YOU!

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

TODD M. SWEET, AIA, LEED AP
2168 MAIN STREET, SARASOTA, FL 34237
941.952.0084; TSWEET@SWEETSPARKMAN.COM

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the sixth day of November in the year two thousand twenty four.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727-363-9251

and the Architect:
(Name, legal status, address and other information)

Sweet Sparkman Architects, Inc. S-Corporation
1819 Main Street, Suite 400
Sarasota, Florida 34236
941-952-0084

for the following Project:
(Name, location and detailed description)

City of St. Pete Beach New Fire Station #22, Phase 3. Located at the corner of 20th Avenue and Pass-A-Grille Way in the National Register listed Historic Pass-A-Grille District. See Exhibit D for a detailed description of the project.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1199208310)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit D: Pre-Design and Programming Report dated January 2023.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Reconstruction of the City of St. Pete Beach Fire Station #22 to be located at the corner of 20th Avenue and Pass-A-Grille Way in the National Register listed Historic Pass-A-Grille District. The new fire station will be based on the Pre-Design and Programming Report dated January 2023.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

See Exhibit A – Fee Schedule. For purposes of calculating the design fee, the construction budget is estimated to be \$9,021,875.00 +/- . This will need to be verified by the Owner's selected Construction Manager.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

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User Notes:

(1199208310)

.1 Design phase milestone dates, if any:

Schematic Design	Complete
Design Development	February 2025 (phase completion)
Construction Documents	May 2025 (phase completion)
Bidding/Permitting/GMP	July 2025 (estimated – CM to confirm)

(Estimated durations include intermittent Owner review periods and Construction Manager (CM) cost estimating.)

.2 Construction commencement date:

August 2025 (estimated – Construction Manager to confirm)

.3 Substantial Completion date or dates:

July 2026 (estimated – Construction Manager to confirm)

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Management at Risk.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

LEED Silver certification.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Chief James Kilpatrick, Fire Chief
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727-363-9251

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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.1 Geotechnical Engineer:

Provided by Architect under Phase 1 – previously engaged.

.2 Civil Engineer:

Retained by Architect under Supplemental Services.
Kimley Horn and Associates

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Todd M. Sweet, AIA, LEED AP, President / Principal
Sweet Sparkman Architects, Inc.
1819 Main Street, Suite 400
Sarasota, FL 34236
941-952-0048

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Karins Engineering Group, Inc.
1626 Ringling Boulevard
Suite 400
Sarasota, FL 34236
941-927-8525

.2 Mechanical Engineer:

Engineering Matrix, Inc.
2860 Scherer Drive
St. Petersburg, FL 33716
727-573-4656

.3 Electrical Engineer:

Engineering Matrix, Inc.
2860 Scherer Drive
St. Petersburg, FL 33716
727-573-4656

§ 1.1.11.2 Consultants retained under Supplemental Services:

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Kimley-Horn and Associates, Inc. – Civil and Landscape Architecture
Two Trails, Inc. – LEED Administration, Commissioning and Sustainability
Humiston & Moore Engineers– Erosion / Scour Assessment
Engineering Matrix, Inc. – see Exhibit A for list of supplemental services to be provided.

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Paragraph deleted.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

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than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services (Previously Completed)

(Paragraphs deleted)

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 Paragraph deleted.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known

deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or

procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect – (previously completed)
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Architect – (previously completed)
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering and permitting services	Architect – See Exhibit C
§ 4.1.1.9 Landscape architecture (code minimum)	Architect – See Exhibit C
<i>(Row deleted)</i>	
§ 4.1.1.10 Architectural interior design	Architect – See Exhibit B
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Architect (post construction walk-thru)
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/ Data Design	Architect – See Exhibit B
<i>(Row deleted)</i>	
§ 4.1.1.22 Security evaluation and planning	Architect – See Exhibit B
§ 4.1.1.23 Commissioning	Architect – See Exhibit B
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 (LEED Consultation)	Architect – See Exhibit B
§ 4.1.1.25 Fast-track design services	Not provided

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§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture selection	Architect – See Exhibit B
<i>(Row deleted)</i>	
§ 4.1.1.29 Public meetings (3 mtgs.) (allowance)	Architect – See Exhibit B
<i>(Row deleted)</i>	
§ 4.1.1.30 Fire suppression / Fire alarm	Architect – See Exhibit B
§ 4.1.1.31 Erosion / Scour assessment	Architect – See Exhibit B
§ 4.1.1.32 Lighting protection design services	Architect – See Exhibit B
§ 4.1.1.33 Rooftop solar PV design	Architect – See Exhibit B
§ 4.1.1.34 Signage / Wayfinding design	Architect – See Exhibit B
§ 4.1.1.35 Audio visual systems integration design	Architect – See Exhibit B
§ 4.1.1.36 Models and renderings (allowance)	Architect – See Exhibit B

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Exhibit B.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Refer to Exhibit B – Description of Supplemental Services.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor.
- .2 Fourteen (14) visits to the site by the Architect during construction.
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 One (1) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs.

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The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 Paragraph deleted.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

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other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Refer to Exhibit A – Fee Schedule

- .2 Percentage Basis
(Insert percentage value)

N/A (N/A) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Refer to Exhibit A – Fee Schedule

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated on a lump sum cost basis or hourly – Refer to Exhibit A – Professional Hourly Billing Rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

or to be negotiated on an as-needed basis.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:
(Row deleted)

Design Development Phase	thirty	percent (	30	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Hourly Rate (\$0.00)
Sweet Sparkman Architects, Inc.	
Senior Principal	\$235.00
Principal	\$210.00
Project Manager	\$185.00
Project Architect	\$165.00
Project Designer	\$130.00
Designer / CAD technician	\$ 95.00
Interior Designer	\$165.00
Clerical / Procurement	\$ 90.00
Kimley-Horn and Associates, Inc.	
Analyst I	\$120.00 - \$150.00
Analyst II	\$160.00 - \$185.00
Professional	\$185.00 - \$215.00
Senior Professional I	\$240.00 - \$310.00
Senior Professional II	\$335.00 - \$400.00
Senior Technical Support	\$110.00 - \$290.00
Technical Support	\$100.00 - \$165.00
Support Staff	\$ 80.00 - \$135.00
Engineering Matrix, Inc.	
Principal Engineer	\$205.00
Senior / Registered Engineer	\$175.00
Engineer	\$155.00
Senior Designer	\$125.00
Construction Administrator	\$100.00
Designer / Draftsperson	\$ 95.00
Administrative Assistant	\$ 85.00
Karins Engineering Group, Inc.	
President, CEO, Founder	\$425.00
Vice President	\$300.00
Branch Manager, Engineer in Responsible Charge	\$250.00
Senior Engineer / Senior Project Manager	\$225.00
Project Manager / Project Engineer	\$200.00
Junior Engineer / Junior Project Manager	\$120.00
Certified Building Official	\$150.00
Senior Field Technician / Senior Inspector	\$120.00
Field Technician / Inspector	\$100.00
Drafter	\$125.00
Clerical	\$ 90.00
Expert Witness Services other than On-Site Work	\$425.00

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Expert Witness Services On-Site Work	\$200.00
Two Trails	
Primary Consultant	\$125.00
Secondary Consultant	\$ 85.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of N/A (\$ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Init.

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, SWEET SPARKMAN ARCHITECTS, INC. IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL, EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☒ [X] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below;
(Insert the date of the E204-2017 incorporated into this agreement.)

June 13, 2023

☒ [X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Fee Schedule and Hourly Rates

Exhibit B – Description of Supplemental Services

Exhibit C – Description of Civil/Landscape Consulting Services

Exhibit D – Pre-Design and Programming Report dated January 2023

- .4 Other documents:

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User Notes:

(1199208310)

Init.

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Nicole Kurant, Engineer
Public Works, City of St. Pete Beach

(Printed name and title)


ARCHITECT *(Signature)*

Todd M. Sweet, AIA, LEED AP
President / Principal of Sweet Sparkman Architects,
Inc. / License No. AR0015832

(Printed name, title, and license number, if required)

Init.

/

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User Notes:

(1199208310)

Exhibit A - Fee Schedule

Estimated Building Costs

New Fire Station (11,125 SF x \$775.00/SF +/-)	\$8,621,875.00
Site Work	\$400,000.00
Total Construction Budget * this is a budget and needs to be verified by the Construction Manager. Does not include contingency nor escalation.	\$9,021,875.00 +/-

1. Basic Services (New Fire Station & Support Structure)

7.105% x \$8,621,875.00	\$612,584.00
Credit Schematic Design	(\$105,956.00)
	\$506,628.00

Architecture - Included
M/E/P/FP - Included (EMI)
Structural - Included (Karins)

2. Supplemental Services

	Building Programming	Completed
4.1.1.8	Civil Engineering and Permitting Services	\$100,650.00 (KHA)
4.1.1.9	Landscape Architecture (code minimum)	\$11,550.00 (KHA)
4.1.1.10	Architectural Interior Design	\$25,000.00 (SSAI)
4.1.1.17	Post Occupancy Evaluation	\$2,500.00 (SSAI)
4.1.1.21	Telecommunications / Data Design	\$2,750.00 (EMI)
4.1.1.22	Security Evaluation and Planning	\$3,850.00 (EMI)
	Geotech	Completed
4.1.1.23	Fundamental Building Commissioning	\$10,560.00 (Two Trails)
4.1.1.23	Enhanced Building Commissioning	\$5,280.00 (Two Trails)
4.1.1.24	LEED Consultation	
	- Project Administration	\$60,253.00 (Two Trails, EMI, SSAI, KHA)
	- Registration Fee to LEED	\$1,870.00 (Two Trails)
	- Certification Plaque (if requested)	\$550.00 (Two Trails)
	- Energy Modeling	\$13,200.00 (EMI)
4.1.1.28	Furniture Selection	\$15,000.00 (SSAI)
4.1.1.29	Public Meetings (3 mtgs.) (allowance)	\$5,760.00 (SSAI)
4.1.1.30	Fire Suppression / Fire Alarm	\$11,000.00 (EMI)
4.1.1.31	Erosion / Scour Assessment	\$9,900.00 (Humiston & Moore)
4.1.1.32	Lightning Protection Design Services	\$3,300.00 (EMI)
4.1.1.33	Rooftop Solar PV Design	\$6,000.00 (SSAI, EMI)
4.1.1.34	Signage / Wayfinding Design	\$4,000.00 (SSAI)
4.1.1.35	Audio Visual Systems Integration Design	\$3,850.00 (EMI)
4.1.1.36	Models and Renderings (allowance)	\$12,000.00 (SSAI)
		\$308,823.00

Total Professional Fees	\$815,451.00
Reimbursable (Allowance)	\$10,000.00
Design Contingency (to be used only with prior written approval)	\$40,000.00
Total	\$865,451.00

Services Not Included:

- | | |
|---|------------------------------|
| - Threshold Inspection | - Accoustical Consulting |
| - Detailed Cost Estimating | - Off-site road improvements |
| -Prolonged Construction Administrative Services | - As-Built Documentation |

Exhibit B - Description of Supplemental and Additional Services in accordance with 4.1.2

4.1.1.8 / 4.1.1.9 Civil Engineering and Permitting /Landscape Architecture Services: As described in Exhibit C

4.1.1.10 Architectural Interior Design: SSA will provide Interior Design services as required for the project. Appropriate resilient interior finishes will be incorporated into the project.

- Meet with the Owner to assess needs.
- Preparation of new building plans.
- Research material and compile options for Owner review.
- Present color board with selected finishes.
- Conduct up to three (3) meetings with the Owner to review all selected interior materials and finishes.
- Specify specialty lighting, detail interior cabinetry including interior elevations, sections, and details.
- Specification of all interior finishes for wall, floor and ceiling coverings including tile patterns, fabric selections, window treatment.

4.1.1.17 Post Occupancy Evaluation: 11 months after the established date of substantial completion, SSAI will meet with the owner and contractor to walk the site and building to determine if there are any warranty items that need to be addressed. A field report will be issued to document the findings.

4.1.1.21 Telecommunications/Data Design: We assume that the City of St. Pete Beach will utilize the city's own security system, communication vendor and It/Data wiring consultant. Our scope of services will include the incorporation of all required interior and exterior infrastructure into the documents. Design and documentation of the infrastructure for communication systems, multi-function devices, computers, etc. are included. Also included is the coordination and (1) meeting with each vendor to review the plans.

4.1.1.22 Security Evaluation and Planning: We assume that the City of St. Pete Beach will utilize the city's own security system and wiring consultant. Our scope of services will include the incorporation of all required interior and exterior infrastructure into the documents. Design and documentation of the infrastructure for Security cameras, card access systems, etc. The site and building design will incorporate CPTED (*Crime Prevention Through Environmental Design*) strategies where applicable. Also included is the coordination and (1) meeting with each vendor to review the plans.

4.1.1.23 Fundamental Building Commissioning: Commissioning Agent will provide CODE REQUIRED commissioning services in accordance with Florida Building Code 6th Edition (2020), Energy Conservation Section C408 / 2020 International Energy Conservation Code, Section C408.

4.1.1.23 Enhanced Building Commissioning: Commissioning Agent will provide CODE REQUIRED commissioning services in accordance with Florida Building Code 6th Edition (2020), Energy Conservation Section C408 / 2020 International Energy Conservation Code, Section C408.

Enhanced commissioning covers all requirements mentioned in the fundamental commissioning. At the same time, it calls for the appointment of the commissioning authority early in the design phase of the building commissioning process. In addition to this, CxA will perform verification of end user training and will verify the performance of systems after ten months of completion of the project. In enhanced commissioning, CxA will undertake following tasks too:

- Minimum one (1) commissioning design review of the owner's project requirements, basis of design and design documents prior to the mid-construction documents phase and back-check the review comments in the subsequent design submission.
- Review contractor submittals applicable to systems being commissioned for compliance with the owner's project requirements and basis of design. This review must be concurrent with the review of the architect or engineer of record and submitted to the design team and the owner.

- Review of Systems Manual that gives future operating staff the information needed to understand and optimally operate the commissioned systems.

4.1.1.24 LEED Consultation: Consulting services as needed to aid in and certify to the Green Building standards, at the owner's project, described in category as follows: Commercial Buildings. Owner and Consultant understand that presently the target standard is LEED Silver certification in accordance with Section 98-5 – Municipal Buildings of the local land development code. The Project's design shall incorporate elements necessary to obtain certification.

Fees are also included to register the project with USGBC for Commercial Buildings and to obtain the certification plaque. The plaque is an optional expense.

4.1.1.28 Furniture Selection: SSA will provide furniture selection services as required for the project. Appropriate suitable furniture will be selected in accordance with the Owner's requirements.

- SSAI shall select and present all finishes required to be specified on all furniture and furnishings during the design presentations described in the Design Development phase for the Owner's review, comments, and approval.
- SSAI shall coordinate the preparation of a budget estimate with a preferred furniture dealer for the Owner's review.
- Based upon the approved furniture and finish selections, SSAI shall prepare furniture specifications to be provided to the furniture dealer for a final purchase order to the Owner.
- SSAI shall review the furniture dealer's specifications and purchase orders for procurement, fabrication, shipment, delivery and installation of the new furniture and furnishings.
- On behalf of the Owner, SSAI shall monitor the furniture dealer's schedule for shipment of the new furniture/furnishings and coordinate that schedule with the contractor's work.
- SSAI shall review the final placement of all items and inspect for damage and quality of assembly to determine that all furniture and furnishings are delivered and installed accordance with the specifications and shall prepare a punch list of any issues.

4.1.1.29 Public Meetings (allowance): SSA and consultants, at the direction of the City of St. Pete Beach, shall make presentations and provide updates to the public as follows:

- Present to the City Council, including floor plans and elevations.
- Present to the Historic Preservation Board, including plans and elevations.
- Hold a neighborhood public meeting to present the conceptual design. Revise exterior perspective as necessary to address comments resulting from community and/or City Council reviews as directed by the Owner.
- Three (3) public meetings are included with this proposal.

4.1.1.30 Fire Suppression/Fire Alarm:

- Code compliant engineered Fire Sprinkler and Fire Alarm design documents will be prepared for this project.

4.1.1.31 Erosion / Scour Assessment: The design team will contract with Coastal Engineers Humiston and Moore to perform an Erosion/Scour Assessment of the subject parcel with the antiquated structure. The engineer will provide a report with a summary of the analysis to evaluate the potential for storm-related erosion at Fire Station #22 located at 1950 Pass-A-Grille Way in St. Pete Beach Florida. The analysis will determine if the fire station is within the limit of moderate wave action and the level of scour and erosion to be expected during a 100-year storm. The assessment will be based on guidelines from the US Army Corp of Engineers (USACE) and numerical wave modeling. The report provides recommendations for scour/erosion estimation for consideration in the design of the Fire Station foundation system and whether a deepened foundation will be required.

- 4.1.1.32 Lightning Protection Design Services:** In the past, these detailed services were provided by the Lightning Protection subcontractor hired by the Construction Manager. Building Department's are now requiring that these detailed design services be prepared by the Engineering Design Professional. Faraday type of lightning protection system for the structure is included in this contract. The system shall include strike termination devices, interconnecting conductors, a proper grounding system and interconnection with other building grounded systems. The system design shall comply with NFPA Standard #780, the Lightning Protection Institute (LPI) Standard # 175, and Underwriters' Laboratories, Inc. (UL) Standard #96A.
- 4.1.1.33 Rooftop Solar PV Design:** The City of St. Pete Beach has requested the design of the fire station pursue "sustainable sites" credit through LEED Silver certification at the time of building permitting (unless demonstrated to be technically unviable). The design team will incorporate solar photovoltaic design to satisfy LEED credit for renewable Energy Production (EAc5). This will include a preliminary layout of PV panels and the proposed kilowatts generated. Final loads and layout will be coordinated with the Construction Manager's selected PV supplier.
- 4.1.1.34 Signage/ Wayfinding Design:** Site and building exterior/interior wayfinding planning and design are included. Two (2) coordination meetings will be held with the owner for planning purposes. Signage design drawings will be prepared for implementation. The scope includes the design of a building monument sign. On site placement confirmation will also be provided with this service.
- 4.1.1.35 Audio Visual Systems Integration Design:** We assume that the City of St. Pete Beach will utilize the city's own AV consultant/Vendor. Our scope of services will include the incorporation of all required interior infrastructure into the documents. Design and documentation of the infrastructure for AV Systems are included. Also included is the coordination and (1) meeting with each vendor to review the plans.
- 4.1.1.36 Models and Renderings (allowance):** SSAI will provide 3D visualization renderings as needed for interior and exterior spaces. SSAI will provide physical model studies for the Owner to help guide the design process. Renderings will be produced at a quality that allows for large format printouts.

Exhibit C: Civil/ Landscape Architecture Services:

Project Understanding

- The project is anticipated to include replacement of the existing Fire Station 22 building along with associated building utility services, stormwater, and parking infrastructure. The existing fire station is located at 1950 Pass A Grill Way.
- The project site is +/- 0.25 acres in size and is located at the southwest corner of Pass A Grille Way and 20th Avenue one (1) block to the east of Gulf Way.
- It is assumed there are no wetland impacts proposed for the project requiring additional permitting through Southwest Florida Water Management District (SWFWMD) and Florida Department of Environmental Protection (FDEP). It is also assumed that no permitting through the United States Army Corp of Engineers (ACOE) and no permitting seaward of the Coastal Construction Control Line (CCCL) is required for the project.
- Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP) is anticipated.
- Due to the constraints of the site, the minimum zoning requirements will require multiple variances (i.e. setbacks, landscape and buffers, impervious surface ratio (ISR), density). Kimley-Horn will formally submit up to four (4) required variances.
- It is assumed that no off-site utility or stormwater improvements will be necessary for the project.
- Coordination with wire utility companies (power, telecommunications, gas, etc.) will be completed by the Client or the Client's MEP and Electrical engineer.
- Existing Utilities are available onsite or at the property limits and are adequately sized for the proposed development. The proposed water and sanitary system shall tie into the existing services, and no offsite extensions are required.
- Offsite roadway improvements are not anticipated.

- Lighting plan will be provided by the Client's electrical engineer and incorporated into the engineering plans to verify no conflicts.
- Rendered landscape or site plans are not anticipated. Page 2 kimley-horn.com 100 Second Avenue South, Suite 105N, St. Petersburg, FL 33701 727 547 3999
- Topographic, Utility, and Boundary survey is excluded from this contract and has been previously completed.
- It has been assumed that construction phase services will be addressed as an additional service and has not been included in this letter agreement.
- It has been assumed that improvements for the Temporary Fire Station will be exempt from Land Development permitting. Meetings, applications, or plans that may be needed for the exemption is not included in this scope of services. If needed, they will be prepared by the Client or the City or can be provided by Kimley-Horn as an additional service.

4.1.1.8 CIVIL DESIGN AND PERMITTING SERVICES

Kimley-Horn will prepare one (1) set of construction plans and civil specifications pursuant to the approved Preliminary Site Plan. Plans will include, parking, drainage, potable water building service, and wastewater building service. Kimley-Horn will prepare site engineering plans based on the City's submittal requirements for the on-site improvements consisting of the following:

- Cover Sheet and General Notes
- Erosion Control Details · Horizontal Control Plan
- Signing and Pavement Marking Plan
- On-site Paving, Grading and Drainage Plan
- Paving, Grading and Drainage Details
- Utility Plan
- Utility Details

Engineering plans will be provided for review by the Client prior to site plan submittal to the City. Engineering plans will be provided at 30% (SD), 60% (DD/permittable), and 100% CD (all permits received, and consultant coordination completed). Quality control reviews by senior staff will be performed at each interval.

The Engineer will provide an opinion of probable construction costs for the proposed project based on the 30%, 60% and 100% design submittal. Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Kimley-Horn will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Specifications will only be provided with the 100% design submittal.

Kimley-Horn will prepare engineering plans and calculations for submittal to regulatory agencies and for final engineering review by the City. Kimley-Horn will prepare the stormwater management calculations for submittal to the necessary agencies, as required. Kimley-Horn will prepare stormwater hydraulic calculations for pipe sizing as necessary. The grading of the site and the building finish floor elevation will consider FEMA flood elevations and Building Code requirements. Kimley-Horn will coordinate with the Client and Client's MEP for the building utility connection locations and inverts. Kimley-Horn is not responsible for the sizing of the connections which is assumed to be provided by the MEP.

Kimley-Horn will prepare a variance package, inclusive of up to four (4) variance requests, to be submitted to the City for review and approval. Kimley-Horn will attend one (1) Client/City meeting and one (1) City Commission meeting as required for variance approval.

Kimley-Horn will assist the Client in obtaining permitting approvals required for construction. Services will include the following:

- Provide application preparation, correspondence with permitting agencies, and receive and address up to two (2) rounds of reasonable jurisdictional comments to diligently pursue obtaining required permits and approvals for the construction of the project. These may consist of the following:
 - City of St. Pete Beach Site Permit
 - Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit

Kimley-Horn will respond to up to two (2) written request for additional information (RAI) from the above listed agencies. RAI responses will be incorporated into the bid documents. Kimley-Horn will respond to further requests for additional information on an hourly basis at our then current hourly rates.

Responding to requests for additional information from the jurisdictional agencies beyond what is normal and customary, and responding to permitting issues beyond our control which result in site plan modification(s) are outside of this scope of services, and will be provided as needed, as an Additional Service only after prior written authorization by the Client. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services

4.1.1.9 LANDSCAPE ARCHITECTURAL SERVICES

Code Minimum Landscape Architectural Design Services

Kimley-Horn will provide landscape architectural services to prepare code minimum landscape construction documents and specifications (provided as notes on plans) for project elements identified in the Approved Preliminary Site Plan previously completed under a separate contract. These code minimum plans will be submitted as components of the permit application packages to City of St. Pete Beach noted in Task II. Code Minimum Landscape Plans This task will consist of the preparation of code minimum landscape and schematic irrigation plans to be submitted concurrent with the Site Construction plans. Kimley- Horn will revise the code minimum landscape and schematic irrigation plans up to one (1) time based on Client or Agency comments. Plans prepared under this task shall consist of:

1. Planting Plan — Kimley-Horn will develop a landscape plan with a layout of proposed plantings within the parking lot area based on City of St. Pete Beach code requirements. Plans will provide a plant list identifying species, quantities, sizes, locations, and installation details.
2. Schematic Irrigation Plan — Kimley-Horn will develop a schematic irrigation plan to provide coverage areas and anticipated flow rates for the proposed code minimum planting areas. Detailed layout of irrigation heads, mainline and lateral lines will not be provided under this agreement.



St. Pete Beach Fire Station #22

Pre-Design & Programming

January 2023

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



Introduction 3

Boundary Survey & Zoning Analysis 4

Proposed Site Plan 6

Civil Narrative 9

Vulnerability Assessment 10

Geotechnical Survey 11

Building Program..... 12

Proposed Floor Plans 13

Proposed Floor Plans 14

Building Section 17

Conceptual Massing Studies 18

Asbestos Survey 21

Introduction

Sweet Sparkman Architecture and Interiors (SSAI) and consulting engineer Kimley-Horn and Associates have provided conceptual design and programming services for new St. Pete Beach Fire Station no. 22 in the National Register listed Historic Pass A Grille District.

The City of St. Pete beach is seeking to demolish and replace existing Fire Station 22, located at at 1950 Pass-A-Grille Way, with a new “superior modern” fire station facility that is architecturally appropriate for the community.



Historical Overview

The planned St. Pete Beach Fire Station 22 will replace the existing Station 22 located within the National Register-listed Pass-A-Grille Historic District within the city of St. Pete Beach (figure 1).

This 116 acre historical community, which is comprised of the majority of Long Key south of 31st Avenue, has a predominantly low-scale, residential character and mostly consists of small one and two-story masonry or frame homes with a small historic commercial core along Eight Avenue.

Most of the earliest remaining residential architecture built between the 1900's-1930's is characterized by a simple rectangular plan, few embellishments, and a front gable with overhanging eaves (figure 2a). The architectural envelop of these early frame buildings were mostly horizontal pine planks, with occasional shingled ornamentation on the gable ends. Though the form and plans of the buildings stayed relatively consistent through and up to the 1940s, detailing and architectural ornamentation tended to reflect the broader trends of the times, with craftsman/bungalow, and occasional Spanish or other Mediterranean features present. Many had detached garages.

Homes built post-WWII tend to be masonry with stucco or brick veneer, and attached garages or carports became a more prominent feature.

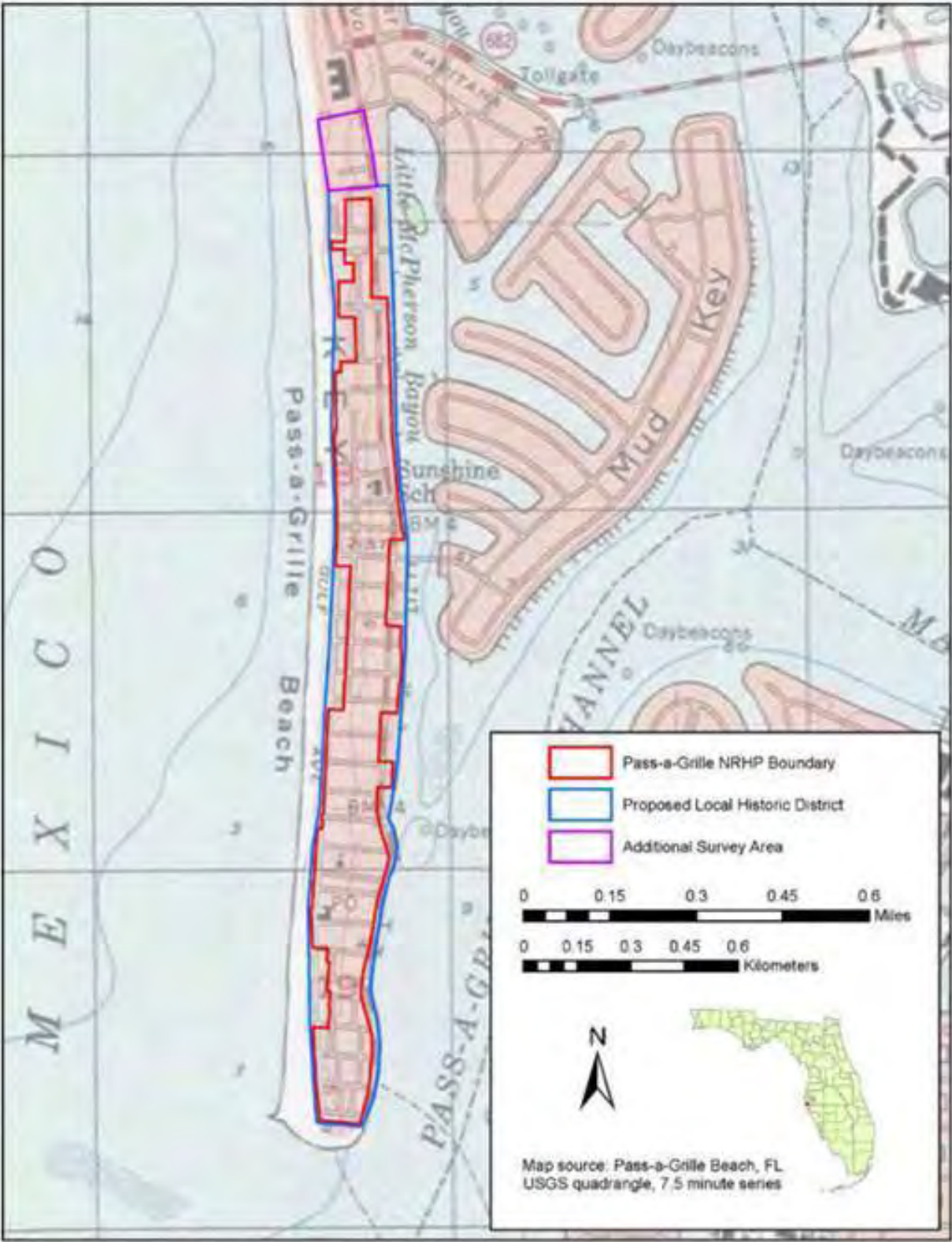


Figure 1: Historic Pass-A-Grille

Residential Land Development

Many, if not most, of the early historical homes tended to maximize their footprint on the lot, with minimal setback on one of the side yards, and a narrow drive aisle to a detached garage in the rear on the opposite side (figure 2a,2b). Those sited adjacent to alleyways tend to build right up to the alley, and some homes are as close as 15 ft to their frontage street. Over time, the lots have only densified further with various outbuildings and modifications such as enclosing the front porches (figure 4), finishing-out the detached garages into guest cottages, and adding carports or new detached garages in place of the former drive aisles (figure 2).

Figure 5 represents an interesting attempt at restoring the character of the original home by un-enclosing the front porch.

Because the lots are small and because the houses and outbuildings tend to cover a significant portion of their respective lots, the community has a close-knit, relatively dense feel considering its scale (figure 6).



Figure 2a: Prototypical Historic Pass-A-Grille Home built c. 1926

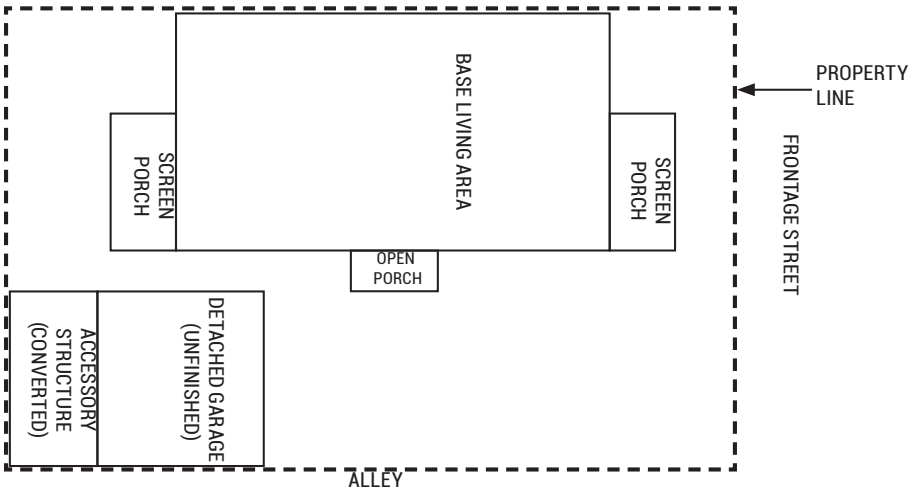


Figure 2b: Prototypical Historic Pass-A-Grille Home built c. 1926 in-situ site plan



Figure 3: Home featuring carport addition



Figure 4: Home featuring enclosed front porch, shingled siding, narrow side drive aisle to enclosed 2-story guest cottage



Figure 5a: Less Common 2 Story Home built 1910 with Recently Restored Front Porch (before)



Figure 5b: Less Common 2 Story Home built 1910 with Recently Restored Front Porch (after)

Commercial Land Development

Commercial buildings on Pass A Grille's historic 8th Ave. also tend to maximize the lot area, with second floors or balconies extending over the public sidewalks providing usable space for tenants and dry, shaded cover for pedestrians. The resulting street space is exciting and pedestrian-friendly, with the buildings providing a arcaded buffer between the sidewalks and the streets.



Figure 6: Buildings along 8th Ave. with 2nd floor balconies or enclosed 2nd floors above sidewalks. Note the proximity of the buildings to the street space.



Figure 7: Eye-Level view down 8th Ave. Looking West.



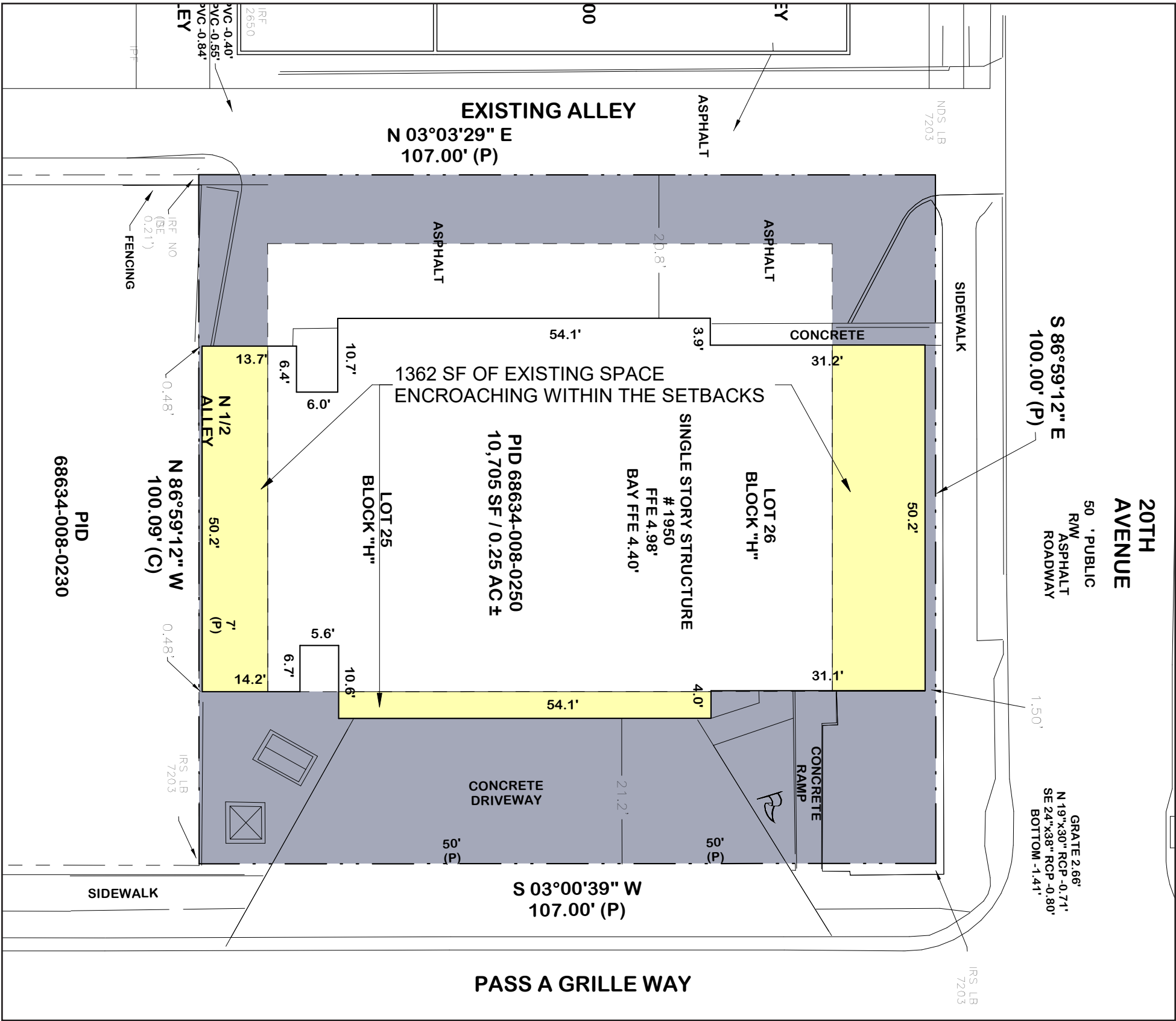
Figure 6a: Figure-Ground Map of Pass-A-Grille bounded by 19th Ave (S), 22nd Ave (N), Gulf Way (W), and Pass A Grille Way (E)



Figure 6a: Figure-Ground Map of Pass-A-Grille bounded by 19th Ave (S), 22nd Ave (N), Gulf Way (W), and Pass A Grille Way (E)

Non-Conforming Setbacks

The existing building does not conform to the current zoning setback requirements of 25ft on Pass-A-Grille Way, 15ft on the North, and 10 ft on the South and West





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REPORT OF GEOTECHNICAL EXPLORATION
PROPOSED FIRE STATION
1950 PASS-A-GRILLE WAY
ST. PETE BEACH, FLORIDA 33706

UES PROJECT NO.:1185.2200159.0000
UES REPORT NO.: 16789

Prepared For:

Sweet Sparkman Architecture and Interiors
2168 Main St
Sarasota, Florida 34237

Prepared By:

Universal Engineering Sciences, Inc.
3018 22nd Avenue South
St. Petersburg, Florida 33712
(727) 209-1500

October 7, 2022

Consultants in: Geotechnical Engineering • Environmental Sciences • Construction Materials Testing • Offices in: Atlanta • Daytona • Fort Myers • Fort Pierce • Gainesville • Jacksonville • Miami • Ocala • Orlando • Palm Coast • Panama City • Pensacola • Rockledge • Sarasota • Tampa • West Palm Beach



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 - St. Petersburg
 - Tampa
 - Tifton
 - West Palm Beach

October 7, 2022

Sweet Sparkman Architecture and Interiors
2168 Main St
Sarasota, Florida 34237

Attention: Mr. Todd Sweet

Reference: **REPORT OF GEOTECHNICAL EXPLORATION**
Proposed Fire Station
1950 Pass-A-Grille Way
St. Pete Beach, Florida 33706
UES Project No.:1185.2200159.0000
UES Report No.: 16789

Dear Mr. Sweet:

Universal Engineering Sciences, Inc. (UES) has completed the subsurface exploration for the above referenced project. The scope of our exploration was planned in conjunction with and authorized by you.

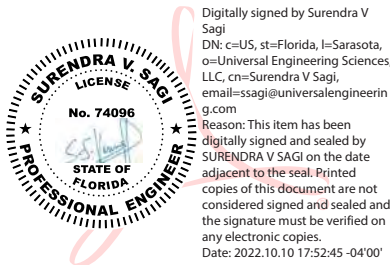
This report contains the results of our exploration, an engineering interpretation of these results with respect to the project characteristics described to us, and recommendations to aid in foundation, grade slab, and pavement design, and site preparation.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, INC.
Certificate of Authorization Number 549

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GENERAL CONDITIONS

Proposed Fire Station Pass-A-Grille
UES Project No.:1185.2200159.0000
October 7, 2022

1.0 INTRODUCTION

1.1 GENERAL

In this report, we present the results of the subsurface exploration for the proposed development. A general location plan of the project appears in Appendix A: Site Location Plan. We have divided this report into the following sections:

- SCOPE OF SERVICES - Defines what we did
- FINDINGS - Describes what we encountered
- RECOMMENDATIONS - Describes what we encourage you to do
- LIMITATIONS - Describes the restrictions inherent in this report
- APPENDICES - Presents support materials referenced in this report.

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

The project under consideration involves the design and construction of a new Fire Station at the referenced address. The existing fire station on-site will be demolished. A site plan was not available at this time. However, we understand the new fire station will be 2 to 3 stories and will cover most of the property. At this time, it is unclear if the proposed construction will be designed with pile foundations or shallow foundations.

Structural loading information is not available at this time. We have assumed maximum column and wall loads of 100 kips and 5 kips per linear foot, respectively.

Our recommendations are based upon the above considerations. If any of this information is incorrect or if you anticipate any changes, inform Universal Engineering Sciences so that we may review our recommendations.

2.2 PURPOSE

The purpose of this exploration was:

- To explore the general subsurface conditions at the sites;
- To interpret and review the subsurface conditions with respect to the proposed construction; and
- To provide geotechnical engineering recommendations for foundation, grade slab, and pavement design, and site preparation.

Recommendations concerning other soil related considerations were beyond the scope of our exploration. This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, if you desire.



Proposed Fire Station Pass-A-Grille
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2.3 FIELD EXPLORATION

The subsurface conditions were explored by drilling and sampling three (3) Standard Penetration Test (SPT) borings (B-1 through B-3) within or near the proposed building footprint to a depth of 50 to 55 feet below the existing ground surface (bgs). The approximate test locations are shown on the attached Boring Location Plan in Appendix A.

We performed the Standard Penetration Test using a track-mounted drill rig utilizing mud rotary procedures according to the procedures of ASTM D-1586, with continuous sampling performed above a depth of 10 feet, to detect slight variations in the soil profile at shallow depths, and then at five-foot intervals thereafter. The basic procedure for the Standard Penetration Test is as follows: A standard split-barrel sampler is driven into the soil by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler 1-foot, after seating 6 inches, is designated the penetration resistance, or N-value; this value is an index to soil strength and consistency.

3.0 FINDINGS

3.1 SITE CONDITIONS

The property is currently developed with an existing fire station.

3.2 SOIL SURVEY-PUBLISHED INFORMATION

The “Soil Survey of Pinellas County, Florida”, published by the United States Department of Agriculture (USDA) - Soil Conservation Service (SCS), was reviewed for general near-surface soil information prior to development within the general project vicinity. The USDA, SCS primary soil mapping group within the proposed project area, and some characteristics and properties are summarized below. The location of these groups can be observed on the SCS Soil Survey Map provided in the Appendix A.

Palm Beach (Soil Group No. 19): Under natural conditions, this soil group consists of fine sand from the surface to a depth of about 80 inches. Based on the soil survey, the water table is more than 80 inches

3.3 SUBSURFACE CONDITIONS

The approximate boring location and more detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Soil Boring Profiles. The classifications and descriptions shown on the logs are generally based upon visual characterizations of the recovered soil samples. Also, see Appendix A: Soils Classification Chart, for further explanation of the symbols and placement of data on the Boring Logs. The following table summarizes the typical soil conditions encountered in the borings.



Proposed Fire Station Pass-A-Grille
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TABLE 1 General Soil Profile		
Typical depth (ft)		Soil Descriptions
From	To	
0	47	Loose to medium fine sand [SP]
47	60*	Stiff sandy clay [CL/CH]
* Termination Depth of Deepest Boring [] Bracketed Text Indicates: Unified Soil Classification		

Variations in the depth, thickness and consistency of the aforementioned soil strata occurred at the individual test boring locations. We encountered groundwater at a depth of 4 to 7 feet bgs in the borings at the time of our exploration.

4.0 RECOMMENDATIONS

4.1 GENERAL

The subject site has been previously developed; therefore, the soil has been previously disturbed. Unsuitable materials were not encountered in our limited subsurface exploration. However, unsuitable materials may be present in these areas and other areas outside of our boring locations. If unsuitable materials such as clay fill, organic soil, or significant amounts of construction debris or other deleterious debris exists at the site then these materials should be completely removed in building and pavement areas plus 5 feet beyond and replaced with structural fill.

The recommendations herein are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the assumed structural loadings, building locations, building sizes, or grading plans change or are different from those discussed previously, we request the opportunity to review and possibly amend our recommendations with respect to those changes.

Additionally, if subsurface conditions are encountered during construction which was not encountered in the borings, report those conditions immediately to us for observation and recommendations.

In this section of the report, we present our detailed recommendations for groundwater control, building foundations, and site preparation.

4.2 GROUNDWATER CONSIDERATIONS

We encountered groundwater at a depth of 4 to 7 feet bgs in the borings at the time of our exploration. The groundwater table will fluctuate seasonally depending upon local rainfall. The normal seasonal high groundwater table (SHGWT) typically occurs in the August-September period at the end of the rainy season. The seasonal high groundwater level is affected by a number of factors, such as drainage characteristics of the soils; land surface elevation, relief points (i.e. drainage ditches, lakes, rivers, swampy areas) and distance to relief points.

Based on our limited subsurface exploration, we estimate the SHGWT to be about 1 foot higher than the levels encountered in our borings. It should be noted that the estimated seasonal high water levels do not provide any assurance that groundwater levels will not exceed these estimated levels during any given year in the future. Should the impediments to surface water drainage be present, or should rainfall intensity and duration, or total rainfall quantities, exceed the normally anticipated rainfall quantities, groundwater levels may exceed our seasonal high estimates.

Due to potential scour, footing embedment depths may be designed below or near the groundwater table. Dewatering may be required in for footing excavations to achieve compaction. Groundwater levels should be maintained at least 18 inches below exposed subgrade during compaction activities.

4.3 SHALLOW FOUNDATIONS

We believe the proposed structures can be supported on conventional shallow foundation provided the site is properly prepared and the foundation loading conditions do not exceed the values outlined earlier in this report. The following parameters may be used for foundation design.

4.3.1 Bearing Pressure

The maximum allowable net soil bearing pressure for shallow foundations should not exceed 2,500 pounds per square foot (psf). Net bearing pressure is defined as the soil bearing pressure at the base of the foundation in excess of the natural overburden pressure. The foundations should be designed based upon the maximum load that could be imposed by all loading conditions.

4.3.2 Foundation Size

The minimum widths recommended for any isolated column footing and continuous wall footing is 24 inches and 18 inches, respectively. Even though the maximum allowable soil bearing pressure may not be achieved, this width recommendation should control the size of the foundations.

4.3.3 Bearing Depth

The exterior foundations should bear at a depth of at least 18 inches below the exterior final grades. We recommend stormwater and surface water be diverted away from the building exteriors, both during and after construction to reduce the possibility of erosion beneath the exterior footings.

4.3.4 Bearing Material

The foundations may bear on either the compacted suitable natural soils or compacted structural fill as recommended in the site preparation of this report. The bearing level soils, after compaction should have compaction to at least 95 percent of the maximum dry density of the bearing soils as determined by ASTM D-1557 (Modified Proctor), to the depth described subsequently in the Site Preparation section of the report. In addition to compaction the bearing soils must exhibit stability and be free of “pumping” conditions. If moisture sensitive soils are encountered and compaction is difficult to achieve, the footings can be treated with dry suitable



material or acceptable crushed aggregate.

After opening, footing excavations should be observed and concrete placed as quickly as possible to avoid exposure of the footing bottoms to wetting and drying. Surface run-off water should be drained away from the excavations and not be allowed to pond. The foundation concrete should be placed promptly after the excavation is made.

4.3.5 Settlement Estimates

Post-construction settlement of the structure will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics of the bearing soils to a depth of approximately twice the width of the footing; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundation; (3) site preparation and earthwork construction techniques used by the contractor, and (4) external factors, including but not limited to vibration from offsite sources and groundwater fluctuations beyond those normally anticipated for the naturally-occurring site and soil conditions which are present.

Our settlement estimates for the structure are based upon the use of successful adherence to the site preparation recommendations presented later in this report and the maximum loading conditions previously discussed. Any deviation from these recommendations could result in an increase in the estimated post-construction settlement of the structure.

Using the recommended maximum bearing pressure, the assumed maximum structural loads, and the field and laboratory test data which we have correlated into the strength and compressibility characteristics of the subsurface soils, we estimate the total settlements of the structure to be 1 inch or less.

Differential settlements result from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. For the foundations prepared as recommended, we anticipate post construction differential settlements of ½-inch or less.

4.3.6 Floor Slabs

The floor slab will be supported on compacted sand and should either be structurally isolated from the other foundation elements or monolithic floor slab adequately reinforced to prevent distress due to differential movements. For building design, we recommend using a subgrade reaction modulus of 150 pounds per cubic inch (pci) which can be achieved by compacting the subgrade soils as recommended in the site preparation procedure. We recommend the use of a sheet vapor barrier such as visqueen beneath the building slab on grade to help control moisture migration through the slab.

4.4 DEEP FOUNDATIONS (As an Alternative)

We understand deep foundations are being considered as an option for this project. Auger cast piles are typically used adjacent to existing structures to minimize vibration movement and prevent damage to the adjacent structures.

4.4.1 Auger Cast Pile Foundations

Pile computations were made by using a static analysis method to estimate ultimate capacity of 14-inch and 16-inch round auger cast piles bearing at several depths below existing grade.

Based on these analyses, a recommended embedment depth and allowable load per pile were developed and are presented in the Table 2. These allowable values include a factor of safety of 2.0 for compression and 2.0 for uplift against computed ultimate values.

TABLE 2 Auger Cast Pile Foundation Recommendations					
Pile Type	Size	* Embedment Depth	Allowable Axial Load Capacity (F.S. = 2.0)	Allowable Uplift Capacity (F.S. = 2.0)	**Lateral Capacity
Auger Cast	14" Diameter	45 feet	15 tons	10 tons	10 tons
		50 feet	20 tons	15 tons	
	16" Diameter	45 feet	22 tons	14 tons	12 tons
		50 feet	25 tons	18 tons	
		55 feet	32 tons	24 tons	
* Depth below existing grade at time of exploration. The pile length would have to be increased as necessary to accommodate the fill height above existing grade.					
** Fixed head condition. With ½ top deflection assuming top of pile at or below finished grade.					

The allowable capacity of pile groups can be taken as the sum of the allowable load capacities of the individual piles in the group, provided the piles are separated by a minimum center to center spacing of 3 pile diameters. The pile embedment depth and capacities indicated are based on a theoretical analysis. A static load test is typically performed according to the procedures of ASTM D-1143 to verify the pile capacity for piles designed for capacities of at least 40 tons. Piles designed for capacities 40 tons or less do not necessarily require a load test if UES monitors and approves the pile installation program.

Auger cast piles shall be installed using a hydraulically powered, continuous flight auger, mounted on hanging or swinging leads, suspended from a crane. After drilling is commenced, the auger shall be advanced at a steady rate, without stalling or overloading the power source. Upon reaching the required depth, the auger shall be raised about 2 feet, while slow positive rotation is allowed. The grout pump shall then be started and pressure shall be built up until the stopper in the discharge outlet at the tip of the auger, is ejected. Pumping shall be continued until a volume equivalent to about 2 feet of pile shaft has been discharged, at which time the auger shall be re-lowered to the original depth.

Upon reaching the original depth, sufficient grout shall be pumped in, while continuing the auger rotation, to create a 3- to 5-foot head of grout above the tip of the auger. This grout head shall be maintained for the duration of the grout placement at each pile location.

After the grout head is established, extraction shall be commenced at a rate consistent with grout supply, maintaining positive rotation of the auger, to retain the drilling spoil and to ensure that the grout fills the entire cross-section. At all times, the volume of grout pumped shall be greater than the theoretical column of the hole created by withdrawal of the auger.

Sequencing of the construction of the auger cast piles shall be planned such that an individual pile is not installed adjacent to a freshly grouted pile. A minimum of 24 hours shall elapse prior to the construction of a pile, located adjacent to a previously constructed pile, which lies closer than 5 feet to the previously constructed pile.

The drilling and grouting of each pile shall be performed as a continuous operation. The auger flights shall be advanced at a steady rate, without stalling. Moreover, the power source shall have sufficient rotary capacity to minimize the volume of soil brought to the surface by the augers, as they are advanced to the design pile depth. This is necessary to minimize the

consequent decompression of the soils, which occurs when the augers withdraw excess soil from the sides of the augered hole.

Grout shall be available for placement immediately following advancement of the augers to the design depth. Excessive rotation of the augers after achieving the design depth shall be avoided. Placement of grout shall commence within 5 minutes after advancement of the augers to the design depth, and shall be performed continuously until the pile is fully grouted.

To help assure that pile foundation systems will perform as required, we recommend that the foundation installation be monitored and reviewed by UES geotechnical engineer or his representative. The installation procedures to be monitored include, but not limited to, grout pump pressures, record number of pump strokes, and sampling of grout for compressive strength and length of pile drilled.

4.5 SITE PREPARATION

We recommend only good practice, site preparation procedures in conjunction with the densification of the upper existing subgrade soils. These procedures include: stripping the site of all existing improvements, vegetation, roots and topsoil, or unsuitable materials and compacting and proof-rolling the exposed subgrade and filling to grade with engineered fill.

A more detailed synopsis of this work is as follows:

1. If required, perform remedial dewatering prior to any earthwork operations.
2. Strip the proposed construction limits of all existing improvements, vegetation, grass, roots, topsoil, organic soils, and other unsuitable or deleterious materials within and 5 feet beyond the perimeter of the proposed building and in all paved areas. Moreover, any existing and/or former below grade elements, such as foundations and utilities should be removed from the limits of the planned building and pavement areas. Resulting excavations should be replaced with compacted fill according to the recommendations provided later in this section of our report.
3. After stripping the site as outlined above in Item #2, the upper soils should be compacted with a heavy vibratory smooth drum roller 10 tons or more with minimum 10 passes in each direction at high frequency and amplitude under the full time observation of UES geotechnical engineer of record or his representative.
4. Compact the subgrade from the surface until you obtain a minimum density of 95 percent of the Modified Proctor maximum dry density (ASTM D-1557), to a depth of 1 foot below existing grade in the building areas.
5. Test the subgrade for compaction at a frequency of not less than one test per 2,500 square feet per foot of depth improvement in the building area.
6. Place fill and backfill material, as required. The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 and 10 percent, but strict moisture control may be required. Place fill in uniform 12-inch compacted lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry density.

7. Perform in-place density tests within the fill at a frequency of not less than one test per 2,500 square feet per lift in the building areas.
8. Compact all footing subgrade to a depth of 1 foot. Additionally, we recommend that you test one out of every four column footings, and one test per every 50 lineal feet of wall footing to verify the required compaction is obtained.

Using vibratory compaction equipment at this site may disturb adjacent and other nearby structures and roadways. We recommend that you monitor adjacent and nearby structures before and during proof-compaction. If disturbance is noted, halt vibratory compaction and inform Universal Engineering Sciences immediately. We will review the compaction procedures and evaluate if the compactive effort results in a satisfactory subgrade, complying with our original design assumptions.

4.6 PAVEMENT

We anticipate that either rigid or flexible pavement section or a combination there of may be used on this project. Flexible pavement combines the strength and durability of several layer components to produce an appropriate and cost-effective combination of available construction materials. Concrete pavement has the advantage of the ability to “bridge” over isolated soft areas, it requires less lighting, and it typically has a longer service life than asphalt pavement.

4.6.1 Asphalt (Flexible) Pavements

We have recommended a flexible pavement section with a 20-year design life for use on this project. Because traffic loadings are commonly unavailable, we have generalized our pavement design into two groups. The group descriptions and the recommended component thicknesses are presented in Table 2: Pavement Component Recommendations. The structural numbers in Table 2 are based on a structural number analysis with the stated estimated daily traffic volume for a 20-year replacement design life.

TABLE 2 Summary of Pavement Component Recommendations				
Traffic Group	Structural Number	Component Thickness (inches)		
		Stabilized Subgrade	Base Course	Surface Course
Parking lots and driveways – standard duty	2.38	8	6	1.5
Parking lots and driveways – heavy duty	3.28	12	8	2.0

The Design Traffic Groups are defined below:

Automobile Parking
lots and driveways -

Standard Duty:

1,000 cars and light panel and pickup trucks per day, (average)

Parking lots and driveways -

Heavy Duty:

gross weight of 4,000 pounds)
Standard duty loading plus; twenty
18-wheel tractor-trailer trucks per
day (H-20 loading)

4.5.1.1 Stabilized Subgrade

We recommend that subgrade materials be compacted in place according to the requirements in the “Site Preparation” section of this report. Further, beneath the base course, stabilize the subgrade materials to a minimum Limerock Bearing Ratio (LBR) of 40, as specified by Florida Department of Transportation (FDOT) requirements for Type B Stabilized Subgrade. The subgrade material should be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D 1557, AASHTO T-180) value.

The stabilized subgrade can be a blend of existing soil or imported material and a stabilizing agent such as limerock or shell. The subgrade should be “free draining” and therefore, clay, marl or other impermeable stabilizing materials should not be used for mixing with the in-place or imported materials. If a blend is proposed, we recommend that the contractor perform a mix design to find the optimum mix proportions.

The primary function of stabilized subgrade beneath the base course is to provide a stable and firm subgrade so that the base can be properly and uniformly placed and compacted. Depending upon the soil type, the subgrade material may have sufficient stability to provide the needed support without additional stabilizing material. Generally, sands with rock or shell should have sufficient stability and may not require additional stabilizing material. Conversely, relatively “clean” sand will not typically provide sufficient stability to adequately construct the limerock base course. Universal Engineering Sciences should observe the soils exposed on the finish grades to evaluate whether or not additional stabilization will be required beneath the base course.

4.6.1.2 Base Course

We recommend the base course consist of approved crushed concrete, limerock or approved base material. The base course material should have a minimum Limerock Bearing Ratio (LBR) of 100 and should be compacted to 98 percent of the Modified Proctor maximum dry density (ASTM D 1557, AASHTO T-180) value.

4.6.1.3 Wearing Surface

The wearing surface should consist of Florida Department of Transportation (FDOT) Type S asphaltic concrete having a minimum Marshall Stability of 1,500 lbs. Specific requirements for Type S asphaltic concrete wearing surface are outlined in the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 2000 Edition.

After placement and field compaction, the wearing surface should be cored to evaluate material thickness and to perform laboratory densities. Cores should be obtained at frequencies of at least one core per 10,000 square feet of placed pavement or a minimum of two cores per day’s production.

4.6.1.4 Effects of Groundwater

One of the most critical factors influencing pavement performance in Florida is the relationship between the pavement subgrade and the seasonal high groundwater level.

Many roadways and parking areas have been destroyed as a result of deterioration of the base conditions and/or the base/surface course bond. We recommend a minimum separation of 18 inches should be maintained between the bottom of the pavement base material and the seasonal high groundwater level. If this separation cannot be established and maintained by grading and surface drainage improvements, it may be necessary to consider the use of underdrains in the pavement areas.

4.6.1.5 Curbing

We recommend that curbing around the landscaped sections adjacent to the parking areas and driveways be constructed with full-depth curb sections. For a concrete pavement subgrade, we recommend an LBR of 40 for the final 6 inches of sandy fill and using extruded curb sections which lie directly on top of the final asphalt level, or eliminating the curbing entirely, can allow migration of irrigation water from the landscape areas to the interface between the asphalt and the base. This migration often causes separation of the wearing surface from the base and subsequent rippling and pavement deterioration. Topsoil placed behind curbing in landscaped areas should be limited to 6 inches vertical thickness within five feet of flexible pavement.

4.6.2 Concrete (Rigid) Pavements

Concrete pavement is a rigid pavement that transfers much lighter wheel loads to the subgrade soils than a flexible asphalt pavement. For a concrete pavement subgrade, we recommend using the existing surficial sands or recommend clean fine sand fill (SP), densified to at least 98 percent of Modified Proctor test maximum dry density (ASTM D 1557), with the following stipulations:

1. Subgrade soils should be densified to at least 98 percent of Modified Proctor test maximum dry density (ASTM D 1557) to a depth of at least two feet prior to placement of concrete.
2. The surface of the subgrade soils should be smooth, and any disturbances or wheel rutting corrected prior to placement of concrete.
3. The subgrade soils should be moistened prior to placement of concrete.
4. Concrete pavement thickness should be uniform throughout, with exception to thickened edges (curb or footing).
5. The bottom of the pavement should be separated from the estimated typical wet season groundwater level by at least 18 inches.

Our recommendations for slab thickness for standard duty and heavy duty concrete pavements are based on a) subgrade soils densified to 98 percent of the Modified Proctor maximum dry density (ASTM D 1557) b) modulus of subgrade reaction (k) equal to 200 pounds per cubic inch, c) a 20 year design life, and d) previously stated traffic conditions in Section 4.4.2. We recommend using the design shown in the follow Table 3 for standard duty concrete pavements.

TABLE 3 STANDARD DUTY CONCRETE PAVEMENT		
Minimum Pavement Thickness	Maximum Control Joint Spacing	Minimum Sawcut Depth
5 Inches	10 Feet X 10 Feet	1¼ Inches

Our recommended design for heavy duty concrete pavement is shown in Table 4 below.

TABLE 4 HEAVY DUTY CONCRETE PAVEMENT		
Minimum Pavement Thickness	Maximum Control Joint Spacing	Minimum Sawcut Depth
7 Inches	12 Feet X 12 Feet	1½ Inches

We recommend using concrete with a minimum 28-day flexural strength (modulus of rupture) of at least 650 pounds per square inch, based on 3rd point loading of concrete beam test samples. Layout of the saw cut control joints should form square panels, and the depth of saw cut joint should be at least ¼ of the concrete slab thickness. The joints should be sawed within six hours of concrete placement or as soon as the concrete has developed sufficient strength to support workers and equipment. We recommend allowing Universal to review and comment on the final concrete pavement design, including section and joint details (type of joints, joint spacing, etc.), prior to the start of construction.

For further details on concrete pavement construction, please reference the “Guide to Jointing on Non-Reinforced Concrete Pavements” published by the Florida Concrete and Products Associates, Inc., and “Building Quality Concrete Parking Areas”, published by the Portland Cement Association.

4.6.3 Construction Traffic

Light duty roadways and incomplete pavement sections will not perform satisfactorily under construction traffic loadings. We recommend that construction traffic (construction equipment, concrete trucks, sod trucks, garbage trucks, dump trucks, etc.) be re-routed away from these roadways or that the pavement section be designed for these loadings.

4.7 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation and pavement subgrades by monitoring proof-rolling operations and performing quality assurance tests on the placement of compacted structural fill and pavement courses.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

5.0 LIMITATIONS

This report has been prepared for the exclusive use of Sweet Sparkman Architecture and Interiors and other designated members of their design/construction team associated with the proposed construction for the specific project discussed in this report. No other site or project facilities should be designed using the soil information contained in this report. As such, UES will not be responsible for the performance of any other site improvement designed using the data in this report.

This report should not be relied upon for final design recommendations or professional opinions by unauthorized third parties without the expressed written consent of UES. Unauthorized third parties that rely upon the information contained herein without the expressed written consent of UES assume all risk and liability for such reliance.

The recommendations submitted in this report are based upon the data obtained from the soil testing performed at the locations indicated on the Boring Location Plan and from other information as referenced. This report does not reflect any variations which may occur between the test locations. The nature and extent of such variations may not become evident until the course of construction. If variations become evident, it will then be necessary for a re-evaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of the variations.

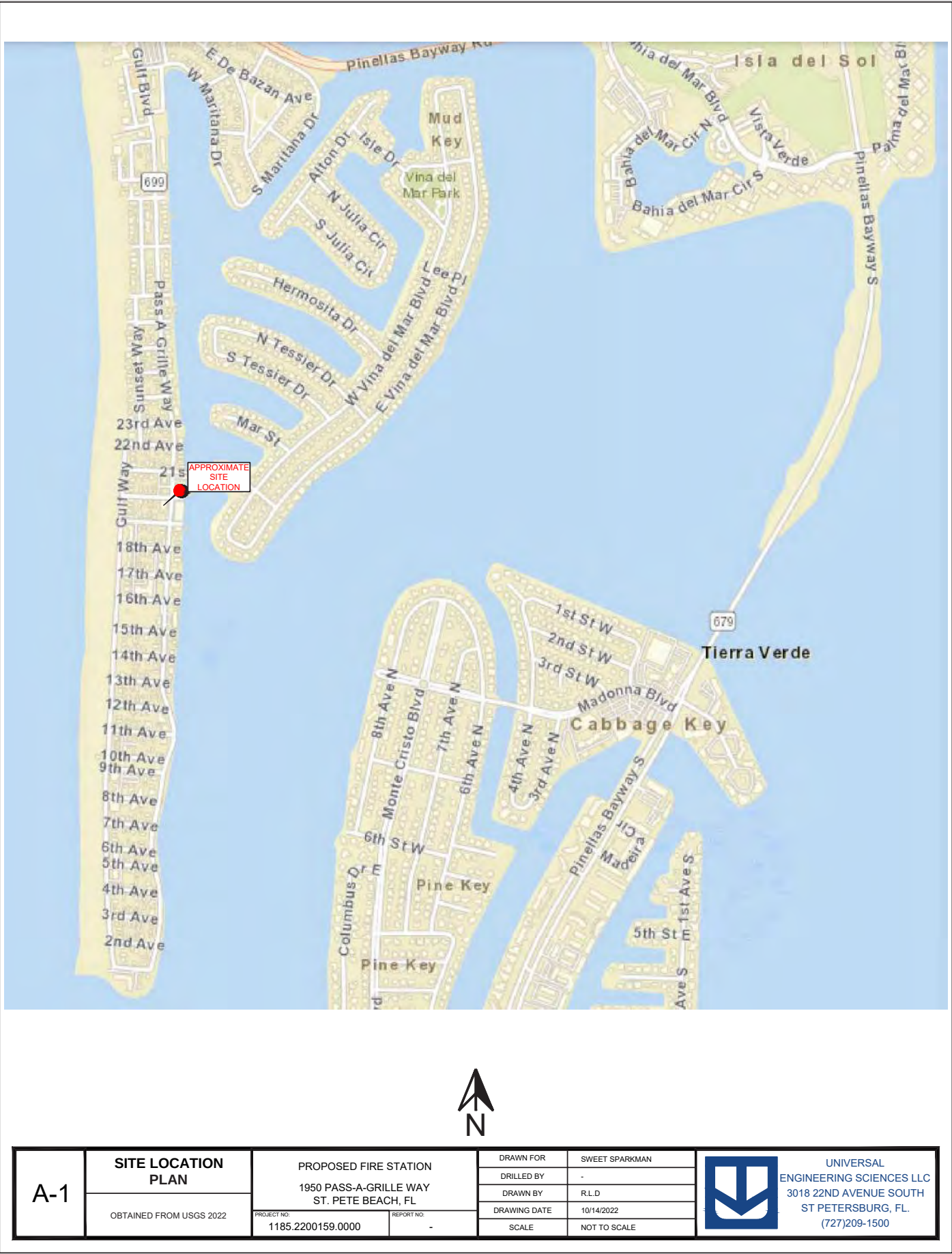
Borings and test locations for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not recommend relying on our subsurface information for estimation of material quantities unless our contracted services specifically include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

All users of this report are cautioned that there was no requirement for UES to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore no attempt was made by UES to locate or identify such concerns. UES cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. A Geoprofessional Business Association (GBA), "Important Information About Your Geotechnical Engineering Report" appears in Appendix B, and will help explain the nature of geotechnical issues.

Further, we present documents in Appendix B: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

APPENDIX A





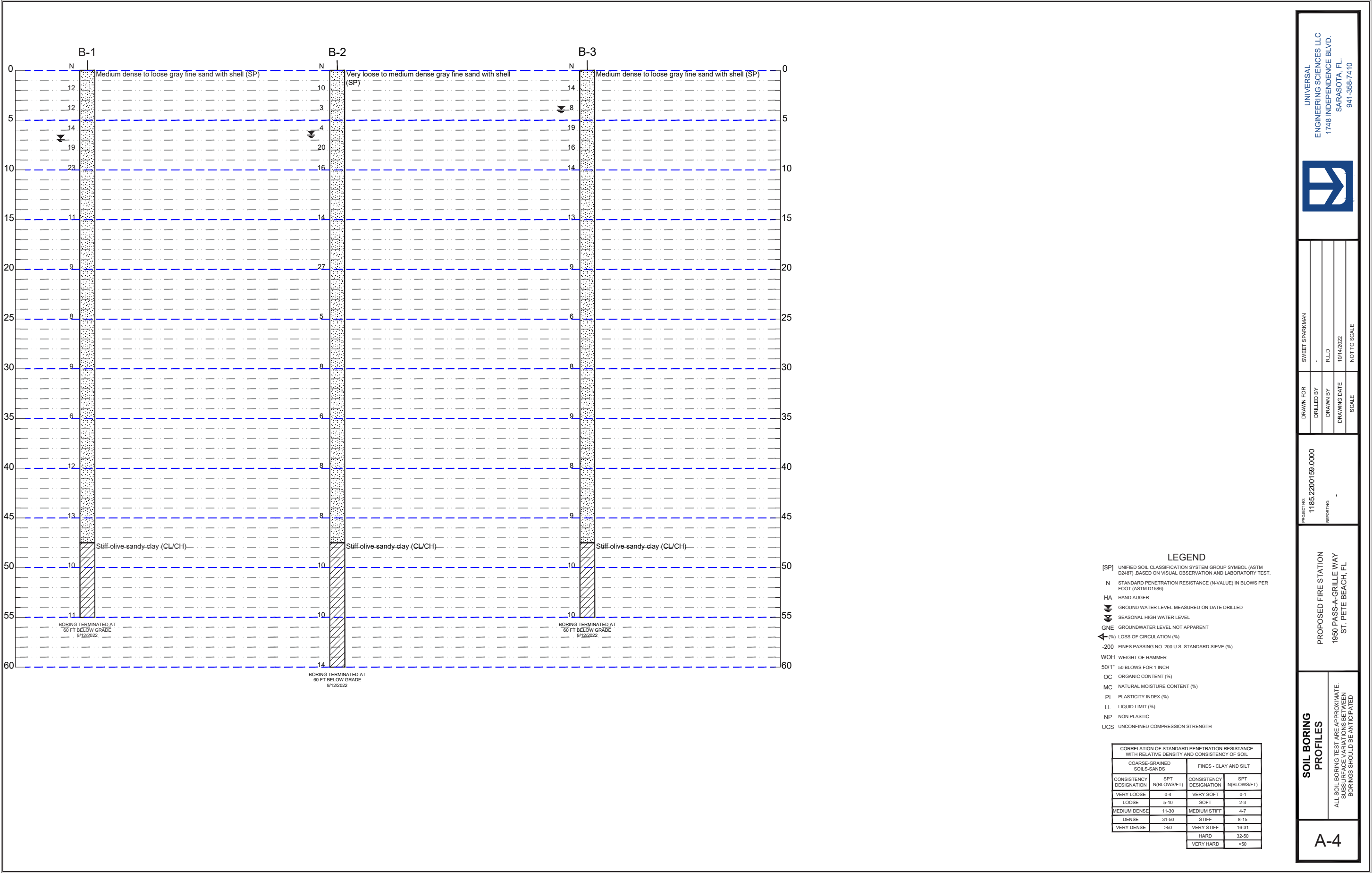
LEGEND	
APPROXIMATE LOCATION	
	SPT BORING



A-2	BORING LOCATION PLAN	PROPOSED FIRE STATION 1950 PASS-A-GRILLE WAY ST. PETE BEACH, FL		DRAWN FOR	SWEET SPARKMAN		UNIVERSAL ENGINEERING SCIENCES LLC 3018 22ND AVENUE SOUTH ST PETERSBURG, FL. (727)209-1500
	THIS MAP SHOWS APPROXIMATE LOCATION			DRILLED BY	-		
		PROJECT NO: 1185.2200159.0000	REPORT NO: -	DRAWN BY	R.L.D		
				DRAWING DATE	10/14/2022		



A-3	SCS SOIL SURVEY MAP	PROPOSED FIRE STATION 1950 PASS-A-GRILLE WAY ST. PETE BEACH, FL		DRAWN FOR	SWEET SPARKMAN		UNIVERSAL ENGINEERING SCIENCES LLC 3018 22ND AVENUE SOUTH ST PETERSBURG, FL. (727)209-1500
	OBTAINED FROM WEB SOIL SURVEY 2022			DRILLED BY	-		
		DRAWN BY	R.L.D				
		DRAWING DATE	10/14/2022				
		SCALE	NOT TO SCALE				
		PROJECT NO: 1185.2200159.0000	REPORT NO: -				



UNIVERSAL
ENGINEERING SCIENCES LLC
1748 INDEPENDENCE BLVD.
SARASOTA, FL.
941-358-7410



DRAWN FOR	SWEET SPARKMAN
DRILLED BY	-
DRAWN BY	R.L.D.
DRAWING DATE	10/14/2022
SCALE	NOT TO SCALE

PROJECT NO.	1185.2200159.0000
REPORTING	-

PROPOSED FIRE STATION
1950 PASS-A-GRIFFLE WAY
ST. PETE BEACH, FL

SOIL BORING
PROFILES

ALL SOIL BORING TEST ARE APPROXIMATE.
SUBSURFACE VARIATIONS BETWEEN
BORINGS SHOULD BE ANTICIPATED

A-4

UNIVERSAL ENGINEERING SCIENCES

9802 Palm River Road

Tampa, Florida 33619

(813) 740-8506

SOIL CLASSIFICATION CHART

TERMS DESCRIBING CONSISTENCY OR CONDITION

COARSE-GRAINED SOILS (major portions retained on No. 200 sieve): includes (1) clean gravel and sands and (2) silty or clayey gravels and sands. Condition is rated according to relative density as determined by laboratory tests or standard penetration resistance tests

Descriptive Terms	Relative Density	SPT Blow Count
Very loose	0 to 15 %	< 4
Loose	15 to 35 %	4 to 10
Medium dense	35 to 65 %	10 to 30
Dense	65 to 85 %	30 to 50
Very dense	85 to 100 %	> 50

FINE-GRAINED SOILS (major portions passing on No. 200 sieve): includes (1) inorganic and organic silts and clays, (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer readings, SPT blow count, or unconfined compression tests

Descriptive Terms	Unconfined Compressive Strength kPa	SPT Blow Count
Very soft	< 25	< 2
Soft	25 to 50	2 to 4
Medium stiff	50 to 100	4 to 8
Stiff	100 to 200	8 to 15
Very stiff	200 to 400	15 to 30
Hard	> 400	> 30

GENERAL NOTES

1. Classifications are based on the United Soil Classification System and include consistency, moisture, and color. Field descriptions have been modified to reflect results of laboratory tests where deemed appropriate

2. Surface elevations are based on topographic maps and estimated locations

3. Descriptions on these boring logs apply only at the specific boring locations and at the time the borings were made. They are not guaranteed to be representative of subsurface conditions at other locations or times.

SOIL SYMBOLS

FILL

TOPSOIL

ASPHALT

CONCRETE

SAND

SAND W/ SILT

SAND W/ CLAY

SILTY SAND

CLAYEY SAND

PEAT

SILT LOW PLASTIC

SILT HIGH PLASTIC

ORGANIC SILT

CLAY LOW PLASTIC

CLAY HIGH PLASTIC

LIMESTONE HIGHLY WEATHERED

LIMESTONE

DOLOMITE

OTHER SYMBOLS

Measured Water Table Level

Estimated Seasonal High Water Table

Major Divisions	Group Symbols	Typical Names	Laboratory Classification Criteria	Particle Size	Material				
Coarse-Grained soils (More than half the material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3	Sieve sizes < #200				
		GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines						
		GM	Silty gravels, gravel-sand-silt mixtures						
		GC	Clayey gravels, gravel-sand-silt mixtures						
		SW	Well-graded sands, gravelly sands, little or no fines						
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	SP	Poorly-graded sands, gravelly sands, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3	mm < 0.075				
		SM	Silty sands, sand-silt mixtures						
		SC	Clayey sands, sand-clay mixtures						
		Fine-Grained soils (More than half the material is smaller than No. 200 sieve size)	Sands with fines (Appreciable amount of fines)			ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity		Particle Size mm #4 to 3/4 in 3/4 in to 3 in 3 in to 12 in 12 in to 36 in
						CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays		
OL	Organic silts and organic silty clays of low plasticity								
Sands with fines (Appreciable amount of fines)	MH		Inorganic silts, micaceous or distomaceous fine sandy or silty soils, organic silts	mm 4.75 to 19.1 19.1 to 76.2 76.2 to 304.8 304.8 to 914.4					
	CH		Inorganic clays of high plasticity, fat clays		Gravel Fine Coarse Cobbles Boulders				
	OH		Organic clays of medium to high plasticity, organic silts						
Highly Organic Soils	Pt	Peat and other highly organic soils							

* When the percent passing a No. 200 sieve is between 5% and 12%, a dual symbol is used to denote the soil. For example, SP-SC, poorly-graded sand with clay content between 5% and 12%.

APPENDIX B

St. Pete Beach Fire Station #22 | Phase I Analysis & Programming | 21

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Important Information about This
Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared solely for the client. Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled. No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it in its entirety. Do not rely on an executive summary. Do not read selected elements only. Read this report in full.

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, always inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual site-wide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations only after observing actual subsurface conditions revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, but be certain to note conspicuously that you've included the material for informational purposes only. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, only from the design drawings and specifications. Remind constructors that they may

perform their own studies if they want to, and be sure to allow enough time to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated subsurface environmental problems have led to project failures. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. Geotechnical engineers are not building-envelope or mold specialists.



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CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until construction begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other explorations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 1: RESPONSIBILITIES **1.1** Universal Engineering Sciences, LLC, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3**



UNIVERSAL ENGINEERING SCIENCES
9802 Palm River Road
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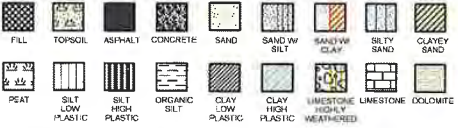
SOIL CLASSIFICATION CHART

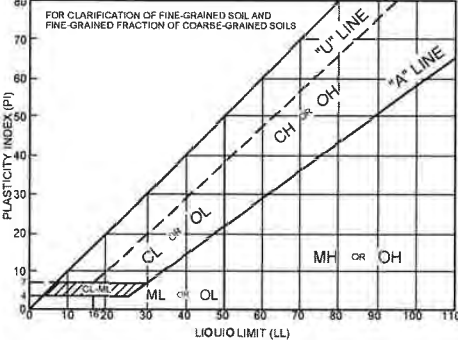
TERMS DESCRIBING CONSISTENCY OR CONDITION
COARSE-GRAINED SOILS (major portions retained on No. 200 sieve): includes (1) clean gravel and sands and (2) silty or clayey gravels and sands. Condition is rated according to relative density as determined by laboratory tests or standard penetration resistance tests.

Descriptive Terms	Relative Density	SPT Blow Count
Very loose	0 to 15 %	< 4
Loose	15 to 35 %	4 to 10
Medium dense	35 to 65 %	10 to 30
Dense	65 to 85 %	30 to 50
Very dense	85 to 100 %	> 50

FINE-GRAINED SOILS (major portions passing on No. 200 sieve): includes (1) inorganic and organic silts and clays, (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer readings, SPT blow count, or unconfined compression tests.

Descriptive Terms	Unconfined Compressive Strength kPa	SPT Blow Count
Very soft	< 25	< 2
Soft	25 to 50	2 to 4
Medium stiff	50 to 100	4 to 8
Stiff	100 to 200	8 to 15
Very stiff	200 to 400	15 to 30
Hard	> 400	> 30

GENERAL NOTES
1. Classifications are based on the United Soil Classification System and include consistency, moisture, and color. Field descriptions have been modified to reflect results of laboratory tests where deemed appropriate.
2. Surface elevations are based on topographic maps and estimated locations.
3. Descriptions on these boring logs apply only at the specific boring locations and at the time the borings were made. They are not guaranteed to be representative of subsurface conditions at other locations or times.
SOIL SYMBOLS

OTHER SYMBOLS
▼ Measured Water Table Level
▽ Estimated Seasonal High Water Table

Major Divisions		Group Symbols	Typical Names	Laboratory Classification Criteria		Particle Size	Material	
Coarse-Grained soils (More than half the material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	Determine percentages of sand and gravel from grain size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve) coarse-grained soils are classified as follows: Less than 5 percent..... GW, GP, SW, SP More than 5 percent..... GM, GC, SM, SC Borderline cases requiring dual symbols*	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3	Sieve sizes < #200 #200 to #40 #40 to #10 #10 to #4	Silt or clay Sand Fine Medium Coarse	
		GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines		Not meeting all gradation requirements for GW			
		GM	Silty gravels, gravel-sand-silt mixtures		Atterberg limits below "A" line or P.I. less than 4			Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
		GC	Clayey gravels, gravel-sand-silt mixtures		Atterberg limits above "A" line or P.I. greater than 7			
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	SW	Well-graded sands, gravelly sands, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3	mm < 0.074 0.074 to 0.42 0.42 to 2.00 2.00 to 4.75			
		SP	Poorly-graded sands, gravelly sands, little or no fines	Not meeting all gradation requirements for SW				
		SM	Silty sands, sand-silt mixtures	Atterberg limits below "A" line or P.I. less than 4				
		SC	Clayey sands, sand-clay mixtures	Atterberg limits above "A" line or P.I. greater than 7				
		Fine-Grained soils (More than half the material is smaller than No. 200 sieve size)	Silt and Clays (Liquid limit less than 50)	ML		Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity	 Plasticity Chart	mm #4 to 3/4 in 3/4 in. to 3 in 3 in. to 12 in 12 in. to 36 in
				CL		Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays		
OL	Organic silts and organic silty clays of low plasticity							
Silt and Clays (Liquid limit greater than 50)	MH		Inorganic silts, micaceous or distomaceous fine sandy or silty soils, organic silts					
	CH		Inorganic clays of high plasticity, fat clays					
	OH		Organic clays of medium to high plasticity, organic silts					
Highly Organic Soils	PT	Peat and other highly organic soils						

* When the percent passing a No. 200 sieve is between 5% and 12%, a dual symbol is used to denote the soil. For example, SP-SC, poorly-graded sand with clay content between 5% and 12%.

APPENDIX B

St. Pete Beach Fire Station #22 | Phase I Analysis & Programming

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Important Information about This
Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared solely for the client. Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled. No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it in its entirety. Do not rely on an executive summary. Do not read selected elements only. Read this report in full.

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, always inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual site-wide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations only after observing actual subsurface conditions revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, but be certain to note conspicuously that you've included the material for informational purposes only. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, only from the design drawings and specifications. Remind constructors that they may

perform their own studies if they want to, and be sure to allow enough time to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated subsurface environmental problems have led to project failures. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. Geotechnical engineers are not building-envelope or mold specialists.



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CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until construction begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other explorations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES **1.1** *Universal Engineering Sciences, LLC*, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3**

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



UNIVERSAL
ENGINEERING SCIENCES

ASBESTOS-CONTAINING MATERIALS SURVEY

Conducted on

Fire Station
1950 Pass-A-Grille Way
St. Pete Beach, Pinellas County, FL 33706

UES Project No. 1185.2200158.0000
UES Report No. 16788

Prepared for:

Sweet Sparkman Architecture and Interiors
2168 Main Street
Sarasota, FL 34237
Attention: Todd Sweet, President

Prepared by:

Universal Engineering Sciences
3018 22nd Avenue South
St. Petersburg, Florida 33712
(727) 209-1500
www.UniversalEngineering.com

Survey Date: July 28, 2022
Report Date: August 10, 2022

Consultants in: Geotechnical Engineering • Environmental Sciences • Construction Materials Testing • Threshold Inspection
Offices in: Orlando • Daytona Beach • Fort Myers • Gainesville • Jacksonville • Ocala • Palm Coast • Rockledge • Sarasota • Miami
Pensacola • Panama City • Fort Pierce • St. Petersburg • Tampa • West Palm Beach • Atlanta, GA • Tifton, GA



UNIVERSAL
ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

August 10, 2022

Mr. Todd Sweet
President
Sweet Sparkman Architecture and Interiors
2168 Main Street
Sarasota, FL 34237

Reference: **ASBESTOS-CONTAINING MATERIALS SURVEY**
Fire Station
1950 Pass-A-Grille Way
St. Pete Beach, Pinellas County, FL 33706
UES Project No. 1185.2200158.0000
UES Report No. 16788

Dear Mr. Sweet:

On behalf of Sweet Sparkman Architecture and Interiors (the “client”), Universal Engineering Sciences (UES) has completed this Asbestos-Containing Materials (ACM) Survey for the above-referenced property (the “subject property”). UES performed this ACM survey on Thursday, July 28, 2022, to categorize and assess readily available suspect homogeneous material within the subject building(s). UES collected 26 bulk samples from 15 homogeneous materials. The bulk samples were transported to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory using Polarized Light Microscopy (PLM) for the presence of asbestos fibers.

Based on review of the Bulk Sample Analysis Report, asbestos fibers in excess of one percent was not detected in any of the homogeneous materials sampled during the course of this ACM survey. Additional details regarding the ACM Survey conducted by UES are presented in the attached report.

UES appreciates this opportunity to provide environmental services to you and we look forward to future endeavors. If you have any comments or questions regarding the information contained within this report or if we can be of further service, please contact the undersigned.

Respectfully submitted,
Universal Engineering Sciences
Business License No. ZA-0000017

Written by,

Vanessa M. LeGros
Environmental Scientist
EPA Accredited Asbestos Inspector

Reviewed by,

Lindsey Weaver, P.E.
Florida Licensed Asbestos Consultant
License No. EA0000046
Date: _____

Digitally signed by Lindsey N
Weaver
DN: c=US, o=Universal Engineering
Sciences,
ou=A01410D0000016F101428610
0029A94, cn=Lindsey N Weaver
Date: 2022.08.11 11:47:35 -0400
Adobe Acrobat version:
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3019 22nd Avenue South, St. Petersburg, Florida 33712 | Phone 727.209.1500
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Asbestos-Containing Materials Survey
Fire Station
St. Pete Beach, Pinellas County, FL 33706

UES Project No. 1185.2200158.0000
UES Report No. 16788
August 10, 2022

1.0 INTRODUCTION

1.1 General

The purpose of this Asbestos-Containing Materials (ACM) Survey was to identify accessible ACM and their general locations within the subject building(s) located at 1950 Pass-A-Grille Way in St. Pete Beach, Pinellas County, FL 33706. This service was conducted based on the written authorization of Sweet Sparkman Architecture and Interiors, dated June 30, 2022.

1.2 Purpose and Scope of Work

The purpose of this study was to perform an evaluation of the above-referenced facility for the presence of ACMs, specifically those building materials which may be present or impacted during potential demolition activities. Mechanical systems were included in this survey. The activities and procedures used to accomplish this task were as follows:

- 1) A review of available building documents to identify potential locations of suspect Asbestos Containing Materials (ACMs);
- 2) Visual building inspection of accessible areas by an United States Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) accredited asbestos inspector to identify suspect ACMs;
- 3) Once identified, homogeneous materials (materials which are uniform in color, texture, construction/application date, and general appearance) will be determined;
- 4) Determine whether the suspect ACM is friable (a material that when dry, may be crumbled, pulverized or reduced to powder by hand pressure) or non-friable;
- 5) Collection of bulk samples of each homogeneous suspect ACM. Record sample information on Asbestos Bulk Sample Forms (chain-of-custody sheets), which were signed, dated, and sent with the samples to the laboratory;
- 6) Analysis of the collected bulk samples at a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory using Polarized Light Microscopy (PLM) for the presence of asbestos fibers;
- 7) Approximate locations of the bulk samples were defined. Computer Assisted Drafting and Design (CADD) drawings were developed indicating sample locations. In addition, approximate quantities of identified ACM were also determined. The indicated material quantities are estimates based on the field observations and should be considered preliminary in nature. These estimates should not be used for bidding purposes without verification by an abatement contractor; and,
- 8) Prepare and submit a report.

Complete destructive observation and sampling procedures were not generally used in UES’ evaluation of the subject building, since the building was occupied. Inaccessible areas within the building(s), such as

crawl spaces, inside other sealed areas, behind architectural details are beyond the scope of this study. The scope of UES’ inspection did not include an evaluation of the structure’s fixtures, equipment, or stored materials.

2.0 BUILDING CHARACTERISTICS AND INFORMATION

2.1 General

A summary of the subject building(s) characteristics is outlined in the table below

Fire Station		
General	Facility Type	Firehouse
	Construction Date	1974
	Building Size	5, 492 SF
	Number of Stories	1
Structural	Foundation	Slab on Grade
	Wall Support	Concrete Block/Brick
	Wall Finish	Brick/Paint
	Roof Support	Bar Joint Rigid Frame
	Roof System Type	Built Up Metal/ Gypsum
Mechanical/ Plumbing	HVAC Type	Roof Mounted
	Duct Type	Metal
	Pipe Insulation	None
Interior	Wall Substrates	Block
	Wall Finishes	Drywall/paint
	Floor Substrates	Concrete block
	Floor Finishes	Concrete, Carpet
	Ceiling Systems	Metal Frame
	Ceiling Finishes	Drop Ceiling Tile
	Other	N/A

2.2 Available Building Information

No building plans and no other material information were provided in reference to the structure located within the subject property.

2.3 Current Building Use

At the time of UES’ evaluation, the subject building was operating as a firehouse.

3.0 BUILDING INSPECTION

Three forms of asbestos containing materials are typically found in buildings:

- *Surfacing Material* – material that is sprayed, troweled-on, or otherwise applied to interior and exterior structural and architectural surfaces. Surfacing material includes acoustical plaster on ceilings, fireproofing on structural members, textured paint and exterior stucco, and other materials applied to surfaces for acoustical, decorative, fireproofing, and other purposes.
- *Thermal System Insulation* — material which is applied to interior and exterior mechanical components to reduce heat gain or loss. Thermal system insulation includes insulation on pipes, fittings, boilers, breeching, tanks, ducts, and other mechanical components.
- *Miscellaneous Materials* — material, other than surfacing material and thermal system insulation, on interior and exterior structural, mechanical, electrical, or architectural components, and surfaces. Miscellaneous material includes but is not limited to ceiling tiles, gaskets, floor coverings and mastics, wallboard joint compound, roofing materials, and cementitious products.

An inspection of the subject building was conducted to identify these and other materials present within the building which are typically suspected of containing asbestos

3.1 Inspection Procedures

UES’ field inspection was performed July 28, 2022 by Vanessa M. LeGros, inspectors accredited according to Federal Regulation 40 CFR, Part 763 (ASHERA), under the direction of an Asbestos Consultant licensed in the State of Florida. After a preliminary walk-through of the building, an inspection was conducted to evaluate the location and extent of the suspected asbestos containing building materials. Once identified, these materials were categorized into homogeneous areas containing materials of the same type, age, visual appearance, texture, composition, etc. The present condition of the ACM was evaluated by UES and classified as one of three categories: Good, Fair or Poor. The “fair” and “poor” categories correspond to the ASHERA definitions of “damaged” and “significantly damaged,” respectively.

Each sample was documented by labeling the container with a unique sample number, entering the sample material on a bulk sample log or chain-of-custody form, and noting the location of each sample on a floor plan. Throughout the sampling process, care was taken to prevent cross-contamination of the collected bulk samples. Sampling equipment was cleaned following the collection of each sample.

Since the subject building was operational and occupied, the survey did not include a significantly destructive search behind walls or below existing floors. Some materials may be hidden or masked by overlying materials such as flooring, carpeting or concealed walls. While a reasonable effort was made by UES to collect and analyze samples of suspect materials, some may remain unobserved by the inspector(s).

Random, and in some cases judgmental, samples of each homogeneous area of material were then collected. The physical condition of each material was assessed. In addition, a tactile inspection of the material was performed to evaluate friability. If the material, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure, it is considered friable.

3.2 Suspected Asbestos-Containing Building Materials

Based on UES’ review of the available building system information and visual survey of the subject building, 15 homogeneous materials were identified at the subject building commonly suspected of containing asbestos. The homogeneous materials consisted of sheetrock, joint compound, drop ceiling tile, mastic, insulation, roll roof, carpet, glue, concrete, stucco and brick. A site map(s) is presented in Appendix A.

4.0 LABORATORY ANALYSIS

4.1 Polarized Light Microscopy

The samples of the suspected ACMs collected during the field inspection were transported with chain-of-custody documentation to EMSL located in West Palm Beach, Florida. EMSL is an accredited laboratory for bulk sample analysis according to the NVLAP (Accreditation No. 600206-0).

Bulk samples were analyzed for the presence of asbestos fibers using Polarized Light Microscopy (PLM). The analyses were performed according to EPA Method 600/R-93/116 July 1993 “Method for the Determination of Asbestos in Bulk Building Materials.” This analytical method can be used for qualitative identification of six morphologically different types of asbestos fibers: chrysotile, amosite, crocidolite, tremolite, actinolite and anthophyllite.

The method specifies that the asbestos content in a bulk sample shall be estimated and reported as a finite percentage within the range of 0 to 100. Minute quantities of asbestos in bulk samples may be reported as “trace” or less than one percent (<1%). The analytical method determines the asbestos percentage by means of visual estimation technique. If analysis of the sample of a suspect ACM reveals a negative result, UES considers the material to be non asbestos-containing. If at any time during the analytical process a sample tests positive, that material must be treated as asbestos-containing.

4.2 Point Count Analysis

Samples of the suspect ACMs collected during the field inspection were not point counted as part of this survey.

5.0 FINDINGS

Fifteen suspect homogeneous materials were identified at the subject building. Samples were collected from the identified homogeneous material and submitted for laboratory analysis. The laboratory analyses indicated that asbestos fibers excess of one percent were not detected in any of the homogeneous materials analyzed from the structure. The table below outlines general information regarding the suspect ACM.

SUMMARY OF SUSPECT ACMs

HSA	Sample No.	Material Description	Location	Cond.	%/Type Asbestos	NESHAPS Category
A	1	Sheetrock frop ceiling tile	Generator room and behind drop ceiling tile	G	ND	N/A
B	2, 3	Pipe insulation	Generator room-above ceiling tile	G	ND	N/A
C	4	Black mastic	On pipe- Generator room	G	ND	N/A
D	5, 6	2x2 Drop ceiling tile	Weight room	G	ND	N/A
E	7, 8, 9	Stucco over block	Exterior walls	G	ND	N/A
F	10, 11	Concrete	Garage floor	G	ND	N/A
G	12, 13	White paint over black mastic	Roof-parapet wall	G	ND	N/A
H	14, 15, 16	Rock over black mastic	Roof	G	ND	N/A
I	17	Black mastic	Upper roof parapet wall	G	ND	N/A
J	18	Roll roof with mastic	Roof patch	G	ND	N/A
K	19	12x12 tan/grey ceramic tile with grout/mastic	Restroom floor and walls	G	ND	N/A
L	20	Yellow glue on carpet	Dorm off garage and kitchen	G	ND	N/A
M	21, 22	2x2 drop ceiling tile- large pattern	Kitchen and lounge	G	ND	N/A
N	23, 24	Sheetrock joint compound	Dining room and front restroom	G	ND	N/A
O	25, 26	Brick and grout	Exterior walls	G	ND	N/A

Notes:
Condition: G – Good (Undamaged), F – Fair (Damaged), P – Poor (Severely Damaged)
The type of asbestos detected is Chrysotile, unless otherwise noted.
ND – Not Detected
Categories: NR – Not Regulated, Cat 1 – Category 1 Nonfriable, Cat. II – Category II Nonfriable, F - Friable

6.0 SUMMARY

Inspection of the subject building, located at 1950 Pass-A-Grille Way in St. Pete Beach, Pinellas County, FL 33706, identified 15 materials suspected of containing asbestos fibers. Samples of each material were collected and submitted to an NVLAP accredited laboratory for analysis. The results indicated that none of the suspect materials contained asbestos fibers in excess one percent asbestos.

7.0 REGULATORY INFORMATION

The renovation and demolition of buildings is regulated under the NESHAP statute. Even if no asbestos is detected, the NESHAP regulations require a ten-day notification to the controlling agency prior to demolition. Demolition under the NESHAP regulation is defined as the wrecking or taking out of any load-supporting member of a facility together with any related handling operations. We recommend you contact the Controlling Agency requiring the notification and other requirements which and may be applicable. Renovation or demolition of the structure located within the subject property should be conducted in strict compliance with the aforementioned federal statutes and other applicable regulations, and good health and safety practices.

8.0 CONTROLLING AGENCY

The Controlling Agency for the coordination of projects involving asbestos removal projects or demolition for Pinellas County is the Department of Environmental Management located at 300 Garden Avenue in Clearwater, Florida 33756, who can be reached by email at AirQualityAsbestos@co.pinellas.fl.us or by telephone at (727) 464-4420.

The owner or operator shall provide the above-referenced department with a ten-day notice of the asbestos removal project or demolition by timely submittal of a completed "Notification of Asbestos Removal Project" form, as promulgated under Florida Administrative Code.

9.0 CONDITIONS AND LIMITATIONS OF THIS SURVEY

A representative of UES obtained samples of building materials which were observed during an inspection of the building at the subject site that are typically suspected of containing asbestos as a constituent. The bulk samples were submitted to an NVLAP approved laboratory for analysis using EPA approved methods for industry-accepted standards. No other warranty is expressed or implied.

In general, non-destructive inspection and sampling procedures were incorporated which allowed assessment of reasonably accessible building materials. This survey did not include a significantly destructive search behind walls or below existing floors. Some materials may be hidden or masked by overlying materials such as flooring, carpeting or concealed walls. While a reasonable effort was made by

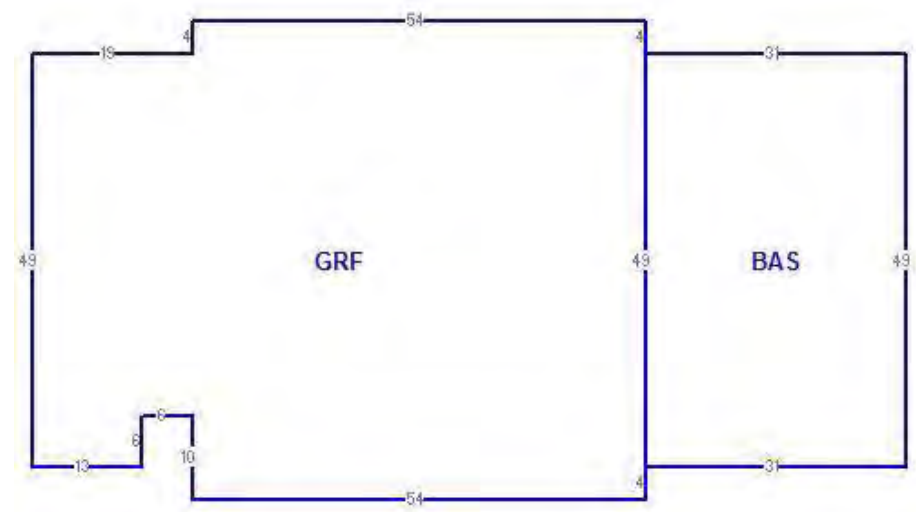
UES to collect and analyze samples of suspect materials, some may remain unobserved by the inspector(s).

Any suspected building materials not addressed in this report, which are encountered during demolition or renovation should be analyzed for asbestos content prior to being damaged and/or removed. The building's equipment, fixtures or stored materials were not inspected or sampled as part of this evaluation.

Appendix A
Sample Location Map



Fire House Dimensions
1950 Pass-A-Grill Way, St. Petersburg, Pinellas County, FL



Appendix B
Laboratory Chain of Custody/Analytical Report





EMSL Analytical, Inc.
19501 NE 10th Ave. Bay A N. Miami Beach, FL 33179
Tel/Fax: (305) 650-0577 / (305) 650-0578
<http://www.EMSL.com / miamilab@emsl.com>

EMSL Order: 172204005
Customer ID: UESO62
Customer PO:
Project ID:

Attention: Vanessa LeGros
Universal Engineering Sciences
1748 Independence Blvd.
Suite B1
Sarasota, FL 34234

Phone: (941) 358-7410
Fax: (941) 358-7353
Received Date: 08/01/2022 10:00 AM
Analysis Date: 08/01/2022 - 08/03/2022
Collected Date: 07/28/2022

Project: Sweet Sparkman/ 5-Parcels Downtown Redevelopment/ 1950 Pass-A-Grill Way / 1185.2200158.0000

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 172204005-0001	Sheetrock Ceiling Tile	Brown/White Fibrous Heterogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
2 172204005-0002	Pipe Insulation	Brown/White Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
3 172204005-0003	Pipe Insulation	Brown/White Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
4 172204005-0004	Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5 172204005-0005	Ceiling Tile	Tan/White Fibrous Heterogeneous	50% Cellulose 10% Glass	40% Non-fibrous (Other)	None Detected
6 172204005-0006	Ceiling Tile	Tan/White Fibrous Heterogeneous	50% Cellulose 10% Glass	40% Non-fibrous (Other)	None Detected
7 172204005-0007	Stucco	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8 172204005-0008	Stucco	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9 172204005-0009	Stucco	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10 172204005-0010	Concrete	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11 172204005-0011	Concrete	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
12-Paint 172204005-0012	Paint Over Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
12-Mastic 172204005-0012A	Paint Over Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-Paint 172204005-0013	Paint Over Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-Mastic 172204005-0013A	Paint Over Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
14 172204005-0014	Rock Over Mastic	Tan/Black Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 08/03/2022 09:35:48



EMSL Analytical, Inc.
19501 NE 10th Ave. Bay A N. Miami Beach, FL 33179
Tel/Fax: (305) 650-0577 / (305) 650-0578
<http://www.EMSL.com / miamilab@emsl.com>

EMSL Order: 172204005
Customer ID: UESO62
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
15 172204005-0015	Rock Over Mastic	Tan/Black Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
16 172204005-0016	Rock Over Mastic	Tan/Black Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
17 172204005-0017	Mastic	Black Non-Fibrous Homogeneous	<1% Cellulose <1% Glass	100% Non-fibrous (Other)	None Detected
18-Roofing 172204005-0018	Roll Roof W/ Mastic	Black Fibrous Heterogeneous	15% Synthetic <1% Glass	85% Non-fibrous (Other)	None Detected
18-Mastic 172204005-0018A	Roll Roof W/ Mastic	Black Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
19-Ceramic Tile 172204005-0019	Ceramic Tile w/ Grout & Mastic	Gray/Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
19-Grout 172204005-0019A	Ceramic Tile w/ Grout & Mastic	Gray Non-Fibrous Homogeneous	3% Glass	97% Non-fibrous (Other)	None Detected
20 172204005-0020	Carpet Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
21 172204005-0021	Ceiling Tile	Tan/White Fibrous Heterogeneous	30% Cellulose 30% Glass	40% Non-fibrous (Other)	None Detected
22 172204005-0022	Ceiling Tile	Tan/White Fibrous Heterogeneous	55% Cellulose 5% Glass	40% Non-fibrous (Other)	None Detected
23 172204005-0023	Sheetrock JT Comp	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
24 172204005-0024	Sheetrock JT Comp	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
25-Brick 172204005-0025	Brick W/ Grout	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
25-Grout 172204005-0025A	Brick W/ Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
26-Brick 172204005-0026	Brick W/ Grout	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
26-Grout 172204005-0026A	Brick W/ Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 08/03/2022 09:35:48



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<http://www.EMSL.com> / miamilab@emsl.com

EMSL Order: 172204005
Customer ID: UESO62
Customer PO:
Project ID:

Analyst(s)
Aubree Barlow (29)
Edgar Rodriguez (3)

Kimberly A. Wallace

Kimberly Wallace, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. N. Miami Beach, FL NVLAP Lab Code 200204-0

Initial report from: 08/03/2022 09:35:48

Universal Engineering Sciences, 3018 22nd Ave S, St. Petersburg, Florida 33712 (727) 209-1500
ASBESTOS CONTAINING MATERIALS CHAIN-OF-CUSTODY

Client: Sweet Sparkman Project No.: 1185.2200158.0000 Collected By: Vanessa LeGros Page: 1 of 1
Project: 5-Parcels Downtown Redevelopment Analysis Method PLM-Asbestos Date Collected: July 28, 2022
Address: 1950 Pass-A-Grill Way Turn Around Time: 2 Day

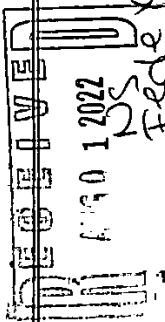
Sample Number	HSA	Sample Description	Material Type (S,T,SI,M)	Sample Location			Material Condition			Disturbance Potential			Friable		Estimated Quantity
				G	D	SD	G	D	SD	L	M	H	Yes	No	
1	A	Sheetrock drop ceiling tile		Generator room at behind P/C fill in generator rm											
2,3	B	Pipe insulated		Generator room above ceiling											
4	C	Blk mastic		on pipe-generator room											
5,6	D	2x2 Drop ceiling tile		weight room											
7,8,9	E	Bucco over Blk		ext-walls											
10,11	F	Concrete		Garage floor											
12,13	G	white paint over Blk mastic		Roof parapet wall											
14,15,16	H	Black over Blk mastic		Roof											
17	I	Blk mastic		Roof parapet wall											
18	J	Roll roof w/ mastic		Roof patch											
19	K	12x12 tan/grey ceramic tile, grt/mast. Restroom stalls													
20	L	Yellow glue on concrete		Dorm all garage at kitchen											

(HSA = Homogeneous Sampling Area) (S = Surfacing, TSI = Thermal Systems Insulation, M = Miscellaneous)(G = Good, D = Damaged, SD = Significantly Damaged) (L = Low, M = Medium, H = High)

Relinquished By: _____ Date: _____
Received By: _____ Date: _____

Time: _____
Time: _____

Exhibit D



UNIVERSAL ENGINEERING SCIENCES — REVISED 4/15/21

10.00am

VRET

Vern Roberts Environmental Training, Inc.
13987 94th Avenue N Seminole, FL 33776
727-239-1445

Certifies that

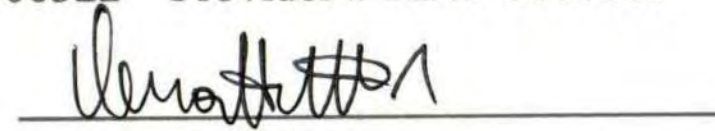
VANESSA M LEGROS

Has satisfactorily completed the requisite training for asbestos accreditation under TSCA TITLE II, EPA Model Accreditation Plan (40CFR763 E) for the 4-hour Inspector (Survey & Mechanical) Refresher Course on 1/13/2022, and in testimony whereof, we do confer this certificate at Seminole, Florida on 1/13/2022.

Date of Course: 1/13/2022 Expiration Date 1/13/2023

Certificate # 01132206AM

Course # FL49-0006322 Provider # FL49-0003810



INSTRUCTOR



September 2022

Site Investigation Report
Fire Station #22 – St. Pete Beach

Site Address
1950 Pass-A-Grill Way
St. Pete Beach, FL 33706

Prepared for:

Sweet Sparkman Architecture and Interiors
1819 Main Street, Suite 400
Sarasota, FL 34237

Prepared by:

Kimley-Horn and Associates, Inc.
100 2nd Avenue South, Suite 105N
St. Petersburg, FL 33701

Kimley-Horn was retained to perform a limited Due Diligence Report, and we performed only those tasks specifically stated in our scope of services. The Client may use this report as part of its due diligence, but this report should not be used as the sole basis for the Client’s decision making.



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Project Summary

The City of St. Pete Beach (City) is proposing the demolition and rebuild of Fire Station #22 located at 1950 Pass-A-Grill Way, St. Pete Beach, FL 33706 within Pinellas County. The property consists of one parcel of land (18-32-16-68634-008-0250) totaling approximately 0.24 acres. The property is bordered by Pass-A-Grille Way to the east and 20th Avenue to the north. There is a vacant lot with storage to the south and an existing 15-ft ally way to the west. The rebuild of Fire Station #22 will demolish the existing building and site components to reconfigure the building layout, parking, and truck access. The intent is to maximize the useable space within the site limits. The existing site does not meet the minimum City code requirements. It is anticipated that the proposed site will require a City variance, as minimum code requirements will not be met.

I. REVIEW OF PERMITTING EFFORTS

St. Pete Beach Site Development Permit

- Submit Application for Site Development
- Estimated Review Time: 3-5 months from application
- Variance will likely be required for Commission approval pending determination by the City
- Based on the size of the project site, it may be possible to combine the site and building permit into one application if the City will allow the combined application. City to verify.

St. Pete Beach Building Permit

- Submit Application for Construction
- Estimated Review Time: 3-5 months from application
- Variance will likely be required for Commission approval pending determination by the City

SWFWMD Environmental Resource Permitting

- Pre-Application Meeting
- Application for ERP (Exemption Expected)
- Estimated Review Time: 2-3 Months from application

Pinellas County Department of Health Permitting (Water)

- Submit County approved utility plans and application (Exemption Expected)
- Estimated Review Time: Typically, 2 weeks (Must be submitted 30 days prior to construction)

II. SUNSHINE ONE DESIGN TICKET

A Sunshine One Call of Florida Utility Design Ticket was obtained to determine the existing utility providers within and surrounding the property. Based on the information received from Sunshine One Call of Florida, the following utility providers have been identified to have facilities near the project boundary:



- o Charter Communications
- o Frontier Communications
- o TECO People’s Gas
- o Duke Energy
- o Pinellas County Utilities
- o Pinellas County Highway and Engineering

III. SERVICE PROVIDER INFORMATION

o Charter Communications

Jeremy Cornette
700 Carillon Parkway, Suite 6
St. Petersburg, FL 33716
(863)-581-5734

o Frontier Communications

Toni Cannon
3712 Walnut Street
Hi, FL 33607
(813) 875-1014

o TECO Peoples Gas

Joan Domning
8416 Palm River Rd.
Tampa, FL 33619
(813) 275-3783

o Duke Energy

Stephanie Olmo
452 E Crown Point Rd.
Winter Garden, FL 34787
(407)-905-3376

o Pinellas County Utilities

Jay Perkins
14 S Fort Harrison Ave, 6th Floor
Clearwater, FL 33576
(727)-464-3536

o Pinellas County Highway and Engineering

James Johnson
22211 US 19 N
Clearwater, FL 33765
(727)-464-8981



IV. DESIGN CRITERIA

All design criteria are listed in accordance with St. Pete Beach Land Development Code.

Parcel ID:
18-32-16-68634-008-0250/ 027993-0558

Zoning: INS – Institutional District
See Appendix A – Fire Station #22 - Zoning

Future Land Use: INS – Institutional District
See Appendix B – Fire Station #22 – Future Land Use

Density:
Maximum FAR: 0.65

- Max Building Height:**
- Maximum 30-ft
 - Height means the vertical distance as specified below:
 - (3) For all other structures, height is measured from the structure's required Design Flood Elevation to the highest point of the roof. The highest point of the roof is as follows:
 - a) The highest point of a flat roof.
 - b) The deck of a mansard roof.
 - c) The average height between the plate and ridge of gable or hip roofs.

- Setbacks:**
Existing Building Setbacks:
- East (Front): 25-ft
 - South (Side): 10-ft
 - North (Secondary Front): 15-ft
 - West (Rear): 15-ft

Maximum Impervious Surface Ratio (ISR):
Maximum: 0.80

Parking and Loading Requirements:
There are no parking requirements specific to fire station or industrial uses per the City of St. Pete Beach LDC Section 23.5.

- FEMA Flood Map and ASCE Requirements:**
- FEMA Flood Map 12103C0278H, effective August 24, 2021.



- The firehouse site is located in Zone AE 9 (Base Flood Elevation = 9.00 NAVD 88) and the site is located inland of the LIMWA line, so this area is not in a Coastal A Zone. The site is designated Zone AE which is a special flood hazard area with Base Flood Elevation.
- Fire stations are designated at Essential Structures Category IV under ASCE 24-05 and need to be designed applicable standards.
- See Appendix C for Fire Station #22 – Flood Zone Map

- Landscape Requirements:**
- Pass-A-Grill Way (Front): Entire length of property frontage shall be landscaped with a minimum depth from front property line inward of 10% of adjacent ROW width
 - 1 tree/180 SF of landscaping
 - Not-front Setback Area: minimum 6' of landscaping between property line and Vehicle Use Areas (VUAs)
 - 1 tree/30 LF of landscaping
 - 2' tall hedge to be placed along entire length of landscaped area surrounding VUA
 - At least 20 SF interior landscaping for each parking space
 - With less than 20 spaces, required internal landscaping SF can be added to perimeter landscaping
 - At least 2 SF of landscaping for each 100 SF of loading areas (not applicable)

V. SOIL MAP

The USDA National Cooperative Web Soil Survey was obtained for this site. Soils within the property include Palm Beach Fine Sand (Hydrologic Soil Group A). Please see Appendix D for a copy of the report.

- VI. DOMESTIC WATER**
- Water service is provided by Pinellas County.
 - Per the Pinellas County utility atlas information, there is a 16-inch DIP water main which runs along the west side of Pass-A-Grill Way.
 - Sufficient capacity for service to the proposed fire station is anticipated.
 - See Appendix E for Existing Conditions Exhibit.

- VII. IRRIGATION WATER**
- Reclaim service is provided by St. Pete Beach.
 - Per the St. Pete Beach utility atlas information, there is a 10-inch reclaim line along Pass-A-Grill Way and a 4-inch reclaim line along 20th street.
 - See Appendix E for Existing Conditions Exhibit.

- VIII. SANITARY SEWER**
- Sanitary Sewer service is provided by St. Pete Beach.
 - Per the St. Pete Beach utility atlas information, there is an 8-inch sanitary sewer gravity main along 20th Ave. and the western 15-ft ally.
 - Sufficient capacity for service to the proposed fire station is anticipated.



- See Appendix E for Existing Conditions Exhibit.

IX. FIRE

- Per Pinellas County utility atlas information, there is a fire hydrant on the northwest side of Pass-A-Grille Way which ties into the 16-inch DIP water main. See Appendix E for Existing Conditions Exhibit.

X. STORMWATER MANAGEMENT AND DRAINAGE CRITERIA

- The site falls in the Southwest Florida Water Management District (SWFWMD) jurisdiction and will require an Environmental Resource Permit.
- An exemption is expected to be filed through SWFWMD
 - The site is anticipated to have minimal or insignificant adverse impacts on the water resources of the district
- There are no active or previous SWFWMD Environmental Resource Permits on the site.

XI. GAS

TECO People’s Gas has facilities within the area to provide service to the proposed fire station. Capacity will be required to be coordinated during design.

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XII. SITE CONDITION ANALYSIS

See Table 1 below that shows a comparison of the existing building vs the conceptual layout of the Proposed building as it refers to the City of St Pete Beach Land Development Code. See Appendix F for the Conceptual Layout that depicts the proposed building condition and setbacks.

Table 1: Site Condition Analysis			
Criteria	Code	Existing	Proposed
Setbacks			
East (Front)	25.0 ft	21.0 ft	9.8 ft
South (Side)	10.0 ft	0.5 ft	0.6 ft
North (Secondary)	15.0 ft	1.5 ft	3.6 ft
West (Rear)	15.0 ft	20.8 ft	6.7 ft
Impervious Surface Ratio (ISR)			
Maximum	0.80	0.88	0.94
Building Height			
Maximum	30.0 ft		28.0 ft
Density			
Max FAR	0.65	0.53	0.88

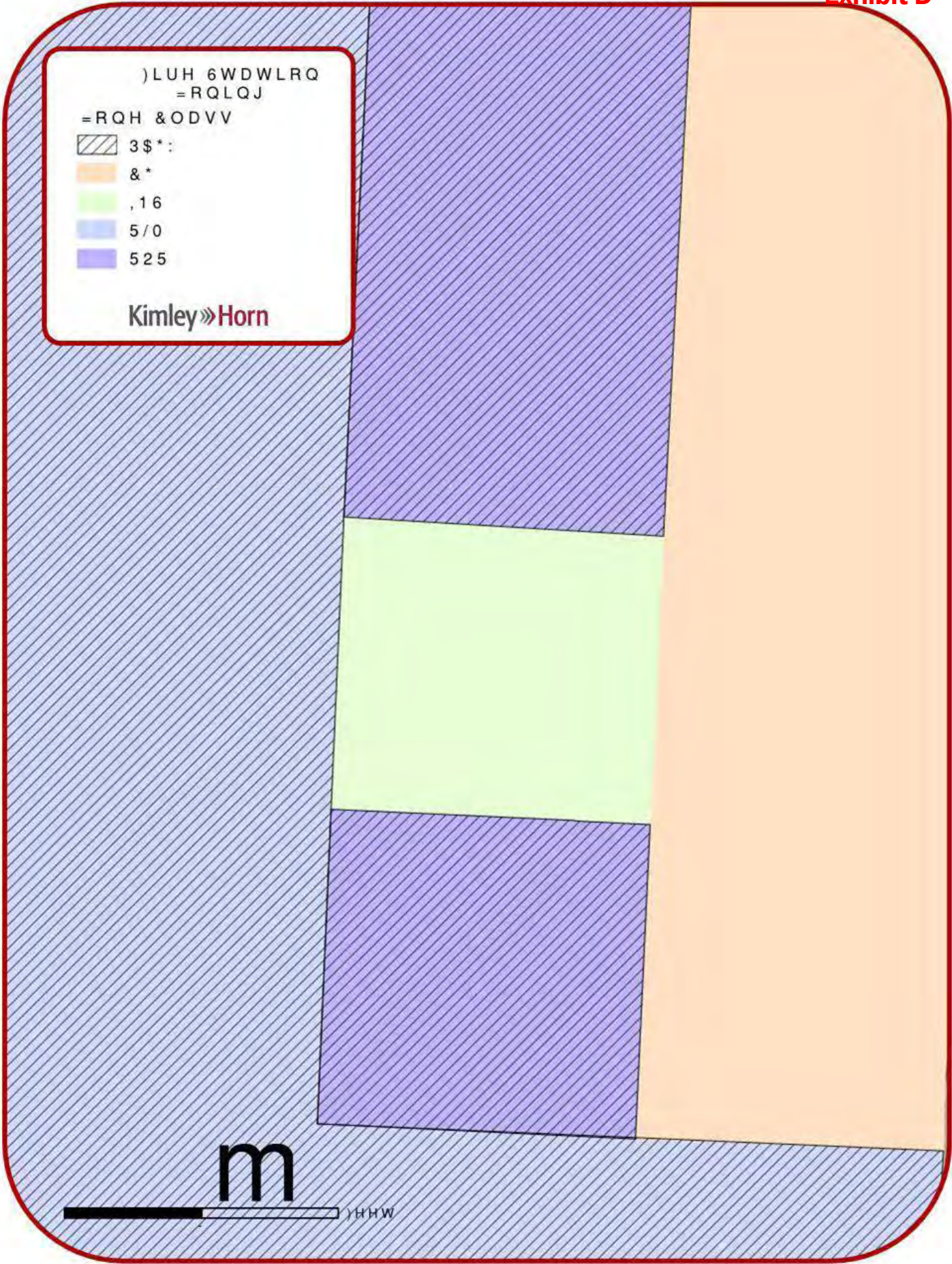
Should you have any questions, please contact Shelby Hughes at 727-498-2585 or via email at Shelby.Hughes@Kimley-Horn.com.

Sincerely,

Shelby Hughes, P.E.
Kimley-Horn and Associates, Inc.

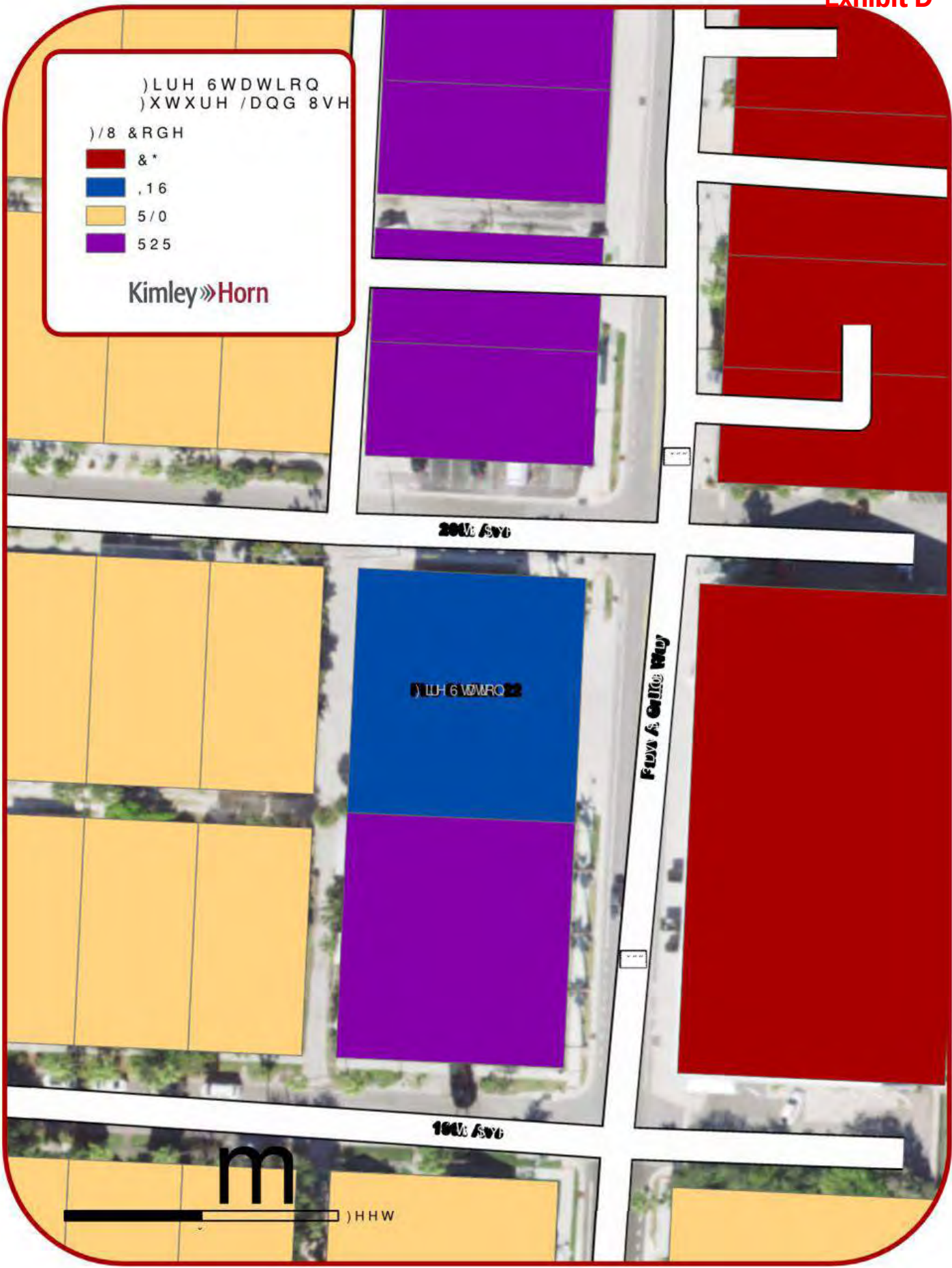


APPENDIX A: Fire Station #22 - Zoning





APPENDIX B: Fire Station #22 – Future Land Use





September 2022

Site Investigation Report
Fire Station #22 – St. Pete Beach

Site Address
1950 Pass-A-Grill Way
St. Pete Beach, FL 33706

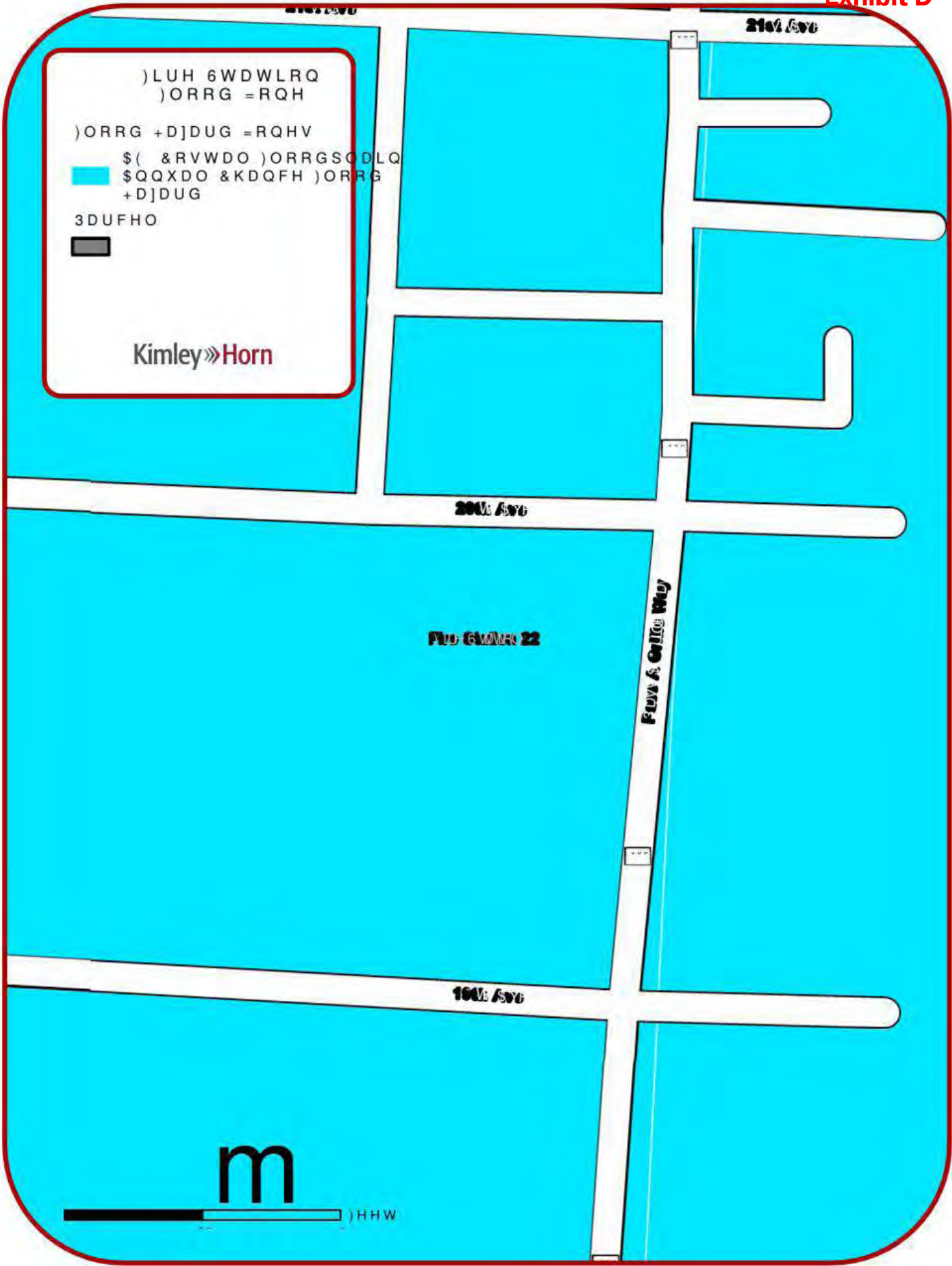
Prepared for:

Sweet Sparkman Architecture and Interiors
1819 Main Street, Suite 400
Sarasota, FL 34237

Prepared by:

Kimley-Horn and Associates, Inc.
100 2nd Avenue South, Suite 105N
St. Petersburg, FL 33701

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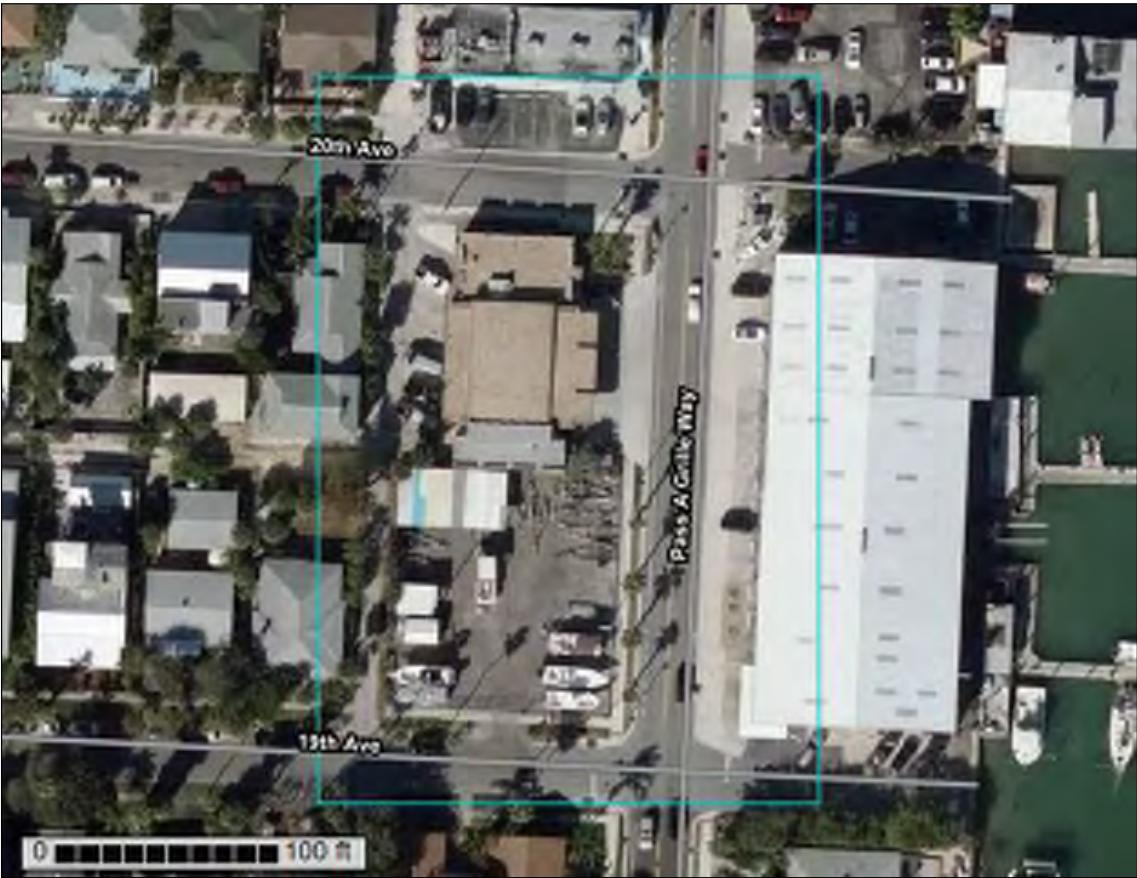


APPENDIX D: USDA Web Soil Exhibit



A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Pinellas County, Florida



alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
19	Palm Beach fine sand, 0 to 8 percent slopes	1.7	100.0%
Totals for Area of Interest		1.7	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pinellas County, Florida
Survey Area Data: Version 18, Aug 27, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 20, 2020—Jan 28, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Pinellas County, Florida

19—Palm Beach fine sand, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 134cr
Elevation: 0 to 120 feet
Mean annual precipitation: 42 to 56 inches
Mean annual air temperature: 52 to 77 degrees F
Frost-free period: 190 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Palm beach and similar soils: 95 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Palm Beach

Setting

Landform: Ridges on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Shells and sandy marine deposits

Typical profile

A - 0 to 4 inches: fine sand
C - 4 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Excessively drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Very high (20.00 to 50.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 30 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Forage suitability group: Sandy soils on ridges and dunes of xeric uplands (G154XB111FL)
Other vegetative classification: Sandy soils on ridges and dunes of xeric uplands (G154XB111FL)
Hydric soil rating: No

Minor Components

Beaches

Percent of map unit: 3 percent
Landform: Beaches on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Forage suitability group not assigned (G154XB999FL)
Hydric soil rating: Unranked

Tavares

Percent of map unit: 2 percent
Landform: Ridges on marine terraces, knolls on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises, knolls, and ridges of mesic uplands (G154XB121FL)
Hydric soil rating: No

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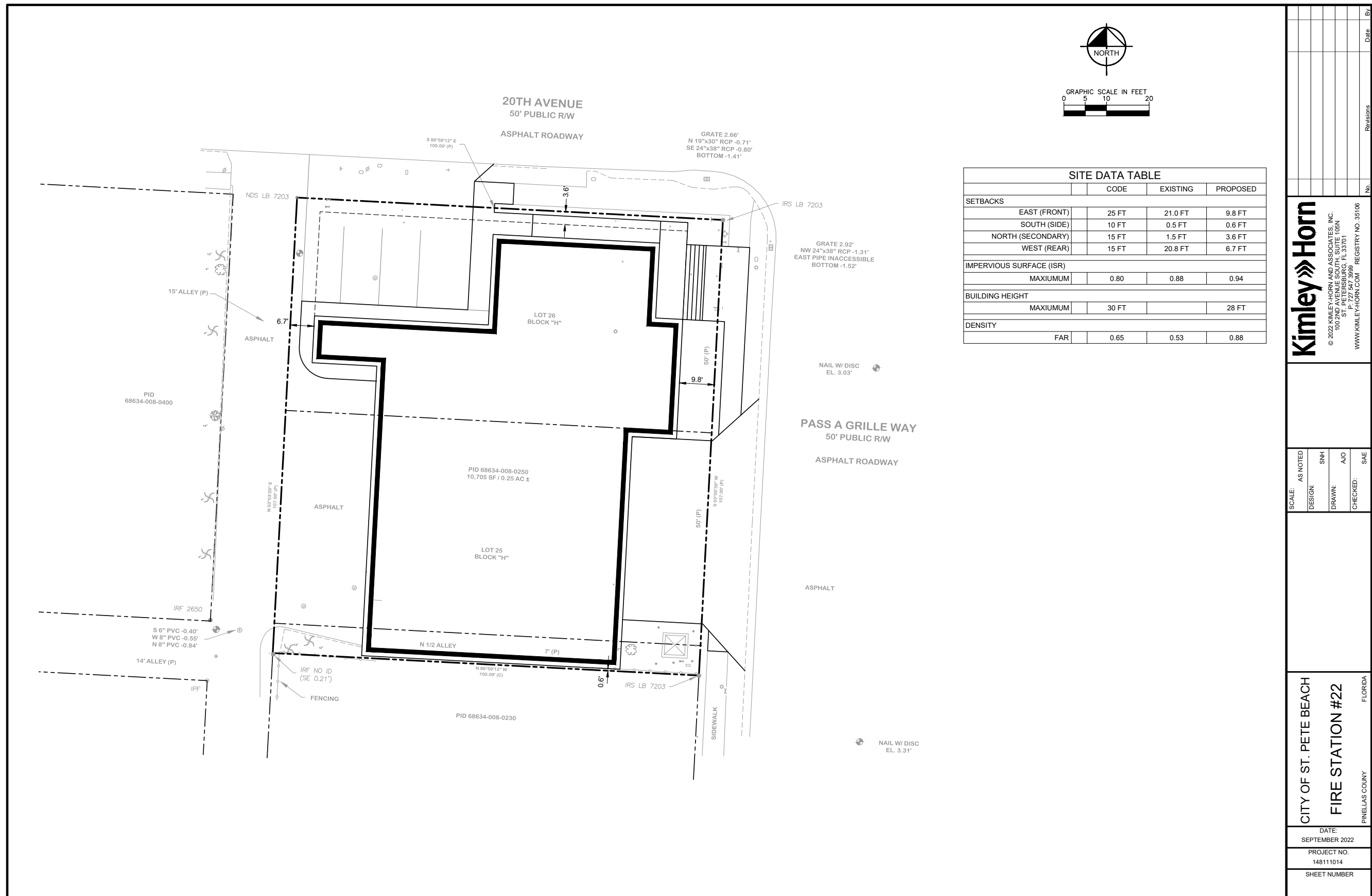


APPENDIX E: Fire Station #22 – Existing Site Conditions



APPENDIX F: Fire Station #22 – Proposed Site Condition Analysis

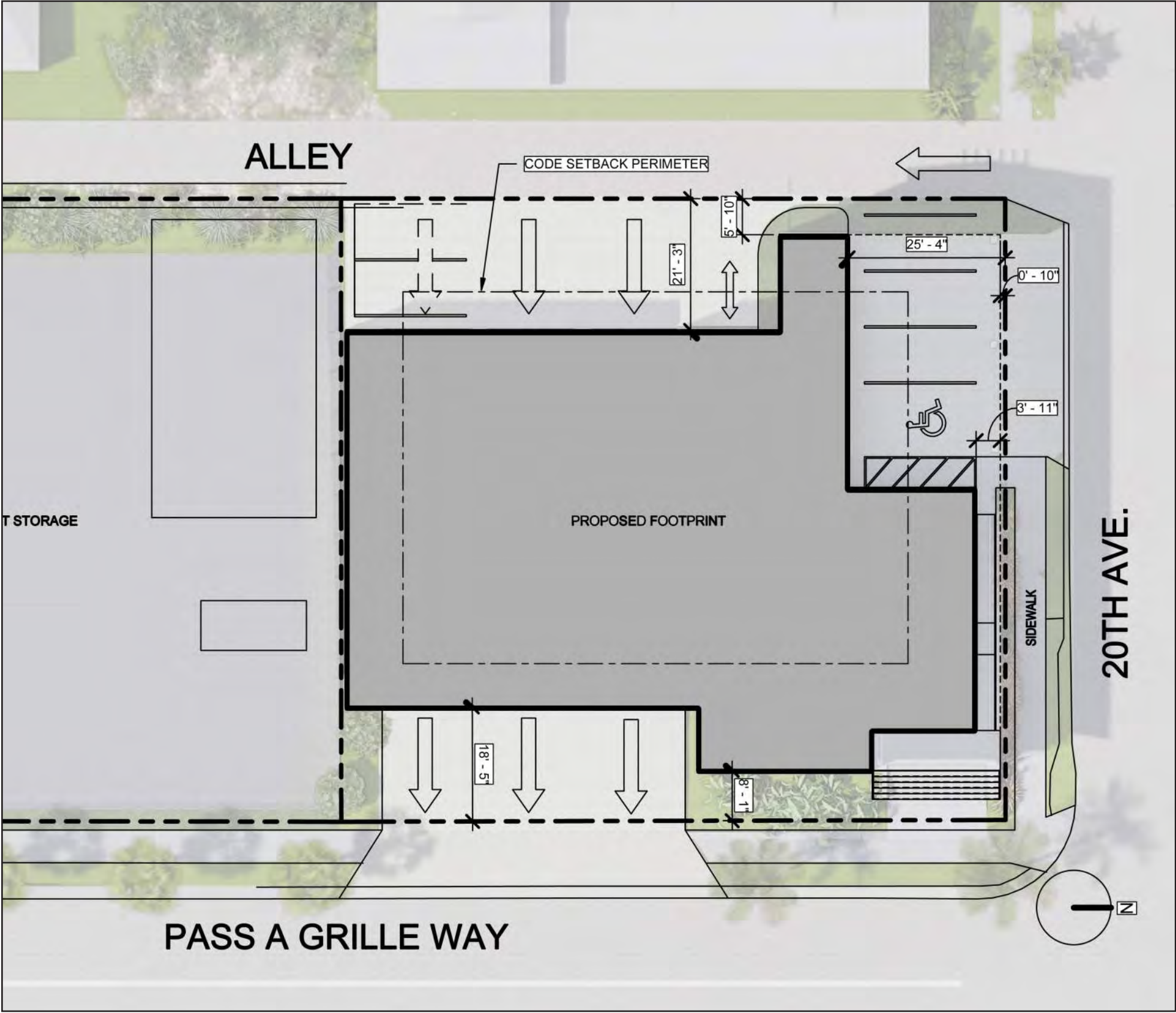






Proposed Site Plan with Setbacks - Option A

Proposed Option A extends into the zoning setbacks but is consistent with the prevailing massing and siting characteristics of the Pass A Grille community. In addition, this option provides several tangible site-specific benefits to the owner, including on-site surface parking and further a greater vehicular/apparatus maneuverability on the west alley entrance.



Auto Turn Study - Option A

The Auto turn study for Option A indicates that the owner-provided apparatus should be able to safely enter all three bays from the alley side. While the study shows the clearance is tight, the siting of this plan is similarly positioned compared to the existing station from the alley side, which can currently be entered from the rear.



Proposed Footprint with Setbacks - Option B

Proposed Option B is designed to fit completely within the allowable setbacks. While this option is consistent with the zoning code in terms of building footprint, other special permissions/variances may still be required, such as permission to create parallel street parking along 20th Ave, which may still be insufficient for staff. Preliminary analysis of apparatus maneuverability via the west alley indicates that this option may necessitate back-in-only bays.



Auto Turn Study - Option B

The Auto Turn study for Option B shows that the apparatus as provided by the owner cannot maneuver the turn into any of the three bays from the alley side at this time. This would most-likely necessitate back-in only bays.



Building Program

The provided program comparrison breakdown shows that the overall square footage difference is approximately 1000 SF. The option with larger square footage per space is denoted in green. The mezzanine accounts for 440 SF of the total square footage delta, whereas the remaining delta is mostly spread out in smaller increments over the total program.

Option B does not have a 1st level office or report room.

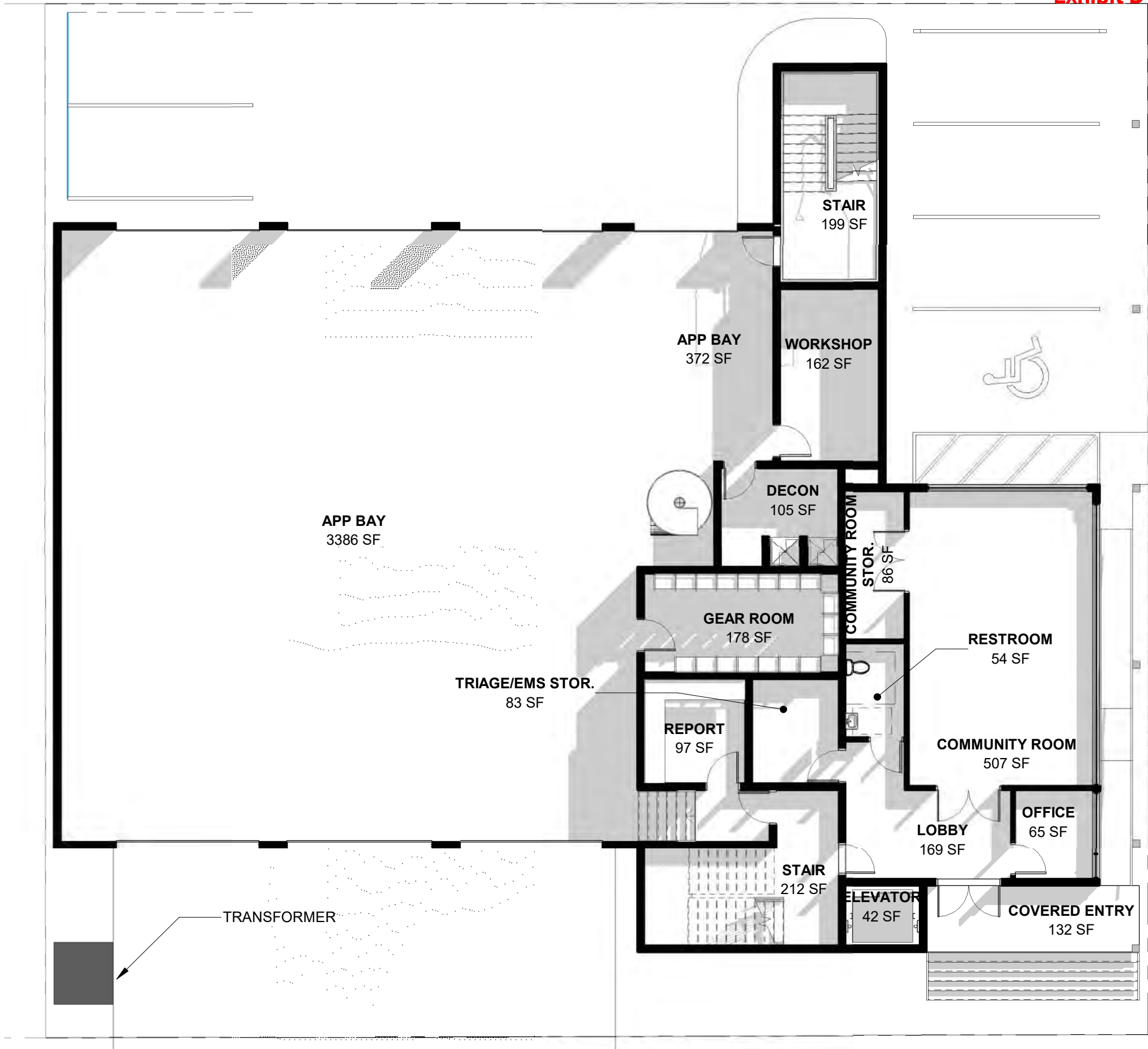
The program references a “lobby” and a “lobby/elevator vestibule.” Option A has a larger, public 1st floor lobby with a smaller “elevator vestibule” on the second floor, which is restricted to the public. Option B has a small lobby on the first floor that serves mostly as means to access the elevator and stair. In Option B, The true lobby that serves the public for community services is on the second floor. The sums of the ground floor and 2nd floor lobbies are 274 SF for Option A, and 298 SF for Option B, which accounts for a relatively insignificant 24 SF differential overall.

SPACE TYPE	SPACE TYPE	OPTION A AREA (SF)	OPTION B AREA (SF)
APP BAY/ SUPPORT	DECON	105	158
	WORKSHOP	162	104
	GEAR ROOM	178	173
	APPARATUS BAY	3386	3379
	APPARATUS BAY (AUX)	304	152
VERTICAL CIRCULATION	ELEVATOR	42	42
	STAIR 1	199	185
	SLIDE (FLOOR 1)	68	68
	STAIR 2	212	188
COMMUNITY SPACES	RESTROOM	54	67
	TRIAGE/EMS STORAGE	83	81
	COMMUNITY ROOM	507	500
	COMMUNITY ROOM STORAGE	86	63
	LOBBY	169	77
LIVING/ WORKING/ SLEEPING	OFFICE 1	65	N/A
	REPORT 1	97	N/A
	REPORT 2	101	96
	IT ROOM	63	52
	LAUNDRY	80	90
	BATH	88	95
	BATH	88	95
	BUNK	118	118
	BUNK	121	121
	BUNK	121	121
	LT. BUNK	121	121
	LT. OFFICE	101	121
	STORAGE	121	N/A
	LOBBY/ELEVATOR VESTIBULE	105	221
	DAY ROOM/DINING/ KITCHEN	825	808
	EXERCISE ROOM	476	392
CIRCULATION	SLIDE ROOM	121	125
	CORRIDOR (SUM)	367	391
EXT.	ROOF TERRACE (OPTIONAL)	*UP TO 3318 SF	
	BALCONY	190	169
SUPPORT	MEZZANINE	780	340
Total SF:		9704	8713

* Roof Terrace not included in total SF

Proposed 1st Floor Plan - Option A

Exhibit D



Proposed 2nd Floor Plan - Option A

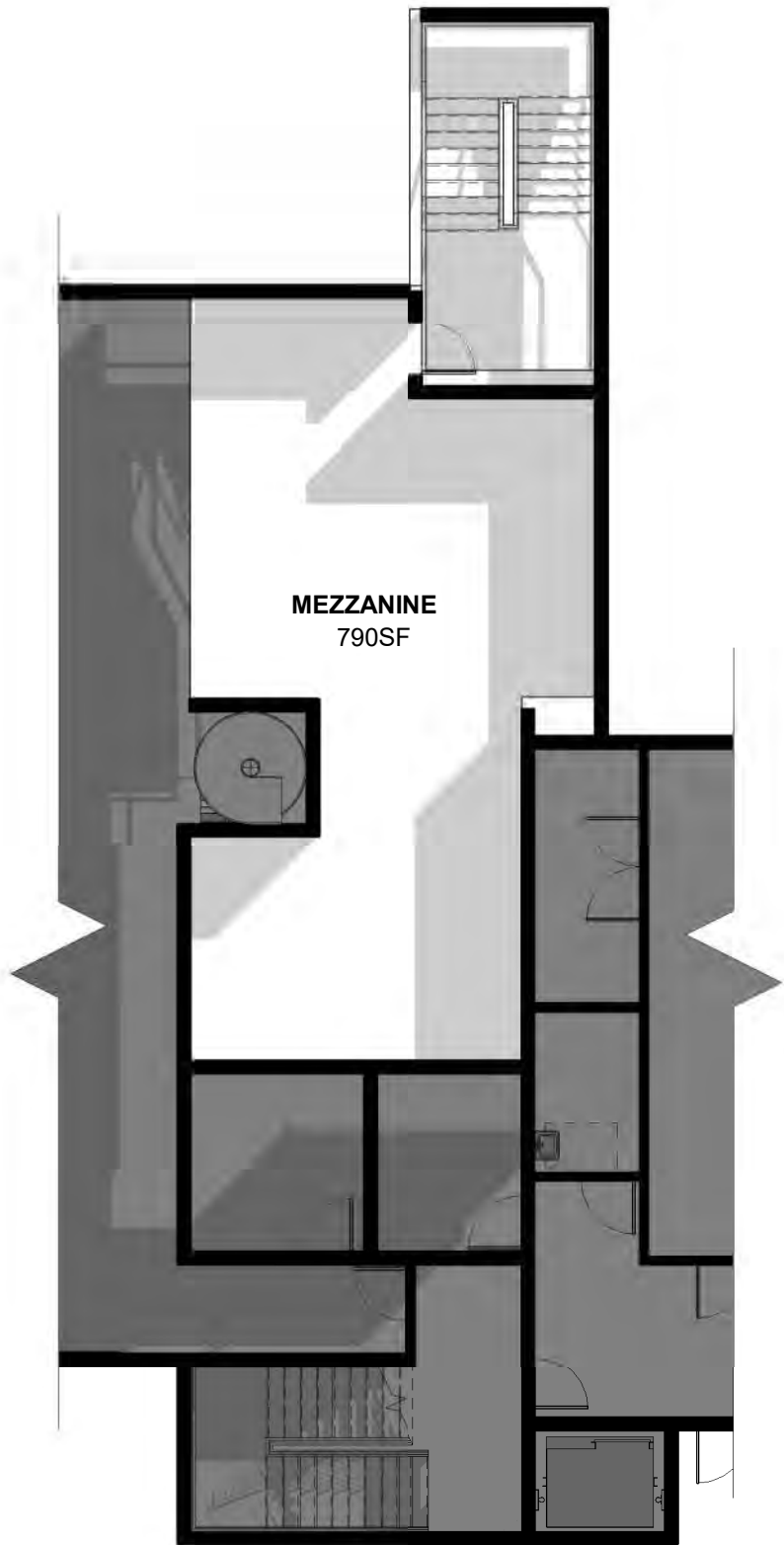
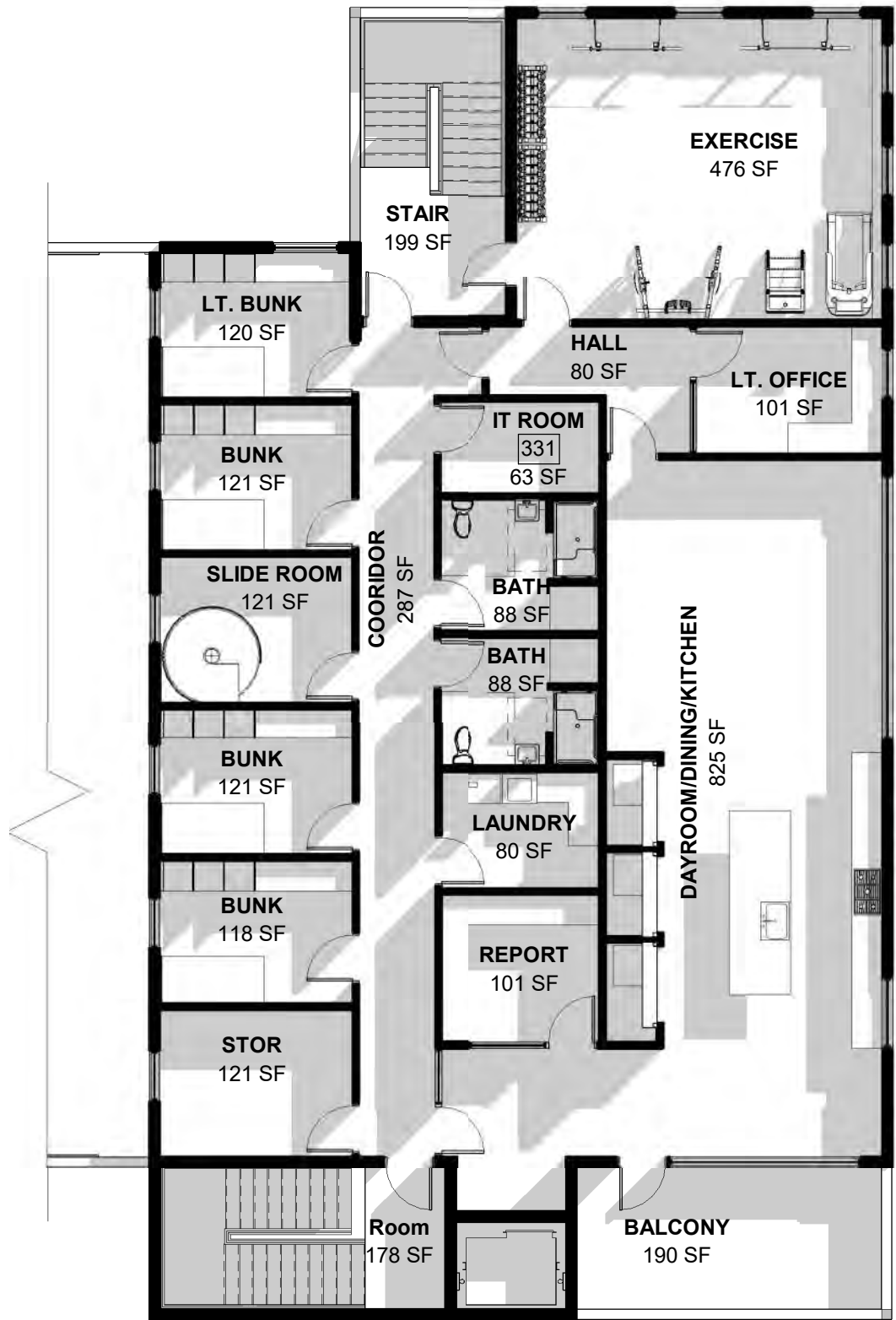
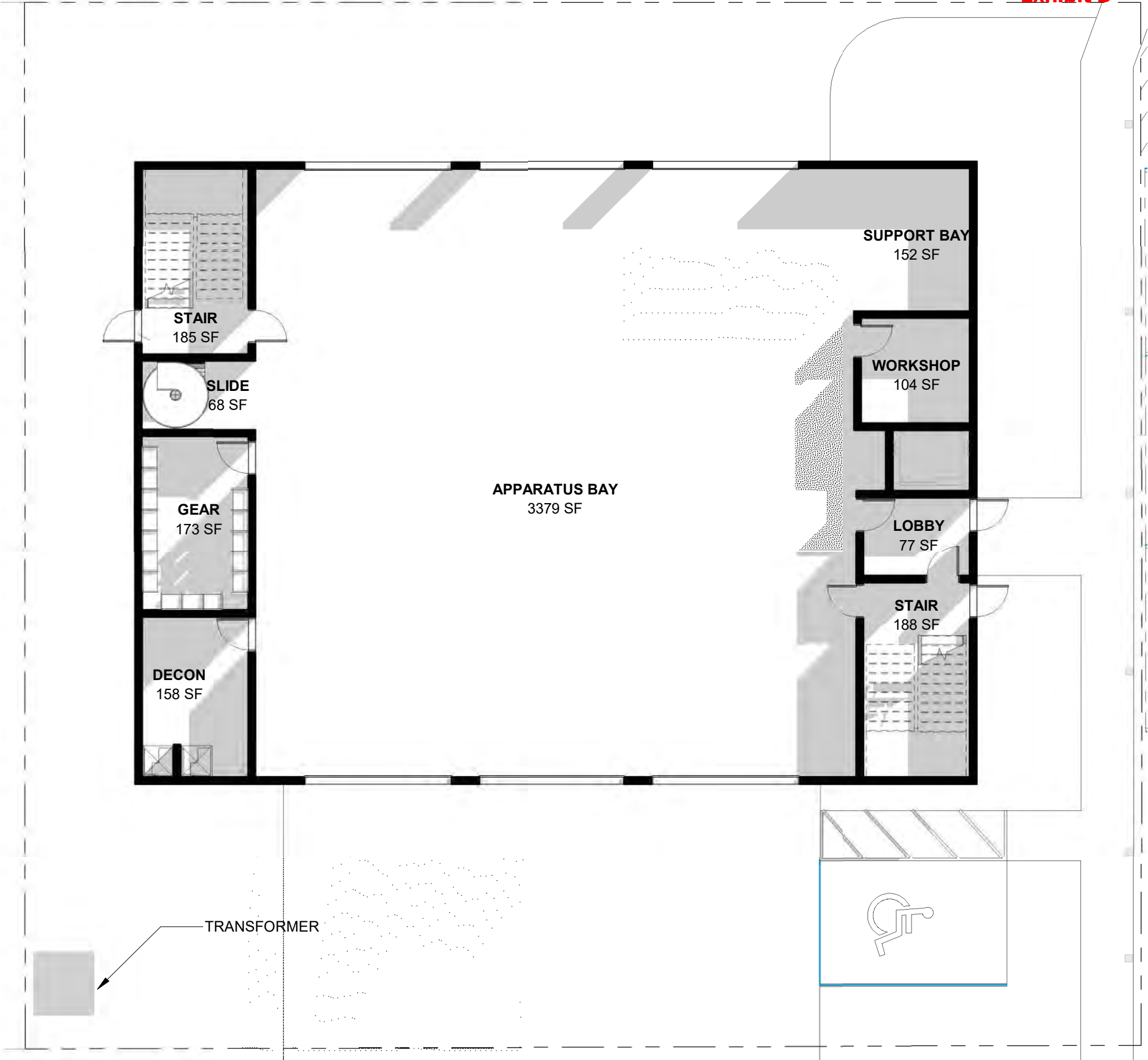


Exhibit D

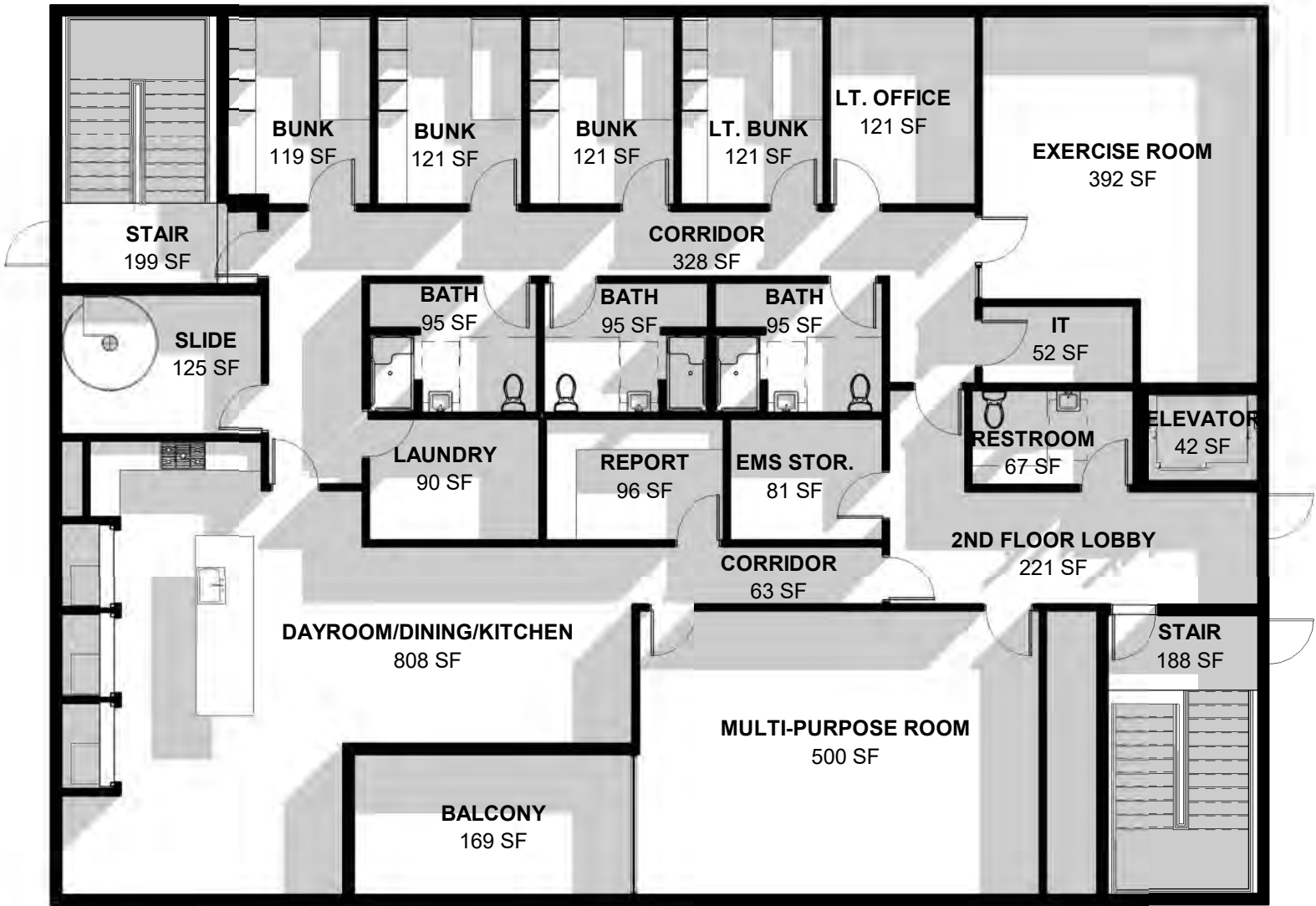


Proposed 1st Floor Plan - Option B

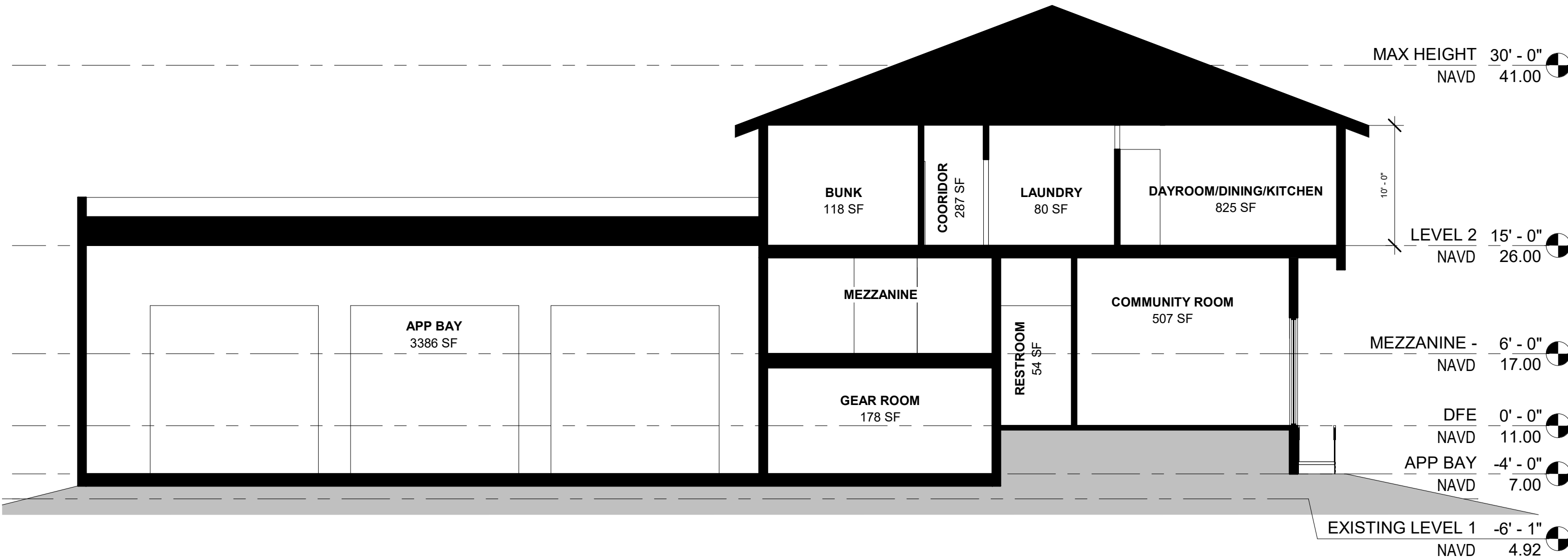
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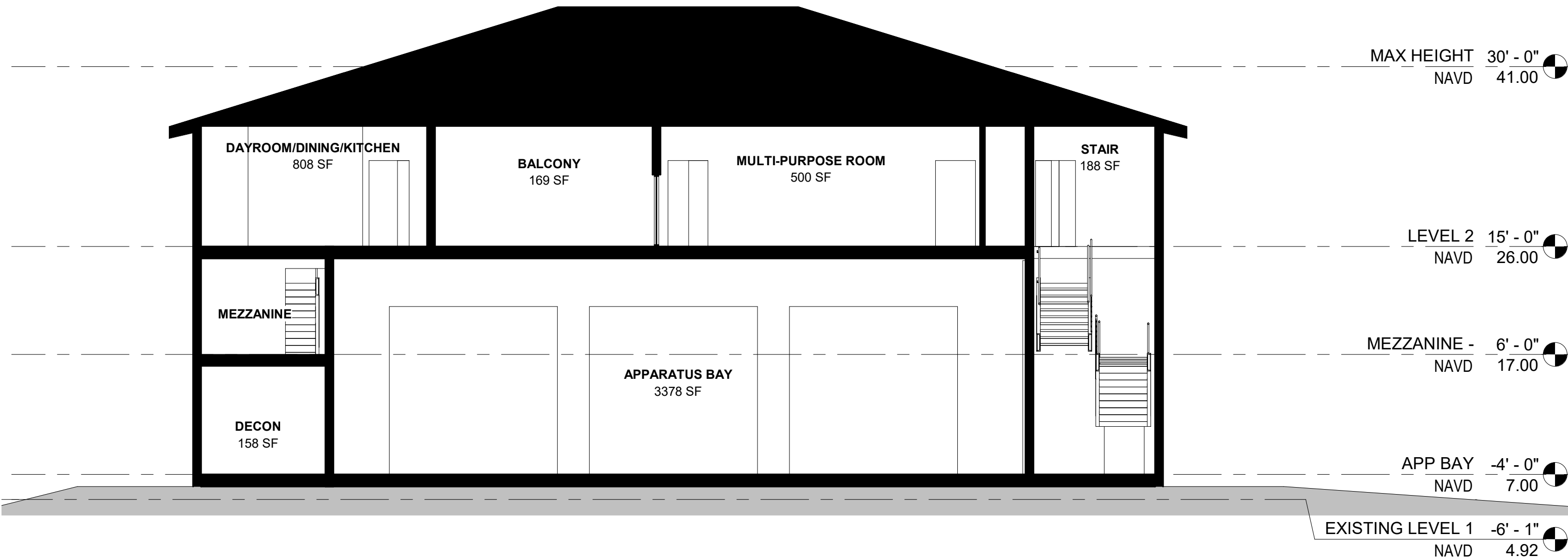
Proposed 2nd Floor Plan - Option B



Proposed Option A - Section



Proposed 2nd Floor Plan - Option B















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AIA® Document E204™ – 2017

Sustainable Projects Exhibit

This Exhibit dated the Thirteenth day of June in the year Two Thousand Twenty Three is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

(Name and location or address of the Project)

City of St. Pete Beach New Fire Station #22, Phase 2.

Located at the corner of 20th Avenue and Pass-A-Grille Way in the National Register listed Historic Pass-A-Grille District.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	ARCHITECT
3	CONTRACTOR
4	OWNER
5	CLAIMS AND DISPUTES
6	MISCELLANEOUS PROVISIONS
7	SPECIAL TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of the services of the Architect, the Work of the Contractor, and requirements and services of the Owner, where the Project includes achievement of a Sustainable Objective.

§ 1.2 Definitions

§ 1.2.1 Sustainable Objective

The Sustainable Objective is the Owner's goal of incorporating Sustainable Measures into the design, construction, maintenance and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency. The Sustainable Objective is identified in the Sustainability Plan.

§ 1.2.2 Sustainable Measure

A Sustainable Measure is a specific design or construction element, or post occupancy use, operation, maintenance or monitoring requirement that must be completed in order to achieve the Sustainable Objective. The Owner, Architect and Contractor shall each have responsibility for the Sustainable Measure(s) allocated to them in the Sustainability Plan.

§ 1.2.3 Sustainability Plan

The Sustainability Plan is a Contract Document that identifies and describes: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's, Architect's and Contractor's

Init.

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roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.

§ 1.2.4 Sustainability Certification

The Sustainability Certification is the initial third-party certification of sustainable design, construction, or environmental or energy performance, such as LEED®, Green Globes™, Energy Star or another rating or certification system, that may be designated as the Sustainable Objective or part of the Sustainable Objective for the Project. The term Sustainability Certification shall not apply to any recertification or certification occurring subsequent to the initial certification.

§ 1.2.5 Sustainability Documentation

The Sustainability Documentation includes all documentation related to the Sustainable Objective or to a specific Sustainable Measure that the Owner, Architect or Contractor is required to prepare in accordance with the Contract Documents. Responsibility for preparation of specific portions of the Sustainability Documentation will be allocated among the Owner, Architect and Contractor in the Sustainability Plan and may include documentation required by the Certifying Authority.

§ 1.2.6 Certifying Authority

The Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.

§ 1.3 Set forth below any incentive programs related to the Sustainable Objective the Owner intends to pursue, any deadlines for receiving the incentives, and any requirements related to the incentive programs that are applicable to the Architect or the performance of the Architect's services:

(Identify incentive programs the Owner intends to pursue and deadlines for submitting or applying for the incentive program.)

N/A

§ 1.4 The Parties agree to incorporate this Exhibit into the agreements with the project participants performing services or Work in any way associated with the Sustainable Objective.

ARTICLE 2 ARCHITECT

§ 2.1 Scope of Architect's Sustainability Services

The Architect shall provide the Sustainability Services described in this Article 2. The Architect's performance of the services set forth in this document is based upon the Initial Information included in the Owner-Architect Agreement.

§ 2.2 Sustainability Certification Agreements

If the anticipated Sustainable Objective set forth in the Initial Information includes a Sustainability Certification, the Architect shall provide the Owner with copies of all agreements required by the Certifying Authority to register the Project and pursue the Sustainability Certification. The Owner and Architect will review and confirm that the terms of those agreements are acceptable to the Owner before moving forward with the Sustainability Services under this Article 2. The Owner agrees to execute all documents required by the Certifying Authority to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner, for the limited purpose of pursuing the Sustainability Certification.

§ 2.3 Sustainability Workshop

As soon as practicable, but not later than the conclusion of the Schematic Design Phase Services, the Architect shall conduct a Sustainability Workshop with the Owner, the Owner's consultants, and the Architect's consultants, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule, the Owner's program, and the Owner's budget for the Cost of the Work.

§ 2.4 Sustainability Plan Services

§ 2.4.1 Following the Sustainability Workshop, the Architect shall prepare a Sustainability Plan based on the Sustainable Objective and targeted Sustainable Measures.

§ 2.4.2 As part of the Architect's submission of the Schematic Design Documents in accordance with the Owner-Architect Agreement, the Architect shall submit the Sustainability Plan prepared in accordance with Section 2.4.1, to the Owner, and request the Owner's approval.

§ 2.4.3 As part of the Architect's submission of the Design Development Documents and Construction Documents in accordance with the Owner-Architect Agreement, the Architect shall advise the Owner of any adjustments to the Sustainability Plan, and request the Owner's approval.

§ 2.4.4 The Architect shall perform those Sustainable Measures identified as the responsibility of the Architect in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

§ 2.4.5 Subject to Section 2.9.2, the Architect shall make adjustments to the Sustainability Plan as the design and construction of the Project progresses.

§ 2.5 Design Phases

§ 2.5.1 The Architect shall prepare Schematic Design Documents, Design Development Documents and Construction Documents that incorporate the Sustainable Measures identified in the Sustainability Plan, as appropriate.

§ 2.5.2 As part of the Sustainable Measures, the Project may require the use of materials and equipment that have had limited testing or verification of performance. The Architect may be unable to determine whether the materials or equipment will perform as represented by the manufacturer or supplier. The Architect shall discuss with the Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 2.6 Construction Phase

§ 2.6.1 The Architect shall advise and consult with the Owner regarding the progress of the Project toward achievement of the Sustainable Measures. Based on site visits performed in accordance with the Owner-Architect Agreement and other information received from the Contractor, the Architect shall promptly notify the Owner of known deviations from the Contract Documents and defects or deficiencies in the Work that will affect the achievement of Sustainable Measures. The Architect shall meet with the Owner and Contractor to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures.

§ 2.6.2 If the Architect determines that a proposed change in the Work would materially impact a Sustainable Measure or the Sustainable Objective, the Architect shall notify the Owner and, upon the Owner's written authorization, further investigate such change.

§ 2.6.3 At Substantial Completion, the Architect shall forward to the Owner all Sustainability Documentation prepared by the Contractor in accordance with the Contract Documents, except for Sustainability Documentation which by its nature must be completed after Substantial Completion.

§ 2.6.4 The Owner's payment of the Architect's final invoice does not relieve the Architect's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

§ 2.7 Project Registration and Submissions of Sustainability Documentation to the Certifying Authority

§ 2.7.1 If the Sustainable Objective includes a Sustainability Certification, the Architect, as agent for the Owner, shall perform the services set forth in this Section 2.7.

§ 2.7.2 The Architect shall register the Project with the Certifying Authority. Registration fees and any other fees charged by the Certifying Authority, and paid by the Architect, shall be a reimbursable expense and shall be credited against any initial payment received pursuant to the Owner-Architect Agreement.

§ 2.7.3 The Architect shall collect the Sustainability Documentation from the Owner and Contractor; organize and manage the Sustainability Documentation; and, subject to Section 2.9.2, submit the Sustainability Documentation to the Certifying Authority as required for the Sustainability Certification process.

§ 2.7.4 Subject to Section 2.9.2, the Architect shall prepare and submit the application for certification of the Project to the Certifying Authority, including any required supporting documentation, in accordance with the Sustainability Plan.

§ 2.7.5 Subject to Section 2.9.2, and provided the Architect receives timely notice from the Owner or Certifying Authority, the Architect shall prepare and file necessary documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

§ 2.7.6 Subject to Section 2.9.2, the Architect shall prepare responses to comments or questions received from the Certifying Authority, and submit additional required documentation.

§ 2.7.7 Any certification, declaration or affirmation the Architect makes to the Certifying Authority shall not constitute a warranty or guarantee to the Owner or to the Owner's contractors or consultants.

§ 2.8 Copyrights and Licenses

§ 2.8.1 Solely for the purpose of obtaining or maintaining the Sustainability Certification, the Architect grants to the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the Certifying Authority to comply with the requirements imposed by the Certifying Authority, and further grants the Owner a nonexclusive license to allow the Certifying Authority to publish the Instruments of Service in accordance with the policies and agreements required by the Certifying Authority. The licenses granted in this Section are valid only if the Owner substantially performs its obligations under the Owner-Architect Agreement, including prompt payment of all sums when due.

§ 2.8.2 Submission or distribution of Instruments of Service to meet requirements of a Certifying Authority in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants under the Owner-Architect Agreement.

§ 2.9 Additional Services

§ 2.9.1 Upon recognizing the need to perform the following Additional Services, in addition to those listed in the Owner-Architect Agreement, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Changing or editing previously prepared Instruments of Service, including the Sustainability Plan, necessitated by the Certifying Authority's changes in the requirements necessary to achieve the Sustainability Certification; or
- .2 Assistance to the Owner or Contractor with preparation of Sustainability Documentation, for which the Owner or Contractor is responsible pursuant to the Sustainability Plan.

§ 2.9.2 The Architect shall provide services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 4 (four) adjustments to the Sustainability Plan
- .2 4 (four) meetings during the Design and Construction Phases required to define, develop and incorporate the Sustainable Measures into the Contract Documents
- .3 1 (one) submittals to the Certifying Authority
- .4 2 (two) responses to the Certifying Authority's comments and questions
- .5 1 (one) appeals to the Certifying Authority pursuant to Section 2.7.5

Init.

- .6 2 (two) meetings with the Owner and Contractor, pursuant to Section 2.6.1, to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures due to deviations from the Contract Documents or defects or deficiencies in the Contractor's Work.

ARTICLE 3 CONTRACTOR

§ 3.1 The Contractor shall perform those Sustainable Measures identified as the responsibility of the Contractor in the Sustainability Plan.

§ 3.2 The Contractor shall meet with the Owner and Architect to discuss alternatives in the event the Owner or Architect recognizes a condition that will affect achievement of a Sustainable Measure or achievement of the Sustainable Objective. If any condition is discovered by, or made known to, the Contractor that will adversely affect the Contractor's achievement of a Sustainable Measure for which the Contractor is responsible pursuant to the Sustainability Plan, the Contractor will promptly provide notice to the Architect and meet with the Owner and Architect to discuss alternatives to remedy the condition.

§ 3.3 The Contractor shall include, with any request for substitution, a written representation identifying any potential effect the substitution may have on the Project's achievement of a Sustainable Measure or the Sustainable Objective. The Owner and Architect shall be entitled to rely on any such representation. In preparing this representation, the Contractor may request additional information from the Architect describing how the product, material or equipment, for which a substitution is proposed, was intended to satisfy the requirements of a Sustainable Measure or contribute toward achievement of the Sustainable Objective.

§ 3.4 The Contractor shall be responsible for preparing and completing the Sustainability Documentation required from the Contractor by the Contract Documents, including any Sustainability Documentation required to be submitted after Substantial Completion. The Contractor shall submit the Sustainability Documentation to the Architect in accordance with any schedules or deadlines set forth in, or as otherwise required by, the Contract Documents. In the absence of schedules or deadlines for submission of Sustainability Documentation in the Contract Documents, the Contractor will submit the Sustainability Documentation with reasonable promptness, but in no event more than 60 days after Substantial Completion, so that the Architect may submit the Sustainability Documentation to the Certifying Authority.

§ 3.5 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents and the Contractor's design professional proposes the use of materials or equipment that have had limited testing or verification of performance, the Contractor shall discuss with the Architect and Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Contractor and Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from the failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 3.6 The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Sustainability Plan and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Sustainability Plan.

§ 3.7 Construction Waste Management

The Contractor, in accordance with the Contract Documents, shall prepare and submit to the Architect and Owner a construction waste management and disposal plan setting forth the procedures and processes for salvaging, recycling or disposing of construction waste generated from the Project. The Contractor shall recycle, reuse, remove or dispose of materials as required by the Contract Documents.

§ 3.8 Substantial Completion

Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of a Certificate of Substantial Completion. Except for that portion of the Sustainability Documentation that by its nature must be provided after Substantial Completion, the Contractor shall submit all other Sustainability Documentation required from the Contractor by the Contract Documents no later than the date of Substantial Completion.

§ 3.9 Final Completion

§ 3.9.1 All Sustainability Documentation required from the Contractor by the Contract Documents shall be submitted to the Architect before final payment or any remaining retained percentage shall become due.

§ 3.9.2 Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of the final Certificate for Payment. Final payment does not relieve the Contractor's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

ARTICLE 4 OWNER

§ 4.1 Based on the Owner's approval of the Sustainability Plan and any approved changes to the Sustainability Plan, the Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan, or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants performs the contractor's or consultant's services in accordance with the Sustainability Plan.

§ 4.2 The Owner shall provide to the Contractor and Architect any information requested by the Contractor or Architect that is relevant and necessary for achievement of the Sustainable Objective, including: design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

§ 4.3 The Owner shall comply with the requirements of the Certifying Authority as they relate to the ownership, operation and maintenance of the Project both during construction and after completion of the Project.

§ 4.4 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the Certifying Authority, or taking any other actions determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded Sustainability Certification.

§ 4.5 The Owner shall provide the services of a commissioning agent who shall be responsible for commissioning of the Project, or the Owner may engage the Architect to provide commissioning services as an Additional Service.

ARTICLE 5 CLAIMS AND DISPUTES

The Owner, Contractor and Architect waive claims against each other for consequential damages resulting from failure of the Project to achieve the Sustainable Objective or one or more of the Sustainable Measures.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Owner, Contractor and Architect acknowledge that achieving the Sustainable Objective is dependent on many factors beyond the Contractor's and Architect's control, such as the Owner's use and operation of the Project; the work or services provided by the Owner's other contractors or consultants; or interpretation of credit requirements by a Certifying Authority. Accordingly, neither the Architect nor the Contractor warrant or guarantee that the Project will achieve the Sustainable Objective.

§ 6.2. This Sustainable Projects Exhibit shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor or (3) between the Owner and the Architect's consultants.

ARTICLE 7 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Sustainable Project Exhibit, if any, are as follows:

In accordance with the City of St. Pete Beach, Sec. 98-5 – Municipal buildings:

All newly constructed municipal buildings will be designed, contracted and built to achieve either the LEED™ Silver certification level or the Florida Green Building Council Commercial Building Designation Standard. When project resources and conditions permit, the city shall strive for a higher level of certification (either Gold or Platinum LEED certification).

The Architect shall utilize consultant services provided by Two Trails, Inc. for LEED certification services.

Init.

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

Agenda Report

Agenda Title Name: Task order with Stantec Consulting Services, Inc., for on-call transportation planning services in the amount of \$25,000.00.

Action Request: Move to approve the task order with Stantec Consulting Services, Inc., for on-call transportation planning services in the amount of \$25,000.00 and to authorize the City Manager to execute the task order.

Strategic Objective: Transportation

Date: May 13, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City requested a task order proposal from Stantec Consulting Services, Inc. under the CCNA contract executed on 1-7-2021 and renewed on 1-28-2025. The purpose of the task it to provide on-call transportation planning services to assist the City in concurrency review and adhering to Division 29 – Concurrency Management of the City Land Development Code.

These services include, but are not limited to:

- review of traffic methodologies and traffic impact analyses
- providing traffic review comments
- partaking in virtual/coordination meetings with the applicant's consultant
- attending in-person public hearing meetings as needed.

The task budget is not to exceed \$25,000.00 on a labor plus materials (hourly) basis.

Funding: 6101-5312 Public Services Admin Planning & Engineering (\$53,771.92 available balance)

Attachments:

1. Stantec Task Order



TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES

<i>Date of Task Order Request</i>	April 8 th , 2025
<i>Firm Selected for Task</i>	Stantec Consulting Services, Inc.
<i>Task (Project) Name</i>	On-Call Transportation Planning Services
<i>Task Description (and other relevant details)</i>	The purpose of the task is to provide on-call transportation planning services to the City of St. Pete Beach. These services include, but are not limited to, review of traffic methodologies and traffic impact analyses, providing traffic review comments, partaking in virtual / coordination meetings with the applicant's consultant, and attending in-person public hearing meetings as needed.
<i>Task Budget</i>	Not to exceed \$25,000
<i>Conflict of Interest</i>	No.
<i>Task Order Completion Date</i>	January 7, 2026

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

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

Acknowledgement of Task Order:

Frances Robustelli
City Manager
City of St. Pete Beach

Date _____

Douglas Stoker
Senior Principle
Stantec Consulting Services, Inc.

04/08/25

Date _____

Camden Mills
Public Services Director
City of St. Pete Beach

Date _____

Christian Kline
Project Manager, Traffic Engineer
Stantec Consulting Services, Inc.

04/08/25

Date _____



SCOPE OF SERVICES

On-Call Transportation Planning Services

1.0 PROJECT OBJECTIVE

The City of St. Pete Beach ("CITY") is in need of a transportation planning review consultant and wishes for Stantec Consulting Services, Inc. (CONSULTANT) to provide a scope for on-call transportation planning services. The objective of these services is to assist the CITY in their Concurrency review and adhering to Division 29 – Concurrency Management of the CITY *Land Development Code (LDC)*.

2.0 PROJECT SCOPE OF SERVICES

The CONSULTANT shall perform the following services:

Task 1: Meetings and Coordination

The CONSULTANT shall attend a virtual methodology meeting with the development applicant and City staff and then coordinate with the applicant throughout the review of the traffic impact analyses (TIA) as needed. In some instances, the methodology review may require intergovernmental coordination dependent on the size and location of the proposed development. Therefore, the CONSULTANT may be required to coordinate with the Florida Department of Transportation (FDOT) District Seven – Pinellas Operations, Pinellas County Transportation Division (COUNTY), Forward Pinellas (TPO), and/or Pinellas Suncoast Transit Authority (PSTA).

The CONSULTANT shall coordinate with the CITY via email, phone, or virtual meeting prior to providing feedback or review comments to the applicant.

The CONSULTANT shall require CITY staff approval prior to engagement and coordination with all government agencies, applicants, and otherwise outside entities.

Task 2: Traffic Methodology Review

The CONSULTANT shall review the traffic methodology statement submitted by the applicant and may provide review comments prior to approval. Since the CITY does not have their own TIA procedures and guidelines, the traffic methodology shall generally adhere to the following:

- 2021 COUNTY *Transportation Design Manual*, Chapter 3 – Traffic Study Guidelines
- 2021 FDOT *Traffic Analysis Handbook*
- 2024 FDOT *Multimodal Transportation Site Impact Handbook (MTSIH)*
- 2024 FDOT *Project Traffic Forecasting Handbook*

Task 3: Traffic Impact Analysis Review

The CONSULTANT shall review traffic impact analyses submitted by the applicant, and in some cases, traffic studies or operational analyses. The CONSULTANT may assist the CITY in their Concurrency review to determine whether a TIA or traffic study is required based on the traffic restriction or traffic concern area(s) as specified in Section 29.4(a)(3) of the *LDC*.

The CONSULTANT shall prepare comments for the applicant upon review of the TIA initial submittal and, if required, at each subsequent resubmittal. The CONSULTANT shall provide the review comments to the CITY prior to sharing with the applicant.

If requested, the CONSULTANT shall assist the CITY with the Proportionate fair share program under Section 29.12 of the *LDC*. The CONSULTANT may be requested to review the proportionate fair-share determination by the applicant including impacted facilities, mitigation improvements, and consistency with TIA recommendations. The CONSULTANT may also review the methodology used by the applicant to calculate their proportionate fair-share obligation to ensure it adheres to F.S. § 163.3180(12).

Task 4: Public Hearing Meetings

The CONSULTANT shall attend in-person public hearings at the CITY Commission Chambers when requested. During such meetings, the CONSULTANT shall act as an agent of the CITY with the intent to best serve their staff and the community.

3.0 SCHEDULE OF DELIVERABLES

The CITY will contract the CONSULTANT hourly for labor plus materials on an as-needed basis for current and future proposed development projects and the supporting TIA.

The CONSULTANT shall review the TIA, prepare review comments, and follow-up with CITY staff, under the following review timeline:

- Fifteen (15) business days for initial TIA review
- Ten (10) business days for TIA resubmittal review

Term. The duration of the Task Order will align with the term of the Agreement and extend through January 7, 2026, at which it may not be renewed under the Agreement.

4.0 SERVICES NOT INCLUDED

- Civil, roadway, signalization, or structural design services.
- Survey, geotechnical or other professional services.

5.0 ADDITIONAL SERVICES

However, the CONSULTANT will provide additional services whenever requested in writing by the CITY based on a negotiated not-to-exceed amount.

6.0 CITY RESPONSIBILITIES

The CITY will provide the following for the CONSULTANT to use in their review:

- Location and land use(s) for the proposed development project prior to the virtual methodology meeting, if provided by the applicant.
- Previously submitted or outdated TIA technical summary reports related to the proposed development project location, if available.
- Access to the CITY concurrency management monitoring system, if available.
- Applicants' contact information to coordinate directly, as necessary, and with CITY permission.

7.0 COMPENSATION

For the above-described SCOPE OF SERVICES, the CITY will compensate the CONSULTANT a not-to-exceed (NTE) amount of \$25,000 on a labor plus materials (hourly) basis. A detailed fee breakdown is included in Attachment A. The hourly rates are based on the Schedule of Rate Values in the Agreement and provided in Attachment B.

Payments to the CONSULTANT for services performed under the Task Order shall be made monthly for direct labor completed during the month by the CONSULTANT and accepted by the CITY, plus any applicable expenses. The CONSULTANT will be notified of questionable items contained in the invoices with fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

If other technical support services are requested or if the NTE fee amount is nearing exhaustion, the CONSULTANT may propose an Amendment to the Task Order contract to increase the NTE amount and/or amend the scope of services.

8.0 NO DISCRIMINATION

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



FEE BREAKDOWN - On-Call Transportation Planning Services

Classification	Principal Engineer	Project Manager 2	Engineer 1	Expenses
Project Billing Rate (L&M)	\$260.00	\$200.00	\$135.00	\$1.00
Total Units (L&M)	5.00	103.00	20.00	400.00
Fee (L&M)	\$1,300.00	\$20,600.00	\$2,700.00	\$400.00

Project Summary	Hours	Labour	Expense	Total
Fixed Fee	0.00	0.00	0.00	0.00
Labor & Material	128.00	\$24,600.00	\$400.00	\$25,000.00
Total	128.00	\$24,600.00	\$400.00	\$25,000.00

Task #	Task Name	Units	Units	Units	Units
1	On-Call Transportation Planning Services				
1.1	Meetings and Coordination	5.00	25.00		
1.2	Traffic Methodology Review		20.00		
1.3	Traffic Impact Analysis Review		46.00	20.00	
1.4	Public Hearing Meetings		12.00		400.00

Task Type	Hours	Labour	Expense	Total
Labor and Material	128.00	\$24,600.00	\$400.00	\$25,000.00
Labor and Material	30.00	\$6,300.00	\$0.00	\$6,300.00
Labor and Material	20.00	\$4,000.00	\$0.00	\$4,000.00
Labor and Material	66.00	\$11,900.00	\$0.00	\$11,900.00
Labor and Material	12.00	\$2,400.00	\$400.00	\$2,800.00



City of St. Pete Beach

**SCHEDULE OF RATE VALUES
DECEMBER 2020**

CADD/Computer Technician	\$90
Chief Designer	\$140
Chief Engineer 2	\$255
Designer	\$125
Engineer 1	\$135
Engineer 2	\$175
Engineering Intern	\$100
Principal Engineer	\$260
Project Manager 1	\$175
Project Manager 2	\$200
Project Manager 3	\$240
Secretary/Clerical	\$85
Senior Designer	\$135
Senior Engineer 1	\$190
Senior Engineer 2	\$235
Senior Engineering Technician	\$115
Senior Planner	\$190
Environmental Specialist	\$101
Senior GIS Specialist	\$141
GIS Specialist	\$85
Senior Environmental Specialist	\$153
Senior Scientist	\$140
Project Scientist	\$124
Scientist	\$90

For Expert Witness Testimony and related services, a surcharge of 50 percent will apply.

Effective Period: thru December 31, 2021

Rates are subject to adjustment as appropriate to compensate for inflation, cost of doing business and/or changes in the workforce.

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

Agenda Report

Agenda Title Name: Services agreement amendment with Cotton Global Disaster Solutions, in the amount of \$2,034,044.63 for various City building repairs damaged by Hurricanes Helene and Milton.

Action Request: Move to approve the services agreement amendment with Cotton Global Disaster Solutions, in the amount of \$2,034,044.63 for various City building repairs damaged by Hurricanes Helene and Milton and authorize the City Manager to execute the services agreement amendment.

Strategic Objective: Resiliency

Date: May 13, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: On September 26, 2024, Hurricane Helene made landfall in Florida, causing catastrophic flood damage. On October 9, 2024 Hurricane Milton made landfall in the state of Florida causing catastrophic wind damage. The following facilities were impacted:

- City Hall \$28,736.81
- Don Vista Art Center \$529,864.41
- Public Services \$414,379.86
- Recreation & Aquatics Center \$1,012,356.74
- Warren Webster \$48,706.81

Following Hurricanes Helene and Milton, City staff has worked with Cotton Global Disaster Solutions under the current Executive Order for mitigation/remediation, damage assessment, FEMA site inspections, insurance coordination, and construction scopes of work for all damages facilities.

On March 25, 2025, the services agreement with Cotton Global Disaster Solutions was approved for various City buildings roof repairs in the amount of \$2,163,045.01. This amendment adds buildings interior and exterior

repairs in the amount of \$2,034,044.63 for a total contract amount of \$4,197,089.64. These damages have been submitted to insurance and FEMA and are eligible for funding assistance.

The State of Florida Executive Order Number 24-208 – Hurricane Helene declares a state of emergency in Pinellas County and outlines emergency procurement requirements. Executive Order Number 25-27 extends this declaration until May 16, 2025.

City staff is requesting approval of the facilities repairs service agreement prior to the expiration of the Executive Order extension for Hurricane Helene on May 16, 2025 to avoid further delays in restoring full operations of our City facilities.

Funding:

Insurance & FEMA reimbursements GL 301-0069
Public Services Building Improvements (balance \$150,000)

Attachments:

1. Construction Detailed Quotes
2. Scope of Work Memos
3. Summary of Costs
4. Amendment to roofs



Cotton Commercial

Cotton Commercial USA, Inc
Florida GC License CGC1534674

Client: City Hall STPETE BCH
Property: 155 Corey Ave
ST PETE BEACH, FL 33706

Operator: DAN.B2

Estimator: Dan Bickford

Type of Estimate:

Date Entered: 12/17/2024

Date Assigned:

Price List: FLSP8X_NOV24

Labor Efficiency: Restoration/Service/Remodel

Estimate: STPETE_CITYHALL-1-1

Thank you for allowing Cotton Global Disaster Solutions the opportunity to provide the following detailed line item estimate for the loss to the property located at the address above.

Please note that assessment of damages are based on initial inspection and this estimate may change if additional damages are discovered while performing the listed scope items. If any additional repairs are required, a written supplemental change order will be provided, for approval, prior to any additional repairs being made. It is assumed that reasonable measures will be made to accommodate our staff to complete repairs in an efficient manner. Upon approval, Cotton is prepared to mobilize and begin the rebuild process. Please review this estimate at your convenience and do not hesitate to contact the Cotton Team with any questions.

Sincerely,

Dan Bickford
National Project Coordinator
Cotton Global Disaster Solutions
Cell: 281-505-8925
Email: dan.bickford@cottonteam.com

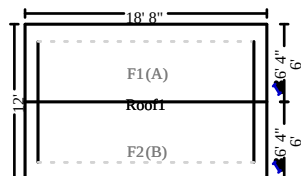


Cotton Commercial

Cotton Commercial USA, Inc
Florida GC License CGC1534674

STPETE_CITYHALL-1-1

Main Level



Roof1

236.12	Surface Area	2.36	Number of Squares
62.63	Total Perimeter Length	18.67	Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. R&R Batt insulation - 10" - R30 - unfaced batt	750.00 SF	0.52	1.88	72.98	374.60	2,247.58
2. R&R Fascia - 1" x 8" PVC	175.00 LF	0.48	9.79	56.11	370.68	2,224.04
3. R&R Soffit - metal	750.00 SF	0.43	6.97	208.43	1,151.68	6,910.11
This line item also covers the reattachment and repair of the soffit around the various roofs.						
Totals: Roof1				337.52	1,896.96	11,381.73

Handrail

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
4. R&R Ornamental iron handrail 3' high	100.00 LF	2.84	47.89	149.03	1,044.40	6,266.43
Totals: Handrail				149.03	1,044.40	6,266.43
Total: Main Level				486.55	2,941.36	17,648.16

Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
5. Boom or spider lift - 50'-60' reach (per day)	7.00 DA	0.00	648.33	0.00	907.66	5,445.97
6. Temporary fencing - 1-4 months (per month)	300.00 LF	0.00	1.89	0.00	113.40	680.40
7. Temporary toilet (per month)	1.00 MO	0.00	132.24	0.00	26.44	158.68
8. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	853.00	0.00	0.00	170.60	1,023.60
Totals: Equipment				0.00	1,218.10	7,308.65



Cotton Commercial

Cotton Commercial USA, Inc
Florida GC License CGC1534674

General conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
9. Commercial Supervision / Project Management - per week	1.00 WK	0.00	2,250.00	0.00	450.00	2,700.00
10. General Laborer - per hour	15.00 HR	0.00	60.00	0.00	180.00	1,080.00
Totals: General conditions				0.00	630.00	3,780.00
Line Item Totals: STPETE_CITYHALL-1-1				486.55	4,789.46	28,736.81

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
14.52 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
236.12 Surface Area	2.36 Number of Squares	62.63 Total Perimeter Length
18.67 Total Ridge Length	0.00 Total Hip Length	



Cotton Commercial

Cotton Commercial USA, Inc
Florida GC License CGC1534674

Summary

Line Item Total	23,460.80
Material Sales Tax	486.55
Subtotal	23,947.35
Overhead	2,394.73
Profit	2,394.73
Replacement Cost Value	\$28,736.81
Net Claim	\$28,736.81

Dan Bickford



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mat Tax (7%)	Total Cleaning Tax (7%)	Laundrying Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7%)
Line Items	2,394.73	2,394.73	486.55	0.00	0.00	0.00	0.00	0.00
Total	2,394.73	2,394.73	486.55	0.00	0.00	0.00	0.00	0.00



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Recap by Room

Estimate: STPETE_CITYHALL-1-1

Area: Main Level

Roof1	9,147.25	38.99%
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Handrail	5,073.00	21.62%
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Area Subtotal: Main Level	14,220.25	60.61%
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Equipment	6,090.55	25.96%
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General conditions	3,150.00	13.43%
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Subtotal of Areas	23,460.80	100.00%
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Total	23,460.80	100.00%
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Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	1,933.50	6.73%
HEAVY EQUIPMENT	4,538.31	15.79%
INSULATION	1,410.00	4.91%
LABOR ONLY	3,150.00	10.96%
ORNAMENTAL IRON	4,789.00	16.67%
SOFFIT, FASCIA, & GUTTER	6,940.75	24.15%
TEMPORARY REPAIRS	699.24	2.43%
O&P Items Subtotal	23,460.80	81.64%
Material Sales Tax	486.55	1.69%
Overhead	2,394.73	8.33%
Profit	2,394.73	8.33%
Total	28,736.81	100.00%

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Main Level



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Client: "Art Center" Don Vista Cultural Art Center
Property: 3300 Gulf Blvd
St. Pete Beach, FL 33706

Operator: DAN.B2

Estimator: Dan Bickford

Type of Estimate: Hurricane
Date Entered: 12/11/2024 Date Assigned:

Price List: FLSP8X_DEC24
Labor Efficiency: Restoration/Service/Remodel
Estimate: STPETE-ART-CENTER-2B

Thank you for allowing Cotton Global Disaster Solutions the opportunity to provide the following detailed line item estimate for the loss to the property located at the address above.

Please note that assessment of damages are based on initial inspection and this estimate may change if additional damages are discovered while performing the listed scope items. If any additional repairs are required, a written supplemental change order will be provided, for approval, prior to any additional repairs being made. It is assumed that reasonable measures will be made to accommodate our staff to complete repairs in an efficient manner. Upon approval, Cotton is prepared to mobilize and begin the rebuild process. Please review this estimate at your convenience and do not hesitate to contact the Cotton Team with any questions.

Sincerely,

Dan Bickford
National Project Coordinator
Cotton Global Disaster Solutions
Cell: 281-505-8925
Email: dan.bickford@cottonteam.com



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STPETE-ART-CENTER-2B

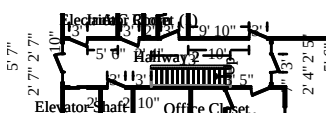
Craft Center

Craft Center

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. R&R Air conditioning unit, 5 ton - Commercial grade	2.00 EA	360.39	7,209.13	602.01	3,148.22	18,889.27
Total: Craft Center				602.01	3,148.22	18,889.27

Hallway 2

Height: 8'

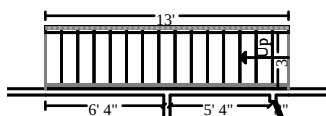


386.50 SF Walls	220.17 SF Ceiling
606.67 SF Walls & Ceiling	220.17 SF Floor
24.46 SY Flooring	49.50 LF Floor Perimeter
83.50 LF Ceil. Perimeter	

Window - Goes to Floor	1' 9" X 8'	Opens into Exterior
Door	3' X 6' 8"	Opens into Exterior
Window - Goes to Floor	1' 9" X 8'	Opens into Exterior
Door	3' X 6' 8"	Opens into ELEVATOR_SHA
Door	3' X 6' 8"	Opens into HALLWAY2
Door	3' X 6' 8"	Opens into OFFICE2
Window - Goes to Floor	1' 9" X 8'	Opens into Exterior
Door	3' X 6' 8"	Opens into Exterior
Window - Goes to Floor	1' 9" X 8'	Opens into Exterior
Door	3' X 6' 8"	Opens into MEETING_ROOM
Door	3' X 6' 8"	Opens into LOUNGE
Door	3' X 6' 8"	Opens into JANITOR_CLOS
Door	3' X 6' 8"	Opens into ELECTRICAL

Subroom: Stairs (2)

Height: 17'



162.50 SF Walls	39.00 SF Ceiling
201.50 SF Walls & Ceiling	75.42 SF Floor
8.38 SY Flooring	15.50 LF Floor Perimeter
13.00 LF Ceil. Perimeter	

Missing Wall	3' X 17'	Opens into HALLWAY_3
Missing Wall	3' X 17'	Opens into HALLWAY_3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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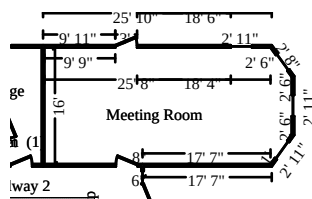
CONTINUED - Hallway 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
2. Mask and prep for paint - tape only (per LF)	161.50 LF	0.00	0.84	0.57	27.26	163.49
3. Floor protection - cardboard and tape	295.58 SF	0.00	0.81	5.79	49.04	294.25
4. Waterproof concrete & masonry paint	274.50 SF	0.00	1.99	14.03	112.06	672.35
5. 1/2" Cement board	549.00 SF	0.00	5.73	73.02	643.76	3,862.55
<i>Replaces double or triple layer drywall</i>						
6. Tape joint for new to existing drywall - per LF	65.00 LF	0.00	13.28	1.91	173.02	1,038.13
7. Texture drywall - light hand texture	324.99 SF	0.00	1.47	2.28	96.00	576.02
8. Seal more than the floor perimeter w/PVA primer - one coat	324.99 SF	0.00	0.81	1.37	52.92	317.53
9. Paint the walls - two coats	549.00 SF	0.00	1.33	11.91	148.42	890.50
10. Baseboard - 3 1/4"	65.00 LF	0.00	4.57	9.46	61.32	367.83
11. Caulking - acrylic	65.00 LF	0.00	3.30	0.86	43.08	258.44
12. Seal (1 coat) & paint (1 coat) baseboard	65.00 LF	0.00	2.07	0.68	27.06	162.29
13. Paint baseboard - one coat	65.00 LF	0.00	1.33	0.55	17.42	104.42
<i>Final coat</i>						
14. Regrout tile floor	295.58 SF	0.00	4.19	10.55	249.82	1,498.85
15. Clean floor - tile	295.58 SF	0.00	1.13	29.63	67.10	430.74
16. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
17. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80
Labor to cut new hole in block walls						
18. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76
19. Final cleaning - construction - Commercial	295.58 SF	0.00	0.30	7.45	17.74	113.86
Totals: Hallway 2				170.93	1,855.12	11,165.76



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Meeting Room

Height: 8'

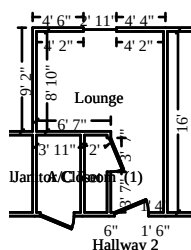
682.70 SF Walls	532.17 SF Ceiling
1,214.87 SF Walls & Ceiling	532.17 SF Floor
59.13 SY Flooring	90.05 LF Floor Perimeter
96.05 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into Exterior
Window	2' 11" X 4'	Opens into Exterior
Window	2' 8" X 4'	Opens into Exterior
Window	2' 11" X 4'	Opens into Exterior
Window	2' 11" X 4'	Opens into Exterior
Door	3' X 6' 8"	Opens into HALLWAY_3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
20. Mask and prep for paint - tape only (per LF)	186.09 LF	0.00	0.84	0.65	31.40	188.37
21. Floor protection - cardboard and tape	532.17 SF	0.00	0.81	10.43	88.30	529.79
22. Batt insulation - 6" - R19 - paper / foil faced	360.18 SF	0.00	1.39	24.96	105.14	630.75
23. Waterproof concrete & masonry paint	341.35 SF	0.00	1.99	17.44	139.34	836.07
24. 1/2" Cement board	682.70 SF	0.00	5.73	90.80	800.54	4,803.21
<i>Replaces double or triple layer drywall</i>						
25. Tape joint for new to existing drywall - per LF	90.05 LF	0.00	13.28	2.65	239.72	1,438.23
26. Texture drywall - light hand texture	450.23 SF	0.00	1.47	3.15	133.00	797.99
27. Seal more than the floor perimeter w/PVA primer - one coat	450.23 SF	0.00	0.81	1.89	73.32	439.90
28. Paint the walls - two coats	682.70 SF	0.00	1.33	14.81	184.56	1,107.36
29. R&R Aluminum window, single hung 9-12 sf (2 pane w/thermal)	4.00 EA	32.56	426.84	94.09	386.34	2,318.03
30. Add on for "Low E" glass	48.00 SF	0.00	5.47	18.38	56.20	337.14
31. Window sill - hardwood	12.00 LF	0.00	7.02	3.64	17.56	105.44
32. Seal & paint window sill	12.00 LF	0.00	3.53	0.26	8.54	51.16
33. R&R Window blind - PVC - 1" - 7.1 to 14 SF	4.00 EA	14.51	88.80	11.19	84.88	509.31
34. Paint door or window opening - 2 coats (per side)	4.00 EA	0.00	43.44	1.78	35.12	210.66
35. Baseboard - 3 1/4"	90.05 LF	0.00	4.57	13.11	84.92	509.56
36. Caulking - acrylic	90.05 LF	0.00	3.30	1.20	59.68	358.05

CONTINUED - Meeting Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
37. Seal (1 coat) & paint (1 coat) baseboard	90.05 LF	0.00	2.07	0.95	37.48	224.83
38. Regrout tile floor	532.17 SF	0.00	4.19	19.00	449.76	2,698.55
39. Clean floor - tile	532.17 SF	0.00	1.13	53.35	120.80	775.50
40. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
41. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80
Labor to cut new hole in block walls						
42. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76
43. Final cleaning - construction - Commercial	532.17 SF	0.00	0.30	13.42	31.94	205.01
Totals: Meeting Room				398.02	3,237.64	19,489.42



Lounge

Height: 8'

381.42 SF Walls	132.82 SF Ceiling
514.24 SF Walls & Ceiling	132.82 SF Floor
14.76 SY Flooring	48.50 LF Floor Perimeter
54.50 LF Ceil. Perimeter	

Window

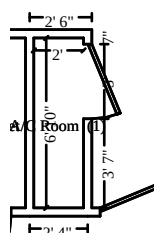
2' 11" X 5'

Opens into Exterior

Door

3' X 6' 8"

Opens into HALLWAY_3



Subroom: A/C Room (1)

Height: 8'

121.33 SF Walls	13.67 SF Ceiling
135.00 SF Walls & Ceiling	13.67 SF Floor
1.52 SY Flooring	14.67 LF Floor Perimeter
17.67 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into LOUNGE

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
44. Mask and prep for paint - tape only (per LF)	135.33 LF	0.00	0.84	0.47	22.84	136.99
45. Floor protection - cardboard and tape	146.49 SF	0.00	0.81	2.87	24.32	145.85
46. Batt insulation - 6" - R19 - paper / foil faced	188.67 SF	0.00	1.39	13.07	55.08	330.40



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CONTINUED - Lounge

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
47. Waterproof concrete & masonry paint	251.38 SF	0.00	1.99	12.85	102.64	615.74
48. 1/2" Cement board	502.75 SF	0.00	5.73	66.87	589.54	3,537.17
<i>Replaces double or triple layer drywall</i>						
49. Tape joint for new to existing drywall - per LF	63.17 LF	0.00	13.28	1.86	168.16	1,008.92
50. Texture drywall - light hand texture	315.83 SF	0.00	1.47	2.21	93.30	559.78
51. Seal more than the floor perimeter w/PVA primer - one coat	315.83 SF	0.00	0.81	1.33	51.42	308.57
52. Paint the walls - two coats	502.75 SF	0.00	1.33	10.91	135.92	815.49
53. R&R Aluminum window, single hung 13-19 sf (2 pane w/thermal)	1.00 EA	32.56	510.24	28.40	114.24	685.44
54. Add on for "Low E" glass	12.00 SF	0.00	5.47	4.59	14.04	84.27
55. Window sill - hardwood	3.00 LF	0.00	7.02	0.91	4.40	26.37
56. Seal & paint window sill	3.00 LF	0.00	3.53	0.07	2.14	12.80
57. Paint window sill - 1 coat	3.00 LF	0.00	2.38	0.05	1.44	8.63
<i>Final coat</i>						
58. R&R Window blind - PVC - 1" - 14.1 to 20 SF - High grade	1.00 EA	14.51	101.33	3.48	23.86	143.18
59. Paint door or window opening - 2 coats (per side)	4.00 EA	0.00	43.44	1.78	35.12	210.66
60. Baseboard - 3 1/4"	63.17 LF	0.00	4.57	9.20	59.58	357.47
61. Caulking - acrylic	63.17 LF	0.00	3.30	0.84	41.86	251.16
62. Seal (1 coat) & paint (1 coat) baseboard	63.17 LF	0.00	2.07	0.66	26.30	157.72
63. Paint baseboard - one coat	63.17 LF	0.00	1.33	0.53	16.90	101.45
<i>Final coat</i>						
64. Regrout tile floor	146.49 SF	0.00	4.19	5.23	123.80	742.82
65. Clean floor - tile	146.49 SF	0.00	1.13	14.69	33.24	213.46
66. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
67. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80
Labor to cut new hole in block walls						
68. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76
69. Final cleaning - construction - Commercial	146.49 SF	0.00	0.30	3.70	8.80	56.45
Totals: Lounge				187.44	1,818.04	10,925.30



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Hallway

Height: 8'

284.00 SF Walls
372.75 SF Walls & Ceiling
9.86 SY Flooring
45.50 LF Ceil. Perimeter

88.75 SF Ceiling
88.75 SF Floor
33.50 LF Floor Perimeter

Door 3' X 6' 8" Opens into HALLWAY_3
Door 3' X 6' 8" Opens into WOMENS_ROOM2
Door 3' X 6' 8" Opens into MAIN_CRAFT_R
Door 3' X 6' 8" Opens into STORAGE_CLOS

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
70. Mask and prep for paint - tape only (per LF)	79.00 LF	0.00	0.84	0.28	13.34	79.98
71. Floor protection - cardboard and tape	88.75 SF	0.00	0.81	1.74	14.72	88.35
72. Batt insulation - 6" - R19 - paper / foil faced	42.00 SF	0.00	1.39	2.91	12.26	73.55
73. Waterproof concrete & masonry paint	142.00 SF	0.00	1.99	7.26	57.98	347.82
74. 1/2" Cement board	284.00 SF	0.00	5.73	37.77	333.02	1,998.11
<i>Replaces double or triple layer drywall</i>						
75. Tape joint for new to existing drywall - per LF	33.50 LF	0.00	13.28	0.98	89.18	535.04
76. Texture drywall - light hand texture	167.50 SF	0.00	1.47	1.17	49.48	296.88
77. Seal more than the floor perimeter w/PVA primer - one coat	167.50 SF	0.00	0.81	0.70	27.28	163.66
78. Paint the walls - two coats	284.00 SF	0.00	1.33	6.16	76.78	460.66
79. Baseboard - 3 1/4"	33.50 LF	0.00	4.57	4.88	31.60	189.58
80. Caulking - acrylic	33.50 LF	0.00	3.30	0.45	22.22	133.22
81. Seal (1 coat) & paint (1 coat) baseboard	33.50 LF	0.00	2.07	0.35	13.96	83.66
82. Paint baseboard - one coat	33.50 LF	0.00	1.33	0.28	8.98	53.82
<i>Final coat</i>						
83. Regrout tile floor	88.75 SF	0.00	4.19	3.17	75.02	450.05
84. Clean floor - tile	88.75 SF	0.00	1.13	8.89	20.14	129.32
85. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
86. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80
Labor to cut new hole in block walls						
87. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76

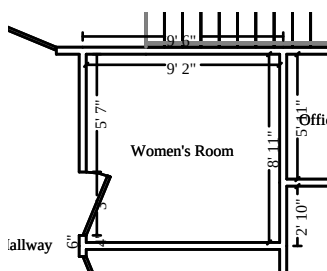


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CONTINUED - Hallway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
88. Final cleaning - construction - Commercial	88.75 SF	0.00	0.30	2.23	5.32	34.18
Totals: Hallway				80.09	920.38	5,532.39



Women's Room

Height: 8'

269.33 SF Walls	81.74 SF Ceiling
351.07 SF Walls & Ceiling	81.74 SF Floor
9.08 SY Flooring	33.17 LF Floor Perimeter
36.17 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into HALLWAY2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
89. Toilet	1.00 EA	0.00	846.90	37.79	176.94	1,061.63
90. Sink - wall mounted	1.00 EA	0.00	579.77	17.34	119.42	716.53
91. P-trap assembly - ABS (plastic)	1.00 EA	0.00	88.60	0.59	17.84	107.03
92. Plumbing fixture supply line	3.00 EA	0.00	27.29	1.52	16.68	100.07
93. Angle stop valve	3.00 EA	0.00	52.60	2.62	32.08	192.50
94. Handicap grab bar - Stainless steel, 1 1/2" x 36"	2.00 EA	0.00	81.61	7.35	34.12	204.69
95. Toilet paper dispenser - double roll	1.00 EA	0.00	74.86	3.30	15.64	93.80
96. Mask and prep for paint - tape only (per LF)	69.33 LF	0.00	0.84	0.24	11.68	70.16
97. Floor protection - cardboard and tape	81.74 SF	0.00	0.81	1.60	13.56	81.37
98. Batt insulation - 6" - R19 - paper / foil faced	132.67 SF	0.00	1.39	9.19	38.72	232.32
99. Waterproof concrete & masonry paint	134.67 SF	0.00	1.99	6.88	54.98	329.85
100. 1/2" Cement board	269.33 SF	0.00	5.73	35.82	315.82	1,894.90
<i>Replaces double or triple layer drywall</i>						
101. Tape joint for new to existing drywall - per LF	33.17 LF	0.00	13.28	0.98	88.30	529.78
102. Texture drywall - light hand texture	165.83 SF	0.00	1.47	1.16	49.00	293.93
103. Seal more than the floor perimeter w/PVA primer - one coat	165.83 SF	0.00	0.81	0.70	27.00	162.02
104. Paint the walls - two coats	269.33 SF	0.00	1.33	5.84	72.80	436.85
105. Outlet	3.00 EA	0.00	19.63	0.46	11.88	71.23

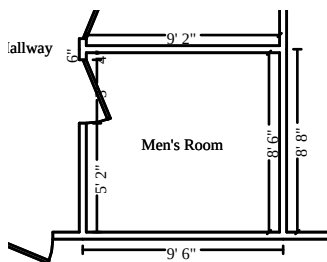


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CONTINUED - Women's Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
106. Electrician - per hour	3.00 HR	0.00	125.33	0.00	75.20	451.19
Labor to cut new hole in block walls						
107. Outlet or switch cover	3.00 EA	0.00	3.84	0.20	2.34	14.06
108. Regrout tile floor	81.74 SF	0.00	4.19	2.92	69.08	414.49
109. Clean floor - tile	81.74 SF	0.00	1.13	8.19	18.56	119.12
110. Final cleaning - construction - Commercial	81.74 SF	0.00	0.30	2.06	4.90	31.48
Totals: Women's Room				146.75	1,266.54	7,609.00



Men's Room

Height: 8'

282.67 SF Walls	77.92 SF Ceiling
360.58 SF Walls & Ceiling	77.92 SF Floor
8.66 SY Flooring	35.33 LF Floor Perimeter
35.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
111. Toilet	1.00 EA	0.00	846.90	37.79	176.94	1,061.63
112. Sink - wall mounted	1.00 EA	0.00	579.77	17.34	119.42	716.53
113. P-trap assembly - ABS (plastic)	1.00 EA	0.00	88.60	0.59	17.84	107.03
114. Plumbing fixture supply line	3.00 EA	0.00	27.29	1.52	16.68	100.07
115. Angle stop valve	3.00 EA	0.00	52.60	2.62	32.08	192.50
116. Handicap grab bar - Stainless steel, 1 1/2" x 36"	2.00 EA	0.00	81.61	7.35	34.12	204.69
117. Toilet paper dispenser - double roll	1.00 EA	0.00	74.86	3.30	15.64	93.80
118. Mask and prep for paint - tape only (per LF)	70.67 LF	0.00	0.84	0.25	11.94	71.55
119. Floor protection - cardboard and tape	77.92 SF	0.00	0.81	1.53	12.92	77.57
120. Batt insulation - 6" - R19 - paper / foil faced	141.33 SF	0.00	1.39	9.79	41.26	247.50
121. Waterproof concrete & masonry paint	141.33 SF	0.00	1.99	7.22	57.70	346.17
122. 1/2" Cement board	282.67 SF	0.00	5.73	37.59	331.46	1,988.75
<i>Replaces double or triple layer drywall</i>						
123. Tape joint for new to existing drywall - per LF	35.33 LF	0.00	13.28	1.04	94.04	564.26

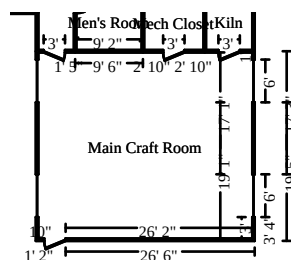


Cotton Commercial

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CONTINUED - Men's Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
124. Texture drywall - light hand texture	176.67 SF	0.00	1.47	1.24	52.18	313.12
125. Seal more than the floor perimeter w/PVA primer - one coat	176.67 SF	0.00	0.81	0.74	28.76	172.60
126. Paint the walls - two coats	282.67 SF	0.00	1.33	6.13	76.42	458.50
127. Outlet	3.00 EA	0.00	19.63	0.46	11.88	71.23
128. Electrician - per hour	3.00 HR	0.00	125.33	0.00	75.20	451.19
Labor to cut new hole in block walls						
129. Outlet or switch cover	3.00 EA	0.00	3.84	0.20	2.34	14.06
130. Regrout tile floor	77.92 SF	0.00	4.19	2.78	65.86	395.12
131. Clean floor - tile	77.92 SF	0.00	1.13	7.81	17.70	113.56
132. Final cleaning - construction - Commercial	77.92 SF	0.00	0.30	1.97	4.68	30.03
Totals: Men's Room				149.26	1,297.06	7,791.46



Main Craft Room

Height: 8'

697.33 SF Walls	782.50 SF Ceiling
1,479.83 SF Walls & Ceiling	782.50 SF Floor
86.94 SY Flooring	100.17 LF Floor Perimeter
112.17 LF Ceil. Perimeter	

Window	6' X 5'	Opens into Exterior
Window	6' X 5'	Opens into Exterior
Door	3' X 6' 8"	Opens into Exterior
Window	6' X 5'	Opens into Exterior
Window	6' X 5'	Opens into Exterior
Door	3' X 6' 8"	Opens into KILN2
Door	3' X 6' 8"	Opens into MECH_CLOSET
Door	3' X 6' 8"	Opens into HALLWAY2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
133. Mask and prep for paint - tape only (per LF)	212.33 LF	0.00	0.84	0.74	35.82	214.92
134. Floor protection - cardboard and tape	782.50 SF	0.00	0.81	15.34	129.82	778.99
135. Batt insulation - 6" - R19 - paper / foil faced	400.67 SF	0.00	1.39	27.77	116.94	701.64

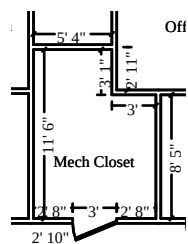


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CONTINUED - Main Craft Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
136. Waterproof concrete & masonry paint	348.67 SF	0.00	1.99	17.82	142.34	854.01
137. 1/2" Cement board	697.33 SF	0.00	5.73	92.75	817.70	4,906.15
<i>Replaces double or triple layer drywall</i>						
138. Tape joint for new to existing drywall - per LF	100.17 LF	0.00	13.28	2.94	266.64	1,599.84
139. Texture drywall - light hand texture	500.83 SF	0.00	1.47	3.51	147.94	887.67
140. Seal more than the floor perimeter w/PVA primer - one coat	500.83 SF	0.00	0.81	2.10	81.56	489.33
141. Paint the walls - two coats	697.33 SF	0.00	1.33	15.13	188.52	1,131.10
142. R&R Aluminum window, single hung 20-28 sf (2 pane w/thermal)	4.00 EA	32.56	564.37	124.09	502.36	3,014.17
143. Add on for "Low E" glass	120.00 SF	0.00	5.47	45.95	140.48	842.83
144. Window sill - hardwood	24.00 LF	0.00	7.02	7.27	35.16	210.91
145. Seal & paint window sill	24.00 LF	0.00	3.53	0.52	17.04	102.28
146. Paint window sill - 1 coat	24.00 LF	0.00	2.38	0.40	11.50	69.02
<i>Final coat</i>						
147. R&R Window blind - PVC - 1" - 20.1 to 32 SF - High grade	4.00 EA	14.51	143.99	21.83	131.16	786.99
148. Paint door or window opening - 2 coats (per side)	4.00 EA	0.00	43.44	1.78	35.12	210.66
149. Baseboard - 3 1/4"	100.17 LF	0.00	4.57	14.58	94.48	566.84
150. Caulking - acrylic	100.17 LF	0.00	3.30	1.33	66.38	398.27
151. Seal (1 coat) & paint (1 coat) baseboard	100.17 LF	0.00	2.07	1.05	41.70	250.10
152. Paint baseboard - one coat	100.17 LF	0.00	1.33	0.84	26.80	160.87
<i>Final coat</i>						
153. Regrout tile floor	782.50 SF	0.00	4.19	27.94	661.32	3,967.94
154. Clean floor - tile	782.50 SF	0.00	1.13	78.42	177.60	1,140.25
155. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
156. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80
Labor to cut new hole in block walls						
157. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76
158. Final cleaning - construction - Commercial	782.50 SF	0.00	0.30	19.72	46.96	301.43
Totals: Main Craft Room				524.69	3,984.44	24,000.72



Mech Closet

Height: 8'

297.33	SF Walls	86.58	SF Ceiling
383.92	SF Walls & Ceiling	86.58	SF Floor
9.62	SY Flooring	36.67	LF Floor Perimeter
39.67	LF Ceil. Perimeter		

Door	3' X 6' 8"		Opens into MAIN_CRAFT_R			
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
159. Mask and prep for paint - tape only (per LF)	76.33 LF	0.00	0.84	0.27	12.88	77.27
160. Floor protection - cardboard and tape	86.58 SF	0.00	0.81	1.70	14.36	86.19
161. Batt insulation - 6" - R19 - paper / foil faced	45.67 SF	0.00	1.39	3.16	13.34	79.98
162. Waterproof concrete & masonry paint	148.67 SF	0.00	1.99	7.60	60.70	364.15
163. 1/2" Cement board	297.33 SF	0.00	5.73	39.55	348.66	2,091.91
<i>Replaces double or triple layer drywall</i>						
164. Tape joint for new to existing drywall - per LF	36.67 LF	0.00	13.28	1.08	97.62	585.68
165. Texture drywall - light hand texture	183.33 SF	0.00	1.47	1.28	54.16	324.94
166. Seal more than the floor perimeter w/PVA primer - one coat	183.33 SF	0.00	0.81	0.77	29.86	179.13
167. Paint the walls - two coats	297.33 SF	0.00	1.33	6.45	80.40	482.30
168. Baseboard - 3 1/4"	36.67 LF	0.00	4.57	5.34	34.58	207.50
169. Caulking - acrylic	36.67 LF	0.00	3.30	0.49	24.30	145.80
170. Seal (1 coat) & paint (1 coat) baseboard	36.67 LF	0.00	2.07	0.39	15.26	91.56
171. Paint baseboard - one coat	36.67 LF	0.00	1.33	0.31	9.82	58.90
<i>Final coat</i>						
172. Regrout tile floor	86.58 SF	0.00	4.19	3.09	73.18	439.04
173. Clean floor - tile	86.58 SF	0.00	1.13	8.68	19.64	126.16
174. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
175. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80
Labor to cut new hole in block walls						
176. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76
177. Final cleaning - construction - Commercial	86.58 SF	0.00	0.30	2.18	5.20	33.35
178. R&R Air handler - with heat element and A/C coil - 5 ton	1.00 EA	98.29	7,278.92	149.52	1,505.34	9,032.07

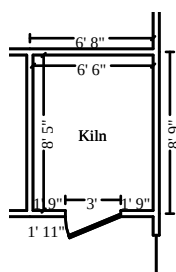


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CONTINUED - Mech Closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Mech Closet				232.73	2,468.40	14,820.44



Kiln

Height: 8'

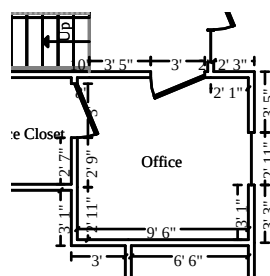
218.67 SF Walls	54.71 SF Ceiling
273.38 SF Walls & Ceiling	54.71 SF Floor
6.08 SY Flooring	26.83 LF Floor Perimeter
29.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Door	3' X 6' 8"		Opens into MAIN_CRAFT_R			
179. Mask and prep for paint - tape only (per LF)	56.67 LF	0.00	0.84	0.20	9.56	57.36
180. Floor protection - cardboard and tape	54.71 SF	0.00	0.81	1.07	9.08	54.47
181. Batt insulation - 6" - R19 - paper / foil faced	107.33 SF	0.00	1.39	7.44	31.32	187.95
182. Waterproof concrete & masonry paint	109.33 SF	0.00	1.99	5.59	44.64	267.80
183. 1/2" Cement board	218.67 SF	0.00	5.73	29.08	256.42	1,538.48
<i>Replaces double or triple layer drywall</i>						
184. Tape joint for new to existing drywall - per LF	26.83 LF	0.00	13.28	0.79	71.42	428.51
185. Texture drywall - light hand texture	134.17 SF	0.00	1.47	0.94	39.62	237.79
186. Seal more than the floor perimeter w/PVA primer - one coat	134.17 SF	0.00	0.81	0.56	21.86	131.10
187. Paint the walls - two coats	218.67 SF	0.00	1.33	4.75	59.12	354.70
188. Baseboard - 3 1/4"	26.83 LF	0.00	4.57	3.91	25.30	151.82
189. Caulking - acrylic	26.83 LF	0.00	3.30	0.36	17.78	106.68
190. Seal (1 coat) & paint (1 coat) baseboard	26.83 LF	0.00	2.07	0.28	11.16	66.98
191. Paint baseboard - one coat	26.83 LF	0.00	1.33	0.23	7.18	43.09
<i>Final coat</i>						
192. Regrout tile floor	54.71 SF	0.00	4.19	1.95	46.24	277.42
193. Clean floor - tile	54.71 SF	0.00	1.13	5.49	12.42	79.73
194. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
195. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80

Labor to cut new hole in block walls

CONTINUED - Kiln

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
196. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76
197. Final cleaning - construction - Commercial	54.71 SF	0.00	0.30	1.38	3.28	21.07
Totals: Kiln				64.89	735.50	4,419.46



Office

Height: 8'

244.33 SF Walls	85.50 SF Ceiling
329.83 SF Walls & Ceiling	85.50 SF Floor
9.50 SY Flooring	31.00 LF Floor Perimeter
37.00 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into OFFICE_CLOS2
Door	3' X 6' 8"	Opens into HALLWAY_3
Window	2' 11" X 4'	Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
198. Mask and prep for paint - tape only (per LF)	68.00 LF	0.00	0.84	0.24	11.46	68.82
199. Floor protection - cardboard and tape	85.50 SF	0.00	0.81	1.68	14.20	85.14
200. Batt insulation - 6" - R19 - paper / foil faced	74.00 SF	0.00	1.39	5.13	21.60	129.59
201. Waterproof concrete & masonry paint	122.17 SF	0.00	1.99	6.24	49.86	299.22
202. 1/2" Cement board	244.33 SF	0.00	5.73	32.50	286.50	1,719.01
<i>Replaces double or triple layer drywall</i>						
203. Tape joint for new to existing drywall - per LF	31.00 LF	0.00	13.28	0.91	82.52	495.11
204. Texture drywall - light hand texture	155.00 SF	0.00	1.47	1.09	45.80	274.74
205. Seal more than the floor perimeter w/PVA primer - one coat	155.00 SF	0.00	0.81	0.65	25.26	151.46
206. Paint the walls - two coats	244.33 SF	0.00	1.33	5.30	66.06	396.32
207. R&R Aluminum window, single hung 9-12 sf (2 pane w/thermal)	1.00 EA	32.56	426.84	23.52	96.58	579.50
208. Add on for "Low E" glass	12.00 SF	0.00	5.47	4.59	14.04	84.27
209. Window sill - hardwood	3.00 LF	0.00	7.02	0.91	4.40	26.37
210. Seal & paint window sill	3.00 LF	0.00	3.53	0.07	2.14	12.80
211. Paint window sill - 1 coat	3.00 LF	0.00	2.38	0.05	1.44	8.63

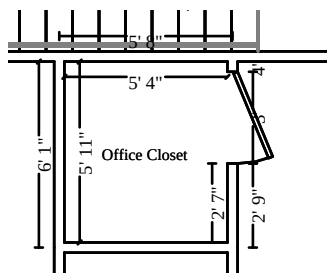


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CONTINUED - Office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Final coat						
212. R&R Window blind - PVC - 1" - 7.1 to 14 SF	1.00 EA	14.51	88.80	2.80	21.22	127.33
213. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	43.44	0.44	8.76	52.64
214. Baseboard - 3 1/4"	31.00 LF	0.00	4.57	4.51	29.24	175.42
215. Caulking - acrylic	31.00 LF	0.00	3.30	0.41	20.54	123.25
216. Seal (1 coat) & paint (1 coat) baseboard	31.00 LF	0.00	2.07	0.33	12.90	77.40
217. Paint baseboard - one coat	31.00 LF	0.00	1.33	0.26	8.30	49.79
Final coat						
218. Regrout tile floor	85.50 SF	0.00	4.19	3.05	72.28	433.58
219. Clean floor - tile	85.50 SF	0.00	1.13	8.57	19.40	124.59
220. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
221. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80
Labor to cut new hole in block walls						
222. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76
223. Final cleaning - construction - Commercial	85.50 SF	0.00	0.30	2.16	5.14	32.95
Totals: Office				106.28	988.74	5,942.44



Office Closet

Height: 8'

160.00 SF Walls	31.56 SF Ceiling
191.56 SF Walls & Ceiling	31.56 SF Floor
3.51 SY Flooring	19.50 LF Floor Perimeter
22.50 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into OFFICE2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
224. Mask and prep for paint - tape only (per LF)	42.00 LF	0.00	0.84	0.15	7.10	42.53
225. Floor protection - cardboard and tape	31.56 SF	0.00	0.81	0.62	5.24	31.42
226. Waterproof concrete & masonry paint	80.00 SF	0.00	1.99	4.09	32.66	195.95
227. 1/2" Cement board	160.00 SF	0.00	5.73	21.28	187.62	1,125.70

Replaces double or triple layer drywall

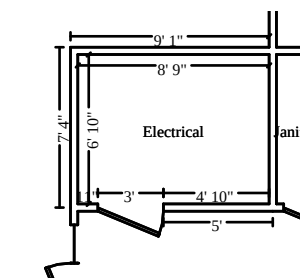
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CONTINUED - Office Closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
228. Tape joint for new to existing drywall - per LF	19.50 LF	0.00	13.28	0.57	51.92	311.45
229. Texture drywall - light hand texture	97.50 SF	0.00	1.47	0.68	28.80	172.81
230. Seal more than the floor perimeter w/PVA primer - one coat	97.50 SF	0.00	0.81	0.41	15.88	95.27
231. Paint the walls - two coats	160.00 SF	0.00	1.33	3.47	43.26	259.53
232. Baseboard - 3 1/4"	19.50 LF	0.00	4.57	2.84	18.38	110.34
233. Caulking - acrylic	19.50 LF	0.00	3.30	0.26	12.94	77.55
234. Seal (1 coat) & paint (1 coat) baseboard	19.50 LF	0.00	2.07	0.21	8.12	48.70
235. Paint baseboard - one coat	19.50 LF	0.00	1.33	0.16	5.22	31.32
Final coat						
236. Regrout tile floor	31.56 SF	0.00	4.19	1.13	26.66	160.03
237. Clean floor - tile	31.56 SF	0.00	1.13	3.16	7.18	46.00
238. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
239. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80
Labor to cut new hole in block walls						
240. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76
241. Final cleaning - construction - Commercial	31.56 SF	0.00	0.30	0.79	1.90	12.16
Totals: Office Closet				40.69	521.98	3,135.27



Electrical

Height: 8'

229.33 SF Walls	59.79 SF Ceiling
289.13 SF Walls & Ceiling	59.79 SF Floor
6.64 SY Flooring	28.17 LF Floor Perimeter
31.17 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into HALLWAY_3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
242. Mask and prep for paint - tape only (per LF)	59.33 LF	0.00	0.84	0.21	10.00	60.05
243. Floor protection - cardboard and tape	59.79 SF	0.00	0.81	1.17	9.92	59.52
244. Batt insulation - 6" - R19 - paper / foil faced	112.67 SF	0.00	1.39	7.81	32.88	197.30

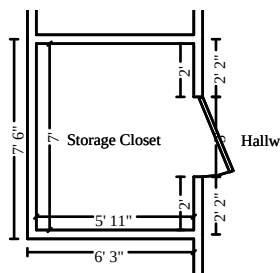


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CONTINUED - Electrical

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
245. Waterproof concrete & masonry paint	114.67 SF	0.00	1.99	5.86	46.82	280.87
246. 1/2" Cement board	229.33 SF	0.00	5.73	30.50	268.92	1,613.48
<i>Replaces double or triple layer drywall</i>						
247. Tape joint for new to existing drywall - per LF	28.17 LF	0.00	13.28	0.83	74.98	449.91
248. Texture drywall - light hand texture	140.83 SF	0.00	1.47	0.99	41.60	249.61
249. Seal more than the floor perimeter w/PVA primer - one coat	140.83 SF	0.00	0.81	0.59	22.94	137.60
250. Paint the walls - two coats	229.33 SF	0.00	1.33	4.98	62.00	371.99
251. Baseboard - 3 1/4"	28.17 LF	0.00	4.57	4.10	26.56	159.40
252. Caulking - acrylic	28.17 LF	0.00	3.30	0.37	18.68	112.01
253. Seal (1 coat) & paint (1 coat) baseboard	28.17 LF	0.00	2.07	0.30	11.72	70.33
254. Paint baseboard - one coat	28.17 LF	0.00	1.33	0.24	7.54	45.25
<i>Final coat</i>						
255. Regrout tile floor	59.79 SF	0.00	4.19	2.13	50.52	303.17
256. Clean floor - tile	59.79 SF	0.00	1.13	5.99	13.58	87.13
257. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
258. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80
Labor to cut new hole in block walls						
259. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76
260. Final cleaning - construction - Commercial	59.79 SF	0.00	0.30	1.51	3.58	23.03
Totals: Electrical				68.45	771.34	4,635.16



Storage Closet

Height: 8'

186.67 SF Walls	41.42 SF Ceiling
228.08 SF Walls & Ceiling	41.42 SF Floor
4.60 SY Flooring	22.83 LF Floor Perimeter
25.83 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into HALLWAY2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
261. Mask and prep for paint - tape only (per LF)	48.67 LF	0.00	0.84	0.17	8.22	49.27

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Cotton Commercial

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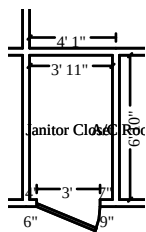
CONTINUED - Storage Closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
262. Floor protection - cardboard and tape	41.42 SF	0.00	0.81	0.81	6.88	41.24
263. Batt insulation - 6" - R19 - paper / foil faced	91.33 SF	0.00	1.39	6.33	26.66	159.94
264. Waterproof concrete & masonry paint	93.33 SF	0.00	1.99	4.77	38.10	228.60
265. 1/2" Cement board	186.67 SF	0.00	5.73	24.83	218.88	1,313.33
<i>Replaces double or triple layer drywall</i>						
266. Tape joint for new to existing drywall - per LF	22.83 LF	0.00	13.28	0.67	60.78	364.63
267. Texture drywall - light hand texture	114.17 SF	0.00	1.47	0.80	33.72	202.35
268. Seal more than the floor perimeter w/PVA primer - one coat	114.17 SF	0.00	0.81	0.48	18.60	111.56
269. Paint the walls - two coats	186.67 SF	0.00	1.33	4.05	50.48	302.80
270. Baseboard - 3 1/4"	22.83 LF	0.00	4.57	3.32	21.52	129.17
271. Caulking - acrylic	22.83 LF	0.00	3.30	0.30	15.12	90.76
272. Seal (1 coat) & paint (1 coat) baseboard	22.83 LF	0.00	2.07	0.24	9.50	57.00
273. Paint baseboard - one coat	22.83 LF	0.00	1.33	0.19	6.12	36.67
<i>Final coat</i>						
274. Regrout tile floor	41.42 SF	0.00	4.19	1.48	35.02	210.05
275. Clean floor - tile	41.42 SF	0.00	1.13	4.15	9.40	60.35
276. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
277. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80
Labor to cut new hole in block walls						
278. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76
279. Final cleaning - construction - Commercial	41.42 SF	0.00	0.30	1.04	2.48	15.95
Totals: Storage Closet				54.50	630.58	3,788.18



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Janitor Closet

Height: 8'

152.00 SF Walls	26.76 SF Ceiling
178.76 SF Walls & Ceiling	26.76 SF Floor
2.97 SY Flooring	18.50 LF Floor Perimeter
21.50 LF Ceil. Perimeter	

Door	3' X 6' 8"		Opens into HALLWAY_3			
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
280. Mask and prep for paint - tape only (per LF)	40.00 LF	0.00	0.84	0.14	6.74	40.48
281. Floor protection - cardboard and tape	26.76 SF	0.00	0.81	0.52	4.44	26.64
282. Batt insulation - 6" - R19 - paper / foil faced	46.64 SF	0.00	1.39	3.23	13.60	81.66
283. Waterproof concrete & masonry paint	76.00 SF	0.00	1.99	3.88	31.02	186.14
284. 1/2" Cement board	152.00 SF	0.00	5.73	20.22	178.24	1,069.42
Replaces double or triple layer drywall						
285. Tape joint for new to existing drywall - per LF	18.50 LF	0.00	13.28	0.54	49.24	295.46
286. Texture drywall - light hand texture	92.50 SF	0.00	1.47	0.65	27.34	163.97
287. Seal more than the floor perimeter w/PVA primer - one coat	92.50 SF	0.00	0.81	0.39	15.06	90.38
288. Paint the walls - two coats	152.00 SF	0.00	1.33	3.30	41.10	246.56
289. Baseboard - 3 1/4"	18.50 LF	0.00	4.57	2.69	17.46	104.70
290. Caulking - acrylic	18.50 LF	0.00	3.30	0.25	12.28	73.58
291. Seal (1 coat) & paint (1 coat) baseboard	18.50 LF	0.00	2.07	0.19	7.70	46.19
292. Paint baseboard - one coat	18.50 LF	0.00	1.33	0.16	4.96	29.73
Final coat						
293. Regrout tile floor	26.76 SF	0.00	4.19	0.96	22.62	135.70
294. Clean floor - tile	26.76 SF	0.00	1.13	2.69	6.06	38.99
295. Outlet	4.00 EA	0.00	19.63	0.61	15.82	94.95
296. Electrician - per hour	2.00 HR	0.00	125.33	0.00	50.14	300.80
Labor to cut new hole in block walls						
297. Outlet or switch cover	4.00 EA	0.00	3.84	0.26	3.14	18.76
298. Final cleaning - construction - Commercial	26.76 SF	0.00	0.30	0.67	1.60	10.30
Totals: Janitor Closet				41.35	508.56	3,054.41

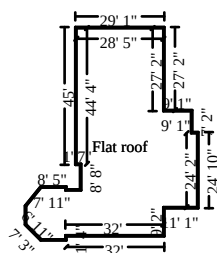
1st floor interior doors

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
299. Exterior door - fiberglass	12.00 EA	0.00	1,457.92	1,130.81	3,725.16	22,351.01
This includes downstairs interior doors only.						
Totals: 1st floor interior doors				1,130.81	3,725.16	22,351.01

HVAC

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
300. R&R Air conditioning unit, 2 ton - Commercial grade	2.00 EA	360.39	4,336.30	349.61	1,948.60	11,691.59
301. R&R Air handler - with heat element and A/C coil - 2 ton	2.00 EA	98.29	2,025.18	151.76	879.76	5,278.46
302. R&R Air handler - with heat element and A/C coil - 5 ton	2.00 EA	98.29	3,278.92	299.05	1,410.70	8,464.17
303. R&R Air conditioning unit, 5 ton - Commercial grade	2.00 EA	360.39	11,090.96	602.01	4,700.94	28,205.65
Totals: HVAC				1,402.43	8,940.00	53,639.87

Roof



Flat roof

Height: 8'

1,990.32 SF Walls	2,485.24 SF Ceiling
4,475.56 SF Walls & Ceiling	2,485.24 SF Floor
276.14 SY Flooring	248.79 LF Floor Perimeter
248.79 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
304. Tear off, haul and dispose of 5 ply built-up roofing	26.33 SQ	126.09	0.00	0.00	664.00	3,983.95
305. Remove Insulation - perlite board, 1"	26.33 SQ	76.66	0.00	0.00	403.70	2,422.16
306. R&R Insulation - ISO board, 3"	52.66 SQ	75.46	440.96	651.65	5,569.28	33,415.60
307. Glass mat gypsum - 1/2" - primed	26.33 SQ	0.00	555.16	270.20	2,977.52	17,865.08
308. R&R Drip edge - PVC/TPO clad metal	248.79 LF	0.47	7.52	103.27	418.22	2,509.32
309. Flash parapet wall only - PVC/TPO - over 3' up to 6'	248.79 LF	0.00	30.89	153.78	1,567.78	9,406.68



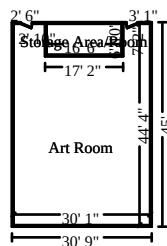
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CONTINUED - Flat roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
310. Pipe jack flashing - PVC/TPO	6.00 EA	0.00	76.69	16.61	95.34	572.09
311. R&R Roof scupper - PVC/TPO clad aluminum	4.00 EA	18.02	204.37	46.24	187.16	1,122.96
312. Curb flashing - PVC/TPO	248.79 LF	0.00	21.51	169.80	1,104.26	6,625.53
313. Single-ply - Fully adhered system - 60 mil - fleece back	26.33 SQ	0.00	620.54	493.21	3,366.40	20,198.43
314. Remove Heating/Cooling syst. - packaged roof mounted unit - Comm.	10,000. SF 00	1.34	0.00	0.00	2,680.00	16,080.00
Remove two unused RTU units from roof						
315. Re-nailing of roof sheathing - complete re-nail	2,633.00 SF	0.00	0.34	1.84	179.40	1,076.46
316. 2" x 6" x 10' #2 treated pine (material only)	995.16 EA	0.00	8.59	598.39	1,829.36	10,976.17
317. Carpenter - General Framer - per hour to frame nailer board	24.00 HR	0.00	86.24	0.00	413.96	2,483.72
318. Elastomeric roof coating - Rib roof for turret	200.00 SF	0.00	4.49	14.42	182.48	1,094.90
319. R&R Special Doors - Roof Hatch	1.00 EA	36.04	851.66	28.00	183.14	1,098.84
320. R&R Roof drain - cast iron - 2" to 6" outlet	2.00 EA	61.79	657.55	54.62	298.66	1,791.96
Totals: Flat roof				2,602.03	22,120.66	132,723.85
Total: Roof				2,602.03	22,120.66	132,723.85
Total: Craft Center				8,003.35	58,938.36	353,913.41

Craft center upstairs



Art Room

Height: 8'

1,305.33 SF Walls	1,210.53 SF Ceiling
2,515.86 SF Walls & Ceiling	1,210.53 SF Floor
134.50 SY Flooring	163.17 LF Floor Perimeter
163.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
321. Mask and prep for paint - tape only (per LF)	163.17 LF	0.00	0.84	0.57	27.54	165.17
322. Floor protection - cardboard and tape	1,210.53 SF	0.00	0.81	23.73	200.84	1,205.10
323. Batt insulation - 10" - R30 - paper / foil faced	300.00 SF	0.00	2.02	31.92	127.58	765.50

STPETE-ART-CENTER-2B

4/15/2025

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CONTINUED - Art Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
324. Waterproof concrete & masonry paint	652.67 SF	0.00	1.99	33.35	266.44	1,598.60
325. 1/2" Cement board	1,305.33 SF	0.00	5.73	173.61	1,530.62	9,183.77
<i>Replaces double or triple layer drywall</i>						
326. Tape joint for new to existing drywall - per LF	100.00 LF	0.00	13.28	2.94	266.18	1,597.12
327. Texture drywall - light hand texture	352.00 SF	0.00	1.47	2.46	103.98	623.88
328. Seal the surface area w/PVA primer - one coat	352.00 SF	0.00	0.81	1.48	57.32	343.92
329. Paint the ceiling - two coats	1,210.53 SF	0.00	1.33	26.27	327.26	1,963.53
330. Final cleaning - construction - Commercial	1,210.53 SF	0.00	0.30	30.50	72.64	466.30
Totals: Art Room				326.83	2,980.40	17,912.89

Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
331. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	934.00	0.00	0.00	186.80	1,120.80
332. Temporary toilet (per month)	2.00 MO	0.00	132.24	0.00	52.90	317.38
333. Temporary hand washing station (per month)	2.00 MO	0.00	190.00	0.00	76.00	456.00
334. Crane and operator - 14 ton capacity - 65' extension boom	16.00 HR	0.00	140.38	0.00	449.22	2,695.30
Totals: Equipment				0.00	764.92	4,589.48

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
335. Commercial Supervision / Project Management - per week	4.00 WK	0.00	2,250.00	0.00	1,800.00	10,800.00
336. General Laborer - per hour	40.00 HR	0.00	60.00	0.00	480.00	2,880.00
1 worker 2 Hours a day for 5 days a week for 4 weeks= 40 hours, for continuous daily site maintenance and clean up, and material handling.						
Totals: General Conditions				0.00	2,280.00	13,680.00
Total: Craft center upstairs				326.83	6,025.32	36,182.37



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Line Item Totals: STPETE-ART-CENTER-2B

8,330.18

64,963.68

390,095.78

Grand Total Areas:

8,580.08	SF Walls	6,193.27	SF Ceiling	14,773.35	SF Walls and Ceiling
6,229.69	SF Floor	692.19	SY Flooring	1,081.37	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	1,181.87	LF Ceil. Perimeter
6,229.69	Floor Area	6,502.90	Total Area	8,260.41	Interior Wall Area
5,542.08	Exterior Wall Area	652.22	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



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Summary

Line Item Total	316,801.92
Material Sales Tax	7,999.69
Cleaning Mat Tax	11.70
Subtotal	324,813.31
Overhead	32,481.84
Profit	32,481.84
Total Cleaning Tax	318.79
Replacement Cost Value	\$390,095.78
Net Claim	\$390,095.78

Dan Bickford



Cotton Commercial

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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mat Tax (7%)	Total Cleaning Tax (7%)	Laundrying Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7%)
Line Items	32,481.84	32,481.84	7,999.69	11.70	318.79	0.00	0.00	0.00
Total	32,481.84	32,481.84	7,999.69	11.70	318.79	0.00	0.00	0.00



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Recap by Room

Estimate: STPETE-ART-CENTER-2B

Area: Craft Center	15,139.04	4.78%
Hallway 2	9,139.71	2.88%
Meeting Room	15,853.76	5.00%
Lounge	8,919.82	2.82%
Hallway	4,531.92	1.43%
Women's Room	6,195.71	1.96%
Men's Room	6,345.14	2.00%
Main Craft Room	19,491.59	6.15%
Mech Closet	12,119.31	3.83%
Kiln	3,619.07	1.14%
Office	4,847.42	1.53%
Office Closet	2,572.60	0.81%
Electrical	3,795.37	1.20%
Storage Closet	3,103.10	0.98%
Janitor Closet	2,504.50	0.79%
1st floor interior doors	17,495.04	5.52%
HVAC	43,297.44	13.67%
Area: Roof		
Flat roof	108,001.16	34.09%
Area Subtotal: Roof	108,001.16	34.09%
Area Subtotal: Craft Center	286,971.70	90.58%
Area: Craft center upstairs		
Art Room	14,605.66	4.61%
Equipment	3,824.56	1.21%
General Conditions	11,400.00	3.60%
Area Subtotal: Craft center upstairs	29,830.22	9.42%
Subtotal of Areas	316,801.92	100.00%
Total	316,801.92	100.00%



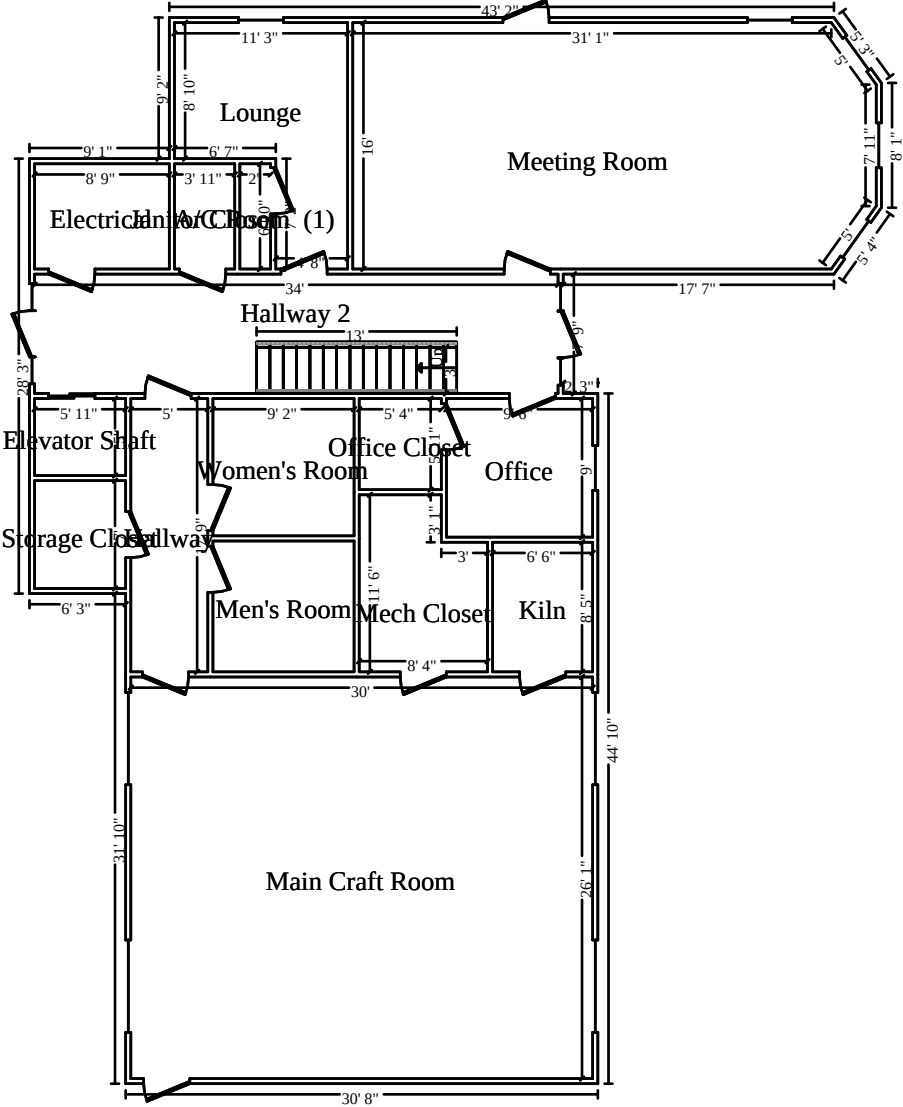
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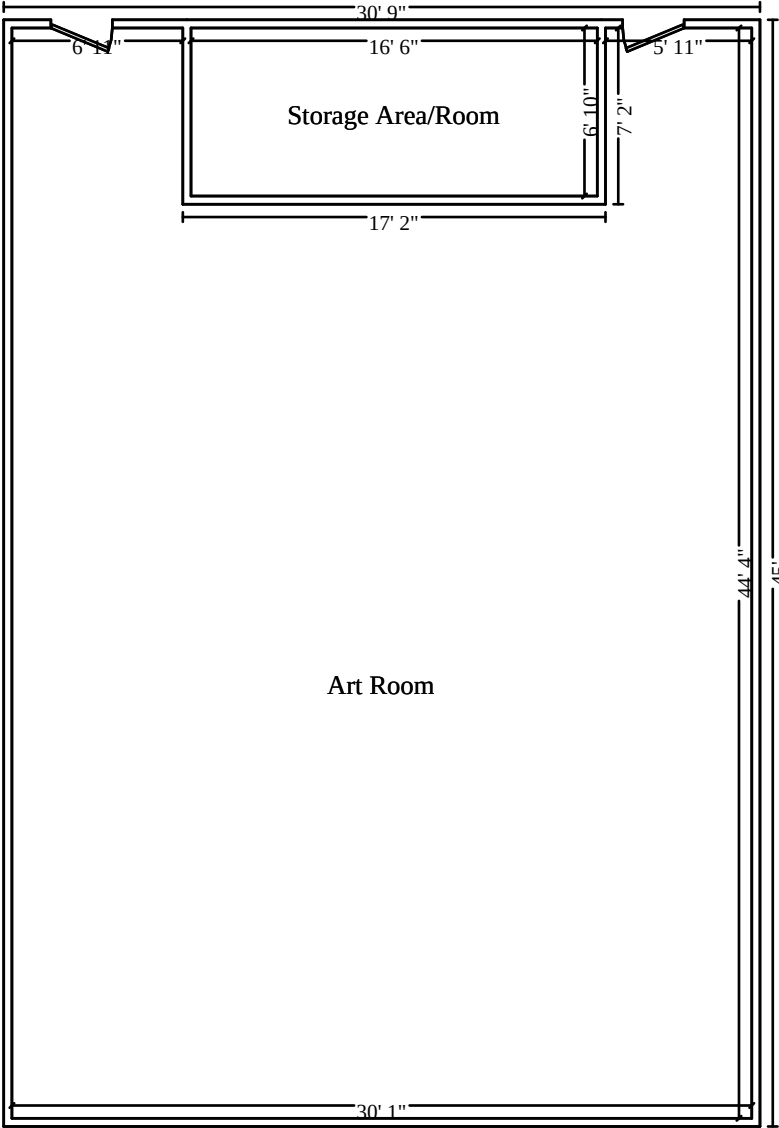
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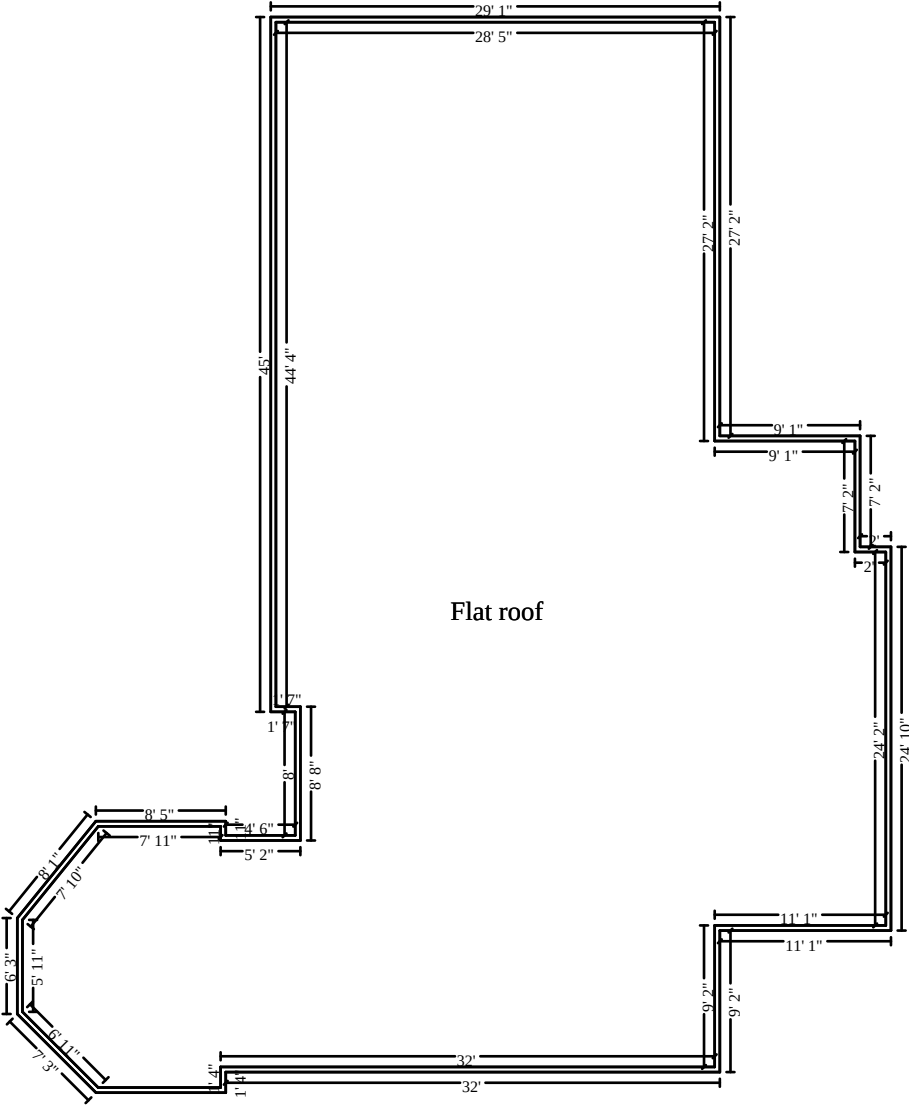
Recap by Category

O&P Items	Total	%
CLEANING	3,782.98	0.97%
GENERAL DEMOLITION	27,119.25	6.95%
DOORS	18,346.70	4.70%
DRYWALL	14,303.61	3.67%
ELECTRICAL	5,027.28	1.29%
HEAVY EQUIPMENT	2,246.08	0.58%
FLOOR COVERING - CERAMIC TILE	10,020.25	2.57%
FINISH CARPENTRY / TRIMWORK	2,741.59	0.70%
FRAMING & ROUGH CARPENTRY	10,618.18	2.72%
GLASS, GLAZING, & STOREFRONTS	1,050.24	0.27%
HEAT, VENT & AIR CONDITIONING	63,159.90	16.19%
INSULATION	3,028.99	0.78%
LABOR ONLY	11,400.00	2.92%
MOISTURE PROTECTION	1,766.79	0.45%
PLUMBING	4,824.98	1.24%
PAINTING	23,333.74	5.98%
ROOFING	72,155.46	18.50%
TOILET & BATH ACCESSORIES	476.16	0.12%
TILE	34,732.05	8.90%
TEMPORARY REPAIRS	644.48	0.17%
WINDOWS - ALUMINUM	4,901.92	1.26%
WINDOW TREATMENT	1,121.29	0.29%
O&P Items Subtotal	316,801.92	81.21%
Material Sales Tax	7,999.69	2.05%
Cleaning Mat Tax	11.70	0.00%
Overhead	32,481.84	8.33%
Profit	32,481.84	8.33%
Total Cleaning Tax	318.79	0.08%
Total	390,095.78	100.00%

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Roof



Cotton Commercial

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Client: "Gallery" Don Vista Cultural Art Center
Property: 3300 Gulf Blvd
St. Pete Beach, FL 33706

Operator: DAN.B2

Estimator: Dan Bickford

Type of Estimate:

Date Entered: 12/11/2024

Date Assigned:

Price List: FLSP8X_DEC24

Labor Efficiency: Restoration/Service/Remodel

Estimate: STPETE-ART-GALRY2BB

Thank you for allowing Cotton Global Disaster Solutions the opportunity to provide the following detailed line item estimate for the loss to the property located at the address above.

Please note that assessment of damages are based on initial inspection and this estimate may change if additional damages are discovered while performing the listed scope items. If any additional repairs are required, a written supplemental change order will be provided, for approval, prior to any additional repairs being made. It is assumed that reasonable measures will be made to accommodate our staff to complete repairs in an efficient manner. Upon approval, Cotton is prepared to mobilize and begin the rebuild process. Please review this estimate at your convenience and do not hesitate to contact the Cotton Team with any questions.

Sincerely,

Dan Bickford
National Project Coordinator
Cotton Global Disaster Solutions
Cell: 281-505-8925
Email: dan.bickford@cottonteam.com

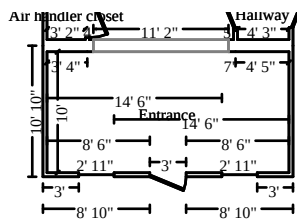


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STPETE-ART-GALRY2BB

Main Level



Entrance

Height: 10'

482.22 SF Walls	200.00 SF Ceiling
682.22 SF Walls & Ceiling	200.00 SF Floor
22.22 SY Flooring	45.83 LF Floor Perimeter
60.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

11' 2" X 6' 8"

Opens into MAIN_SHOWROO

Window

2' 11" X 4'

Opens into Exterior

Door

3' X 6' 8"

Opens into Exterior

Window

2' 11" X 4'

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Floor protection - heavy paper and tape	200.00 SF	0.00	0.60	0.98	24.20	145.18
2. Mask and prep for paint - tape only (per LF)	105.83 LF	0.00	0.84	0.37	17.86	107.13
3. Batt insulation - 6" - R19 - unfaced batt	96.00 SF	0.00	1.34	6.32	26.98	161.94
4. Waterproof concrete & masonry paint	241.11 SF	0.00	1.99	12.32	98.42	590.55
5. 1/2" Cement board	482.22 SF	0.00	5.73	64.14	565.44	3,392.70
Replaces double or triple layer drywall						
6. Tape joint for new to existing drywall - per LF	45.83 LF	0.00	13.28	1.35	122.00	731.97
7. Texture drywall - light hand texture	120.00 SF	0.00	1.47	0.84	35.44	212.68
8. Seal the surface area w/PVA primer - one coat	120.00 SF	0.00	0.81	0.50	19.54	117.24
9. Paint the walls - two coats	482.22 SF	0.00	1.33	10.46	130.38	782.19
10. Paint door or window opening - 2 coats (per side)	4.00 EA	0.00	43.44	1.78	35.12	210.66
11. Baseboard - 3 1/4"	45.83 LF	0.00	4.57	6.67	43.22	259.33
12. Caulking - acrylic	45.83 LF	0.00	3.30	0.61	30.36	182.21
13. Seal (1 coat) & paint (2 coats) baseboard	45.83 LF	0.00	2.98	0.67	27.46	164.70
14. Quarter round - 3/4"	45.83 LF	0.00	2.13	3.27	20.18	121.07
15. Seal & paint base shoe or quarter round	45.83 LF	0.00	1.10	0.45	10.18	61.04
16. Paint base shoe or quarter round - 1 coat	45.83 LF	0.00	0.75	0.35	6.96	41.68

Final Coat

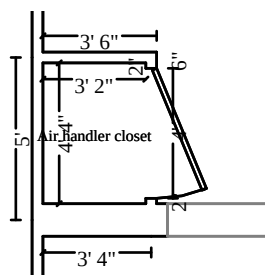


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CONTINUED - Entrance

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
17. Clean floor - tile	200.00 SF	0.00	1.13	20.05	45.40	291.45
18. Grout sealer	200.00 SF	0.00	1.43	2.66	57.74	346.40
19. RegROUT tile floor	200.00 SF	0.00	4.19	7.14	169.02	1,014.16
20. Final cleaning - construction - Commercial	200.00 SF	0.00	0.30	5.04	12.00	77.04
Totals: Entrance				145.97	1,497.90	9,011.32



Air handler closet

Height: 10'

123.33 SF Walls	13.72 SF Ceiling
137.06 SF Walls & Ceiling	13.72 SF Floor
1.52 SY Flooring	11.00 LF Floor Perimeter
15.00 LF Ceil. Perimeter	

Door

4' X 6' 8"

Opens into MAIN_SHOWROO

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
21. Floor protection - heavy paper and tape	13.72 SF	0.00	0.60	0.07	1.66	9.96
22. Mask and prep for paint - tape only (per LF)	26.00 LF	0.00	0.84	0.09	4.38	26.31
23. Batt insulation - 6" - R19 - unfaced batt	44.00 SF	0.00	1.34	2.90	12.38	74.24
24. Waterproof concrete & masonry paint	61.67 SF	0.00	1.99	3.15	25.18	151.05
25. 1/2" Cement board	123.33 SF	0.00	5.73	16.40	144.62	867.70
Replaces double or triple layer drywall						
26. Tape joint for new to existing drywall - per LF	11.00 LF	0.00	13.28	0.32	29.28	175.68
27. Texture drywall - light hand texture	55.00 SF	0.00	1.47	0.39	16.26	97.50
28. Seal more than the floor perimeter w/PVA primer - one coat	55.00 SF	0.00	0.81	0.23	8.96	53.74
29. Paint the walls - two coats	123.33 SF	0.00	1.33	2.68	33.34	200.05
30. Baseboard - 3 1/4"	11.00 LF	0.00	4.57	1.60	10.38	62.25
31. Caulking - acrylic	11.00 LF	0.00	3.30	0.15	7.30	43.75
32. Seal (1 coat) & paint (2 coats) baseboard	11.00 LF	0.00	2.98	0.16	6.60	39.54
33. Quarter round - 3/4"	11.00 LF	0.00	2.13	0.79	4.84	29.06

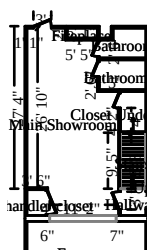


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CONTINUED - Air handler closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
34. Seal & paint base shoe or quarter round	11.00 LF	0.00	1.10	0.11	2.44	14.65
35. Paint base shoe or quarter round - 1 coat	11.00 LF	0.00	0.75	0.08	1.68	10.01
Final Coat						
36. Clean floor - tile	13.72 SF	0.00	1.13	1.38	3.12	20.00
37. Grout sealer	13.72 SF	0.00	1.43	0.18	3.96	23.76
38. RegROUT tile floor	13.72 SF	0.00	4.19	0.49	11.60	69.58
39. Final cleaning - construction - Commercial	13.72 SF	0.00	0.30	0.35	0.82	5.29
Totals: Air handler closet				31.52	328.80	1,974.12



Main Showroom

Height: 10'

747.22 SF Walls	420.30 SF Ceiling
1,167.53 SF Walls & Ceiling	420.30 SF Floor
46.70 SY Flooring	65.17 LF Floor Perimeter
93.83 LF Ceil. Perimeter	

Door	4' X 6' 8"	Opens into AIR_HANDLER_
Missing Wall - Goes to Floor	11' 2" X 6' 8"	Opens into ENTRANCE
Door	3' X 6' 8"	Opens into HALLWAY2
Door	2' 6" X 6' 8"	Opens into CLOSET_UNDE2
Door	2' 6" X 6' 8"	Opens into BATHROOM_1
Door	2' 6" X 6' 8"	Opens into BATHROOM_2
Door	3' X 6' 8"	Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
40. Floor protection - heavy paper and tape	420.30 SF	0.00	0.60	2.06	50.86	305.10
41. Mask and prep for paint - tape only (per LF)	159.00 LF	0.00	0.84	0.56	26.84	160.96
42. Batt insulation - 6" - R19 - unfaced batt	260.67 SF	0.00	1.34	17.15	73.30	439.75
43. AC plywood - 1/2"	107.33 SF	0.00	3.45	14.88	77.04	462.21
Along exterior wall						
44. Waterproof concrete & masonry paint	373.61 SF	0.00	1.99	19.09	152.52	915.09
45. 1/2" Cement board	747.22 SF	0.00	5.73	99.38	876.20	5,257.15

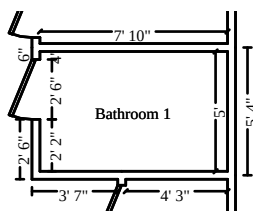


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CONTINUED - Main Showroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Replaces double or triple layer drywall						
46. Tape joint for new to existing drywall - per LF	65.17 LF	0.00	13.28	1.92	173.48	1,040.86
47. Texture drywall - light hand texture	325.83 SF	0.00	1.47	2.28	96.26	577.51
48. Seal more than the floor perimeter w/PVA primer - one coat	325.83 SF	0.00	0.81	1.37	53.06	318.35
49. Paint the walls - two coats	747.22 SF	0.00	1.33	16.21	202.00	1,212.01
50. Baseboard - 3 1/4"	65.17 LF	0.00	4.57	9.49	61.46	368.78
51. Caulking - acrylic	65.17 LF	0.00	3.30	0.87	43.20	259.13
52. Seal (1 coat) & paint (2 coats) baseboard	65.17 LF	0.00	2.98	0.96	39.04	234.21
53. Quarter round - 3/4"	65.17 LF	0.00	2.13	4.65	28.70	172.16
54. Seal & paint base shoe or quarter round	65.17 LF	0.00	1.10	0.64	14.46	86.79
55. Paint base shoe or quarter round - 1 coat	65.17 LF	0.00	0.75	0.50	9.88	59.26
Final Coat						
56. Clean floor - tile	420.30 SF	0.00	1.13	42.13	95.40	612.47
57. Grout sealer	420.30 SF	0.00	1.43	5.59	121.32	727.94
58. Regrout tile floor	420.30 SF	0.00	4.19	15.00	355.22	2,131.28
59. Final cleaning - construction - Commercial	420.30 SF	0.00	0.30	10.60	25.22	161.91
Totals: Main Showroom				265.33	2,575.46	15,502.92



Bathroom 1

Height: 10'

240.00 SF Walls	39.17 SF Ceiling
279.17 SF Walls & Ceiling	39.17 SF Floor
4.35 SY Flooring	23.17 LF Floor Perimeter
25.67 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into MAIN_SHOWROO				
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
60. Floor protection - heavy paper and tape	39.17 SF	0.00	0.60	0.19	4.74	28.43
61. Mask and prep for paint - tape only (per LF)	48.83 LF	0.00	0.84	0.17	8.24	49.43



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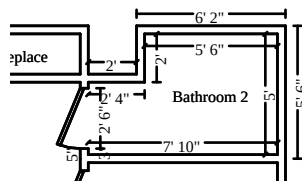
CONTINUED - Bathroom 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
62. Batt insulation - 6" - R19 - unfaced batt	92.67 SF	0.00	1.34	6.10	26.06	156.34
63. Waterproof concrete & masonry paint	120.00 SF	0.00	1.99	6.13	48.98	293.91
64. 1/2" Cement board	240.00 SF	0.00	5.73	31.92	281.42	1,688.54
<i>Replaces double or triple layer drywall</i>						
65. Tape joint for new to existing drywall - per LF	23.17 LF	0.00	13.28	0.68	61.68	370.06
66. Texture drywall - light hand texture	115.83 SF	0.00	1.47	0.81	34.22	205.30
67. Seal more than the floor perimeter w/PVA primer - one coat	115.83 SF	0.00	0.81	0.49	18.86	113.17
68. Paint the walls - two coats	240.00 SF	0.00	1.33	5.21	64.88	389.29
69. Baseboard - 3 1/4"	23.17 LF	0.00	4.57	3.37	21.86	131.12
70. Caulking - acrylic	23.17 LF	0.00	3.30	0.31	15.36	92.13
71. Seal (1 coat) & paint (2 coats) baseboard	23.17 LF	0.00	2.98	0.34	13.88	83.27
72. Quarter round - 3/4"	23.17 LF	0.00	2.13	1.65	10.22	61.22
73. Seal & paint base shoe or quarter round	23.17 LF	0.00	1.10	0.23	5.14	30.86
74. Paint base shoe or quarter round - 1 coat	23.17 LF	0.00	0.75	0.18	3.52	21.08
<i>Final Coat</i>						
75. Clean floor - tile	39.17 SF	0.00	1.13	3.92	8.90	57.08
76. Grout sealer	39.17 SF	0.00	1.43	0.52	11.30	67.83
77. Regrout tile floor	39.17 SF	0.00	4.19	1.40	33.10	198.62
78. Toilet	1.00 EA	0.00	846.90	37.79	176.94	1,061.63
79. Vanity	3.00 LF	0.00	333.98	59.58	212.30	1,273.82
80. Countertop - solid surface	6.00 SF	0.00	83.94	25.19	105.76	634.59
81. Sink - single	1.00 EA	0.00	487.67	22.90	102.12	612.69
82. Sink faucet - Bathroom	1.00 EA	0.00	328.57	14.94	68.70	412.21
83. P-trap assembly - ABS (plastic)	1.00 EA	0.00	88.60	0.59	17.84	107.03
84. Angle stop valve	3.00 EA	0.00	52.60	2.62	32.08	192.50
85. Plumbing fixture supply line	3.00 EA	0.00	27.29	1.52	16.68	100.07
86. Final cleaning - construction - Commercial	39.17 SF	0.00	0.30	0.98	2.36	15.09
Totals: Bathroom 1				229.73	1,407.14	8,447.31



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Bathroom 2

Height: 10'

240.00 SF Walls	34.50 SF Ceiling
274.50 SF Walls & Ceiling	34.50 SF Floor
3.83 SY Flooring	23.17 LF Floor Perimeter
25.67 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"		Opens into MAIN_SHOWROO			
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
87. Floor protection - heavy paper and tape	34.50 SF	0.00	0.60	0.17	4.18	25.05
88. Mask and prep for paint - tape only (per LF)	48.83 LF	0.00	0.84	0.17	8.24	49.43
89. Batt insulation - 6" - R19 - unfaced batt	92.67 SF	0.00	1.34	6.10	26.06	156.34
90. 1/2" Cement board	240.00 SF	0.00	5.73	31.92	281.42	1,688.54
<i>Replaces double or triple layer drywall</i>						
91. Tape joint for new to existing drywall - per LF	23.17 LF	0.00	13.28	0.68	61.68	370.06
92. Texture drywall - light hand texture	115.83 SF	0.00	1.47	0.81	34.22	205.30
93. Seal more than the floor perimeter w/PVA primer - one coat	115.83 SF	0.00	0.81	0.49	18.86	113.17
94. Paint the walls - two coats	240.00 SF	0.00	1.33	5.21	64.88	389.29
95. Waterproof concrete & masonry paint	120.00 SF	0.00	1.99	6.13	48.98	293.91
96. Baseboard - 3 1/4"	23.17 LF	0.00	4.57	3.37	21.86	131.12
97. Caulking - acrylic	23.17 LF	0.00	3.30	0.31	15.36	92.13
98. Seal (1 coat) & paint (2 coats) baseboard	23.17 LF	0.00	2.98	0.34	13.88	83.27
99. Quarter round - 3/4"	23.17 LF	0.00	2.13	1.65	10.22	61.22
100. Seal & paint base shoe or quarter round	23.17 LF	0.00	1.10	0.23	5.14	30.86
101. Paint base shoe or quarter round - 1 coat	23.17 LF	0.00	0.75	0.18	3.52	21.08
<i>Final Coat</i>						
102. Clean floor - tile	34.50 SF	0.00	1.13	3.46	7.84	50.29
103. Grout sealer	34.50 SF	0.00	1.43	0.46	9.96	59.76
104. Regrout tile floor	34.50 SF	0.00	4.19	1.23	29.16	174.95
105. Toilet	1.00 EA	0.00	846.90	37.79	176.94	1,061.63
106. Vanity	3.00 LF	0.00	333.98	59.58	212.30	1,273.82
107. Countertop - solid surface	6.00 SF	0.00	83.94	25.19	105.76	634.59

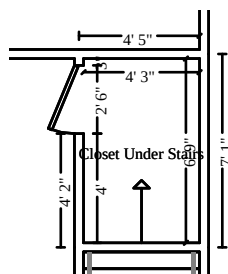


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CONTINUED - Bathroom 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
108. Sink - single	1.00 EA	0.00	487.67	22.90	102.12	612.69
109. Sink faucet - Bathroom	1.00 EA	0.00	328.57	14.94	68.70	412.21
110. P-trap assembly - ABS (plastic)	1.00 EA	0.00	88.60	0.59	17.84	107.03
111. Angle stop valve	3.00 EA	0.00	52.60	2.62	32.08	192.50
112. Plumbing fixture supply line	3.00 EA	0.00	27.29	1.52	16.68	100.07
113. Final cleaning - construction - Commercial	34.50 SF	0.00	0.30	0.86	2.08	13.29
Totals: Bathroom 2				228.90	1,399.96	8,403.60



Closet Under Stairs

Height: Sloped

203.33 SF Walls	33.35 SF Ceiling
236.68 SF Walls & Ceiling	28.69 SF Floor
3.19 SY Flooring	19.50 LF Floor Perimeter
24.19 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into MAIN_SHOWROO				
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
114. Floor protection - heavy paper and tape	28.69 SF	0.00	0.60	0.14	3.46	20.81
115. Mask and prep for paint - tape only (per LF)	43.69 LF	0.00	0.84	0.15	7.38	44.23
116. Batt insulation - 6" - R19 - unfaced batt	78.00 SF	0.00	1.34	5.13	21.92	131.57
117. Waterproof concrete & masonry paint	101.67 SF	0.00	1.99	5.20	41.50	249.02
118. 1/2" Cement board	203.33 SF	0.00	5.73	27.04	238.42	1,430.54
Replaces double or triple layer drywall						
119. Tape joint for new to existing drywall - per LF	19.50 LF	0.00	13.28	0.57	51.92	311.45
120. Texture drywall - light hand texture	97.50 SF	0.00	1.47	0.68	28.80	172.81
121. Seal more than the floor perimeter w/PVA primer - one coat	97.50 SF	0.00	0.81	0.41	15.88	95.27
122. Paint the walls - two coats	203.33 SF	0.00	1.33	4.41	54.96	329.80
123. Baseboard - 3 1/4"	19.50 LF	0.00	4.57	2.84	18.38	110.34
124. Caulking - acrylic	19.50 LF	0.00	3.30	0.26	12.94	77.55
125. Seal (1 coat) & paint (2 coats) baseboard	19.50 LF	0.00	2.98	0.29	11.68	70.08

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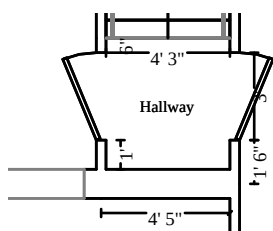


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CONTINUED - Closet Under Stairs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
126. Quarter round - 3/4"	19.50 LF	0.00	2.13	1.39	8.58	51.51
127. Seal & paint base shoe or quarter round	19.50 LF	0.00	1.10	0.19	4.34	25.98
128. Paint base shoe or quarter round - 1 coat	19.50 LF	0.00	0.75	0.15	2.96	17.74
Final Coat						
129. Grout sealer	28.69 SF	0.00	1.43	0.38	8.28	49.69
130. Clean floor - tile	28.69 SF	0.00	1.13	2.88	6.50	41.80
131. Regrout tile floor	28.69 SF	0.00	4.19	1.02	24.24	145.47
132. Final cleaning - construction - Commercial	28.69 SF	0.00	0.30	0.72	1.72	11.05
Totals: Closet Under Stairs				53.85	563.86	3,386.71



Hallway

Height: 10'

92.50 SF Walls	19.13 SF Ceiling
111.63 SF Walls & Ceiling	19.13 SF Floor
2.13 SY Flooring	7.25 LF Floor Perimeter
13.25 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into MAIN_SHOWROO
Missing Wall	4' 3" X 10'	Opens into STAIRS
Door	3' X 6' 8"	Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
133. Floor protection - heavy paper and tape	19.13 SF	0.00	0.60	0.09	2.32	13.89
134. Mask and prep for paint - tape only (per LF)	20.50 LF	0.00	0.84	0.07	3.46	20.75
135. Batt insulation - 6" - R19 - unfaced batt	29.00 SF	0.00	1.34	1.91	8.16	48.93
136. 1/2" Cement board	92.50 SF	0.00	5.73	12.30	108.46	650.79
Replaces double or triple layer drywall						
137. Tape joint for new to existing drywall - per LF	7.25 LF	0.00	13.28	0.21	19.30	115.79
138. Texture drywall - light hand texture	36.25 SF	0.00	1.47	0.25	10.72	64.26
139. Seal more than the floor perimeter w/PVA primer - one coat	36.25 SF	0.00	0.81	0.15	5.92	35.43
140. Paint the walls - two coats	92.50 SF	0.00	1.33	2.01	25.00	150.04

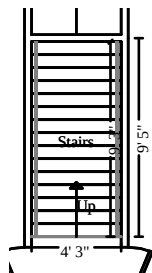
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CONTINUED - Hallway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
141. Waterproof concrete & masonry paint	46.25 SF	0.00	1.99	2.36	18.88	113.28
142. Baseboard - 3 1/4"	7.25 LF	0.00	4.57	1.06	6.84	41.03
143. Caulking - acrylic	7.25 LF	0.00	3.30	0.10	4.80	28.83
144. Seal (1 coat) & paint (2 coats) baseboard	7.25 LF	0.00	2.98	0.11	4.34	26.06
145. Quarter round - 3/4"	7.25 LF	0.00	2.13	0.52	3.18	19.14
146. Seal & paint base shoe or quarter round	7.25 LF	0.00	1.10	0.07	1.62	9.67
147. Paint base shoe or quarter round - 1 coat	7.25 LF	0.00	0.75	0.06	1.10	6.60
Final Coat						
148. Clean floor - tile	19.13 SF	0.00	1.13	1.91	4.34	27.87
149. Grout sealer	19.13 SF	0.00	1.43	0.25	5.54	33.15
150. Regrout tile floor	19.13 SF	0.00	4.19	0.68	16.18	97.01
151. Final cleaning - construction - Commercial	19.13 SF	0.00	0.30	0.48	1.14	7.36
Totals: Hallway				24.59	251.30	1,509.88



Stairs

Height: 21' 9"

300.69 SF Walls	39.31 SF Ceiling
340.00 SF Walls & Ceiling	103.03 SF Floor
11.45 SY Flooring	36.93 LF Floor Perimeter
22.75 LF Ceil. Perimeter	

Missing Wall

4' 3" X 21' 8 15/16"

Opens into HALLWAY2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
152. Floor protection - heavy paper and tape	103.03 SF	0.00	0.60	0.50	12.46	74.78
153. Mask and prep for paint - tape only (per LF)	59.68 LF	0.00	0.84	0.21	10.06	60.40
154. Paint the walls - two coats	300.69 SF	0.00	1.33	6.52	81.28	487.72
155. Final cleaning - construction - Commercial	103.03 SF	0.00	0.30	2.59	6.18	39.68
Totals: Stairs				9.82	109.98	662.58



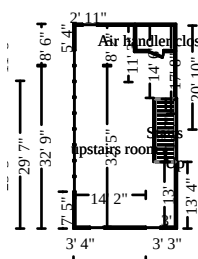
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Doors

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
156. Exterior door - fiberglass	6.00 EA	0.00	1,457.92	565.40	1,862.58	11,175.50
Does not include glass front and back door. Includes all metal doors with out lites.						
Totals: Doors				565.40	1,862.58	11,175.50
Total: Main Level				1,555.11	9,996.98	60,073.94

2nd Floor



upstairs room

Height: 8'

804.00 SF Walls	705.92 SF Ceiling
1,509.92 SF Walls & Ceiling	705.92 SF Floor
78.44 SY Flooring	117.50 LF Floor Perimeter
120.50 LF Ceil. Perimeter	

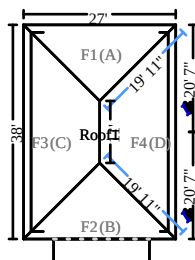
Window	2' 11" X 4'	Opens into Exterior
Window	2' 11" X 4'	Opens into Exterior
Window	2' 11" X 4'	Opens into Exterior
Window	2' 11" X 4'	Opens into Exterior
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Window	2' 11" X 4'	Opens into Exterior
Window	2' 11" X 4'	Opens into Exterior
Window	2' 11" X 4'	Opens into Exterior
Window	2' 11" X 4'	Opens into Exterior
Missing Wall	4' X 8'	Opens into STAIRS
Missing Wall	3' 10" X 8'	Opens into STAIRS
Door	3' X 6' 8"	Opens into AIR_HANDLER2
Window	2' 11" X 4'	Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
157. Floor protection - heavy paper and tape	705.92 SF	0.00	0.60	3.46	85.42	512.43
158. Mask and prep for paint - tape only (per LF)	238.00 LF	0.00	0.84	0.83	40.14	240.89
159. Paint the walls - two coats	804.00 SF	0.00	1.33	17.45	217.36	1,304.13

CONTINUED - upstairs room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
160. Final cleaning - construction - Commercial	705.92 SF	0.00	0.30	17.78	42.36	271.92
Totals: upstairs room				39.52	385.28	2,329.37
Total: 2nd Floor				39.52	385.28	2,329.37

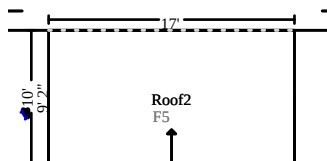
Roof



Roof1

1,111.50 Surface Area	11.12 Number of Squares
130.00 Total Perimeter Length	11.00 Total Ridge Length
79.61 Total Hip Length	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
161. Metal roofing - ribbed	13.34 SQ	0.00	3,899.44	0.00	0.00	52,018.53
This is a complete Roofing System and includes all ancillary materials like; drip edge, Pipe boots, Flashing, etc. as these ancillary items are manufactured by Worthouse the roofing manufacture of this roofing system. Only the roofing underlayment is not included with the system.						
162. Roofing felt - synthetic und. - double coverage	13.34 SQ	0.00	100.56	0.00	0.00	1,341.47
Totals: Roof1				0.00	0.00	53,360.00



Roof2

170.02 Surface Area	1.70 Number of Squares
54.00 Total Perimeter Length	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
163. Single-ply membrane - Fully adhered system - 60 mil	1.70 SQ	0.00	582.05	27.26	203.36	1,220.11
164. Flash parapet wall only - PVC/TPO - over 3' up to 6'	54.00 LF	0.00	30.89	33.38	340.30	2,041.74
165. Pipe jack flashing - PVC/TPO	6.00 EA	0.00	76.69	16.61	95.34	572.09
166. Curb flashing - PVC/TPO	54.00 LF	0.00	21.51	36.86	239.68	1,438.08



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CONTINUED - Roof2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Roof2				114.11	878.68	5,272.02
Total: Roof				114.11	878.68	58,632.02

Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
167. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	765.00	0.00	0.00	153.00	918.00
168. Temporary toilet (per month)	2.00 MO	0.00	132.24	0.00	52.90	317.38
169. Temporary hand washing station (per month)	2.00 MO	0.00	190.00	0.00	76.00	456.00
170. Crane and operator - 30 ton capacity	16.00 HR	0.00	175.10	0.00	560.32	3,361.92
Remove 6 RTU's from roof.						
Totals: Equipment				0.00	842.22	5,053.30

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
171. Commercial Supervision / Project Management - per week	4.00 WK	0.00	2,250.00	0.00	1,800.00	10,800.00
172. General Laborer - per hour	40.00 HR	0.00	60.00	0.00	480.00	2,880.00
1 worker 2 Hours a day for 5 days a week for 4 weeks 40 hours, for continuous daily site maintenance and clean up, and material handling.						
Totals: General Conditions				0.00	2,280.00	13,680.00
Line Item Totals: STPETE-ART-GALRY2BB				1,708.74	14,383.16	139,768.63



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Grand Total Areas:

3,865.43	SF Walls	1,601.91	SF Ceiling	5,467.34	SF Walls and Ceiling
1,708.74	SF Floor	189.86	SY Flooring	417.59	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	464.50	LF Ceil. Perimeter
1,708.74	Floor Area	1,731.25	Total Area	2,992.90	Interior Wall Area
2,148.07	Exterior Wall Area	232.50	Exterior Perimeter of Walls		
1,281.52	Surface Area	12.82	Number of Squares	184.00	Total Perimeter Length
11.00	Total Ridge Length	79.61	Total Hip Length		



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Summary

Line Item Total	123,676.73
Material Sales Tax	1,593.61
Cleaning Mat Tax	3.70
Subtotal	125,274.04
Overhead	7,191.58
Profit	7,191.58
Total Cleaning Tax	111.43
Replacement Cost Value	\$139,768.63
Net Claim	\$139,768.63

Dan Bickford



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mat Tax (7%)	Total Cleaning Tax (7%)	Laundrying Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7%)
Line Items	7,191.58	7,191.58	1,593.61	3.70	111.43	0.00	0.00	0.00
Total	7,191.58	7,191.58	1,593.61	3.70	111.43	0.00	0.00	0.00



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Recap by Room

Estimate: STPETE-ART-GALRY2BB

Area: Main Level

Entrance	7,367.45	5.96%
Air handler closet	1,613.80	1.30%
Main Showroom	12,662.13	10.24%
Bathroom 1	6,810.44	5.51%
Bathroom 2	6,774.74	5.48%
Closet Under Stairs	2,769.00	2.24%
Hallway	1,233.99	1.00%
Stairs	542.78	0.44%
Doors	8,747.52	7.07%

Area Subtotal: Main Level	48,521.85	39.23%
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Area: 2nd Floor

upstairs room	1,904.57	1.54%
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Area Subtotal: 2nd Floor	1,904.57	1.54%
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Area: Roof

Roof1	53,360.00	43.14%
Roof2	4,279.23	3.46%

Area Subtotal: Roof	57,639.23	46.60%
Equipment	4,211.08	3.40%
General Conditions	11,400.00	9.22%

Subtotal of Areas	123,676.73	100.00%
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Total	123,676.73	100.00%
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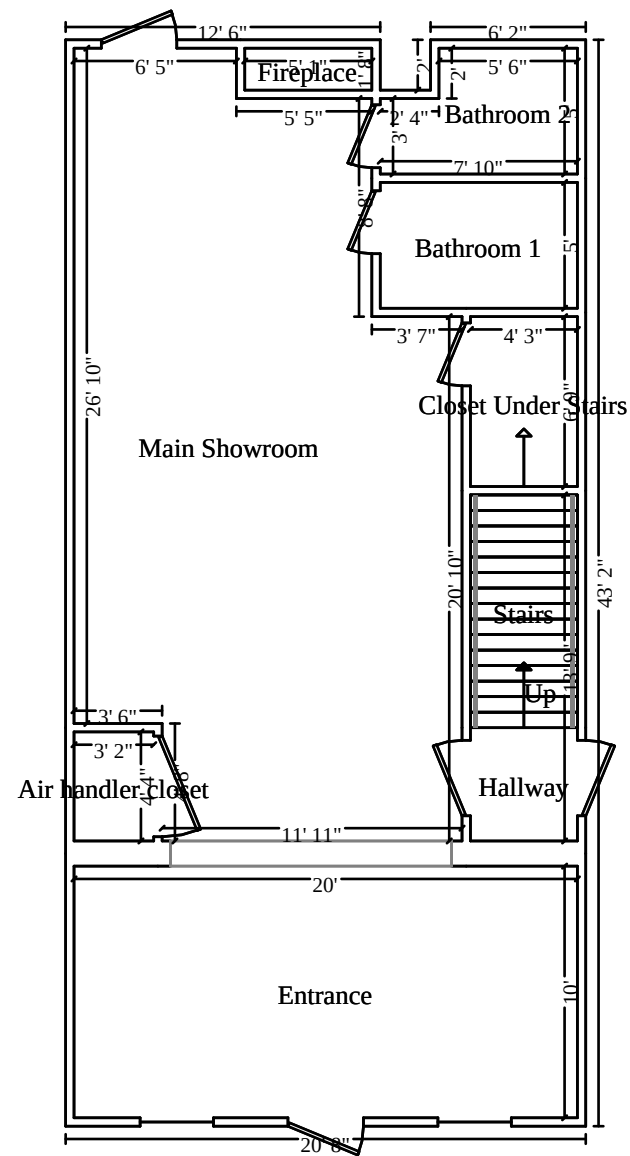
Cotton Commercial

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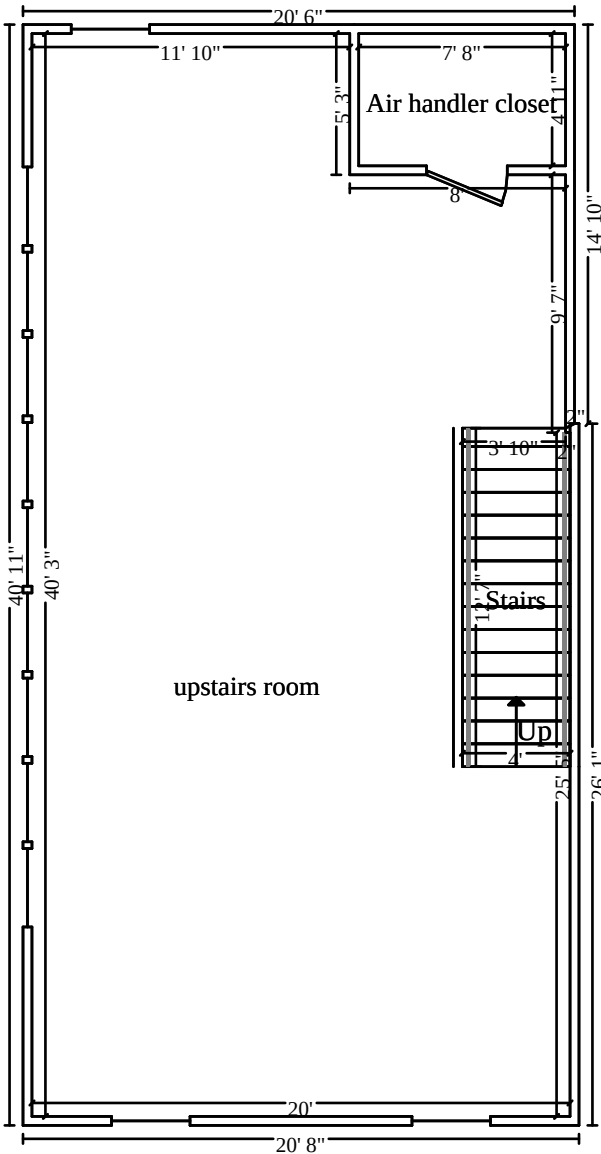
Recap by Category

O&P Items	Total	%
CABINETRY	3,011.16	2.15%
CLEANING	1,323.08	0.95%
GENERAL DEMOLITION	765.00	0.55%
DOORS	8,747.52	6.26%
DRYWALL	3,864.18	2.76%
HEAVY EQUIPMENT	2,801.60	2.00%
FLOOR COVERING - CERAMIC TILE	4,245.98	3.04%
FINISH CARPENTRY / TRIMWORK	1,307.11	0.94%
FRAMING & ROUGH CARPENTRY	370.29	0.26%
INSULATION	928.64	0.66%
LABOR ONLY	11,400.00	8.16%
MOISTURE PROTECTION	643.80	0.46%
PLUMBING	3,982.82	2.85%
PAINTING	9,804.96	7.02%
ROOFING	4,279.23	3.06%
TILE	12,196.88	8.73%
TEMPORARY REPAIRS	644.48	0.46%
O&P Items Subtotal	70,316.73	50.31%
Non-O&P Items	Total	%
ROOFING	53,360.00	38.18%
Non-O&P Items Subtotal	53,360.00	38.18%
O&P Items Subtotal	70,316.73	50.31%
Material Sales Tax	1,593.61	1.14%
Cleaning Mat Tax	3.70	0.00%
Overhead	7,191.58	5.15%
Profit	7,191.58	5.15%
Total Cleaning Tax	111.43	0.08%
Total	139,768.63	100.00%

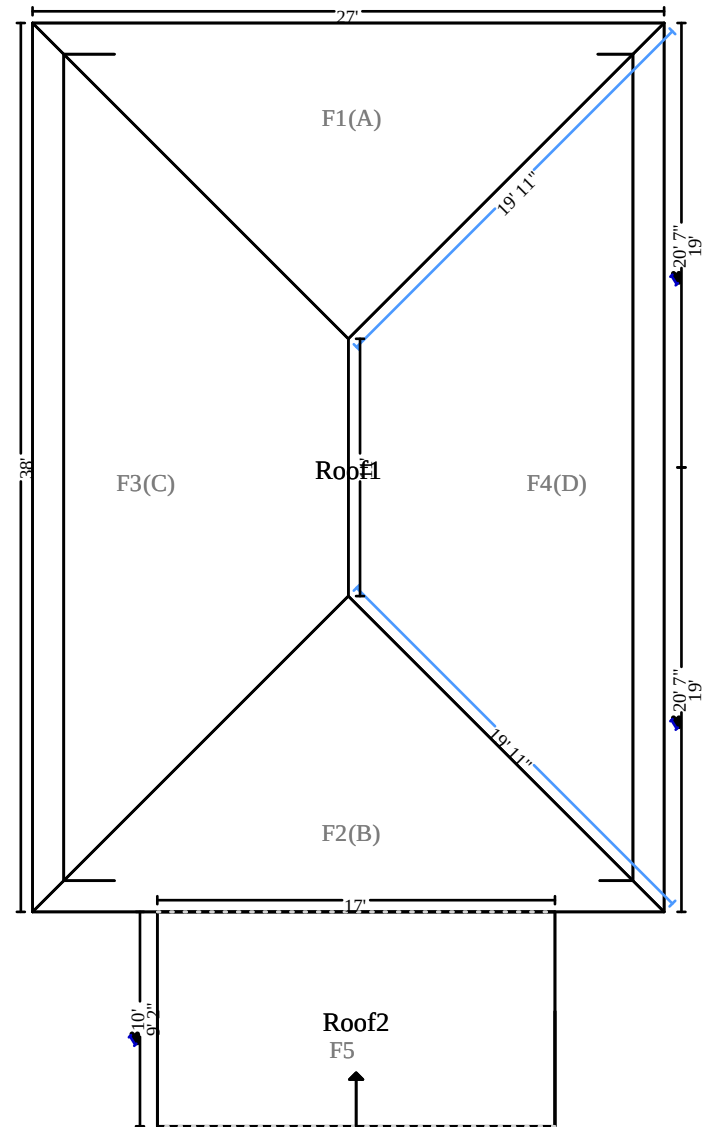
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Main Level



2nd Floor



Roof



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Client: CITY OF ST PETE BEACH_574107
Property: 7701 BOCA CIEGA DR
ST PETE BEACH, FL 33706

Operator: DAN.B2

Estimator: Dan Bickford

Type of Estimate:

Date Entered: 12/17/2024

Date Assigned:

Price List: FLSP8X_NOV24

Labor Efficiency: Restoration/Service/Remodel

Estimate: STPETE_PUBWKS-2BBUIL

Thank you for allowing Cotton Global Disaster Solutions the opportunity to provide the following detailed line item estimate for the loss to the property located at the address above.

Please note that assessment of damages are based on initial inspection and this estimate may change if additional damages are discovered while performing the listed scope items. If any additional repairs are required, a written supplemental change order will be provided, for approval, prior to any additional repairs being made. It is assumed that reasonable measures will be made to accommodate our staff to complete repairs in an efficient manner. Upon approval, Cotton is prepared to mobilize and begin the rebuild process. Please review this estimate at your convenience and do not hesitate to contact the Cotton Team with any questions.

Sincerely,

Dan Bickford
National Project Coordinator
Cotton Global Disaster Solutions
Cell: 281-505-8925
Email: dan.bickford@cottonteam.com



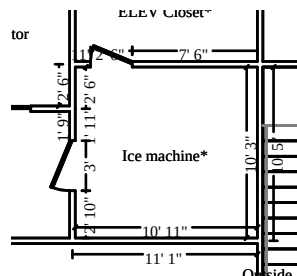
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STPETE_PUBWKS-2BBUIL

Public works

2BBuilt 1st Floor



Ice machine*

Height: 8'

338.67 SF Walls	111.90 SF Ceiling
450.56 SF Walls & Ceiling	111.90 SF Floor
12.43 SY Flooring	42.33 LF Floor Perimeter
42.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. 1/2" Cement board	84.67 SF	0.00	5.73	11.26	99.30	595.72
2. Texture drywall - heavy hand texture	169.33 SF	0.00	1.68	2.73	57.44	344.64
3. Mask and prep for paint - tape only (per LF)	42.33 LF	0.00	0.72	0.15	6.14	36.77
4. Seal part of the walls w/PVA primer - one coat	169.33 SF	0.00	0.70	0.71	23.84	143.08
5. Paint the walls - two coats	338.67 SF	0.00	1.19	7.35	82.08	492.45
6. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
7. Remove Vinyl tile	111.90 SF	1.63	0.00	0.00	36.48	218.88
8. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
9. R&R Exterior door - fiberglass / wood w/detail - Premium grade	1.00 EA	30.80	1,457.61	94.23	316.52	1,899.16
10. R&R Steel door frame - 3' opening	2.00 EA	26.96	408.65	47.04	183.64	1,101.90
11. R&R Door closer - Commercial grade	2.00 EA	21.57	144.88	16.30	69.84	419.04
12. R&R Lockset - keyed - Heavy duty - Commercial grade	2.00 EA	17.97	256.50	32.67	116.32	697.93
13. Clean concrete the floor	111.90 SF	0.00	0.43	4.12	9.64	61.88
Clean concrete prior to epoxy coating.						
14. Epoxy finish - two coats over concrete floor	111.90 SF	0.00	7.37	4.39	165.82	994.91
15. Floor preparation for Epoxy flooring	111.90 SF	0.00	1.08	1.57	24.50	146.92
16. Non-slip aluminum oxide finish	111.90 SF	0.00	1.02	1.02	23.02	138.18
17. Remove Cove base molding - rubber or vinyl, 4" high	42.33 LF	0.43	0.00	0.00	3.64	21.84
18. Final cleaning - construction - Residential	111.90 SF	0.00	0.38	3.58	8.50	54.60

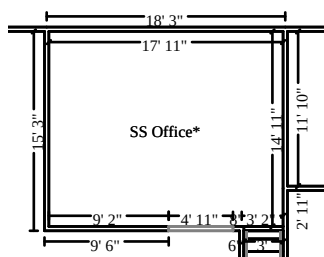


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CONTINUED - Ice machine*

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Ice machine*				229.46	1,260.76	7,572.16



SS Office*

Height: 8'

492.94 SF Walls	267.26 SF Ceiling
760.19 SF Walls & Ceiling	267.26 SF Floor
29.70 SY Flooring	60.75 LF Floor Perimeter
65.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

4' 11" X 6' 8"

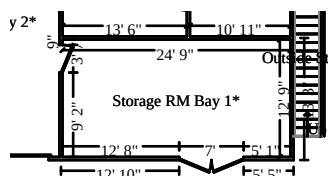
Opens into STREET_SIGN2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
19. 1/2" Cement board	123.23 SF	0.00	5.73	16.39	144.50	867.00
20. Texture drywall - heavy hand texture	492.94 SF	0.00	1.68	7.94	167.20	1,003.28
21. Mask and prep for paint - tape only (per LF)	65.67 LF	0.00	0.72	0.23	9.50	57.01
22. Seal the walls w/PVA primer - one coat	492.94 SF	0.00	0.70	2.07	69.44	416.57
23. Paint the walls - two coats	492.94 SF	0.00	1.19	10.70	119.46	716.76
24. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
25. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
26. R&R Steel door frame - 3' opening	1.00 EA	26.96	408.65	23.52	91.84	550.97
27. R&R Door closer - Commercial grade	1.00 EA	21.57	144.88	8.15	34.94	209.54
28. R&R Lockset - keyed - Heavy duty - Commercial grade	1.00 EA	17.97	256.50	16.34	58.16	348.97
29. R&R Exterior door - fiberglass / wood w/detail - Premium grade	1.00 EA	30.80	1,457.61	94.23	316.52	1,899.16
30. Clean concrete the floor	267.26 SF	0.00	0.43	9.86	23.02	147.80
Clean greasy concrete prior to epoxy coating.						
31. Epoxy finish - two coats over concrete floor	267.26 SF	0.00	7.37	10.48	396.04	2,376.23
32. Floor preparation for Epoxy flooring	267.26 SF	0.00	1.08	3.74	58.46	350.84
33. Non-slip aluminum oxide finish	267.26 SF	0.00	1.02	2.43	55.00	330.04
34. Final cleaning - construction - Residential	267.26 SF	0.00	0.38	8.53	20.32	130.41
Totals: SS Office*				216.95	1,598.44	9,608.84



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Storage RM Bay 1*

Height: 8'

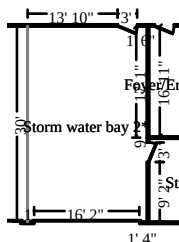
600.00 SF Walls	315.56 SF Ceiling
915.56 SF Walls & Ceiling	315.56 SF Floor
35.06 SY Flooring	75.00 LF Floor Perimeter
75.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
35. 1/2" Cement board	300.00 SF	0.00	5.73	39.90	351.78	2,110.68
36. Texture drywall - heavy hand texture	300.00 SF	0.00	1.68	4.83	101.76	610.59
37. Mask and prep for paint - tape only (per LF)	75.00 LF	0.00	0.72	0.26	10.86	65.12
38. Seal part of the walls w/PVA primer - one coat	300.00 SF	0.00	0.70	1.26	42.26	253.52
39. Paint the walls - two coats	600.00 SF	0.00	1.19	13.02	145.40	872.42
40. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
41. R&R Steel door frame - 6' opening	1.00 EA	28.76	472.56	27.23	105.72	634.27
42. R&R Steel door frame - 3' opening	1.00 EA	26.96	408.65	23.52	91.84	550.97
43. R&R Door closer - Commercial grade	2.00 EA	21.57	144.88	16.30	69.84	419.04
44. R&R Lockset - keyed - Heavy duty - Commercial grade	2.00 EA	17.97	256.50	32.67	116.32	697.93
45. Paint door slab only - 2 coats (per side)	6.00 EA	0.00	45.77	4.35	55.80	334.77
46. R&R Exterior double door - Fiber glass	1.00 EA	39.21	3,776.48	178.33	798.80	4,792.82
47. Exterior door - fiberglass / wood w/detail - Premium grade	1.00 EA	0.00	1,457.61	94.23	310.36	1,862.20
48. Stud wall - 2" x 4" x 8' - 16" oc	15.00 LF	0.00	23.17	8.07	71.14	426.76
49. Clean concrete the floor	315.56 SF	0.00	0.43	11.63	27.18	174.50
Clean concrete prior to epoxy coating.						
50. Epoxy finish - one coat over concrete floor	315.56 SF	0.00	3.98	9.50	253.08	1,518.51
51. Non-slip aluminum oxide finish	315.56 SF	0.00	1.02	2.87	64.96	389.70
52. Remove Cove base molding - rubber or vinyl, 4" high	75.00 LF	0.43	0.00	0.00	6.46	38.71
53. Final cleaning - construction - Residential	315.56 SF	0.00	0.38	10.07	23.98	153.96
Totals: Storage RM Bay 1*				478.93	2,662.98	15,999.14



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Storm water bay 2*

Height: 8'

533.33 SF Walls	550.00 SF Ceiling
1,083.33 SF Walls & Ceiling	550.00 SF Floor
61.11 SY Flooring	66.67 LF Floor Perimeter
66.67 LF Ceil. Perimeter	

Missing Wall

30' X 8'

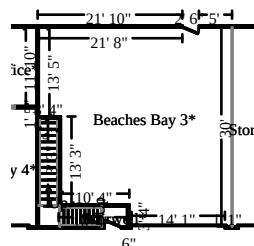
Opens into BEACHES_BAY2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
54. 1/2" Cement board	266.67 SF	0.00	5.73	35.47	312.70	1,876.19
55. Texture drywall - heavy hand texture	533.33 SF	0.00	1.68	8.59	180.92	1,085.50
56. Mask and prep for paint - tape only (per LF)	66.67 LF	0.00	0.72	0.23	9.64	57.87
57. Seal the walls w/PVA primer - one coat	533.33 SF	0.00	0.70	2.24	75.10	450.67
58. Paint the walls - two coats	533.33 SF	0.00	1.19	11.57	129.26	775.49
59. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
60. R&R Door closer - Commercial grade	1.00 EA	21.57	144.88	8.15	34.94	209.54
61. R&R Lockset - keyed - Heavy duty - Commercial grade	1.00 EA	17.97	256.50	16.34	58.16	348.97
62. R&R Steel door frame - 3' opening	1.00 EA	26.96	408.65	23.52	91.84	550.97
63. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
64. Exterior door - fiberglass / wood w/detail - Premium grade	1.00 EA	0.00	1,457.61	94.23	310.36	1,862.20
65. Clean concrete the floor	550.00 SF	0.00	0.43	20.29	47.38	304.17
Clean concrete prior to epoxy coating.						
66. Epoxy finish - two coats over concrete floor	550.00 SF	0.00	7.37	21.56	815.02	4,890.08
67. Floor preparation for Epoxy flooring	550.00 SF	0.00	1.08	7.70	120.34	722.04
68. Non-slip aluminum oxide finish	550.00 SF	0.00	1.02	5.01	113.20	679.21
69. Remove Cove base molding - rubber or vinyl, 4" high	66.67 LF	0.43	0.00	0.00	5.74	34.41
70. Final cleaning - construction - Residential	550.00 SF	0.00	0.38	17.56	41.80	268.36
Totals: Storm water bay 2*				274.80	2,380.44	14,319.93



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Beaches Bay 3*

Height: 8'

732.00 SF Walls	785.28 SF Ceiling
1,517.28 SF Walls & Ceiling	785.28 SF Floor
87.25 SY Flooring	88.33 LF Floor Perimeter
88.33 LF Ceil. Perimeter	

Missing Wall

30' X 8'

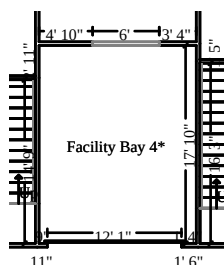
Opens into STORM_WATER2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
71. 1/2" Cement board	366.00 SF	0.00	5.73	48.68	429.18	2,575.04
72. Texture drywall - heavy hand texture	732.00 SF	0.00	1.68	11.79	248.32	1,489.87
73. Mask and prep for paint - tape only (per LF)	88.33 LF	0.00	0.72	0.31	12.78	76.69
74. Seal the walls w/PVA primer - one coat	732.00 SF	0.00	0.70	3.07	103.10	618.57
75. Paint the walls - two coats	732.00 SF	0.00	1.19	15.88	177.40	1,064.36
76. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
77. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
78. R&R Steel door frame - 3' opening	1.00 EA	26.96	408.65	23.52	91.84	550.97
79. R&R Door closer - Commercial grade	1.00 EA	21.57	144.88	8.15	34.94	209.54
80. R&R Lockset - keyed - Heavy duty - Commercial grade	1.00 EA	17.97	256.50	16.34	58.16	348.97
81. R&R Exterior door - fiberglass / wood w/detail - Premium grade	1.00 EA	30.80	1,457.61	94.23	316.52	1,899.16
82. Clean concrete the floor	785.28 SF	0.00	0.43	28.97	67.66	434.30
Clean greasy concrete prior to epoxy coating.						
83. Epoxy finish - two coats over concrete floor	785.28 SF	0.00	7.37	30.78	1,163.66	6,981.95
84. Floor preparation for Epoxy flooring	785.28 SF	0.00	1.08	10.99	171.82	1,030.91
85. Non-slip aluminum oxide finish	785.28 SF	0.00	1.02	7.15	161.64	969.78
86. Final cleaning - construction - Residential	785.28 SF	0.00	0.38	25.07	59.68	383.16
Totals: Beaches Bay 3*				327.27	3,130.74	18,837.53



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Facility Bay 4*

Height: 8'

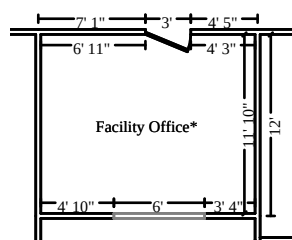
472.00 SF Walls	252.64 SF Ceiling
724.64 SF Walls & Ceiling	252.64 SF Floor
28.07 SY Flooring	58.00 LF Floor Perimeter
64.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

6' X 6' 8"

Opens into FACILITY_OF2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
87. 1/2" Cement board	118.00 SF	0.00	5.73	15.69	138.36	830.19
88. Texture drywall - heavy hand texture	472.00 SF	0.00	1.68	7.60	160.12	960.68
89. Mask and prep for paint - tape only (per LF)	64.00 LF	0.00	0.72	0.22	9.26	55.56
90. Seal the walls w/PVA primer - one coat	472.00 SF	0.00	0.70	1.98	66.48	398.86
91. Paint the walls - two coats	472.00 SF	0.00	1.19	10.24	114.38	686.30
92. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
93. Clean concrete the floor	252.64 SF	0.00	0.43	9.32	21.76	139.72
Clean greasy concrete prior to epoxy coating.						
94. Epoxy finish - two coats over concrete floor	252.64 SF	0.00	7.37	9.90	374.38	2,246.24
95. Floor preparation for Epoxy flooring	252.64 SF	0.00	1.08	3.54	55.28	331.67
96. Non-slip aluminum oxide finish	252.64 SF	0.00	1.02	2.30	52.00	311.99
97. Final cleaning - construction - Residential	252.64 SF	0.00	0.38	8.06	19.20	123.26
Totals: Facility Bay 4*				69.74	1,026.66	6,177.14



Facility Office*

Height: 8'

376.00 SF Walls	167.64 SF Ceiling
543.64 SF Walls & Ceiling	167.64 SF Floor
18.63 SY Flooring	46.00 LF Floor Perimeter
52.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

6' X 6' 8"

Opens into FACILITY_BA2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
98. 1/2" Cement board	94.00 SF	0.00	5.73	12.50	110.22	661.34

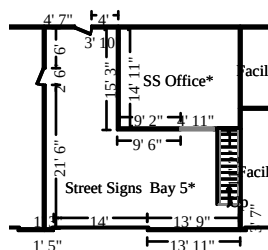


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CONTINUED - Facility Office*

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
99. Texture drywall - heavy hand texture	376.00 SF	0.00	1.68	6.05	127.56	765.29
100. Mask and prep for paint - tape only (per LF)	52.00 LF	0.00	0.72	0.18	7.52	45.14
101. Seal the walls w/PVA primer - one coat	376.00 SF	0.00	0.70	1.58	52.96	317.74
102. Paint the walls - two coats	376.00 SF	0.00	1.19	8.16	91.12	546.72
103. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
104. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
105. R&R Steel door frame - 3' opening	1.00 EA	26.96	408.65	23.52	91.84	550.97
106. R&R Door closer - Commercial grade	1.00 EA	21.57	144.88	8.15	34.94	209.54
107. R&R Lockset - keyed - Heavy duty - Commercial grade	1.00 EA	17.97	256.50	16.34	58.16	348.97
108. R&R Exterior door - fiberglass / wood w/detail - Premium grade	1.00 EA	30.80	1,457.61	94.23	316.52	1,899.16
109. Clean concrete the floor	167.64 SF	0.00	0.43	6.18	14.44	92.71
Clean greasy concrete prior to epoxy coating.						
110. Epoxy finish - two coats over concrete floor	167.64 SF	0.00	7.37	6.57	248.42	1,490.50
111. Floor preparation for Epoxy flooring	167.64 SF	0.00	1.08	2.35	36.70	220.10
112. Non-slip aluminum oxide finish	167.64 SF	0.00	1.02	1.53	34.50	207.02
113. Final cleaning - construction - Residential	167.64 SF	0.00	0.38	5.35	12.74	81.79
Totals: Facility Office*				195.03	1,271.68	7,641.25



Missing Wall - Goes to Floor

Street Signs Bay 5*

Height: 8'

884.56 SF Walls
1,439.02 SF Walls & Ceiling
61.61 SY Flooring
114.67 LF Ceil. Perimeter

554.47 SF Ceiling
554.47 SF Floor
109.75 LF Floor Perimeter

4' 11" X 6' 8"

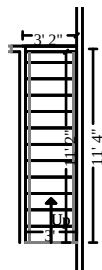
Opens into SS_OFFICE2



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CONTINUED - Street Signs Bay 5*



Subroom: Stairs6 (1)

Height: 16' 1"

271.64 SF Walls	33.50 SF Ceiling
305.14 SF Walls & Ceiling	60.36 SF Floor
6.71 SY Flooring	26.66 LF Floor Perimeter
22.33 LF Ceil. Perimeter	

Missing Wall

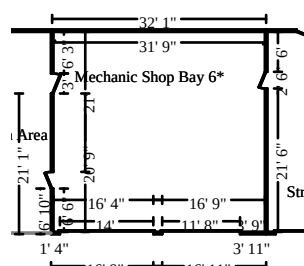
3' X 16' 1 7/16"

Opens into STREET_SIGN2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
114. 1/2" Cement board	289.05 SF	0.00	5.73	38.44	338.94	2,033.64
115. Texture drywall - heavy hand texture	1,156.19 SF	0.00	1.68	18.61	392.20	2,353.21
116. Mask and prep for paint - tape only (per LF)	137.00 LF	0.00	0.72	0.48	19.82	118.94
117. Seal the walls w/PVA primer - one coat	1,156.19 SF	0.00	0.70	4.86	162.84	977.03
118. Paint the walls - two coats	1,156.19 SF	0.00	1.19	25.09	280.20	1,681.16
119. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
120. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
121. R&R Steel door frame - 3' opening	1.00 EA	26.96	408.65	23.52	91.84	550.97
122. R&R Door closer - Commercial grade	1.00 EA	21.57	144.88	8.15	34.94	209.54
123. R&R Lockset - keyed - Heavy duty - Commercial grade	1.00 EA	17.97	256.50	16.34	58.16	348.97
124. R&R Exterior door - fiberglass / wood w/detail - Premium grade	1.00 EA	30.80	1,457.61	94.23	316.52	1,899.16
125. Clean concrete the floor	614.83 SF	0.00	0.43	22.68	52.96	340.02
Clean greasy concrete prior to epoxy coating.						
126. Epoxy finish - two coats over concrete floor	614.83 SF	0.00	7.37	24.10	911.08	5,466.48
127. Floor preparation for Epoxy flooring	614.83 SF	0.00	1.08	8.61	134.52	807.15
128. Non-slip aluminum oxide finish	614.83 SF	0.00	1.02	5.60	126.54	759.27
129. Carpenter - General Framer - per hour	8.00 HR	0.00	86.00	0.00	137.60	825.60
Labor to reframe new side door way and close in existing.						
130. Stud wall - 2" x 4" x 8' - 16" oc	6.00 LF	0.00	23.17	3.23	28.44	170.69
131. STAIRS	1.00 EA	0.00	8,650.00	248.26	1,779.66	10,677.92

CONTINUED - Street Signs Bay 5*

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Stairs are to be at the far east side of bay for street signs, going from the ground floor up to the upper balcony. They are to meet all safety codes, and be metal painted bright yellow as is standard.						
132. Final cleaning - construction - Residential	614.83 SF	0.00	0.38	19.62	46.72	299.98
Totals: Street Signs Bay 5*				564.16	4,947.02	29,723.99



Mechanic Shop Bay 6*

Height: 20'

2,470.00 SF Walls	952.50 SF Ceiling
3,422.50 SF Walls & Ceiling	952.50 SF Floor
105.83 SY Flooring	123.50 LF Floor Perimeter
123.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
133. R&R Steel door frame - 3' opening	2.00 EA	26.96	408.65	47.04	183.64	1,101.90
134. R&R Door closer - Commercial grade	2.00 EA	21.57	144.88	16.30	69.84	419.04
135. R&R Lockset - keyed - Heavy duty - Commercial grade	2.00 EA	17.97	256.50	32.67	116.32	697.93
136. R&R Exterior door - fiberglass / wood w/detail - Premium grade	2.00 EA	30.80	1,457.61	188.47	633.06	3,798.35
137. Clean concrete the floor	952.50 SF	0.00	0.43	35.13	82.06	526.77
Clean greasy concrete prior to epoxy coating.						
138. Mask and prep for paint - tape only (per LF)	247.00 LF	0.00	0.72	0.86	35.74	214.44
139. Epoxy finish - two coats over concrete floor	952.50 SF	0.00	7.37	37.34	1,411.44	8,468.71
140. Floor preparation for Epoxy flooring	952.50 SF	0.00	1.08	13.34	208.40	1,250.44
141. Non-slip aluminum oxide finish	952.50 SF	0.00	1.02	8.67	196.06	1,176.28
142. Floor protection - cardboard and tape	952.50 SF	0.64	0.00	18.67	125.66	753.93
143. Seal the walls w/PVA primer - one coat	2,470.00 SF	0.00	0.70	10.37	347.88	2,087.25
144. Paint masonry	2,470.00 SF	0.00	0.97	57.06	490.60	2,943.56
145. Paint door or window opening - 2 coats (per side)	3.00 EA	0.00	38.17	1.33	23.16	139.00
146. STAIRS remove concrete treads and steel frame	1.00 EA	0.00	3,500.00	100.45	720.10	4,320.55

Stairs are in the way of roll up door full access and are to be removed. Also a section of Handrail is to be placed over the missing area of handrail.

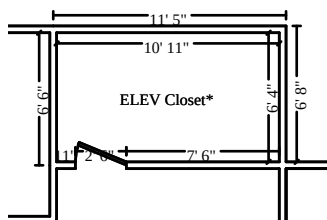


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CONTINUED - Mechanic Shop Bay 6*

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
147. R&R Handrail - Steel pipe - Floor mounted - 3 rail To fill area lift open, after stairs were removed.	4.00 LF	3.60	64.16	15.63	57.32	343.99
148. Final cleaning - construction - Residential	952.50 SF	0.00	0.38	30.41	72.40	464.76
Totals: Mechanic Shop Bay 6*				613.74	4,773.68	28,706.90



ELEV Closet*

Height: 8'

276.00 SF Walls	69.14 SF Ceiling
345.14 SF Walls & Ceiling	69.14 SF Floor
7.68 SY Flooring	34.50 LF Floor Perimeter
34.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
149. Mask and prep for paint - tape only (per LF)	34.50 LF	0.00	0.72	0.12	4.98	29.94
150. Seal the walls w/PVA primer - one coat	276.00 SF	0.00	0.70	1.16	38.88	233.24
151. Paint the walls - two coats	276.00 SF	0.00	1.19	5.99	66.88	401.31
152. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	38.17	0.44	7.72	46.33
153. Remove Vinyl tile	69.14 SF	1.63	0.00	0.00	22.54	135.24
154. R&R Steel door frame - 3' opening	2.00 EA	26.96	408.65	47.04	183.64	1,101.90
155. R&R Door closer - Commercial grade	2.00 EA	21.57	144.88	16.30	69.84	419.04
156. R&R Lockset - keyed - Heavy duty - Commercial grade	2.00 EA	17.97	256.50	32.67	116.32	697.93
157. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
158. R&R Exterior door - fiberglass / wood w/detail - Premium grade	1.00 EA	30.80	1,457.61	94.23	316.52	1,899.16
159. Clean concrete the floor Clean greasy concrete prior to epoxy coating.	69.14 SF	0.00	0.43	2.55	5.96	38.24
160. Epoxy finish - two coats over concrete floor	69.14 SF	0.00	7.37	2.71	102.46	614.73
161. Floor preparation for Epoxy flooring	69.14 SF	0.00	1.08	0.97	15.14	90.78
162. Non-slip aluminum oxide finish	69.14 SF	0.00	1.02	0.63	14.22	85.37

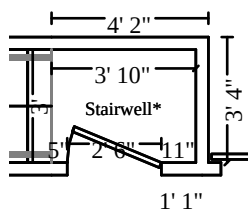


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CONTINUED - ELEV Closet*

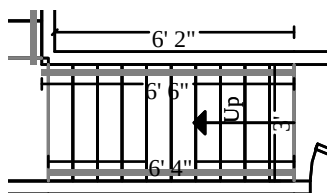
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
163. Remove Cove base molding - rubber or vinyl, 4" high	34.50 LF	0.43	0.00	0.00	2.96	17.80
164. Final cleaning - construction - Residential	69.14 SF	0.00	0.38	2.21	5.26	33.74
Totals: ELEV Closet*				208.47	991.92	5,956.34



Stairwell*

Height: 8'

85.33 SF Walls	11.50 SF Ceiling
96.83 SF Walls & Ceiling	11.50 SF Floor
1.28 SY Flooring	10.67 LF Floor Perimeter
10.67 LF Ceil. Perimeter	



Subroom: Stairs (2)

Height: 23' 7"

260.07 SF Walls	19.00 SF Ceiling
279.07 SF Walls & Ceiling	40.05 SF Floor
4.45 SY Flooring	17.68 LF Floor Perimeter
12.83 LF Ceil. Perimeter	

Missing Wall

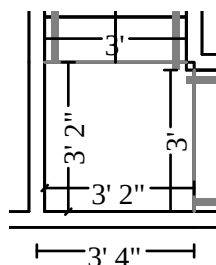
3' X 23' 7 3/16"

Opens into STAIRWELL2

Missing Wall

3' X 23' 7 3/16"

Opens into STAIRS1



Subroom: Stairs1 (3)

Height: 17'

107.67 SF Walls	10.01 SF Ceiling
117.68 SF Walls & Ceiling	10.03 SF Floor
1.11 SY Flooring	6.33 LF Floor Perimeter
6.33 LF Ceil. Perimeter	

Missing Wall

3' X 17'

Opens into STAIRS

Missing Wall

3' X 17'

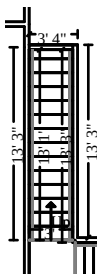
Opens into STAIRS2



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CONTINUED - Stairwell*



Subroom: Stairs2 (1)

Height: 17'

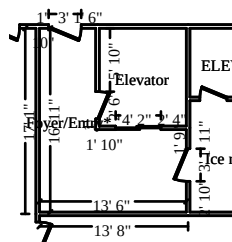
332.52 SF Walls	39.25 SF Ceiling
371.77 SF Walls & Ceiling	69.00 SF Floor
7.67 SY Flooring	31.07 LF Floor Perimeter
26.33 LF Ceil. Perimeter	

Missing Wall

3' X 17'

Opens into STAIRS1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
165. R&R False cap - riser & tread - no return	30.00 EA	7.19	72.21	24.72	481.34	2,888.06
166. Seal the walls w/PVA primer - one coat	785.58 SF	0.00	0.70	3.30	110.64	663.85
167. Paint the walls - two coats	785.58 SF	0.00	1.19	17.05	190.38	1,142.27
168. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
169. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
170. R&R Steel door frame - 3' opening	1.00 EA	26.96	408.65	23.52	91.84	550.97
171. R&R Door closer - Commercial grade	1.00 EA	21.57	144.88	8.15	34.94	209.54
172. R&R Lockset - keyed - Heavy duty - Commercial grade	1.00 EA	17.97	256.50	16.34	58.16	348.97
173. R&R Exterior door - fiberglass / wood w/detail - Premium grade	1.00 EA	30.80	1,457.61	94.23	316.52	1,899.16
174. Clean concrete the surface area	9.00 SF	0.00	0.43	0.33	0.78	4.98
Clean greasy concrete prior to epoxy coating.						
175. Epoxy finish - two coats over concrete floor	130.58 SF	0.00	7.37	5.12	193.50	1,160.99
176. Floor preparation for Epoxy flooring	130.58 SF	0.00	1.08	1.83	28.56	171.42
177. Non-slip aluminum oxide finish	9.00 SF	0.00	1.02	0.08	1.86	11.12
178. Final cleaning - construction - Residential	9.00 SF	0.00	0.38	0.29	0.68	4.39
Totals: Stairwell*				197.30	1,543.24	9,259.98

**Foyer/Entry***

Height: 8'

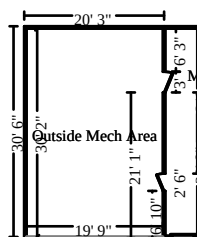
486.67 SF Walls	150.60 SF Ceiling
637.26 SF Walls & Ceiling	150.60 SF Floor
16.73 SY Flooring	60.83 LF Floor Perimeter
60.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
179. Remove Tile floor covering	150.60 SF	3.60	0.00	0.00	108.44	650.60
180. Additional labor to remove tile from concrete slab	150.60 SF	2.43	0.00	0.00	73.20	439.16
181. 1/2" Cement board	365.00 SF	0.00	5.73	48.55	428.02	2,568.02
182. Texture drywall - heavy hand texture	243.33 SF	0.00	1.68	3.92	82.54	495.25
183. Mask and prep for paint - tape only (per LF)	60.83 LF	0.00	0.72	0.21	8.80	52.81
184. Seal part of the walls w/PVA primer - one coat	243.33 SF	0.00	0.70	1.02	34.26	205.61
185. Paint the walls - two coats	486.67 SF	0.00	1.19	10.56	117.94	707.64
186. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
187. R&R Steel door frame - 3' opening	2.00 EA	26.96	408.65	47.04	183.64	1,101.90
188. R&R Door closer - Commercial grade	2.00 EA	21.57	144.88	16.30	69.84	419.04
189. R&R Lockset - keyed - Heavy duty - Commercial grade	2.00 EA	17.97	256.50	32.67	116.32	697.93
190. R&R Exterior door - fiberglass / wood w/detail - Premium grade	1.00 EA	30.80	1,457.61	94.23	316.52	1,899.16
191. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
192. Clean concrete the floor	150.60 SF	0.00	0.43	5.56	12.98	83.30
Clean greasy concrete prior to epoxy coating.						
193. Epoxy finish - two coats over concrete floor	150.60 SF	0.00	7.37	5.90	223.16	1,338.98
194. Floor preparation for Epoxy flooring	150.60 SF	0.00	1.08	2.11	32.96	197.72
195. Non-slip aluminum oxide finish	150.60 SF	0.00	1.02	1.37	31.00	185.98
196. Final cleaning - construction - Residential	150.60 SF	0.00	0.38	4.81	11.44	73.48
Totals: Foyer/Entry*				276.59	1,885.10	11,320.84



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Outside Mech Area

Height: 8'

642.00 SF Walls	595.79 SF Ceiling
1,237.79 SF Walls & Ceiling	595.79 SF Floor
66.20 SY Flooring	80.25 LF Floor Perimeter
80.25 LF Ceil. Perimeter	

Missing Wall

19' 9" X 8'

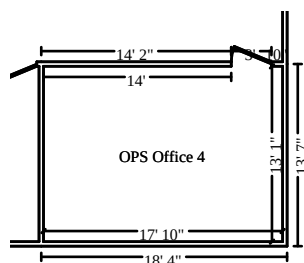
Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
197. R&R Concrete slab on grade - 6" - finished in place	595.79 SF	6.17	7.94	156.81	1,712.68	10,276.08
198. R&R Concrete slab reinforcement - #4 (1/2") - grid, 12" ea way	595.79 SF	2.98	4.18	79.24	869.02	5,214.11
199. BENDPAK HDSO-14AX 14,000-lb Four post lift 7 ton (not installed)	1.00 EA	0.00	19,163.25	1,341.43	4,100.94	24,605.62
200. Installation of BENDPAK HDSO-14AX 14,000-lb lift	32.00 HR	0.00	101.95	228.37	698.16	4,188.93
201. R&R Awning - Window/door - Canvas (retractable)	30.00 LF	1.31	448.79	304.67	2,761.54	16,569.21
Totals: Outside Mech Area				2,110.52	10,142.34	60,853.95

Total: 2BBuilt 1st Floor

5,762.96 37,615.00 225,977.99

2BBuilt 2nd Floor



OPS Office 4

Height: 8'

494.67 SF Walls	233.32 SF Ceiling
727.99 SF Walls & Ceiling	233.32 SF Floor
25.92 SY Flooring	61.83 LF Floor Perimeter
61.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
202. R&R Aluminum window, horiz. slider 24-32 sf (2 pane w/thermal)	2.00 EA	50.86	603.20	67.53	275.12	1,650.77
It is believed there will be damaged framing around these windows but as the extent is not known it will need to be opened and inspected to see if the windows can go in without further framing work. If more work is needed an estimate will be generated by Cotton GDS before work is started.						
203. Add on for impact resistant laminated glass	64.00 SF	0.00	13.26	59.40	181.60	1,089.64
204. Final cleaning - construction - Residential	233.32 SF	0.00	0.38	7.45	17.74	113.85
205. Mask and prep for paint - tape only (per LF)	61.83 LF	0.00	0.72	0.22	8.94	53.68

STPETE_PUBWKS-2BBUIL

4/4/2025

Page: 15

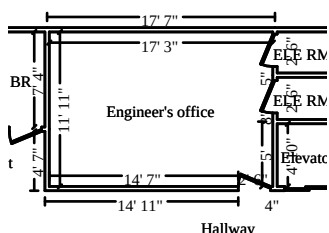


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CONTINUED - OPS Office 4

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
206. Seal part of the walls w/PVA primer - one coat	247.33 SF	0.00	0.70	1.04	34.82	208.99
207. Paint the walls - two coats	494.67 SF	0.00	1.19	10.73	119.88	719.27
208. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
209. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
Totals: OPS Office 4				148.71	672.14	4,040.46

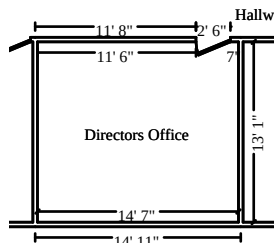


Engineer's office

Height: 8'

466.67 SF Walls	205.56 SF Ceiling
672.23 SF Walls & Ceiling	205.56 SF Floor
22.84 SY Flooring	58.33 LF Floor Perimeter
58.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
210. R&R Acoustic ceiling tile	205.56 SF	0.86	4.61	25.04	229.88	1,379.33
211. Baseboard - 3 1/4"	58.33 LF	0.00	4.56	8.49	54.90	329.37
212. Paint baseboard - two coats	58.33 LF	0.00	1.74	0.74	20.44	122.67
213. Vinyl plank flooring	205.56 SF	0.00	6.90	48.92	293.46	1,760.74
214. Base shoe	58.33 LF	0.00	1.88	3.14	22.56	135.36
215. Seal (1 coat) & paint (1 coat) baseboard w/cap &/or shoe	58.33 LF	0.00	2.14	1.23	25.20	151.26
216. Final cleaning - construction - Residential	205.56 SF	0.00	0.38	6.56	15.62	100.29
Totals: Engineer's office				94.12	662.06	3,979.02



Directors Office

Height: 8'

442.67 SF Walls	190.80 SF Ceiling
633.47 SF Walls & Ceiling	190.80 SF Floor
21.20 SY Flooring	55.33 LF Floor Perimeter
55.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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Cotton Commercial

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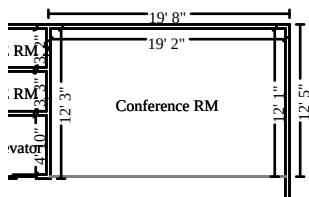
CONTINUED - Directors Office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
217. Carpenter - General Framer - per hour	8.00 HR	0.00	86.00	0.00	137.60	825.60
Labor to reframe new door way location and close in existing.						
218. R&R Aluminum window, horiz. slider 24-32 sf (2 pane w/thermal)	3.00 EA	50.86	603.20	101.29	412.70	2,476.17
219. Add on for impact resistant laminated glass	96.00 SF	0.00	13.26	89.11	272.42	1,634.49
220. Stud wall - 2" x 4" x 8' - 16" oc	6.00 LF	0.00	23.17	3.23	28.44	170.69
221. R&R Interior door - birch - pre-hung unit	1.00 EA	26.96	369.74	20.68	83.48	500.86
222. 1/2" Cement board	221.33 SF	0.00	5.73	29.44	259.52	1,557.18
223. Texture drywall - heavy hand texture	221.33 SF	0.00	1.68	3.56	75.08	450.47
224. Mask and prep for paint - tape only (per LF)	55.33 LF	0.00	0.72	0.19	8.00	48.03
225. Seal part of the walls w/PVA primer - one coat	221.33 SF	0.00	0.70	0.93	31.16	187.02
226. Paint the walls - two coats	442.67 SF	0.00	1.19	9.61	107.28	643.67
227. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
228. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
229. Door knob - interior	1.00 EA	0.00	45.84	1.59	9.48	56.91
230. Baseboard - 3 1/4"	55.33 LF	0.00	4.56	8.06	52.08	312.44
231. Paint baseboard - two coats	55.33 LF	0.00	1.74	0.70	19.40	116.37
232. Vinyl plank flooring	190.80 SF	0.00	6.90	45.41	272.38	1,634.31
233. Base shoe	55.33 LF	0.00	1.88	2.98	21.40	128.40
234. Seal (1 coat) & paint (1 coat) baseboard w/cap &/or shoe	55.33 LF	0.00	2.14	1.16	23.92	143.49
235. Final cleaning - construction - Residential	190.80 SF	0.00	0.38	6.10	14.50	93.10
Totals: Directors Office				326.38	1,862.88	11,183.46



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Conference RM

Height: 8'

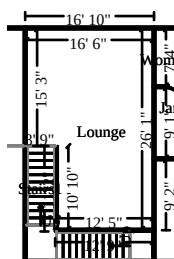
348.00 SF Walls	231.60 SF Ceiling
579.60 SF Walls & Ceiling	231.60 SF Floor
25.73 SY Flooring	43.50 LF Floor Perimeter
43.50 LF Ceil. Perimeter	

Missing Wall

19' 2" X 8'

Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
236. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
237. R&R Exterior door - fiberglass / wood w/detail - Premium grade	1.00 EA	30.80	1,457.61	94.23	316.52	1,899.16
238. R&R Steel door frame - 3' opening	1.00 EA	26.96	408.65	23.52	91.84	550.97
239. R&R Door closer - Commercial grade	1.00 EA	21.57	144.88	8.15	34.94	209.54
240. R&R Lockset - keyed - Heavy duty - Commercial grade	1.00 EA	17.97	256.50	16.34	58.16	348.97
241. Final cleaning - construction - Residential	231.60 SF	0.00	0.38	7.39	17.60	113.00
Totals: Conference RM				151.08	537.66	3,233.23



Lounge

Height: 8'

648.67 SF Walls	386.14 SF Ceiling
1,034.81 SF Walls & Ceiling	386.14 SF Floor
42.90 SY Flooring	81.08 LF Floor Perimeter
81.08 LF Ceil. Perimeter	

Missing Wall

3' 9" X 8'

Opens into STAIRS7

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
242. R&R Acoustic ceiling tile	386.14 SF	0.86	4.61	47.03	431.84	2,591.06
243. R&R Interior door - birch - pre-hung unit	1.00 EA	26.96	369.74	20.68	83.48	500.86
244. 1/2" Cement board	324.33 SF	0.00	5.73	43.14	380.30	2,281.85
245. Texture drywall - heavy hand texture	324.33 SF	0.00	1.68	5.22	110.02	660.11
246. Mask and prep for paint - tape only (per LF)	81.08 LF	0.00	0.72	0.28	11.74	70.40
247. Seal part of the walls w/PVA primer - one coat	324.33 SF	0.00	0.70	1.36	45.68	274.07

STPETE_PUBWKS-2BBUIL

4/4/2025

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CONTINUED - Lounge

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
248. Paint the walls - two coats	648.67 SF	0.00	1.19	14.08	157.20	943.20
249. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
250. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
251. Door knob - interior	1.00 EA	0.00	45.84	1.59	9.48	56.91
252. Baseboard - 3 1/4"	81.08 LF	0.00	4.56	11.81	76.30	457.83
253. Paint baseboard - two coats	81.08 LF	0.00	1.74	1.02	28.42	170.52
254. Final cleaning - construction - Residential	386.14 SF	0.00	0.38	12.32	29.34	188.39
Totals: Lounge				160.87	1,397.84	8,399.46
Total: 2Bbuilt 2nd Floor				881.16	5,132.58	30,835.63
Total: Public works				6,644.12	42,747.58	256,813.62

Exterior

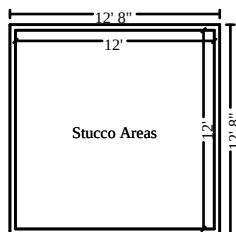
Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
255. R&R Exterior door - metal - insulated - flush or panel style	6.00 EA	30.80	506.61	165.98	678.10	4,068.54
256. R&R Steel door frame - 3' opening	6.00 EA	26.96	408.65	141.12	550.96	3,305.74
257. R&R Door lite insert - full lite	1.00 EA	26.96	378.46	18.69	84.84	508.95
258. R&R Door lockset & deadbolt - exterior	6.00 EA	21.57	96.06	27.39	146.64	879.81
259. Paint door slab only - 2 coats (per side)	16.00 EA	0.00	45.77	11.60	148.78	892.70
260. Paint door or window opening - 2 coats (per side)	16.00 EA	0.00	38.23	7.11	123.76	742.55
261. Paint door or window opening - Large - 2 coats (per side)	1.00 EA	0.00	44.98	0.52	9.10	54.60
262. R&R Exterior door - double - metal - insul. - flush or panel	1.00 EA	30.80	721.12	34.45	157.28	943.65
263. R&R Roll-up door & hardware - 10' x 12' - 26 gauge	6.00 EA	44.56	2,612.71	806.40	3,350.02	20,100.04
264. R&R Roll-up door & hardware - 14' x 12' - 26 gauge	1.00 EA	51.34	3,113.28	160.42	665.00	3,990.04
Total: Exterior				1,373.68	5,914.48	35,486.62



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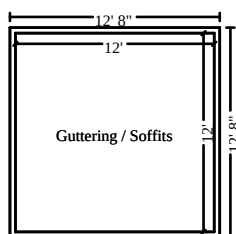


Stucco Areas

Height: 8'

384.00 SF Walls	144.00 SF Ceiling
528.00 SF Walls & Ceiling	144.00 SF Floor
16.00 SY Flooring	48.00 LF Floor Perimeter
48.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
265. R&R Stucco - natural gray - troweled	1,000.00 SF	1.08	8.25	93.80	1,884.76	11,308.56
Totals: Stucco Areas				93.80	1,884.76	11,308.56



Guttering / Soffits

Height: 8'

384.00 SF Walls	144.00 SF Ceiling
528.00 SF Walls & Ceiling	144.00 SF Floor
16.00 SY Flooring	48.00 LF Floor Perimeter
48.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
266. R&R Gutter / downspout - aluminum - 7" to 8"	525.00 LF	0.72	18.51	546.47	2,128.46	12,770.68
267. R&R Soffit - metal	660.00 SF	0.43	6.97	183.41	1,013.48	6,080.89
Totals: Guttering / Soffits				729.88	3,141.94	18,851.57
Total: Exterior				2,197.36	10,941.18	65,646.75

Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
268. Temporary toilet - Minimum rental charge	2.00 EA	0.00	120.00	0.00	48.00	288.00
269. Temporary hand washing station - Minimum rental charge	2.00 EA	0.00	160.00	0.00	64.00	384.00
270. Dumpster load - Approx. 20 yards, 4 tons of debris	8.00 EA	765.00	0.00	0.00	1,224.00	7,344.00
Totals: Equipment				0.00	1,336.00	8,016.00



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General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
271. Commercial Supervision / Project Management - per week	8.00 WK	0.00	2,250.00	0.00	3,600.00	21,600.00
272. General Laborer - per hour	80.00 HR	0.00	60.00	0.00	960.00	5,760.00
1 worker 2 Hours a day for 40 days, for continuous daily site maintenance and clean up, and material handling.						
Totals: General Conditions				0.00	4,560.00	27,360.00
Line Item Totals: STPETE_PUBWKS-2BBUIL				8,841.48	59,584.76	357,836.37

Grand Total Areas:

18,111.58 SF Walls	8,369.04 SF Ceiling	26,480.62 SF Walls and Ceiling
8,573.86 SF Floor	952.65 SY Flooring	1,967.62 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,955.83 LF Ceil. Perimeter
8,573.86 Floor Area	8,826.03 Total Area	14,505.78 Interior Wall Area
6,900.17 Exterior Wall Area	761.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary

Line Item Total	289,410.13
Material Sales Tax	8,509.48
Cleaning Mat Tax	3.00
Subtotal	297,922.61
Overhead	29,792.38
Profit	29,792.38
Total Cleaning Tax	329.00
Replacement Cost Value	\$357,836.37
Net Claim	\$357,836.37

Dan Bickford



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mat Tax (7%)	Total Cleaning Tax (7%)	Laundrying Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7%)
Line Items	29,792.38	29,792.38	8,509.48	3.00	329.00	0.00	0.00	0.00
Total	29,792.38	29,792.38	8,509.48	3.00	329.00	0.00	0.00	0.00



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Recap by Room

Estimate: STPETE_PUBWKS-2BBUIL

Area: Public works

Area: 2BBuilt 1st Floor

Ice machine*	6,081.94	2.10%
SS Office*	7,793.45	2.69%
Storage RM Bay 1*	12,857.23	4.44%
Storm water bay 2*	11,664.69	4.03%
Beaches Bay 3*	15,379.52	5.31%
Facility Bay 4*	5,080.74	1.76%
Facility Office*	6,174.54	2.13%
Street Signs Bay 5*	24,212.81	8.37%
Mechanic Shop Bay 6*	23,319.48	8.06%
ELEV Closet*	4,755.95	1.64%
Stairwell*	7,519.44	2.60%
Foyer/Entry*	9,159.15	3.16%
Outside Mech Area	48,601.09	16.79%

Area Subtotal: 2BBuilt 1st Floor	182,600.03	63.09%
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Area: 2Bbuilt 2nd Floor

OPS Office 4	3,219.61	1.11%
Engineer's office	3,222.84	1.11%
Directors Office	8,994.20	3.11%
Conference RM	2,544.49	0.88%
Lounge	6,840.75	2.36%

Area Subtotal: 2Bbuilt 2nd Floor	24,821.89	8.58%
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Area Subtotal: Public works	207,421.92	71.67%
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Area: Exterior

Stucco Areas	28,198.46	9.74%
Guttering / Soffits	9,330.00	3.22%
	14,979.75	5.18%

Area Subtotal: Exterior	52,508.21	18.14%
Equipment	6,680.00	2.31%
General Conditions	22,800.00	7.88%

Subtotal of Areas	289,410.13	100.00%
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Total	289,410.13	100.00%
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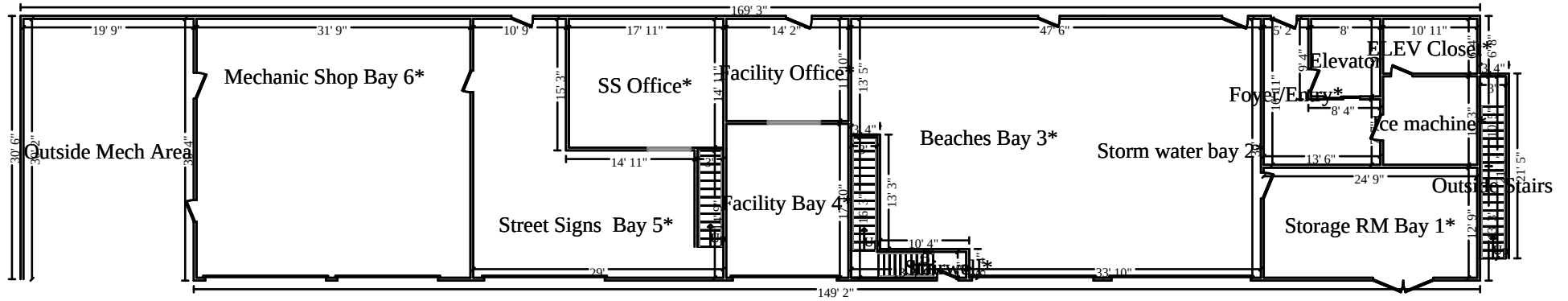
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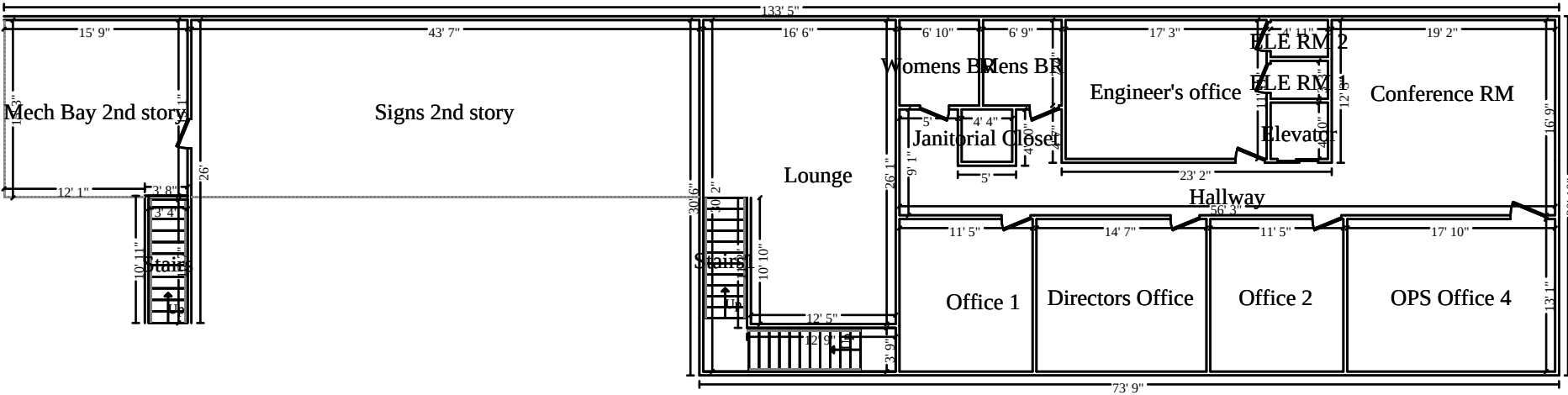
Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	2,727.74	0.76%
AWNINGS & PATIO COVERS	13,463.70	3.76%
CLEANING	3,913.57	1.09%
CONCRETE & ASPHALT	42,674.15	11.93%
GENERAL DEMOLITION	18,669.28	5.22%
DOORS	55,856.53	15.61%
DRYWALL	8,434.89	2.36%
FLOOR COVERING - VINYL	7,111.44	1.99%
FINISH CARPENTRY / TRIMWORK	1,101.68	0.31%
FINISH HARDWARE	7,491.50	2.09%
FRAMING & ROUGH CARPENTRY	2,001.59	0.56%
LABOR ONLY	22,800.00	6.37%
METAL STRUCTURES & COMPONENTS	256.64	0.07%
PAINTING	23,275.35	6.50%
SOFFIT, FASCIA, & GUTTER	14,317.95	4.00%
STAIRS	14,316.30	4.00%
STUCCO & EXTERIOR PLASTER	8,250.00	2.31%
TILE	14,624.57	4.09%
TEMPORARY REPAIRS	560.00	0.16%
USER DEFINED ITEMS	22,425.65	6.27%
WINDOWS - ALUMINUM	5,137.60	1.44%
O&P Items Subtotal	289,410.13	80.88%
Material Sales Tax	8,509.48	2.38%
Cleaning Mat Tax	3.00	0.00%
Overhead	29,792.38	8.33%
Profit	29,792.38	8.33%
Total Cleaning Tax	329.00	0.09%
Total	357,836.37	100.00%

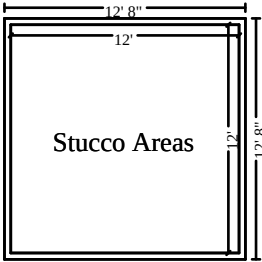
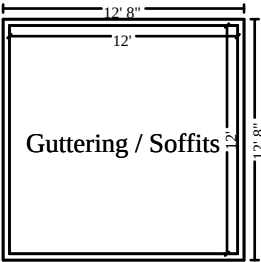
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2BBuilt 1st Floor



2Bbuilt 2nd Floor





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Client: CITY OF ST PETE BEACH_574107
Property: 7701 BOCA CIEGA DR
ST PETE BEACH, FL 33706

Operator: DAN.B2

Estimator: Dan Bickford

Type of Estimate:

Date Entered: 12/17/2024

Date Assigned:

Price List: FLSP8X_NOV24

Labor Efficiency: Restoration/Service/Remodel

Estimate: STPETE_PUBWKS-2FLOOR

Thank you for allowing Cotton Global Disaster Solutions the opportunity to provide the following detailed line item estimate for the loss to the property located at the address above.

Please note that assessment of damages are based on initial inspection and this estimate may change if additional damages are discovered while performing the listed scope items. If any additional repairs are required, a written supplemental change order will be provided, for approval, prior to any additional repairs being made. It is assumed that reasonable measures will be made to accommodate our staff to complete repairs in an efficient manner. Upon approval, Cotton is prepared to mobilize and begin the rebuild process. Please review this estimate at your convenience and do not hesitate to contact the Cotton Team with any questions.

Sincerely,

Dan Bickford
National Project Coordinator
Cotton Global Disaster Solutions
Cell: 281-505-8925
Email: dan.bickford@cottonteam.com



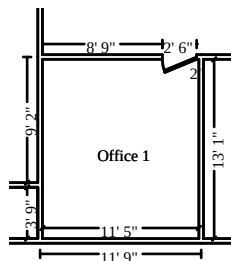
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STPETE_PUBWKS-2FLOOR

Public works

2Bbuilt 2nd Floor

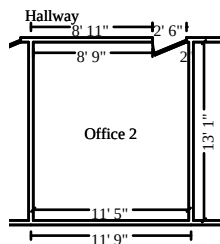


Office 1

Height: 8'

392.00 SF Walls	149.37 SF Ceiling
541.37 SF Walls & Ceiling	149.37 SF Floor
16.60 SY Flooring	49.00 LF Floor Perimeter
49.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. R&R Vinyl plank flooring	149.37 SF	1.68	8.24	49.56	306.26	1,837.57
2. R&R Cove base molding - rubber or vinyl, 4" high	49.00 LF	0.43	2.57	5.01	30.40	182.41
3. R&R Vinyl - metal transition strip	49.00 LF	1.09	3.45	5.39	45.58	273.43
Totals: Office 1				59.96	382.24	2,293.41



Office 2

Height: 8'

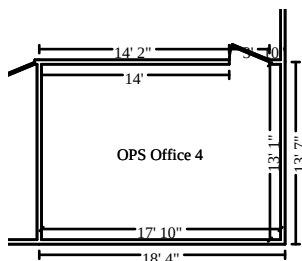
392.00 SF Walls	149.37 SF Ceiling
541.37 SF Walls & Ceiling	149.37 SF Floor
16.60 SY Flooring	49.00 LF Floor Perimeter
49.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
4. R&R Vinyl plank flooring	149.37 SF	1.68	8.24	49.56	306.26	1,837.57
5. R&R Cove base molding - rubber or vinyl, 4" high	49.00 LF	0.43	2.57	5.01	30.40	182.41
6. R&R Vinyl - metal transition strip	49.00 LF	1.09	3.45	5.39	45.58	273.43
Totals: Office 2				59.96	382.24	2,293.41



Cotton Commercial

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OPS Office 4

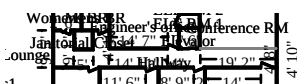
Height: 8'

494.67 SF Walls	233.32 SF Ceiling
727.99 SF Walls & Ceiling	233.32 SF Floor
25.92 SY Flooring	61.83 LF Floor Perimeter
61.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
7. R&R Vinyl plank flooring	233.32 SF	1.68	8.24	77.42	478.40	2,870.36
8. R&R Cove base molding - rubber or vinyl, 4" high	61.83 LF	0.43	2.57	6.32	38.36	230.17
9. R&R Vinyl - metal transition strip	61.83 LF	1.09	3.45	6.79	57.50	344.99
Totals: OPS Office 4				90.53	574.26	3,445.52

Hallway

Height: 8'



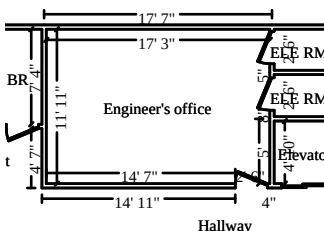
970.67 SF Walls	295.94 SF Ceiling
1,266.60 SF Walls & Ceiling	295.94 SF Floor
32.88 SY Flooring	121.33 LF Floor Perimeter
121.33 LF Ceil. Perimeter	

Missing Wall

19' 2" X 8'

Opens into CONFERENCE_2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
10. R&R Vinyl plank flooring	295.94 SF	1.68	8.24	98.19	606.80	3,640.72
11. R&R Cove base molding - rubber or vinyl, 4" high	121.33 LF	0.43	2.57	12.40	75.28	451.67
12. R&R Vinyl - metal transition strip	121.33 LF	1.09	3.45	13.33	112.84	677.01
Totals: Hallway				123.92	794.92	4,769.40



Engineer's office

Height: 8'

466.67 SF Walls	205.56 SF Ceiling
672.23 SF Walls & Ceiling	205.56 SF Floor
22.84 SY Flooring	58.33 LF Floor Perimeter
58.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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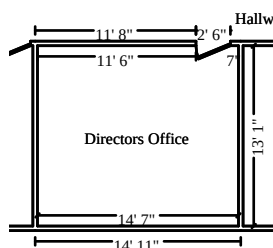


Cotton Commercial

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Florida GC License CGC1534674

CONTINUED - Engineer's office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
13. R&R Vinyl plank flooring	205.56 SF	1.68	8.24	68.20	421.46	2,528.81
14. R&R Cove base molding - rubber or vinyl, 4" high	58.33 LF	0.43	2.57	5.96	36.20	217.15
15. R&R Vinyl - metal transition strip	58.33 LF	1.09	3.45	6.41	54.24	325.47
Totals: Engineer's office				80.57	511.90	3,071.43

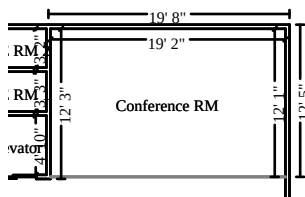


Directors Office

Height: 8'

442.67 SF Walls	190.80 SF Ceiling
633.47 SF Walls & Ceiling	190.80 SF Floor
21.20 SY Flooring	55.33 LF Floor Perimeter
55.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
16. R&R Vinyl plank flooring	190.80 SF	1.68	8.24	63.31	391.20	2,347.24
17. R&R Cove base molding - rubber or vinyl, 4" high	55.33 LF	0.43	2.57	5.65	34.34	205.98
18. R&R Vinyl - metal transition strip	55.33 LF	1.09	3.45	6.08	51.46	308.74
Totals: Directors Office				75.04	477.00	2,861.96



Conference RM

Height: 8'

348.00 SF Walls	231.60 SF Ceiling
579.60 SF Walls & Ceiling	231.60 SF Floor
25.73 SY Flooring	43.50 LF Floor Perimeter
43.50 LF Ceil. Perimeter	

Missing Wall

19' 2" X 8'

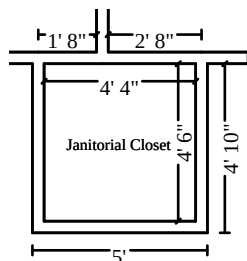
Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
19. R&R Vinyl plank flooring	231.60 SF	1.68	8.24	76.84	474.86	2,849.17
20. R&R Cove base molding - rubber or vinyl, 4" high	43.50 LF	0.43	2.57	4.45	27.00	161.96
21. R&R Vinyl - metal transition strip	43.50 LF	1.09	3.45	4.78	40.46	242.74
Totals: Conference RM				86.07	542.32	3,253.87



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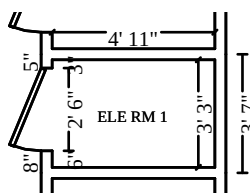


Janitorial Closet

Height: 8'

141.33 SF Walls	19.50 SF Ceiling
160.83 SF Walls & Ceiling	19.50 SF Floor
2.17 SY Flooring	17.67 LF Floor Perimeter
17.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
22. R&R Vinyl plank flooring	19.50 SF	1.68	8.24	6.47	40.00	239.91
23. R&R Cove base molding - rubber or vinyl, 4" high	17.67 LF	0.43	2.57	1.81	10.96	65.78
24. R&R Vinyl - metal transition strip	17.67 LF	1.09	3.45	1.94	16.44	98.60
Totals: Janitorial Closet				10.22	67.40	404.29

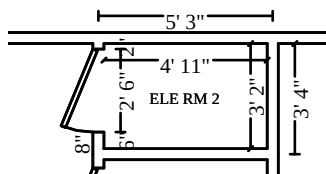


ELE RM 1

Height: 8'

130.67 SF Walls	15.98 SF Ceiling
146.65 SF Walls & Ceiling	15.98 SF Floor
1.78 SY Flooring	16.33 LF Floor Perimeter
16.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
25. R&R Vinyl plank flooring	15.98 SF	1.68	8.24	5.30	32.78	196.61
26. R&R Cove base molding - rubber or vinyl, 4" high	16.33 LF	0.43	2.57	1.67	10.14	60.80
27. R&R Vinyl - metal transition strip	16.33 LF	1.09	3.45	1.79	15.18	91.11
Totals: ELE RM 1				8.76	58.10	348.52



ELE RM 2

Height: 8'

129.33 SF Walls	15.57 SF Ceiling
144.90 SF Walls & Ceiling	15.57 SF Floor
1.73 SY Flooring	16.17 LF Floor Perimeter
16.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
28. R&R Vinyl plank flooring	15.57 SF	1.68	8.24	5.17	31.94	191.57

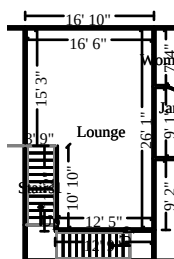


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CONTINUED - ELE RM 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
29. R&R Cove base molding - rubber or vinyl, 4" high	16.17 LF	0.43	2.57	1.65	10.06	60.22
30. R&R Vinyl - metal transition strip	16.17 LF	1.09	3.45	1.78	15.04	90.24
Totals: ELE RM 2				8.60	57.04	342.03



Lounge

Height: 8'

648.67 SF Walls	386.14 SF Ceiling
1,034.81 SF Walls & Ceiling	386.14 SF Floor
42.90 SY Flooring	81.08 LF Floor Perimeter
81.08 LF Ceil. Perimeter	

Missing Wall

3' 9" X 8'

Opens into STAIRS1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
31. R&R Vinyl plank flooring	386.14 SF	1.68	8.24	128.12	791.72	4,750.35
32. R&R Cove base molding - rubber or vinyl, 4" high	81.08 LF	0.43	2.57	8.29	50.32	301.85
33. R&R Vinyl - metal transition strip	81.08 LF	1.09	3.45	8.91	75.40	452.42
Totals: Lounge				145.32	917.44	5,504.62

Total: 2Bbuilt 2nd Floor **748.95 4,764.86 28,588.46**

Total: Public works **748.95 4,764.86 28,588.46**

Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
34. Temporary toilet - Minimum rental charge	1.00 EA	0.00	120.00	0.00	24.00	144.00
35. Temporary hand washing station - Minimum rental charge	1.00 EA	0.00	160.00	0.00	32.00	192.00
Totals: Equipment				0.00	56.00	336.00

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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CONTINUED - General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
36. Commercial Supervision / Project Management - per week	1.00 WK	0.00	2,250.00	0.00	450.00	2,700.00
37. General Laborer - per hour	14.00 HR	0.00	60.00	0.00	168.00	1,008.00
1 worker 2 Hours a day for 7 days, for continuous daily site maintenance and clean up, and material handling.						
Totals: General Conditions				0.00	618.00	3,708.00
Line Item Totals: STPETE_PUBWKS-2FLOOR				748.95	5,438.86	32,632.46

Grand Total Areas:

7,129.18 SF Walls	3,059.76 SF Ceiling	10,188.95 SF Walls and Ceiling
3,147.05 SF Floor	349.67 SY Flooring	846.87 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	834.42 LF Ceil. Perimeter
3,147.05 Floor Area	3,246.76 Total Area	5,786.67 Interior Wall Area
2,059.92 Exterior Wall Area	291.92 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary

Line Item Total	26,444.65
Material Sales Tax	748.95
Subtotal	27,193.60
Overhead	2,719.43
Profit	2,719.43
Replacement Cost Value	\$32,632.46
Net Claim	\$32,632.46

Dan Bickford



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mat Tax (7%)	Total Cleaning Tax (7%)	Laundrying Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7%)
Line Items	2,719.43	2,719.43	748.95	0.00	0.00	0.00	0.00	0.00
Total	2,719.43	2,719.43	748.95	0.00	0.00	0.00	0.00	0.00



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Recap by Room

Estimate: STPETE_PUBWKS-2FLOOR

Area: Public works

Area: 2Bbuilt 2nd Floor

Office 1	1,851.21	7.00%
Office 2	1,851.21	7.00%
OPS Office 4	2,780.73	10.52%
Hallway	3,850.56	14.56%
Engineer's office	2,478.96	9.37%
Directors Office	2,309.92	8.73%
Conference RM	2,625.48	9.93%
Janitorial Closet	326.67	1.24%
ELE RM 1	281.66	1.07%
ELE RM 2	276.39	1.05%
Lounge	4,441.86	16.80%
Area Subtotal: 2Bbuilt 2nd Floor	23,074.65	87.26%
Area Subtotal: Public works	23,074.65	87.26%
Equipment	280.00	1.06%
General Conditions	3,090.00	11.68%
Subtotal of Areas	26,444.65	100.00%
Total	26,444.65	100.00%



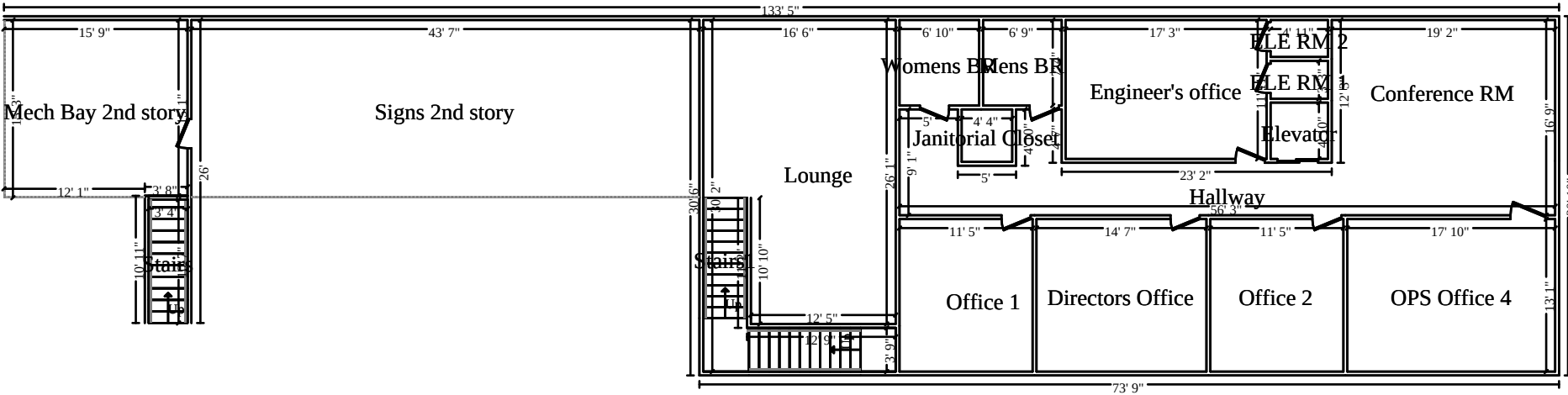
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Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	4,046.25	12.40%
FLOOR COVERING - VINYL	19,028.40	58.31%
LABOR ONLY	3,090.00	9.47%
TEMPORARY REPAIRS	280.00	0.86%
O&P Items Subtotal	26,444.65	81.04%
Material Sales Tax	748.95	2.30%
Overhead	2,719.43	8.33%
Profit	2,719.43	8.33%
Total	32,632.46	100.00%

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2Bbuilt 2nd Floor



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Client: CITY OF ST PETE BEACH_574107
Property: 7701 BOCA CIEGA DR
ST PETE BEACH, FL 33706

Operator: DAN.B2

Estimator: Dan Bickford

Type of Estimate:

Date Entered: 12/17/2024

Date Assigned:

Price List: FLSP8X_NOV24

Labor Efficiency: Restoration/Service/Remodel

Estimate: STPETE_PUBWKS-PNT2ND

Thank you for allowing Cotton Global Disaster Solutions the opportunity to provide the following detailed line item estimate for the loss to the property located at the address above.

Please note that assessment of damages are based on initial inspection and this estimate may change if additional damages are discovered while performing the listed scope items. If any additional repairs are required, a written supplemental change order will be provided, for approval, prior to any additional repairs being made. It is assumed that reasonable measures will be made to accommodate our staff to complete repairs in an efficient manner. Upon approval, Cotton is prepared to mobilize and begin the rebuild process. Please review this estimate at your convenience and do not hesitate to contact the Cotton Team with any questions.

Sincerely,

Dan Bickford
National Project Coordinator
Cotton Global Disaster Solutions
Cell: 281-505-8925
Email: dan.bickford@cottonteam.com



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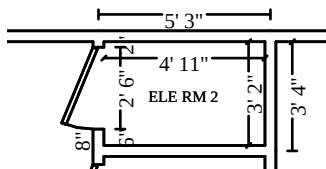
STPETE_PUBWKS-PNT2ND

Public works

2Bbuilt 2nd Floor

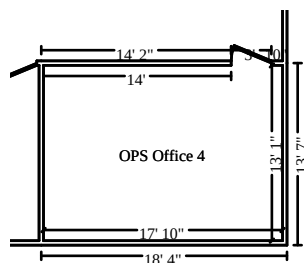
ELE RM 2

Height: 8'



129.33 SF Walls	15.57 SF Ceiling
144.90 SF Walls & Ceiling	15.57 SF Floor
1.73 SY Flooring	16.17 LF Floor Perimeter
16.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Protect - Cover with plastic	15.57 SF	0.00	0.41	0.14	1.30	7.82
2. Floor protection - heavy paper and tape	15.57 SF	0.00	0.52	0.08	1.64	9.82
3. Mask and prep for paint - tape only (per LF)	16.17 LF	0.00	0.72	0.06	2.34	14.04
4. Seal the walls w/PVA primer - one coat	129.33 SF	0.00	0.70	0.54	18.20	109.27
5. Paint the walls - two coats	129.33 SF	0.00	1.19	2.81	31.34	188.05
6. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
7. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
8. Final cleaning - construction - Residential	15.57 SF	0.00	0.38	0.49	1.18	7.59
Totals: ELE RM 2				6.46	90.04	540.85



OPS Office 4

Height: 8'

494.67 SF Walls	233.32 SF Ceiling
727.99 SF Walls & Ceiling	233.32 SF Floor
25.92 SY Flooring	61.83 LF Floor Perimeter
61.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
9. Protect - Cover with plastic	233.32 SF	0.00	0.41	2.12	19.56	117.34
10. Floor protection - heavy paper and tape	233.32 SF	0.00	0.52	1.14	24.48	146.95
11. Mask and prep for paint - tape only (per LF)	61.83 LF	0.00	0.72	0.22	8.94	53.68

CONTINUED - OPS Office 4

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
12. Seal the walls w/PVA primer - one coat	494.67 SF	0.00	0.70	2.08	69.68	418.03
13. Paint the walls - two coats	494.67 SF	0.00	1.19	10.73	119.88	719.27
14. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
15. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
16. Final cleaning - construction - Residential	233.32 SF	0.00	0.38	7.45	17.74	113.85
Totals: OPS Office 4				26.08	294.32	1,773.38

Hallway

Height: 8'

Women's Rest Room 5' 0" x 7' 0"
 Janitor's Closet 7' 0" x 7' 0"
 Lounge 11' 6" x 19' 2"
 Engineer's Office 11' 6" x 19' 2"
 Conference Room 11' 6" x 19' 2"
 Hallway 11' 6" x 19' 2"
 27' 8" x 4' 10"

970.67 SF Walls	295.94 SF Ceiling
1,266.60 SF Walls & Ceiling	295.94 SF Floor
32.88 SY Flooring	121.33 LF Floor Perimeter
121.33 LF Ceil. Perimeter	

Missing Wall

19' 2" X 8'

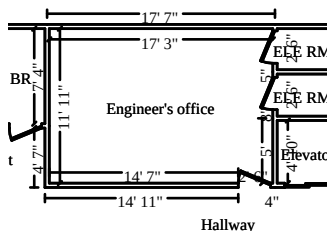
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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
17. Protect - Cover with plastic	295.94 SF	0.00	0.41	2.69	24.80	148.83
18. Floor protection - heavy paper and tape	295.94 SF	0.00	0.52	1.45	31.08	186.42
19. Mask and prep for paint - tape only (per LF)	121.33 LF	0.00	0.72	0.42	17.56	105.34
20. Seal the walls w/PVA primer - one coat	970.67 SF	0.00	0.70	4.08	136.72	820.27
21. Paint the walls - two coats	970.67 SF	0.00	1.19	21.06	235.24	1,411.40
22. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
23. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
24. Final cleaning - construction - Residential	295.94 SF	0.00	0.38	9.44	22.50	144.40
Totals: Hallway				41.48	501.94	3,020.92



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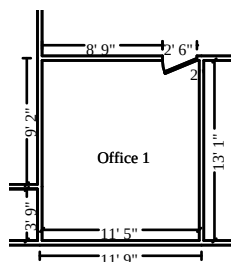
Engineer's office

Height: 8'

466.67 SF Walls	205.56 SF Ceiling
672.23 SF Walls & Ceiling	205.56 SF Floor
22.84 SY Flooring	58.33 LF Floor Perimeter
58.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
25. Protect - Cover with plastic	205.56 SF	0.00	0.41	1.87	17.24	103.39
26. Floor protection - heavy paper and tape	205.56 SF	0.00	0.52	1.01	21.58	129.48
27. Mask and prep for paint - tape only (per LF)	58.33 LF	0.00	0.72	0.20	8.44	50.64
28. Seal the walls w/PVA primer - one coat	466.67 SF	0.00	0.70	1.96	65.74	394.37
29. Paint the walls - two coats	466.67 SF	0.00	1.19	10.13	113.08	678.55
30. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
31. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
32. Final cleaning - construction - Residential	205.56 SF	0.00	0.38	6.56	15.62	100.29

Totals: Engineer's office 24.07 275.74 1,660.98



Office 1

Height: 8'

392.00 SF Walls	149.37 SF Ceiling
541.37 SF Walls & Ceiling	149.37 SF Floor
16.60 SY Flooring	49.00 LF Floor Perimeter
49.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
33. Protect - Cover with plastic	149.37 SF	0.00	0.41	1.36	12.52	75.12
34. Floor protection - heavy paper and tape	149.37 SF	0.00	0.52	0.73	15.68	94.08
35. Mask and prep for paint - tape only (per LF)	49.00 LF	0.00	0.72	0.17	7.10	42.55
36. Seal the walls w/PVA primer - one coat	392.00 SF	0.00	0.70	1.65	55.22	331.27
37. Paint the walls - two coats	392.00 SF	0.00	1.19	8.51	95.00	569.99
38. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67

STPETE_PUBWKS-PNT2ND

4/4/2025

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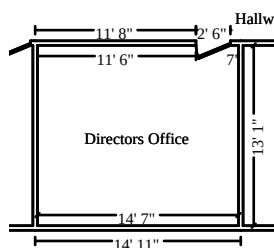


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CONTINUED - Office 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
39. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
40. Final cleaning - construction - Residential	149.37 SF	0.00	0.38	4.76	11.36	72.88
Totals: Office 1				19.52	230.92	1,390.15

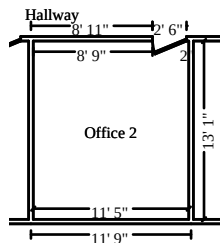


Directors Office

Height: 8'

442.67 SF Walls	190.80 SF Ceiling
633.47 SF Walls & Ceiling	190.80 SF Floor
21.20 SY Flooring	55.33 LF Floor Perimeter
55.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
41. Protect - Cover with plastic	190.80 SF	0.00	0.41	1.74	15.98	95.95
42. Floor protection - heavy paper and tape	190.80 SF	0.00	0.52	0.94	20.02	120.18
43. Mask and prep for paint - tape only (per LF)	55.33 LF	0.00	0.72	0.19	8.00	48.03
44. Seal the walls w/PVA primer - one coat	442.67 SF	0.00	0.70	1.86	62.36	374.09
45. Paint the walls - two coats	442.67 SF	0.00	1.19	9.61	107.28	643.67
46. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
47. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
48. Final cleaning - construction - Residential	190.80 SF	0.00	0.38	6.10	14.50	93.10
Totals: Directors Office				22.78	262.18	1,579.28



Office 2

Height: 8'

392.00 SF Walls	149.37 SF Ceiling
541.37 SF Walls & Ceiling	149.37 SF Floor
16.60 SY Flooring	49.00 LF Floor Perimeter
49.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
STPETE_PUBWKS-PNT2ND					4/4/2025	Page: 5

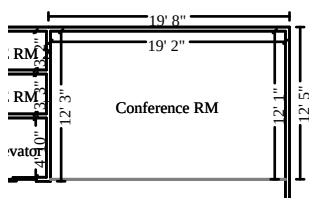


Cotton Commercial

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CONTINUED - Office 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
49. Protect - Cover with plastic	149.37 SF	0.00	0.41	1.36	12.52	75.12
50. Floor protection - heavy paper and tape	149.37 SF	0.00	0.52	0.73	15.68	94.08
51. Mask and prep for paint - tape only (per LF)	49.00 LF	0.00	0.72	0.17	7.10	42.55
52. Seal the walls w/PVA primer - one coat	392.00 SF	0.00	0.70	1.65	55.22	331.27
53. Paint the walls - two coats	392.00 SF	0.00	1.19	8.51	95.00	569.99
54. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
55. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
56. Final cleaning - construction - Residential	149.37 SF	0.00	0.38	4.76	11.36	72.88
Totals: Office 2				19.52	230.92	1,390.15



Conference RM

Height: 8'

348.00 SF Walls	231.60 SF Ceiling
579.60 SF Walls & Ceiling	231.60 SF Floor
25.73 SY Flooring	43.50 LF Floor Perimeter
43.50 LF Ceil. Perimeter	

Missing Wall

19' 2" X 8'

Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
57. Protect - Cover with plastic	231.60 SF	0.00	0.41	2.11	19.42	116.49
58. Floor protection - heavy paper and tape	231.60 SF	0.00	0.52	1.13	24.30	145.86
59. Mask and prep for paint - tape only (per LF)	43.50 LF	0.00	0.72	0.15	6.30	37.77
60. Seal the walls w/PVA primer - one coat	348.00 SF	0.00	0.70	1.46	49.02	294.08
61. Paint the walls - two coats	348.00 SF	0.00	1.19	7.55	84.34	506.01
62. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
63. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
64. Final cleaning - construction - Residential	231.60 SF	0.00	0.38	7.39	17.60	113.00

Totals: Conference RM 22.13 235.02 1,417.47

STPETE_PUBWKS-PNT2ND

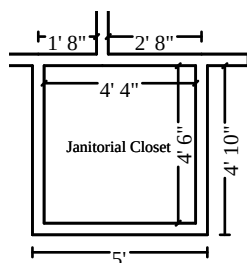
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Page: 6



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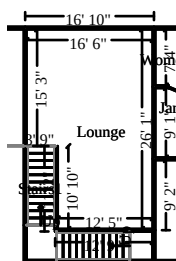


Janitorial Closet

Height: 8'

141.33 SF Walls	19.50 SF Ceiling
160.83 SF Walls & Ceiling	19.50 SF Floor
2.17 SY Flooring	17.67 LF Floor Perimeter
17.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
65. Protect - Cover with plastic	19.50 SF	0.00	0.41	0.18	1.64	9.82
66. Floor protection - heavy paper and tape	19.50 SF	0.00	0.52	0.10	2.04	12.28
67. Mask and prep for paint - tape only (per LF)	17.67 LF	0.00	0.72	0.06	2.56	15.34
68. Seal the walls w/PVA primer - one coat	141.33 SF	0.00	0.70	0.59	19.90	119.42
69. Paint the walls - two coats	141.33 SF	0.00	1.19	3.07	34.26	205.51
70. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
71. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
72. Final cleaning - construction - Residential	19.50 SF	0.00	0.38	0.62	1.48	9.51
Totals: Janitorial Closet				6.96	95.92	576.14



Lounge

Height: 8'

648.67 SF Walls	386.14 SF Ceiling
1,034.81 SF Walls & Ceiling	386.14 SF Floor
42.90 SY Flooring	81.08 LF Floor Perimeter
81.08 LF Ceil. Perimeter	

Missing Wall

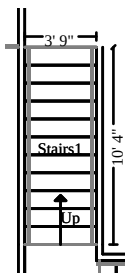
3' 9" X 8'

Opens into STAIRS2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
73. Protect - Cover with plastic	386.14 SF	0.00	0.41	3.51	32.36	194.19
74. Floor protection - heavy paper and tape	386.14 SF	0.00	0.52	1.89	40.54	243.22
75. Mask and prep for paint - tape only (per LF)	81.08 LF	0.00	0.72	0.28	11.74	70.40
76. Seal the walls w/PVA primer - one coat	648.67 SF	0.00	0.70	2.72	91.36	548.15
77. Paint the walls - two coats	648.67 SF	0.00	1.19	14.08	157.20	943.20

CONTINUED - Lounge

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
78. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
79. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
80. Final cleaning - construction - Residential	386.14 SF	0.00	0.38	12.32	29.34	188.39
Totals: Lounge				37.14	396.58	2,391.81



Missing Wall

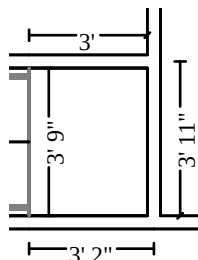
Stairs1

Height: 23'

397.71 SF Walls	38.75 SF Ceiling
436.46 SF Walls & Ceiling	68.58 SF Floor
7.62 SY Flooring	24.82 LF Floor Perimeter
20.67 LF Ceil. Perimeter	

3' 9" X 22' 11 7/8"

Opens into LOUNGE



Missing Wall

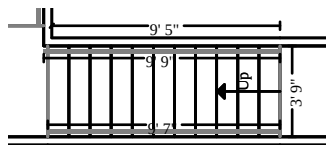
Subroom: Stairs4 (1)

Height: 8'

78.00 SF Walls	11.25 SF Ceiling
89.25 SF Walls & Ceiling	11.25 SF Floor
1.25 SY Flooring	9.75 LF Floor Perimeter
9.75 LF Ceil. Perimeter	

3' 9" X 8'

Opens into STAIRS9



Missing Wall

Subroom: Stairs3 (3)

Height: 15' 6"

226.61 SF Walls	35.94 SF Ceiling
262.55 SF Walls & Ceiling	65.77 SF Floor
7.31 SY Flooring	23.79 LF Floor Perimeter
19.33 LF Ceil. Perimeter	

3' 9" X 15' 5 15/16"

Opens into STAIRS10

Missing Wall

3' 9" X 15' 5 15/16"

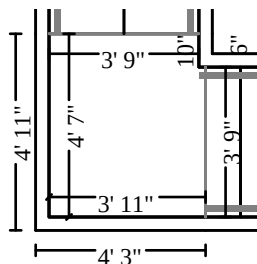
Opens into STAIRS8



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CONTINUED - Stairs1



Subroom: Stairs2 (2)

Height: 15' 6"

144.63 SF Walls	17.81 SF Ceiling
162.44 SF Walls & Ceiling	17.81 SF Floor
1.98 SY Flooring	9.33 LF Floor Perimeter
9.33 LF Ceil. Perimeter	

Missing Wall

3' 9" X 15' 5 15/16"

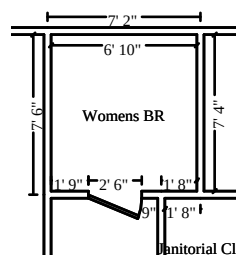
Opens into STAIRS2

Missing Wall

3' 9" X 15' 5 15/16"

Opens into STAIRS9

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
81. Protect - Cover with plastic	163.41 SF	0.00	0.41	1.49	13.70	82.19
82. Floor protection - heavy paper and tape	163.41 SF	0.00	0.52	0.80	17.16	102.93
83. Mask and prep for paint - tape only (per LF)	59.08 LF	0.00	0.72	0.21	8.54	51.29
84. Seal the walls w/PVA primer - one coat	846.95 SF	0.00	0.70	3.56	119.30	715.73
85. Paint the walls - two coats	846.95 SF	0.00	1.19	18.38	205.26	1,231.51
86. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
87. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
88. Final cleaning - construction - Residential	163.41 SF	0.00	0.38	5.22	12.42	79.74
Totals: Stairs1				32.00	410.42	2,467.65



Womens BR

Height: 8'

226.67 SF Walls	50.11 SF Ceiling
276.78 SF Walls & Ceiling	50.11 SF Floor
5.57 SY Flooring	28.33 LF Floor Perimeter
28.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
89. Protect - Cover with plastic	50.11 SF	0.00	0.41	0.46	4.22	25.23
90. Floor protection - heavy paper and tape	50.11 SF	0.00	0.52	0.25	5.28	31.59
91. Mask and prep for paint - tape only (per LF)	28.33 LF	0.00	0.72	0.10	4.10	24.60

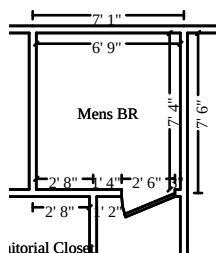


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CONTINUED - Womens BR

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
92. Seal the walls w/PVA primer - one coat	226.67 SF	0.00	0.70	0.95	31.94	191.56
93. Paint the walls - two coats	226.67 SF	0.00	1.19	4.92	54.92	329.58
94. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
95. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
96. Final cleaning - construction - Residential	50.11 SF	0.00	0.38	1.60	3.80	24.44
Totals: Womens BR				10.62	138.30	831.26



Mens BR

Height: 8'

225.33 SF Walls	49.50 SF Ceiling
274.83 SF Walls & Ceiling	49.50 SF Floor
5.50 SY Flooring	28.17 LF Floor Perimeter
28.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
97. Protect - Cover with plastic	49.50 SF	0.00	0.41	0.45	4.16	24.91
98. Floor protection - heavy paper and tape	49.50 SF	0.00	0.52	0.24	5.18	31.16
99. Mask and prep for paint - tape only (per LF)	28.17 LF	0.00	0.72	0.10	4.08	24.46
100. Seal the walls w/PVA primer - one coat	225.33 SF	0.00	0.70	0.95	31.74	190.42
101. Paint the walls - two coats	225.33 SF	0.00	1.19	4.89	54.60	327.63
102. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	38.17	0.89	15.44	92.67
103. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.77	1.45	18.60	111.59
104. Final cleaning - construction - Residential	49.50 SF	0.00	0.38	1.58	3.76	24.15
Totals: Mens BR				10.55	137.56	826.99
Total: 2Bbuilt 2nd Floor				279.31	3,299.86	19,867.03
Total: Public works				279.31	3,299.86	19,867.03



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Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
105. Temporary toilet - Minimum rental charge	1.00 EA	0.00	120.00	0.00	24.00	144.00
106. Temporary hand washing station - Minimum rental charge	1.00 EA	0.00	160.00	0.00	32.00	192.00
Totals: Equipment				0.00	56.00	336.00

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
107. Commercial Supervision / Project Management - per week	1.00 WK	0.00	2,250.00	0.00	450.00	2,700.00
108. General Laborer - per hour	14.00 HR	0.00	60.00	0.00	168.00	1,008.00
1 worker 2 Hours a day for 7 days, for continuous daily site maintenance and clean up, and material handling.						
Totals: General Conditions				0.00	618.00	3,708.00

Line Item Totals: STPETE_PUBWKS-PNT2ND	279.31	3,973.86	23,911.03
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Grand Total Areas:

7,129.18 SF Walls	3,059.76 SF Ceiling	10,188.95 SF Walls and Ceiling
3,147.05 SF Floor	349.67 SY Flooring	846.87 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	834.42 LF Ceil. Perimeter
3,147.05 Floor Area	3,246.76 Total Area	5,786.67 Interior Wall Area
2,059.92 Exterior Wall Area	291.92 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary

Line Item Total	19,657.86
Material Sales Tax	211.02
Subtotal	19,868.88
Overhead	1,986.93
Profit	1,986.93
Total Cleaning Tax	68.29
Replacement Cost Value	\$23,911.03
Net Claim	\$23,911.03

Dan Bickford



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mat Tax (7%)	Total Cleaning Tax (7%)	Laundrying Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7%)
Line Items	1,986.93	1,986.93	211.02	0.00	68.29	0.00	0.00	0.00
Total	1,986.93	1,986.93	211.02	0.00	68.29	0.00	0.00	0.00



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Recap by Room

Estimate: STPETE_PUBWKS-PNT2ND

Area: Public works

Area: 2Bbuilt 2nd Floor

ELE RM 2	444.35	2.26%
OPS Office 4	1,452.98	7.39%
Hallway	2,477.50	12.60%
Engineer's office	1,361.17	6.92%
Office 1	1,139.71	5.80%
Directors Office	1,294.32	6.58%
Office 2	1,139.71	5.80%
Conference RM	1,160.32	5.90%
Janitorial Closet	473.26	2.41%
Lounge	1,958.09	9.96%
Stairs1	2,025.23	10.30%
Womens BR	682.34	3.47%
Mens BR	678.88	3.45%

Area Subtotal: 2Bbuilt 2nd Floor	16,287.86	82.86%
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Area Subtotal: Public works	16,287.86	82.86%
Equipment	280.00	1.42%
General Conditions	3,090.00	15.72%

Subtotal of Areas	19,657.86	100.00%
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Total	19,657.86	100.00%
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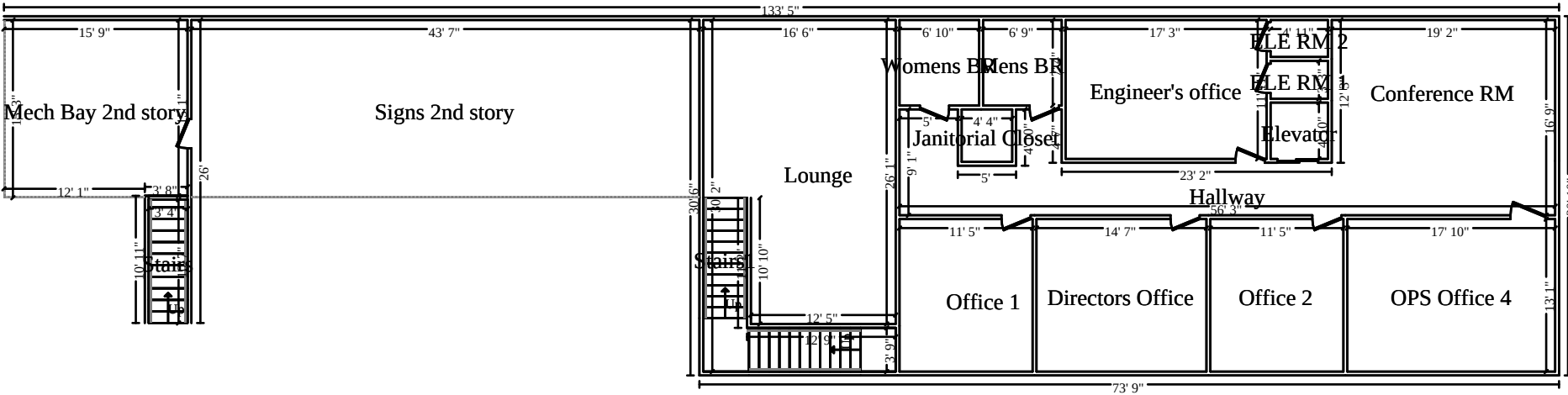
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Recap by Category

O&P Items	Total	%
CLEANING	813.27	3.40%
HAZARDOUS MATERIAL REMEDIATION	877.50	3.67%
LABOR ONLY	3,090.00	12.92%
PAINTING	14,597.09	61.05%
TEMPORARY REPAIRS	280.00	1.17%
O&P Items Subtotal	19,657.86	82.21%
Material Sales Tax	211.02	0.88%
Overhead	1,986.93	8.31%
Profit	1,986.93	8.31%
Total Cleaning Tax	68.29	0.29%
Total	23,911.03	100.00%

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2Bbuilt 2nd Floor



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Client: CITY OF ST PETE BEACH_574107
Property: 7701 BOCA CIEGA DR
ST PETE BEACH, FL 33706

Operator: DAN.B2

Estimator: Dan Bickford

Type of Estimate:

Date Entered: 12/17/2024

Date Assigned:

Price List: FLSP8X_NOV24

Labor Efficiency: Restoration/Service/Remodel

Estimate: STPETE_AQU-REC-2BB-2

Thank you for allowing Cotton Global Disaster Solutions the opportunity to provide the following detailed line item estimate for the loss to the property located at the address above.

Please note that assessment of damages are based on initial inspection and this estimate may change if additional damages are discovered while performing the listed scope items. If any additional repairs are required, a written supplemental change order will be provided, for approval, prior to any additional repairs being made. It is assumed that reasonable measures will be made to accommodate our staff to complete repairs in an efficient manner. Upon approval, Cotton is prepared to mobilize and begin the rebuild process. Please review this estimate at your convenience and do not hesitate to contact the Cotton Team with any questions.

Sincerely,

Dan Bickford
National Project Coordinator
Cotton Global Disaster Solutions
Cell: 281-505-8925
Email: dan.bickford@cottonteam.com



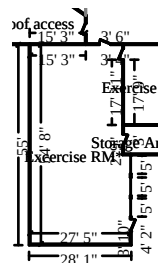
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STPETE_AQU-REC-2BB-2

Rec Center

Rec Center



Exercise RM*

Height: 8'

1,313.55 SF Walls	1,436.09 SF Ceiling
2,749.64 SF Walls & Ceiling	1,436.09 SF Floor
159.57 SY Flooring	164.19 LF Floor Perimeter
164.19 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into Exterior
Window	5' X 4'	Opens into Exterior
Window	5' X 4'	Opens into Exterior
Window	5' X 4'	Opens into Exterior
Door	3' X 6' 8"	Opens into STORAGE_ARE2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Stabilization: Underpinning - per pin, Helical type	4.00 EA		0.00	4,686.88	182.00	3,785.90	22,715.42
2. Backfill by hand - No compaction	20.00 CY		0.00	33.39	0.00	133.56	801.36
3. Walk behind plate compactor and operator	1.00 EA		0.00	99.80	2.86	20.54	123.20
4. R&R Vapor barrier - visqueen - 6mil	1,436.09 SF		0.12	0.40	7.04	150.74	904.55
5. Remove Concrete slab on grade - 4" - finished in place	1,436.09 SF		4.10	0.00	0.00	1,177.60	7,065.57
6. R&R Concrete slab reinforcement - 6" x 6", #10 wire mesh	1,436.09 SF		0.59	0.71	16.08	376.60	2,259.59
7. Concrete slab on grade - 4" - finished in place	175.52 SF		0.00	6.47	30.72	233.26	1,399.59
8. Engineering fees (Bid Item)	1.00 EA		0.00	5,000.00	0.00	1,000.00	6,000.00
9. Mask and prep for paint - tape only (per LF)	164.19 LF		0.00	0.72	0.57	23.76	142.55
10. Seal/prime (1 coat) then paint (2 coats) the walls	1,313.55 SF		0.00	1.58	34.02	421.88	2,531.31
11. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	38.17	0.89	15.44	92.67
12. Seal & paint door slab only (per side)	2.00 EA		0.00	46.22	1.39	18.76	112.59
13. 8mm Vulcanized Rubber flooring	1.00 EA		0.00	64,121.40	0.00	12,824.28	76,945.68
14. Floor preparation for resilient flooring	1,436.09 SF		0.00	1.08	20.11	314.22	1,885.31
15. R&R Cove base molding - rubber or vinyl, 6" high	164.19 LF		0.43	3.26	24.71	126.12	756.69



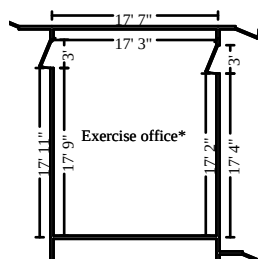
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CONTINUED - Exercise RM*

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
16. R&R Outlet	3.00 EA		13.32	18.89	0.46	19.44	116.53
17. Outlet or switch cover	3.00 EA		0.00	3.73	0.20	2.28	13.67
18. R&R CAT5 data/phone outlet	6.00 EA		7.70	80.88	5.53	107.40	644.41
19. R&R Modular glass wall system	80.00 LF		6.34	614.67	2,734.09	10,482.98	62,897.87
20. Add on for grid (double or triple glazed windows)	480.00 SF		0.00	6.08	204.29	624.54	3,747.23
21. R&R Modular glass wall system - hinged glass door	4.00 EA		53.90	778.34	143.92	694.58	4,167.46
22. R&R Mirror - 1/4" plate glass	68.00 SF		0.40	21.79	76.16	317.02	1,902.10
23. R&R Steel frame glazed openings	480.00 SF		2.70	32.26	640.08	3,484.18	20,905.06
24. Concrete wall - labor & materials - Reinforced	12.00 CY		0.00	580.26	195.76	1,431.78	8,590.66
25. R&R Steel door, 3' x 7'	2.00 EA		21.57	552.06	66.89	242.82	1,456.97
26. R&R Steel door frame - 3' opening	2.00 EA		26.96	408.65	47.04	183.64	1,101.90
27. Final cleaning - construction - Residential	1,436.09 SF		0.00	0.38	45.84	109.14	700.69

Totals: Exercise RM* 4,480.65 38,322.46 229,980.63



Exercise office*

Height: 8'

625.55 SF Walls
1,002.40 SF Walls & Ceiling
41.87 SY Flooring
78.19 LF Ceil. Perimeter

376.85 SF Ceiling
376.85 SF Floor
78.19 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
28. R&R Metal studding, 3 5/8" wide, 16" OC, 20 gauge	625.55 SF		0.54	4.61	106.84	665.68	3,994.11
29. R&R Rigid foam insulation board - 3/4"	625.55 SF		0.46	1.21	37.22	216.38	1,298.27
30. R&R 5/8" drywall - hung, taped, floated, ready for paint	312.77 SF		0.59	3.31	17.52	247.46	1,484.78
31. R&R 1/2" Cement board	312.77 SF		1.36	5.73	41.60	451.84	2,710.98
Bottom of the wall to be Hardibacker.							
32. Seal/prime (1 coat) then paint (2 coats) the walls	625.55 SF		0.00	1.58	16.20	200.92	1,205.49
33. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	38.17	0.89	15.44	92.67

STPETE_AQU-REC-2BB-2

4/16/2025

Page: 3

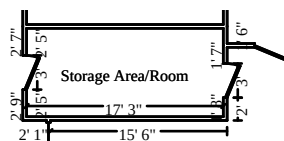


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CONTINUED - Exercise office*

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
34. Mask and prep for paint - tape only (per LF)	78.19 LF		0.00	0.72	0.27	11.32	67.89
35. R&R Vinyl cove - 6" wrap	1.00 LF		2.81	13.32	0.19	3.26	19.58
36. Epoxy finish - two coats over concrete floor	376.85 SF		0.00	7.37	14.77	558.44	3,350.59
37. Floor preparation for epoxy flooring - Heavy	376.85 SF		0.00	1.08	5.28	82.46	494.74
38. R&R Outlet	3.00 EA		13.32	18.89	0.46	19.44	116.53
39. R&R CAT5 data/phone outlet	3.00 EA		7.70	80.88	2.77	53.70	322.21
40. Outlet or switch cover	3.00 EA		0.00	3.73	0.20	2.28	13.67
41. Final cleaning - construction - Residential	376.85 SF		0.00	0.38	12.02	28.64	183.86
Totals: Exercise office*					256.23	2,557.26	15,355.37



Storage Area/Room

Height: 8'

400.00 SF Walls	133.69 SF Ceiling
533.69 SF Walls & Ceiling	133.69 SF Floor
14.85 SY Flooring	50.00 LF Floor Perimeter
50.00 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into Exterior					
Door	3' X 6' 8"	Opens into EXERCISE_RM					
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
42. Seal/prime (1 coat) then paint (2 coats) the walls	400.00 SF		0.00	1.58	10.36	128.48	770.84
43. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	38.17	0.89	15.44	92.67
44. Mask and prep for paint - tape only (per LF)	50.00 LF		0.00	0.72	0.18	7.24	43.42
45. Seal & paint door slab only (per side)	2.00 EA		0.00	46.22	1.39	18.76	112.59
46. Paint casing - two coats	34.00 LF		0.00	1.76	0.48	12.06	72.38
47. R&R Vinyl cove - 6" wrap	1.00 LF		2.81	13.32	0.19	3.26	19.58
48. Epoxy finish - two coats over concrete floor	133.69 SF		0.00	7.37	5.24	198.10	1,188.64
49. Floor preparation for epoxy flooring - Heavy	133.69 SF		0.00	1.08	1.87	29.26	175.52
50. R&R Outlet	3.00 EA		13.32	18.89	0.46	19.44	116.53

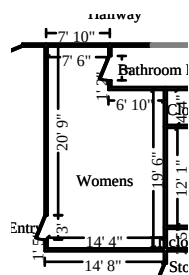


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CONTINUED - Storage Area/Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
51. Outlet or switch cover	3.00 EA		0.00	3.73	0.20	2.28	13.67
52. Remove Steel door frame - 3' opening	2.00 EA		26.90	0.00	0.00	10.76	64.56
53. Install Steel door, 3' x 7'	2.00 EA		0.00	74.28	0.00	29.72	178.28
54. Final cleaning - construction - Residential	133.69 SF		0.00	0.38	4.27	10.16	65.23
Totals: Storage Area/Room					25.53	484.96	2,913.91



Womens

Height: 8'

626.67 SF Walls	319.50 SF Ceiling
946.17 SF Walls & Ceiling	319.50 SF Floor
35.50 SY Flooring	78.33 LF Floor Perimeter
78.33 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into FOYER_ENTRY					
Door	3' X 6' 8"	Opens into BATHROOM_FO2					
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
55. R&R Metal studding, 3 5/8" wide, 16" OC, 20 gauge	626.67 SF		0.54	4.61	107.03	666.88	4,001.26
56. R&R Ceramic/porcelain tile	626.67 SF		2.88	14.79	243.90	2,263.44	13,580.60
57. R&R 1/2" Cement board	626.67 SF		1.36	5.73	83.35	905.30	5,431.74
58. R&R Tile floor covering	319.50 SF		3.60	12.21	121.22	1,034.50	6,207.02
59. Floor leveling cement - Average	319.50 SF		0.00	2.87	28.18	189.04	1,134.19
60. R&R Tile base	78.33 LF		3.02	17.46	22.59	325.36	1,952.15
61. Seal/prime (1 coat) then paint (2 coats) the ceiling	319.50 SF		0.00	1.58	8.28	102.62	615.71
62. Remove Steel door frame - 3' opening	1.00 EA		26.90	0.00	0.00	5.38	32.28
63. Install Steel door, 3' x 7'	1.00 EA		0.00	74.28	0.00	14.86	89.14
64. Mask and prep for paint - tape only (per LF)	78.33 LF		0.00	0.72	0.27	11.34	68.01
65. Seal & paint door slab only (per side)	2.00 EA		0.00	46.22	1.39	18.76	112.59
66. Paint casing - two coats	34.00 LF		0.00	1.76	0.48	12.06	72.38
67. R&R Outlet	4.00 EA		13.32	18.89	0.61	25.90	155.35
68. Outlet or switch cover	4.00 EA		0.00	3.73	0.26	3.04	18.22
69. Clean floor - tile	319.50 SF		0.00	0.83	23.97	53.36	342.52

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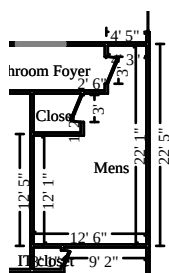


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CONTINUED - Womens

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
70. Toilet partition (i.e., phenolic, etc.)	2.00 EA		0.00	1,992.86	125.30	822.20	4,933.22
71. Toilet partition - handicap	1.00 EA		0.00	2,095.59	45.15	428.16	2,568.90
72. Toilet & Bath Accessories - General Laborer - per hour	2.50 HR		0.00	60.00	0.00	30.00	180.00
73. Toilet - Detach & reset	4.00 EA		0.00	358.55	2.70	287.38	1,724.28
74. Urinal - Detach & reset	3.00 EA		0.00	518.21	0.00	310.92	1,865.55
75. Sink - single - Detach & reset	4.00 EA		0.00	220.95	0.22	176.80	1,060.82
76. R&R Mirror - framed	6.00 SF		0.40	29.90	10.13	38.38	230.31
77. Final cleaning - construction - Residential	319.50 SF		0.00	0.38	10.20	24.28	155.89
Totals: Womens					835.23	7,749.96	46,532.13



Mens

Height: 8'

553.98 SF Walls	206.88 SF Ceiling
760.86 SF Walls & Ceiling	206.88 SF Floor
22.99 SY Flooring	69.25 LF Floor Perimeter
69.25 LF Ceil. Perimeter	

Door	3' X 6' 8"			Opens into CLOSET2			
Door	3' X 6' 8"			Opens into BATHROOM_FO2			
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
78. R&R Metal studding, 3 5/8" wide, 16" OC, 20 gauge	553.98 SF		0.54	4.61	94.62	589.54	3,537.16
79. R&R Ceramic/porcelain tile	553.98 SF		2.88	14.79	215.61	2,000.90	12,005.33
80. R&R 1/2" Cement board	553.98 SF		1.36	5.73	73.68	800.28	4,801.68
81. R&R Tile floor covering	206.88 SF		3.60	12.21	78.49	669.86	4,019.12
82. Floor leveling cement - Average	206.88 SF		0.00	2.87	18.25	122.42	734.42
83. R&R Tile base	69.25 LF		3.02	17.46	19.97	287.64	1,725.86
84. Seal/prime (1 coat) then paint (2 coats) the ceiling	206.88 SF		0.00	1.58	5.36	66.46	398.69
85. Remove Steel door frame - 3' opening	1.00 EA		26.90	0.00	0.00	5.38	32.28
86. Install Steel door, 3' x 7'	1.00 EA		0.00	74.28	0.00	14.86	89.14
87. Mask and prep for paint - tape only (per LF)	69.25 LF		0.00	0.72	0.24	10.02	60.12
88. Seal & paint door slab only (per side)	2.00 EA		0.00	46.22	1.39	18.76	112.59

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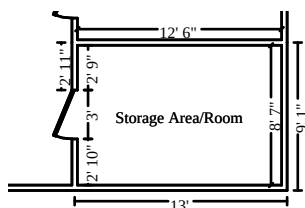


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CONTINUED - Mens

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
89. Paint casing - two coats	34.00 LF		0.00	1.76	0.48	12.06	72.38
90. R&R Outlet	4.00 EA		13.32	18.89	0.61	25.90	155.35
91. Outlet or switch cover	4.00 EA		0.00	3.73	0.26	3.04	18.22
92. Clean floor - tile	206.88 SF		0.00	0.83	15.52	34.54	221.77
93. Toilet partition (i.e., phenolic, etc.)	2.00 EA		0.00	1,992.86	125.30	822.20	4,933.22
94. Toilet partition - handicap	1.00 EA		0.00	2,095.59	45.15	428.16	2,568.90
95. Toilet & Bath Accessories - General Laborer - per hour	2.50 HR		0.00	60.00	0.00	30.00	180.00
96. Toilet - Detach & reset	4.00 EA		0.00	358.55	2.70	287.38	1,724.28
97. Sink - single - Detach & reset	4.00 EA		0.00	220.95	0.22	176.80	1,060.82
98. R&R Mirror - framed	6.00 SF		0.40	29.90	10.13	38.38	230.31
99. Final cleaning - construction - Residential	206.88 SF		0.00	0.38	6.60	15.72	100.93
Totals: Mens					714.58	6,460.30	38,782.57



Storage Area/Room

Height: 8'

337.98 SF Walls	107.64 SF Ceiling
445.62 SF Walls & Ceiling	107.64 SF Floor
11.96 SY Flooring	42.25 LF Floor Perimeter
42.25 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
100. R&R Sheathing - foil faced foam - 1/2"	337.98 SF		0.40	1.74	15.14	147.68	886.10
101. Batt insulation - 10" - R30 - paper / foil faced	107.64 SF		0.00	2.01	11.45	45.58	273.39
102. R&R 5/8" drywall - hung, taped, floated, ready for paint	168.99 SF		0.59	3.31	9.46	133.72	802.24
103. R&R 1/2" Cement board	168.99 SF		1.36	5.73	22.48	244.12	1,464.74
Bottom of the wall to be Hardibacker.							
104. Suspended ceiling system - High grade - 2' x 4'	118.40 SF		0.00	5.92	27.93	145.76	874.62
105. Ceiling diffusers / grills - square, lay-in - 24"	1.00 EA		0.00	123.01	5.26	25.66	153.93
106. Detach & Reset Fluorescent - acoustic grid fixture - two tube, 2'x 4'	4.00 EA	93.23	0.00	0.00	0.00	74.58	447.50



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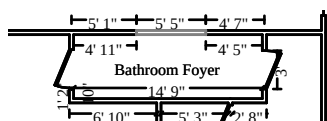
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CONTINUED - Storage Area/Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
107. Seal/prime (1 coat) then paint (2 coats) the walls	337.98 SF		0.00	1.58	8.75	108.56	651.32
108. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	38.17	0.89	15.44	92.67
109. R&R Steel door frame - 3' opening	1.00 EA		26.90	408.65	23.52	91.82	550.89
110. R&R Steel door, 3' x 7'	1.00 EA		21.57	552.06	33.44	121.42	728.49
111. Mask and prep for paint - tape only (per LF)	42.25 LF		0.00	0.72	0.15	6.12	36.69
112. Seal & paint door slab only (per side)	2.00 EA		0.00	46.22	1.39	18.76	112.59
113. Paint casing - two coats	34.00 LF		0.00	1.76	0.48	12.06	72.38
114. Baseboard - 3 1/4"	42.25 LF		0.00	4.56	6.15	39.78	238.59
115. Epoxy finish - two coats over concrete floor	107.64 SF		0.00	7.37	4.22	159.50	957.03
116. Floor preparation for epoxy flooring - Heavy	107.64 SF		0.00	1.08	1.51	23.56	141.32
117. R&R Outlet	3.00 EA		13.32	18.89	0.46	19.44	116.53
118. Outlet or switch cover	3.00 EA		0.00	3.73	0.20	2.28	13.67
119. R&R CAT5 data/phone outlet	1.00 EA		7.70	80.88	0.92	17.90	107.40
120. R&R Metal studding, 3 5/8" wide, 16" OC, 20 gauge	337.98 SF		0.54	4.61	57.73	359.66	2,157.99
121. Final cleaning - construction - Residential	107.64 SF		0.00	0.38	3.43	8.18	52.51
Totals: Storage Area/Room					234.96	1,821.58	10,932.59

Bathroom Foyer

Height: 8'



279.89 SF Walls	73.75 SF Ceiling
353.64 SF Walls & Ceiling	73.75 SF Floor
8.19 SY Flooring	34.08 LF Floor Perimeter
39.50 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into WOMENS
Missing Wall - Goes to Floor	5' 5" X 6' 8"	Opens into HALLWAY
Door	3' X 6' 8"	Opens into MENS

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
122. R&R Metal studding, 3 5/8" wide, 16" OC, 20 gauge	279.89 SF		0.54	4.61	47.81	297.84	1,787.08

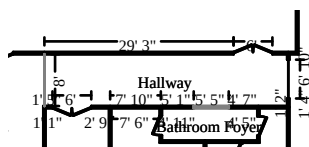


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CONTINUED - Bathroom Foyer

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
123. R&R Rigid foam insulation board - 3/4"	279.89 SF		0.46	1.21	16.65	96.84	580.91
124. R&R 5/8" drywall - hung, taped, floated, ready for paint	139.94 SF		0.59	3.31	7.84	110.72	664.32
125. R&R 1/2" Cement board	139.94 SF		1.36	5.73	18.61	202.16	1,212.95
Bottom of the wall to be Hardibacker.							
126. Seal/prime (1 coat) then paint (2 coats) the walls	279.89 SF		0.00	1.58	7.25	89.90	539.38
127. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	38.17	0.89	15.44	92.67
128. Mask and prep for paint - tape only (per LF)	39.50 LF		0.00	0.72	0.14	5.70	34.28
129. R&R Vinyl cove - 6" wrap	1.00 LF		2.81	13.32	0.19	3.26	19.58
130. Epoxy finish - two coats over concrete floor	73.75 SF		0.00	7.37	2.89	109.28	655.71
131. Floor preparation for epoxy flooring - Heavy	73.75 SF		0.00	1.08	1.03	16.14	96.82
132. R&R Outlet	3.00 EA		13.32	18.89	0.46	19.44	116.53
133. Outlet or switch cover	3.00 EA		0.00	3.73	0.20	2.28	13.67
134. Final cleaning - construction - Residential	73.75 SF		0.00	0.38	2.35	5.60	35.98
Totals: Bathroom Foyer					106.31	974.60	5,849.88



Hallway

Height: 8'

509.98 SF Walls	300.82 SF Ceiling
810.80 SF Walls & Ceiling	300.82 SF Floor
33.42 SY Flooring	59.84 LF Floor Perimeter
83.26 LF Ceil. Perimeter	

Missing Wall	8' 3/16" X 8'	Opens into LOBBY2
Door	6' X 6' 8"	Opens into FOYER_ENTRY
Missing Wall - Goes to Floor	5' 5" X 6' 8"	Opens into BATHROOM_FO2
Window - Goes to Floor	6' X 6' 8"	Opens into Exterior
Door	6' X 6' 8"	Opens into GYM

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
135. Seal/prime (1 coat) then paint (2 coats) the walls	509.98 SF		0.00	1.58	13.21	163.80	982.78

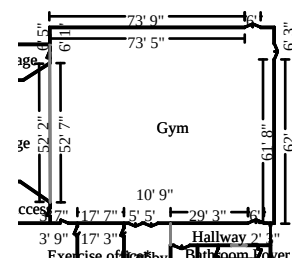


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CONTINUED - Hallway

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
136. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	38.17	0.89	15.44	92.67
137. Mask and prep for paint - tape only (per LF)	83.26 LF		0.00	0.72	0.29	12.06	72.30
138. Seal & paint door slab only (per side)	2.00 EA		0.00	46.22	1.39	18.76	112.59
139. Paint casing - two coats	34.00 LF		0.00	1.76	0.48	12.06	72.38
140. Baseboard - 3 1/4"	59.84 LF		0.00	4.56	8.71	56.32	337.90
141. Epoxy finish - two coats over concrete floor	300.82 SF		0.00	7.37	11.79	445.76	2,674.59
142. Floor preparation for epoxy flooring - Heavy	300.82 SF		0.00	1.08	4.21	65.82	394.92
143. R&R Outlet	3.00 EA		13.32	18.89	0.46	19.44	116.53
144. Outlet or switch cover	3.00 EA		0.00	3.73	0.20	2.28	13.67
145. Final cleaning - construction - Residential	300.82 SF		0.00	0.38	9.60	22.86	146.77
Totals: Hallway					51.23	834.60	5,017.10



Gym

Height: 8'

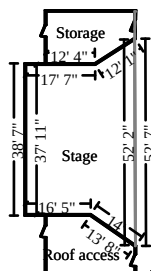
1,987.55 SF Walls	6,206.87 SF Ceiling
8,194.42 SF Walls & Ceiling	6,206.87 SF Floor
689.65 SY Flooring	245.44 LF Floor Perimeter
263.44 LF Ceil. Perimeter	

Door	6' X 6' 8"	Opens into Exterior
Door	6' X 6' 8"	Opens into Exterior
Door	6' X 6' 8"	Opens into HALLWAY
Door	5' X 6' 8"	Opens into LOBBY2
Door	5' X 6' 8"	Opens into LOBBY2
Missing Wall	52' 6 5/8" X 8'	Opens into STAGE
Door	3' X 6' 8"	Opens into Exterior

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
146. R&R Cove base molding - rubber or vinyl, 4" high	245.44 LF		0.43	2.57	25.08	152.28	913.68
147. 8mm Vulcanized Rubber flooring	1.00 EA		0.00	267,384.18	0.00	53,476.84	320,861.02
148. R&R Acoustical wall treatment - sound dampening	1,325.03 SF		0.68	14.88	427.59	4,209.02	25,254.08

CONTINUED - Gym

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
149. Seal/prime (1 coat) then paint (2 coats) the walls	1,987.55 SF		0.00	1.58	51.48	638.36	3,830.17
Totals: Gym					504.15	58,476.50	350,858.95



Stage

Height: 8'

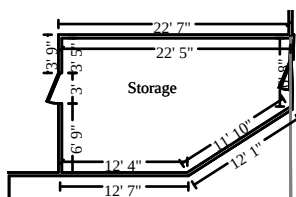
783.70 SF Walls	1,125.30 SF Ceiling
1,909.00 SF Walls & Ceiling	1,125.30 SF Floor
125.03 SY Flooring	97.96 LF Floor Perimeter
97.96 LF Ceil. Perimeter	

Missing Wall

52' 1 13/16" X 8'

Opens into GYM

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
150. Epoxy finish - two coats over concrete floor & stairs	1,125.30 SF		0.00	7.37	44.11	1,667.52	10,005.09
151. Floor preparation for epoxy flooring - Heavy	1,125.30 SF		0.00	1.08	15.75	246.22	1,477.29
152. Seal/prime (1 coat) then paint (2 coats) the walls	783.70 SF		0.00	1.58	20.30	251.72	1,510.27
Totals: Stage					80.16	2,165.46	12,992.65



Storage

Height: 8'

477.54 SF Walls	262.48 SF Ceiling
740.02 SF Walls & Ceiling	262.48 SF Floor
29.16 SY Flooring	59.69 LF Floor Perimeter
59.69 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into Exterior

Missing Wall

6' 8 7/16" X 8'

Opens into Exterior

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
153. Epoxy finish - two coats over concrete floor	262.48 SF		0.00	7.37	10.29	388.96	2,333.73
154. Floor preparation for epoxy flooring - Heavy	262.48 SF		0.00	1.08	3.68	57.44	344.60
155. Seal/prime (1 coat) then paint (2 coats) the walls	477.54 SF		0.00	1.58	12.37	153.38	920.26

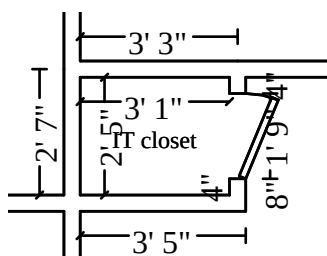


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CONTINUED - Storage

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
156. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	38.17	0.89	15.44	92.67
157. Mask and prep for paint - tape only (per LF)	59.69 LF		0.00	0.72	0.21	8.64	51.83
158. R&R Water heater - 40 gallon - Electric - 12 yr	1.00 EA		83.13	1,340.01	55.27	295.68	1,774.09
Totals: Storage					82.71	919.54	5,517.18



IT closet

Height: 8'

87.70 SF Walls	7.41 SF Ceiling
95.10 SF Walls & Ceiling	7.41 SF Floor
0.82 SY Flooring	10.96 LF Floor Perimeter
10.96 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
159. R&R Metal studding, 3 5/8" wide, 16" OC, 20 gauge	87.70 SF		0.54	4.61	14.98	93.34	559.98
160. R&R Rigid foam insulation board - 3/4"	87.70 SF		0.46	1.21	5.22	30.32	182.00
161. R&R 5/8" drywall - hung, taped, floated, ready for paint	43.85 SF		0.59	3.31	2.46	34.70	208.17
162. R&R 1/2" Cement board	43.85 SF		1.36	5.73	5.83	63.34	380.07
Bottom of the wall to be Hardibacker.							
163. Seal/prime (1 coat) then paint (2 coats) the walls	87.70 SF		0.00	1.58	2.27	28.18	169.02
164. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	38.17	0.89	15.44	92.67
165. Mask and prep for paint - tape only (per LF)	10.96 LF		0.00	0.72	0.04	1.58	9.51
166. R&R Vinyl cove - 6" wrap	1.00 LF		2.81	13.32	0.19	3.26	19.58
167. Epoxy finish - two coats over concrete floor	7.41 SF		0.00	7.37	0.29	10.98	65.88
168. Floor preparation for epoxy flooring - Heavy	7.41 SF		0.00	1.08	0.10	1.62	9.72
169. R&R Outlet	3.00 EA		13.32	18.89	0.46	19.44	116.53
170. Outlet or switch cover	3.00 EA		0.00	3.73	0.20	2.28	13.67
171. Final cleaning - construction - Residential	7.41 SF		0.00	0.38	0.24	0.56	3.62

Totals: IT closet					33.17	305.04	1,830.42
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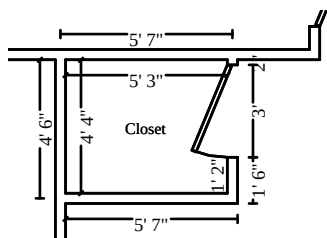
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Cotton Commercial

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Closet

Height: 8'

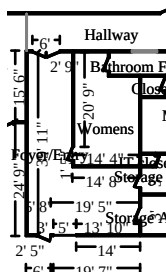
153.33 SF Walls	22.75 SF Ceiling
176.08 SF Walls & Ceiling	22.75 SF Floor
2.53 SY Flooring	19.17 LF Floor Perimeter
19.17 LF Ceil. Perimeter	

Door	3' X 6' 8"		Opens into MENS				
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
172. R&R Metal studding, 3 5/8" wide, 16" OC, 20 gauge	153.33 SF		0.54	4.61	26.19	163.18	979.02
173. R&R Ceramic/porcelain tile	153.33 SF		2.88	14.79	59.68	553.82	3,322.84
174. R&R 1/2" Cement board	153.33 SF		1.36	5.73	20.39	221.50	1,329.00
175. R&R Tile floor covering	22.75 SF		3.60	12.21	8.63	73.66	441.97
176. Floor leveling cement - Average	22.75 SF		0.00	2.87	2.01	13.46	80.76
177. R&R Tile base	19.17 LF		3.02	17.46	5.53	79.62	477.75
178. R&R Rigid foam insulation board - 3/4"	153.33 SF		0.46	1.21	9.12	53.02	318.20
179. Seal/prime (1 coat) then paint (2 coats) the walls	153.33 SF		0.00	1.58	3.97	49.26	295.49
180. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	38.17	0.89	15.44	92.67
181. Mask and prep for paint - tape only (per LF)	19.17 LF		0.00	0.72	0.07	2.78	16.65
182. Seal & paint door slab only (per side)	2.00 EA		0.00	46.22	1.39	18.76	112.59
183. Paint casing - two coats	34.00 LF		0.00	1.76	0.48	12.06	72.38
184. Final cleaning - construction - Residential	22.75 SF		0.00	0.38	0.73	1.74	11.12
Totals: Closet					139.08	1,258.30	7,550.44



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Foyer/Entry

Height: 8'

990.67 SF Walls	608.85 SF Ceiling
1,599.51 SF Walls & Ceiling	608.85 SF Floor
67.65 SY Flooring	122.83 LF Floor Perimeter
128.83 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into WOMENS
Door	6' X 6' 8"	Opens into HALLWAY
Door	3' X 6' 8"	Opens into Exterior
Window	5' X 4'	Opens into Exterior
Door	3' X 6' 8"	Opens into STORAGE_AREA4
Door	3' X 6' 8"	Opens into STORAGE_AREA

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
185. R&R Metal studding, 3 5/8" wide, 16" OC, 20 gauge	990.67 SF		0.54	4.61	169.21	1,054.24	6,325.40
186. R&R Sheathing - foil faced foam - 1/2"	990.67 SF		0.40	1.74	44.38	432.90	2,597.32
187. Batt insulation - 10" - R30 - paper / foil faced	608.85 SF		0.00	2.01	64.78	257.72	1,546.29
188. R&R 5/8" drywall - hung, taped, floated, ready for paint	495.33 SF		0.59	3.31	27.74	391.88	2,351.40
189. R&R 1/2" Cement board	495.33 SF		1.36	5.73	65.88	715.56	4,293.33
Bottom of the wall to be Hardibacker.							
190. Suspended ceiling system - High grade - 2' x 4'	669.73 SF		0.00	5.92	157.99	824.56	4,947.35
191. Ceiling diffusers / grills - square, lay-in - 24"	2.00 EA		0.00	123.01	10.53	51.30	307.85
192. Detach & Reset Fluorescent - acoustic grid fixture - two tube, 2'x 4'	8.00 EA	93.23	0.00	0.00	0.00	149.16	895.00
193. Seal/prime (1 coat) then paint (2 coats) the walls	990.67 SF		0.00	1.58	25.66	318.20	1,909.12
194. Paint door or window opening - 2 coats (per side)	3.00 EA		0.00	38.17	1.33	23.16	139.00
195. Remove Steel door frame - 3' opening	2.00 EA		26.90	0.00	0.00	10.76	64.56
196. Install Steel door, 3' x 7'	2.00 EA		0.00	74.28	0.00	29.72	178.28
197. Mask and prep for paint - tape only (per LF)	128.83 LF		0.00	0.72	0.45	18.66	111.87
198. Seal & paint door slab only (per side)	4.00 EA		0.00	46.22	2.78	37.54	225.20
199. Paint casing - two coats	68.00 LF		0.00	1.76	0.95	24.14	144.77
200. Baseboard - 3 1/4"	122.83 LF		0.00	4.56	17.88	115.60	693.58

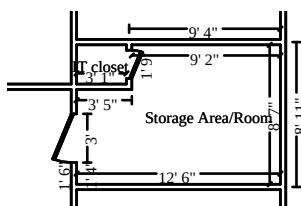


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CONTINUED - Foyer/Entry

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
201. Casing - 3 1/4"	26.00 LF		0.00	4.25	5.37	23.18	139.05
202. R&R Outlet	8.00 EA		13.32	18.89	1.23	51.78	310.69
203. Electrician - per hour	6.00 HR		0.00	120.00	0.00	144.00	864.00
Labor to cut new hole in block walls							
204. Epoxy finish - two coats over concrete floor	608.85 SF		0.00	7.37	23.87	902.22	5,413.31
205. Floor preparation for epoxy flooring - Heavy	608.85 SF		0.00	1.08	8.52	133.22	799.30
206. R&R CAT5 data/phone outlet	6.00 EA		7.70	80.88	5.53	107.40	644.41
207. Outlet or switch cover	8.00 EA		0.00	3.73	0.53	6.06	36.43
208. Final cleaning - construction - Commercial	608.85 SF		0.00	0.30	15.35	36.54	234.55
Totals: Foyer/Entry					649.96	5,859.50	35,172.06



Storage Area/Room

Height: 8'

337.98 SF Walls	98.29 SF Ceiling
436.28 SF Walls & Ceiling	98.29 SF Floor
10.92 SY Flooring	42.25 LF Floor Perimeter
42.25 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
209. R&R Metal studding, 3 5/8" wide, 16" OC, 20 gauge	337.98 SF		0.54	4.61	57.73	359.66	2,157.99
210. R&R Sheathing - foil faced foam - 1/2"	168.99 SF		0.40	1.74	7.57	73.84	443.05
211. Batt insulation - 10" - R30 - paper / foil faced	98.29 SF		0.00	2.01	10.46	41.62	249.64
212. R&R 5/8" drywall - hung, taped, floated, ready for paint	168.99 SF		0.59	3.31	9.46	133.72	802.24
213. R&R 1/2" Cement board	168.99 SF		1.36	5.73	22.48	244.12	1,464.74
Bottom of the wall to be Hardibacker.							
214. Suspended ceiling system - High grade - 2' x 4'	108.12 SF		0.00	5.92	25.51	133.12	798.70
215. Ceiling diffusers / grills - square, lay-in - 24"	1.00 EA		0.00	123.01	5.26	25.66	153.93
216. Detach & Reset Fluorescent - acoustic grid fixture - two tube, 2' x 4'	4.00 EA	93.23	0.00	0.00	0.00	74.58	447.50

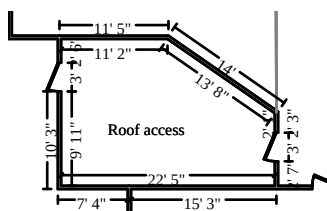


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CONTINUED - Storage Area/Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
217. Seal/prime (1 coat) then paint (2 coats) the walls	337.98 SF		0.00	1.58	8.75	108.56	651.32
218. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	38.17	0.89	15.44	92.67
219. Remove Steel door frame - 3' opening	1.00 EA		26.90	0.00	0.00	5.38	32.28
220. Install Steel door, 3' x 7'	1.00 EA		0.00	74.28	0.00	14.86	89.14
221. Mask and prep for paint - tape only (per LF)	42.25 LF		0.00	0.72	0.15	6.12	36.69
222. Seal & paint door slab only (per side)	2.00 EA		0.00	46.22	1.39	18.76	112.59
223. Paint casing - two coats	2.00 LF		0.00	1.76	0.03	0.70	4.25
224. Baseboard - 3 1/4"	42.25 LF		0.00	4.56	6.15	39.78	238.59
225. Epoxy finish - two coats over concrete floor	98.29 SF		0.00	7.37	3.85	145.66	873.91
226. Floor preparation for epoxy flooring - Heavy	98.29 SF		0.00	1.08	1.38	21.52	129.05
227. R&R Outlet	3.00 EA		13.32	18.89	0.46	19.44	116.53
228. Electrician - per hour	1.00 HR		0.00	120.00	0.00	24.00	144.00
Labor to cut new hole in block walls							
229. Outlet or switch cover	3.00 EA		0.00	3.73	0.20	2.28	13.67
230. Final cleaning - construction - Residential	98.29 SF		0.00	0.38	3.13	7.48	47.96
Totals: Storage Area/Room					164.85	1,516.30	9,100.44



Roof access

Height: 8'

562.26 SF Walls	301.44 SF Ceiling
863.70 SF Walls & Ceiling	301.44 SF Floor
33.49 SY Flooring	70.28 LF Floor Perimeter
70.28 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into Exterior					
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
231. Epoxy finish - two coats over concrete floor	301.44 SF		0.00	7.37	11.82	446.68	2,680.11
232. Floor preparation for epoxy flooring - Heavy	301.44 SF		0.00	1.08	4.22	65.96	395.74
233. Seal/prime (1 coat) then paint (2 coats) the walls	562.26 SF		0.00	1.58	14.56	180.60	1,083.53

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CONTINUED - Lobby

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
248. R&R Outlet	3.00 EA		13.32	18.89	0.46	19.44	116.53
249. Outlet or switch cover	3.00 EA		0.00	3.73	0.20	2.28	13.67
250. Final cleaning - construction - Residential	406.94 SF		0.00	0.38	12.98	30.92	198.54
Totals: Lobby					51.69	968.54	5,824.06

Rec Center HVAC

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
251. R&R Insulated ductwork - 1" wall - extra large size	325.00 LF		2.16	69.46	596.28	4,774.56	28,647.34
Totals: Rec Center HVAC					596.28	4,774.56	28,647.34

Rec Center Electrical

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
252. R&R 110 volt wiring (12/2 copper w/ground) metal clad/armored	3,395.00 LF		0.59	2.84	339.84	2,396.94	14,381.63
This is to cover the raising or re-running 110V circuits. Done in the various rooms in the rec center. To raise them up above estimated flood waters. This is as allowed by NEC codes.							
253. R&R Outlet - High grade	24.00 EA		7.24	25.87	14.23	161.78	970.65
254. R&R Breaker panel - 300 amp w/arc fault breakers	1.00 EA		206.89	3,745.25	156.98	821.84	4,930.96
255. R&R Circuit breaker - main disconnect - 300 amp	1.00 EA		14.87	325.47	10.38	70.16	420.88
Totals: Rec Center Electrical					521.43	3,450.72	20,704.12

IT & Low voltage cabling

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
256. Networking cable/outlets - Per Entech Estimate #CN015412 Version 1	1.00 EA		0.00	14,070.12	0.04	2,814.02	16,884.18
This estimate is per entech's Proposal: Construction Cabling Project Proposal # CN015412 Version 1							
Totals: IT & Low voltage cabling					0.04	2,814.02	16,884.18



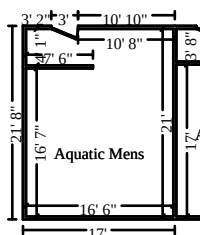
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Total: Rec Center

9,570.45 142,480.96 855,055.97

Aquatic center

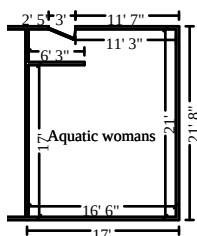


Aquatic Mens

Height: 8'

720.00 SF Walls	343.94 SF Ceiling
1,063.94 SF Walls & Ceiling	343.94 SF Floor
38.22 SY Flooring	90.00 LF Floor Perimeter
90.00 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into Exterior					
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
257. R&R 1/2" Cement board	50.00 SF		1.36	5.73	6.65	72.24	433.39
258. Waterproofing - sheet membrane	150.00 SF		0.00	4.72	22.89	146.18	877.07
Totals: Aquatic Mens					29.54	218.42	1,310.46



Aquatic womans

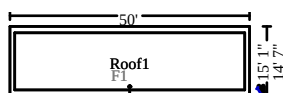
Height: 8'

700.00 SF Walls	344.36 SF Ceiling
1,044.36 SF Walls & Ceiling	344.36 SF Floor
38.26 SY Flooring	87.50 LF Floor Perimeter
87.50 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into Exterior					
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
259. R&R 1/2" Cement board	175.00 SF		1.36	5.73	23.28	252.82	1,516.85
260. Waterproofing - sheet membrane	150.00 SF		0.00	4.72	22.89	146.18	877.07
Totals: Aquatic womans					46.17	399.00	2,393.92

Aquatic center roof

Roof1



756.10 Surface Area	7.56 Number of Squares
130.24 Total Perimeter Length	



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CONTINUED - Roof2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
279. R&R Pipe jack flashing - PVC/TPO	1.00 EA		11.37	76.69	2.77	18.18	109.01
280. R&R Roof scupper - PVC/TPO clad aluminum	2.00 EA		18.02	204.37	23.12	93.56	561.46
281. Curb flashing - PVC/TPO	120.00 LF		0.00	21.51	81.90	532.62	3,195.72
282. Single-ply - Fully adhered system - 60 mil - fleece back	7.92 SQ		0.00	620.54	148.36	1,012.62	6,075.66
283. roof mounted equipment Detach and reset	1.00 EA		0.00	28,893.60	2,022.55	6,183.24	37,099.39
Detach and reset three pool based units from roof							
284. Re-nailing of roof sheathing - complete re-nail	7.20 SF		0.00	0.34	0.00	0.50	2.95
285. R&R Roof drain - cast iron - 2" to 6" outlet	2.00 EA		61.79	657.55	54.62	298.66	1,791.96
Totals: Roof2					2,629.20	11,156.06	66,936.10
Total: Aquatic center roof					3,063.54	14,487.54	86,925.11
Total: Aquatic center					3,139.25	15,104.96	90,629.49

Equipment

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
286. Backhoe loader and operator	24.00 HR		0.00	146.39	0.00	702.68	4,216.04
287. Concrete pump truck (per hour)	8.00 HR		0.00	277.18	0.00	443.48	2,660.92
288. Dumpster load - Approx. 20 yards, 4 tons of debris	8.00 EA		765.00	0.00	0.00	1,224.00	7,344.00
289. Temporary toilet - Minimum rental charge	1.00 EA		0.00	120.00	0.00	24.00	144.00
290. Temporary hand washing station - Minimum rental charge	1.00 EA		0.00	160.00	0.00	32.00	192.00
291. Boom or spider lift - 30'-45' reach (per week)	2.00 WK		0.00	1,183.33	0.00	473.34	2,840.00
Totals: Equipment					0.00	2,899.50	17,396.96

General conditions

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
292. Commercial Supervision / Project Management - per week	12.00 WK		0.00	2,250.00	0.00	5,400.00	32,400.00



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CONTINUED - General conditions

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
293. General Laborer - per hour	144.00 HR		0.00	60.00	0.00	1,728.00	10,368.00
1 worker 2 Hours a day for 144 days, for continuous daily site maintenance and clean up, and material handling.							
294. Megohmmeter check electrical circuits	1.00 EA		0.00	991.46	0.00	198.30	1,189.76
295. R&R Sheathing - plywood - 1/2" CDX	640.00 SF		0.81	2.28	52.86	406.10	2,436.56
Plywood used to protect pavers during concrete work.							
296. Content Manipulation charge - per hour	40.00 HR		0.00	60.00	0.00	480.00	2,880.00
Totals: General conditions					52.86	8,212.40	49,274.32
Total: Rec Center					12,762.56	168,697.82	1,012,356.74
Line Item Totals: STPETE_AQU-REC-2BB-2					12,762.56	168,697.82	1,012,356.74

Grand Total Areas:

13,312.42 SF Walls	13,353.63 SF Ceiling	26,666.06 SF Walls and Ceiling
13,353.63 SF Floor	1,483.74 SY Flooring	1,651.25 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,728.08 LF Ceil. Perimeter
13,353.63 Floor Area	13,772.42 Total Area	13,537.76 Interior Wall Area
7,013.32 Exterior Wall Area	769.84 Exterior Perimeter of Walls	
1,343.79 Surface Area	13.44 Number of Squares	229.93 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary

Line Item Total	830,896.36
Material Sales Tax	12,586.71
Cleaning Mat Tax	2.58
Subtotal	843,485.65
Overhead	84,348.91
Profit	84,348.91
Total Cleaning Tax	173.27
Replacement Cost Value	\$1,012,356.74
Net Claim	\$1,012,356.74

Dan Bickford



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mat Tax (7%)	Total Cleaning Tax (7%)	Laundrying Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7%)
Line Items	84,348.91	84,348.91	12,586.71	2.58	173.27	0.00	0.00	0.00
Total	84,348.91	84,348.91	12,586.71	2.58	173.27	0.00	0.00	0.00



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Recap by Room

Estimate: STPETE_AQU-REC-2BB-2

Area: Rec Center

Area: Rec Center

Excercise RM*	187,177.52	22.53%
Exercise office*	12,541.88	1.51%
Storage Area/Room	2,403.42	0.29%
Womens	37,946.94	4.57%
Mens	31,607.69	3.80%
Storage Area/Room	8,876.05	1.07%
Bathroom Foyer	4,768.97	0.57%
Hallway	4,131.27	0.50%
Gym	291,878.30	35.13%
Stage	10,747.03	1.29%
Storage	4,514.93	0.54%
IT closet	1,492.21	0.18%
Closet	6,153.06	0.74%
Foyer/Entry	28,662.60	3.45%
Storage Area/Room	7,419.29	0.89%
Roof access	3,800.98	0.46%
Lobby	4,803.83	0.58%
Rec Center HVAC	23,276.50	2.80%
Rec Center Electrical	16,731.97	2.01%
IT & Low voltage cabling	14,070.12	1.69%

Area Subtotal: Rec Center	703,004.56	84.61%
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Area: Aquatic center

Aquatic Mens	1,062.50	0.13%
Aquatic womans	1,948.75	0.23%

Area: Aquatic center roof

Roof1	16,223.19	1.95%
Roof2	53,150.84	6.40%

Area Subtotal: Aquatic center roof	69,374.03	8.35%
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Area Subtotal: Aquatic center	72,385.28	8.71%
Equipment	14,497.46	1.74%
General conditions	41,009.06	4.94%

Area Subtotal: Rec Center	830,896.36	100.00%
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Subtotal of Areas

830,896.36	100.00%
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Total	830,896.36	100.00%



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Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	25,022.25	2.47%
CLEANING	2,060.54	0.20%
CONCRETE & ASPHALT	58,114.81	5.74%
CONTENT MANIPULATION	2,400.00	0.24%
GENERAL DEMOLITION	39,941.63	3.95%
DOORS	3,402.09	0.34%
DRYWALL	22,813.07	2.25%
ELECTRICAL	17,205.38	1.70%
ELECTRICAL - SPECIAL SYSTEMS	15,364.20	1.52%
HEAVY EQUIPMENT	5,880.02	0.58%
EXCAVATION	667.80	0.07%
FLOOR COVERING - CARPET	99.80	0.01%
FLOOR COVERING - RESILIENT	331,505.58	32.75%
FLOOR COVERING - CERAMIC TILE	11,192.35	1.11%
FLOOR COVERING - VINYL	6,904.69	0.68%
FLOOR COVERING - WOOD	574.44	0.06%
PERMITS AND FEES	5,000.00	0.49%
FINISH CARPENTRY / TRIMWORK	1,328.79	0.13%
FRAMING & ROUGH CARPENTRY	4,065.10	0.40%
GLASS, GLAZING, & STOREFRONTS	70,690.16	6.98%
HEAT, VENT & AIR CONDITIONING	23,066.54	2.28%
INSULATION	3,024.95	0.30%
LABOR ONLY	35,640.00	3.52%
LIGHT FIXTURES	1,491.68	0.15%
MOISTURE PROTECTION	1,416.00	0.14%
MIRRORS & SHOWER DOORS	1,840.52	0.18%
PLUMBING	10,160.84	1.00%
PAINTING	18,932.55	1.87%
ROOFING	33,171.69	3.28%
TOILET & BATH ACCESSORIES	12,462.62	1.23%
TILE	36,282.67	3.58%
TEMPORARY REPAIRS	280.00	0.03%
USER DEFINED ITEMS	28,893.60	2.85%
O&P Items Subtotal	830,896.36	82.08%
Material Sales Tax	12,586.71	1.24%
Cleaning Mat Tax	2.58	0.00%
Overhead	84,348.91	8.33%
Profit	84,348.91	8.33%
Total Cleaning Tax	173.27	0.02%

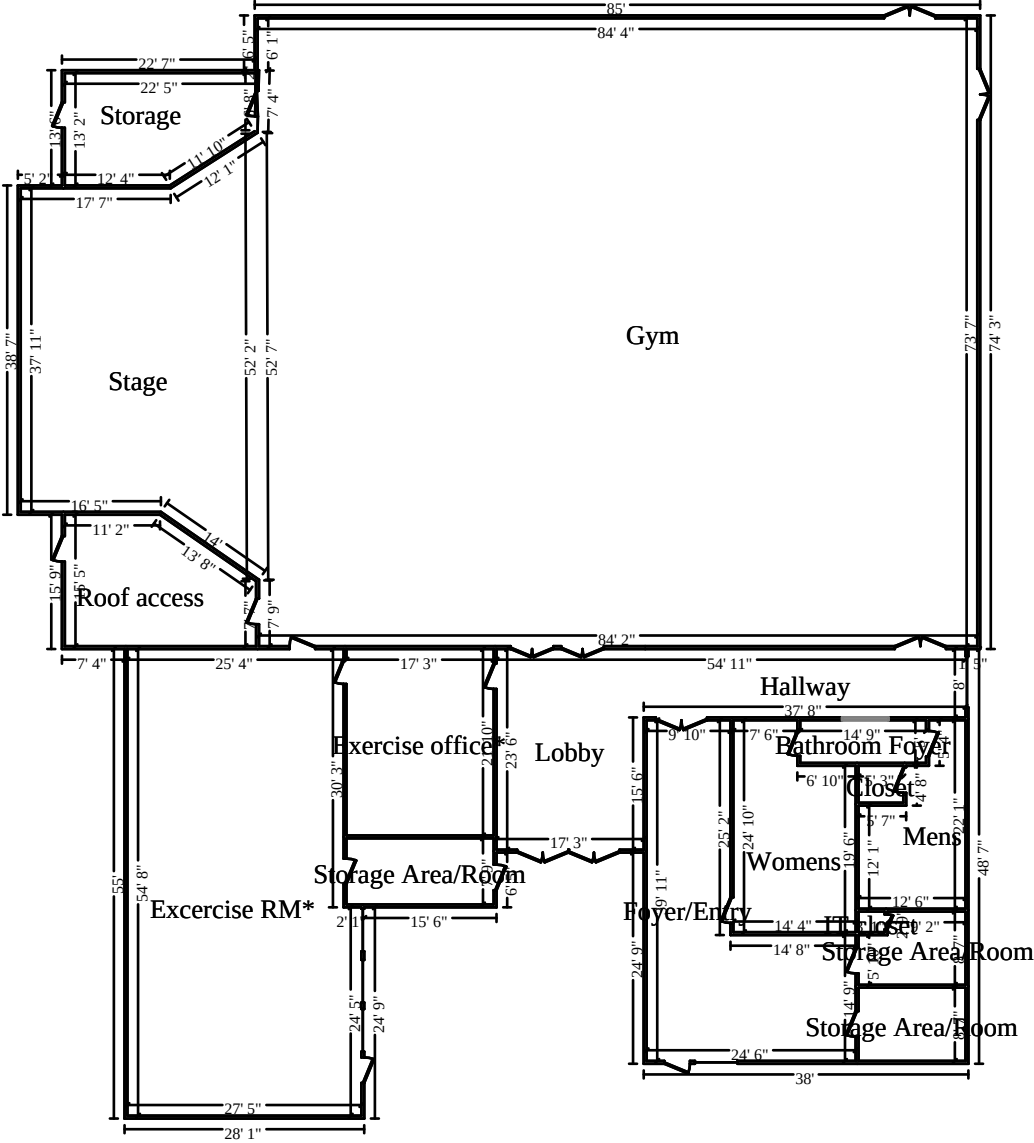


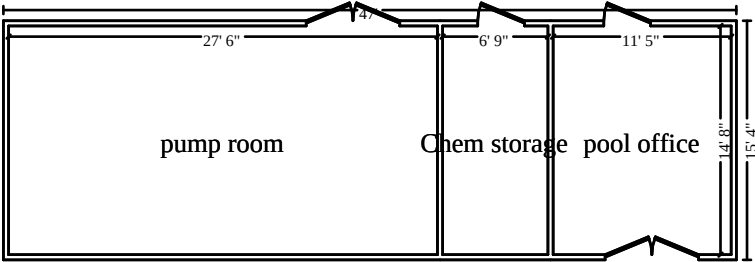
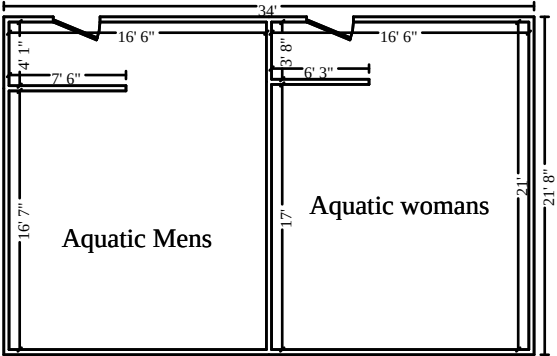
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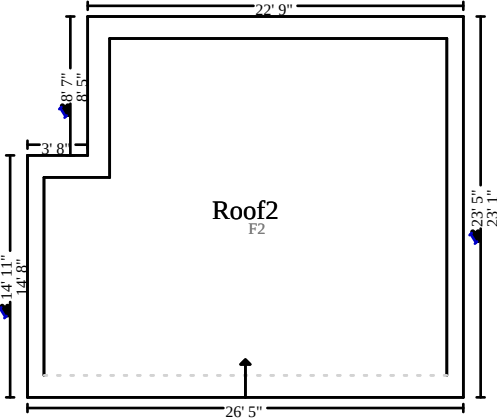
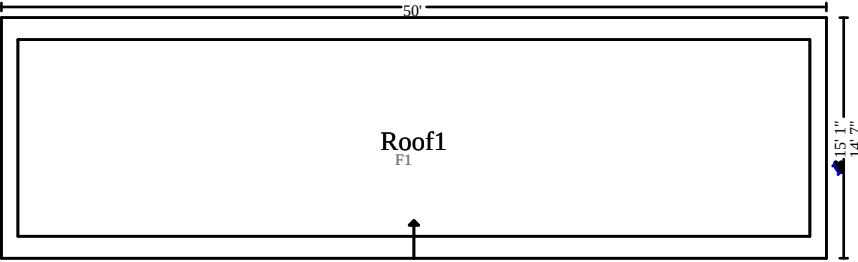
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Total	1,012,356.74	100.00%
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Cotton Commercial

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Client: CITY OF ST PETE BEACH_574107
Property: 7701 BOCA CIEGA DR
ST PETE BEACH, FL 33706

Operator: DAN.B2

Estimator: Dan Bickford

Type of Estimate:

Date Entered: 12/17/2024

Date Assigned:

Price List: FLSP8X_NOV24

Labor Efficiency: Restoration/Service/Remodel

Estimate: STPETE_WARRENWEBINTE

Thank you for allowing Cotton Global Disaster Solutions the opportunity to provide the following detailed line item estimate for the loss to the property located at the address above.

This estimate is for the Warren Webster Building interior repairs only.

Please note that assessment of damages are based on initial inspection and this estimate may change if additional damages are discovered while performing the listed scope items. If any additional repairs are required, a written supplemental change order will be provided, for approval, prior to any additional repairs being made. It is assumed that reasonable measures will be made to accommodate our staff to complete repairs in an efficient manner. Upon approval, Cotton is prepared to mobilize and begin the rebuild process. Please review this estimate at your convenience and do not hesitate to contact the Cotton Team with any questions.

Sincerely,

Dan Bickford
National Project Coordinator
Cotton Global Disaster Solutions
Cell: 281-505-8925
Email: dan.bickford@cottonteam.com



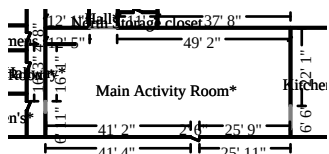
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STPETE_WARRENWEBINTE

Warren Webster

Warren webster



Main Activity Room*

Height: 8'

1,608.11 SF Walls	2,133.06 SF Ceiling
3,741.17 SF Walls & Ceiling	2,133.06 SF Floor
237.01 SY Flooring	199.42 LF Floor Perimeter
209.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 1" X 6' 8"

Opens into HALLWAY2

Missing Wall - Goes to Floor

6' 6" X 6' 8"

Opens into KITCHEN2

Missing Wall

7' 10" X 8'

Opens into HALL

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Mask and prep for paint - tape only (per LF)	209.00 LF	0.00	0.72	0.73	30.24	181.45
2. Floor protection - heavy paper and tape	627.00 SF	0.43	0.00	3.07	54.54	327.22
3. R&R 1/2" Cement board	402.03 SF	1.36	5.73	53.47	580.78	3,484.64
4. Texture drywall - light hand texture	45.00 SF	0.00	1.21	0.32	10.96	65.73
5. Seal/prime (1 coat) then paint (2 coats) the walls	1,608.11 SF	0.00	1.58	41.65	516.50	3,098.96
6. Paint door slab only - 2 coats (per side)	8.00 EA	0.00	45.71	5.80	74.30	445.78
7. Paint casing - two coats	66.00 LF	0.00	1.76	0.92	23.42	140.50
8. Paint door or window opening - 2 coats (per side)	4.00 EA	0.00	38.17	1.78	30.90	185.36
9. Paint fireplace hearth	60.00 SF	0.00	1.50	0.92	18.18	109.10
10. R&R French double doors - Exterior - Fiber glass unit	1.00 EA	39.21	2,786.36	109.02	586.92	3,521.51
11. Final cleaning - construction - Commercial	2,133.06 SF	0.00	0.30	53.75	127.98	821.65
Totals: Main Activity Room*				271.43	2,054.72	12,381.90



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Kitchen*

Height: 8'

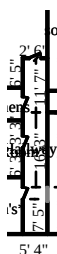
640.67 SF Walls	369.00 SF Ceiling
1,009.67 SF Walls & Ceiling	369.00 SF Floor
41.00 SY Flooring	79.00 LF Floor Perimeter
85.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

6' 6" X 6' 8"

Opens into MAIN_ACTIVI2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
12. Floor protection - heavy paper and tape	256.50 SF	0.43	0.00	1.26	22.32	133.88
13. Mask and prep for paint - tape only (per LF)	85.50 LF	0.00	0.72	0.30	12.38	74.24
14. Paint door or window opening - 2 coats (per side)	4.00 EA	0.00	38.17	1.78	30.90	185.36
15. Seal/prime (1 coat) then paint (2 coats) the walls	640.67 SF	0.00	1.58	16.59	205.78	1,234.63
16. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.71	1.45	18.58	111.45
17. Paint casing - oversized - two coats	24.00 LF	0.00	1.90	0.47	9.22	55.29
18. Seal & paint door or window opening - Large (per side)	2.00 EA	0.00	47.56	1.42	19.30	115.84
19. Final cleaning - construction - Commercial	369.00 SF	0.00	0.30	9.30	22.14	142.14
Totals: Kitchen*				32.57	340.62	2,052.83



Hallway*

Height: 8'

664.78 SF Walls	189.17 SF Ceiling
853.94 SF Walls & Ceiling	189.17 SF Floor
21.02 SY Flooring	82.58 LF Floor Perimeter
85.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 1" X 6' 8"

Opens into MAIN_ACTIVI2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
20. Floor protection - heavy paper and tape	257.00 SF	0.43	0.00	1.26	22.36	134.13
21. Mask and prep for paint - tape only (per LF)	85.67 LF	0.00	0.72	0.30	12.40	74.38
22. Seal/prime (1 coat) then paint (2 coats) the walls	664.78 SF	0.00	1.58	17.22	213.52	1,281.09

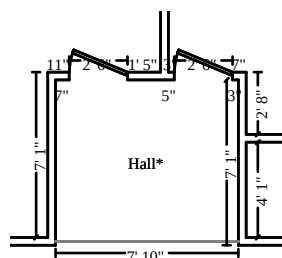


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CONTINUED - Hallway*

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
23. Final cleaning - construction - Commercial	189.17 SF	0.00	0.30	4.76	11.36	72.87
Totals: Hallway*				23.54	259.64	1,562.47



Hall*

Height: 8'

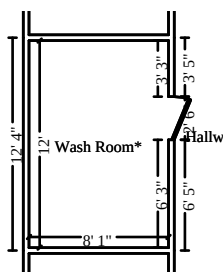
176.00 SF Walls	54.18 SF Ceiling
230.18 SF Walls & Ceiling	54.18 SF Floor
6.02 SY Flooring	22.00 LF Floor Perimeter
22.00 LF Ceil. Perimeter	

Missing Wall

7' 10" X 8'

Opens into MAIN_ACTIVI2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
24. Floor protection - heavy paper and tape	66.00 SF	0.43	0.00	0.32	5.74	34.44
25. Mask and prep for paint - tape only (per LF)	22.00 LF	0.00	0.72	0.08	3.18	19.10
26. R&R 1/2" Cement board	44.00 SF	1.36	5.73	5.85	63.56	381.37
27. Texture drywall - light hand texture	88.00 SF	0.00	1.21	0.62	21.42	128.52
28. Paint door slab only - 2 coats (per side)	6.00 EA	0.00	45.71	4.35	55.74	334.35
29. Paint casing - oversized - two coats	66.00 LF	0.00	1.90	1.29	25.34	152.03
30. Seal & paint door or window opening - Large (per side)	9.00 EA	0.00	47.56	6.38	86.88	521.30
31. Seal/prime (1 coat) then paint (2 coats) the walls	176.00 SF	0.00	1.58	4.56	56.54	339.18
32. Final cleaning - construction - Commercial	54.18 SF	0.00	0.30	1.37	3.26	20.88
Totals: Hall*				24.82	321.66	1,931.17



Wash Room*

Height: 8'

321.33 SF Walls	97.00 SF Ceiling
418.33 SF Walls & Ceiling	97.00 SF Floor
10.78 SY Flooring	40.17 LF Floor Perimeter
40.17 LF Ceil. Perimeter	

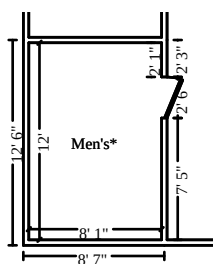


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CONTINUED - Wash Room*

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
33. Floor protection - heavy paper and tape	120.50 SF	0.43	0.00	0.59	10.48	62.89
34. Mask and prep for paint - tape only (per LF)	40.17 LF	0.00	0.72	0.14	5.80	34.86
35. R&R 1/2" Cement board	40.17 SF	1.36	5.73	5.34	58.02	348.16
36. Texture drywall - light hand texture	160.67 SF	0.00	1.21	1.12	39.10	234.63
37. Paint door slab only - 2 coats (per side)	6.00 EA	0.00	45.71	4.35	55.74	334.35
38. Paint casing - oversized - two coats	66.00 LF	0.00	1.90	1.29	25.34	152.03
39. Seal & paint door or window opening - Large (per side)	9.00 EA	0.00	47.56	6.38	86.88	521.30
40. Seal/prime (1 coat) then paint (2 coats) the walls	321.33 SF	0.00	1.58	8.32	103.20	619.22
41. R&R Exterior door slab - Firerglass	1.00 EA	15.41	589.24	31.50	127.22	763.37
42. Door knob - interior -	1.00 EA	0.00	133.70	7.74	28.28	169.72
43. R&R Steel door frame - 3' opening	1.00 EA	26.96	408.65	23.52	91.84	550.97
44. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	38.17	0.44	7.72	46.33
45. Paint casing - two coats	34.00 LF	0.00	1.76	0.48	12.06	72.38
46. Final cleaning - construction - Commercial	97.00 SF	0.00	0.30	2.45	5.82	37.37
Totals: Wash Room*				93.66	657.50	3,947.58



Men's*

Height: 8'

321.33 SF Walls	97.00 SF Ceiling
418.33 SF Walls & Ceiling	97.00 SF Floor
10.78 SY Flooring	40.17 LF Floor Perimeter
40.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
47. R&R Exterior door slab - Firerglass	1.00 EA	15.41	589.24	31.50	127.22	763.37
48. Door knob - interior -	1.00 EA	0.00	133.70	7.74	28.28	169.72
49. R&R Steel door frame - 3' opening	1.00 EA	26.96	408.65	23.52	91.84	550.97
50. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.71	1.45	18.58	111.45
51. Paint casing - two coats	34.00 LF	0.00	1.76	0.48	12.06	72.38

STPETE_WARRENWEBINTE

4/7/2025

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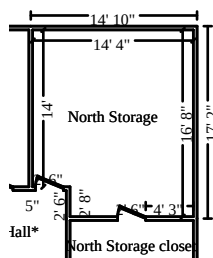


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CONTINUED - Men's*

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
52. Final cleaning - construction - Commercial	97.00 SF	0.00	0.30	2.45	5.82	37.37
Totals: Men's*				67.14	283.80	1,705.26



North Storage

Height: 8'

496.00 SF Walls	230.00 SF Ceiling
726.00 SF Walls & Ceiling	230.00 SF Floor
25.56 SY Flooring	62.00 LF Floor Perimeter
62.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
53. R&R Rigid foam insulation board - 3/4"	124.00 SF	0.46	1.21	7.38	42.88	257.34
54. Floor protection - heavy paper and tape	186.00 SF	0.43	0.00	0.91	16.18	97.07
55. Mask and prep for paint - tape only (per LF)	62.00 LF	0.00	0.72	0.22	8.96	53.82
56. R&R 1/2" Cement board	124.00 SF	1.36	5.73	16.49	179.12	1,074.77
57. Seal/prime (1 coat) then paint (2 coats) the walls	496.00 SF	0.00	1.58	12.85	159.32	955.85
58. Paint door slab only - 2 coats (per side)	8.00 EA	0.00	45.71	5.80	74.30	445.78
59. Paint casing - two coats	66.00 LF	0.00	1.76	0.92	23.42	140.50
60. Paint door or window opening - 2 coats (per side)	4.00 EA	0.00	38.17	1.78	30.90	185.36
61. Texture drywall - light hand texture	248.00 SF	0.00	1.21	1.74	60.36	362.18
62. R&R Outlet	4.00 EA	13.32	18.89	0.61	25.90	155.35
63. General Demolition - per hour	16.00 HR	65.14	0.00	0.00	208.44	1,250.68
This is tear out wood stud common walls between two storage areas and make them one storage area. also remove one HVAC duct in closet of storage room closet.						
64. Epoxy finish - two coats over concrete floor	70.00 SF	0.00	7.37	2.74	103.72	622.36
Once walls in the North and South storage are removed repair missing epoxy under removed soul place 2 x 4.						
65. ACOUSTICAL TREATMENTS	1.00 EA	0.00	2,200.00	63.14	452.62	2,715.76
Repair/ replace areas where walls met ceiling after walls were removed.						
66. Final cleaning - construction - Commercial	230.00 SF	0.00	0.30	5.80	13.80	88.60

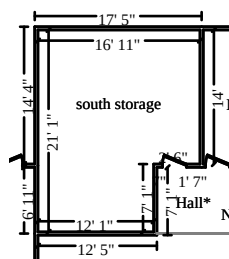


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CONTINUED - North Storage

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: North Storage				120.38	1,399.92	8,405.42

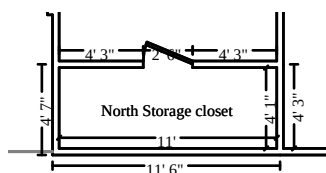


south storage

Height: 8'

608.00 SF Walls	322.42 SF Ceiling
930.42 SF Walls & Ceiling	322.42 SF Floor
35.82 SY Flooring	76.00 LF Floor Perimeter
76.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
67. Floor protection - heavy paper and tape	228.00 SF	0.43	0.00	1.12	19.82	118.98
68. R&R Rigid foam insulation board - 3/4"	152.00 SF	0.46	1.21	9.04	52.56	315.44
69. Mask and prep for paint - tape only (per LF)	76.00 LF	0.00	0.72	0.27	11.00	65.99
70. R&R 1/2" Cement board	152.00 SF	1.36	5.73	20.22	219.58	1,317.48
71. Seal/prime (1 coat) then paint (2 coats) the walls	608.00 SF	0.00	1.58	15.75	195.28	1,171.67
72. Paint door slab only - 2 coats (per side)	8.00 EA	0.00	45.71	5.80	74.30	445.78
73. Paint casing - two coats	66.00 LF	0.00	1.76	0.92	23.42	140.50
74. Paint door or window opening - 2 coats (per side)	4.00 EA	0.00	38.17	1.78	30.90	185.36
75. Texture drywall - light hand texture	304.00 SF	0.00	1.21	2.13	73.98	443.95
76. R&R Outlet	4.00 EA	13.32	18.89	0.61	25.90	155.35
77. Final cleaning - construction - Commercial	322.42 SF	0.00	0.30	8.12	19.34	124.19
Totals: south storage				65.76	746.08	4,484.69



North Storage closet

Height: 8'

241.33 SF Walls	44.92 SF Ceiling
286.25 SF Walls & Ceiling	44.92 SF Floor
4.99 SY Flooring	30.17 LF Floor Perimeter
30.17 LF Ceil. Perimeter	

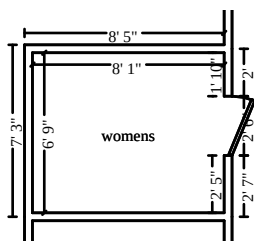


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CONTINUED - North Storage closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
78. R&R Rigid foam insulation board - 3/4"	60.33 SF	0.46	1.21	3.59	20.88	125.22
79. Floor protection - heavy paper and tape	90.50 SF	0.43	0.00	0.44	7.86	47.22
80. Mask and prep for paint - tape only (per LF)	30.17 LF	0.00	0.72	0.11	4.36	26.19
81. R&R 1/2" Cement board	60.33 SF	1.36	5.73	8.02	87.16	522.92
82. Seal/prime (1 coat) then paint (2 coats) the walls	241.33 SF	0.00	1.58	6.25	77.52	465.07
83. Paint door slab only - 2 coats (per side)	8.00 EA	0.00	45.71	5.80	74.30	445.78
84. Paint casing - two coats	66.00 LF	0.00	1.76	0.92	23.42	140.50
85. Paint door or window opening - 2 coats (per side)	4.00 EA	0.00	38.17	1.78	30.90	185.36
86. Texture drywall - light hand texture	120.67 SF	0.00	1.21	0.84	29.36	176.21
87. Floor protection - cardboard and tape	44.92 SF	0.64	0.00	0.88	5.94	35.57
88. R&R Outlet	4.00 EA	13.32	18.89	0.61	25.90	155.35
89. Final cleaning - construction - Commercial	44.92 SF	0.00	0.30	1.13	2.70	17.31
Totals: North Storage closet				30.37	390.30	2,342.70



womens

Height: 8'

237.33 SF Walls	54.56 SF Ceiling
291.90 SF Walls & Ceiling	54.56 SF Floor
6.06 SY Flooring	29.67 LF Floor Perimeter
29.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
90. R&R Exterior door slab - Firerglass	1.00 EA	15.41	589.24	31.50	127.22	763.37
91. Door knob - interior -	1.00 EA	0.00	133.70	7.74	28.28	169.72
92. R&R Steel door frame - 3' opening	1.00 EA	26.96	408.65	23.52	91.84	550.97
93. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	45.71	1.45	18.58	111.45
94. Paint casing - two coats	34.00 LF	0.00	1.76	0.48	12.06	72.38
95. Final cleaning - construction - Commercial	54.56 SF	0.00	0.30	1.38	3.28	21.03



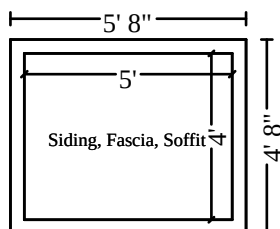
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CONTINUED - womens

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: womens				66.07	281.26	1,688.92
Total: Warren webster				795.74	6,735.50	40,502.94

Exterior



Siding, Fascia, Soffit

Height: 8'

144.00 SF Walls	20.00 SF Ceiling
164.00 SF Walls & Ceiling	20.00 SF Floor
2.22 SY Flooring	18.00 LF Floor Perimeter
18.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
96. R&R Siding - hardboard - lap pattern - 8"	90.00 SF	0.62	4.89	15.18	102.22	613.30
97. R&R Siding trim - 1" x 4" fiber cement trim board	12.00 LF	0.48	5.81	1.29	15.36	92.13
98. Exterior - paint two coats	500.00 SF	0.00	1.40	14.70	142.94	857.64
Totals: Siding, Fascia, Soffit				31.17	260.52	1,563.07
Total: Exterior				31.17	260.52	1,563.07

Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
99. Temporary toilet - Minimum rental charge	1.00 EA	0.00	120.00	0.00	24.00	144.00
100. Temporary hand washing station - Minimum rental charge	1.00 EA	0.00	160.00	0.00	32.00	192.00
101. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	765.00	0.00	0.00	153.00	918.00
Totals: Equipment				0.00	209.00	1,254.00

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
102. General Laborer - per hour	10.00 HR	0.00	60.00	0.00	120.00	720.00



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CONTINUED - General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1 worker 2 Hours a day for 5 days, for continuous daily site maintenance and clean up, and material handling.						
103. Commercial Supervision / Project Management - per hour	50.00 HR	0.00	77.78	0.00	777.80	4,666.80
Totals: General Conditions				0.00	897.80	5,386.80
Total: Warren Webster				826.91	8,102.82	48,706.81
Line Item Totals: STPETE_WARRENWEBINTE				826.91	8,102.82	48,706.81

Grand Total Areas:

6,090.89 SF Walls	4,035.64 SF Ceiling	10,126.53 SF Walls and Ceiling
4,035.64 SF Floor	448.40 SY Flooring	757.17 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	782.33 LF Ceil. Perimeter
4,035.64 Floor Area	4,234.53 Total Area	6,225.56 Interior Wall Area
3,608.00 Exterior Wall Area	405.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Cotton Commercial

Cotton Commercial USA, Inc
Florida GC License CGC1534674

Summary

Line Item Total	39,777.08
Material Sales Tax	736.40
Subtotal	40,513.48
Overhead	4,051.41
Profit	4,051.41
Total Cleaning Tax	90.51
Replacement Cost Value	\$48,706.81
Net Claim	\$48,706.81

Dan Bickford



Cotton Commercial

Cotton Commercial USA, Inc
Florida GC License CGC1534674

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mat Tax (7%)	Total Cleaning Tax (7%)	Laundrying Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7%)
Line Items	4,051.41	4,051.41	736.40	0.00	90.51	0.00	0.00	0.00
Total	4,051.41	4,051.41	736.40	0.00	90.51	0.00	0.00	0.00



Cotton Commercial

Cotton Commercial USA, Inc
Florida GC License CGC1534674

Recap by Room

Estimate: STPETE_WARRENWEBINTE

Area: Warren Webster

Area: Warren webster

Main Activity Room*	10,055.75	25.28%
Kitchen*	1,679.64	4.22%
Hallway*	1,279.29	3.22%
Hall*	1,584.69	3.98%
Wash Room*	3,196.42	8.04%
Men's*	1,354.32	3.40%
North Storage	6,885.12	17.31%
south storage	3,672.85	9.23%
North Storage closet	1,922.03	4.83%
womens	1,341.59	3.37%

Area Subtotal: Warren webster	32,971.70	82.89%
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Area: Exterior

Siding, Fascia, Soffit	1,271.38	3.20%
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Area Subtotal: Exterior	1,271.38	3.20%
Equipment	1,045.00	2.63%
General Conditions	4,489.00	11.29%

Area Subtotal: Warren Webster	39,777.08	100.00%
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Subtotal of Areas	39,777.08	100.00%
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Total	39,777.08	100.00%
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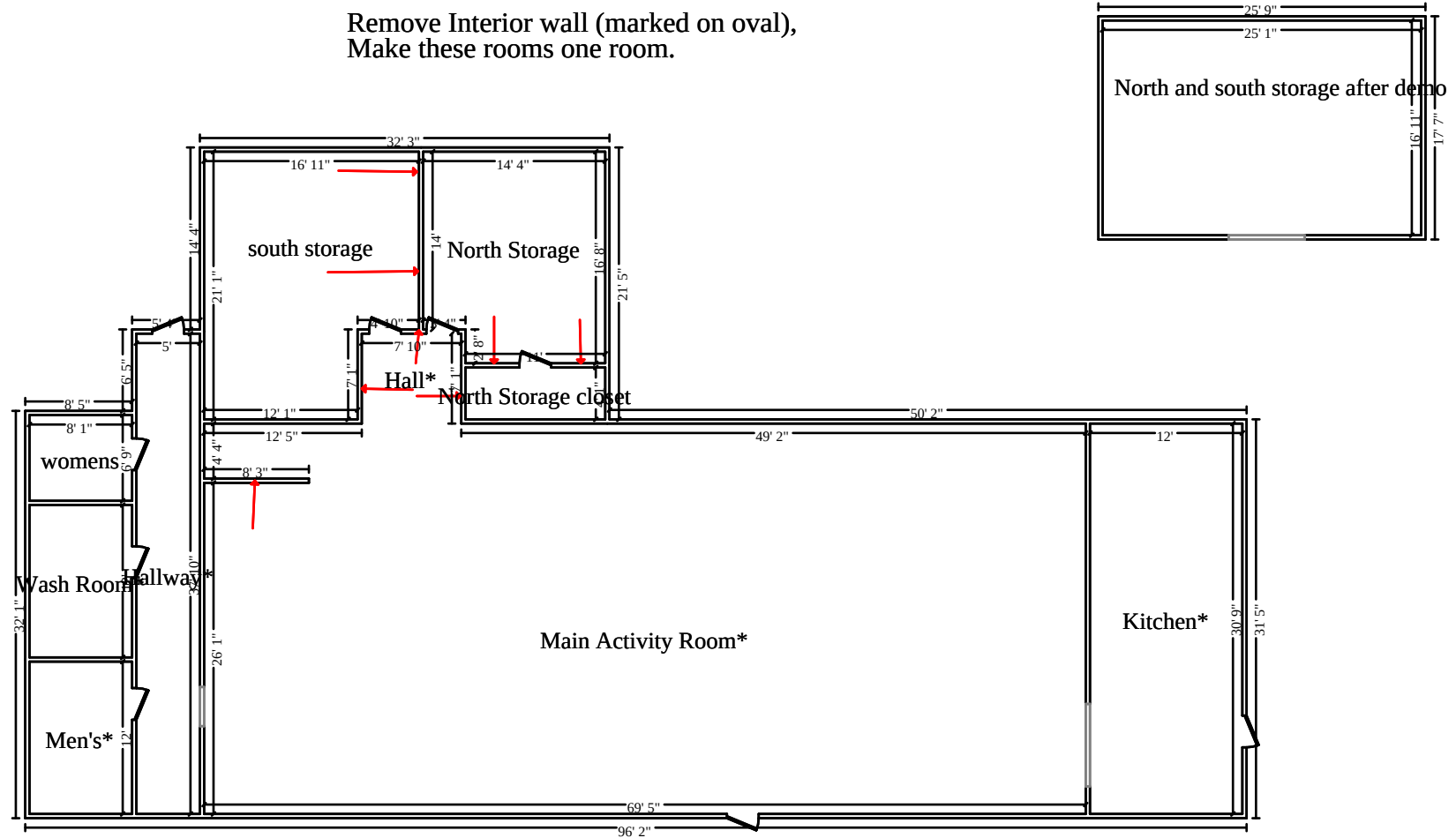
Cotton Commercial

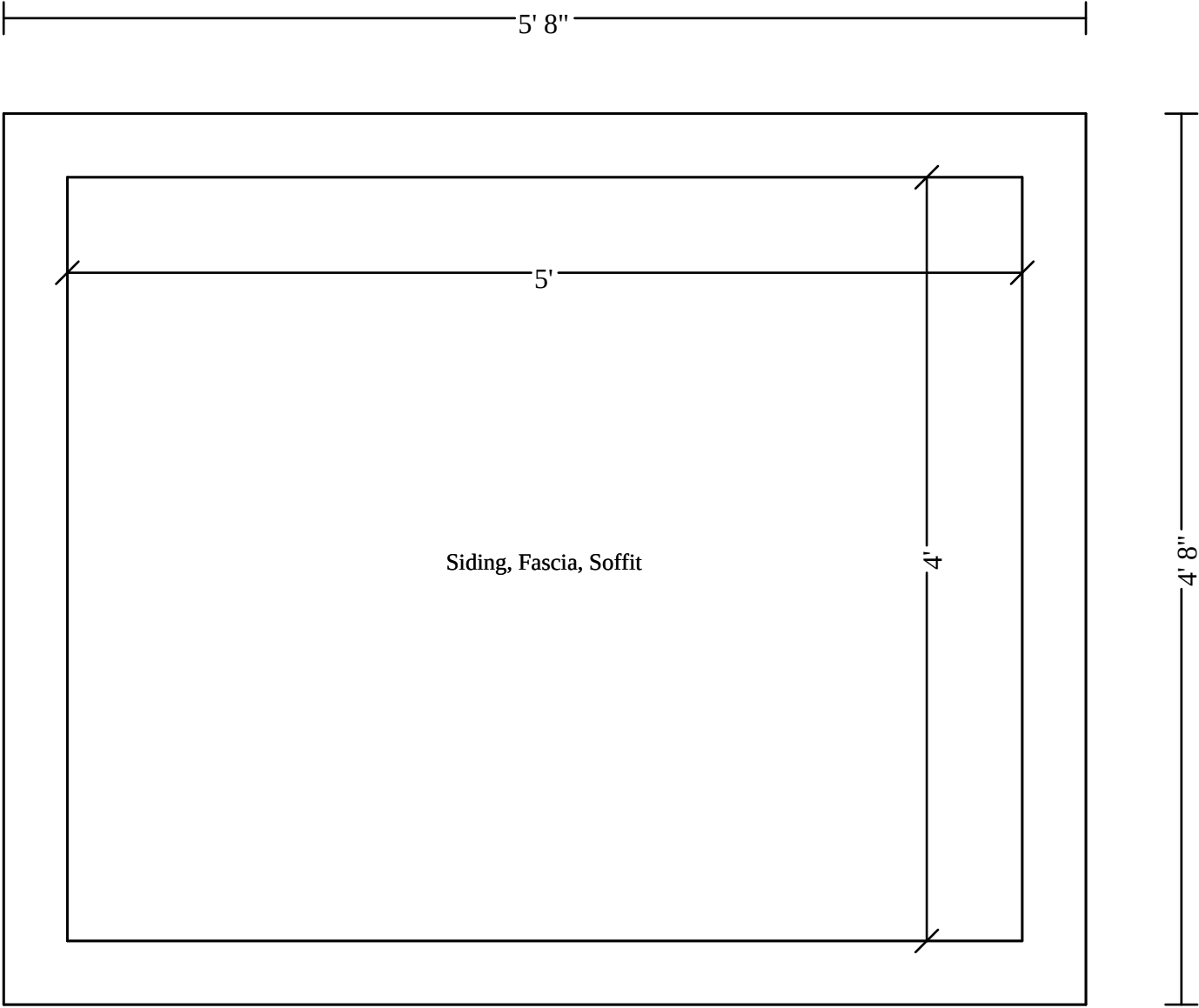
Cotton Commercial USA, Inc
Florida GC License CGC1534674

Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	2,200.00	4.52%
CLEANING	1,077.40	2.21%
CONCRETE & ASPHALT	515.90	1.06%
GENERAL DEMOLITION	4,284.62	8.80%
DOORS	5,780.03	11.87%
DRYWALL	1,169.27	2.40%
ELECTRICAL	226.68	0.47%
FINISH HARDWARE	401.10	0.82%
INSULATION	406.96	0.84%
LABOR ONLY	4,489.00	9.22%
PAINTING	13,723.21	28.18%
SIDING	509.82	1.05%
TILE	4,713.09	9.68%
TEMPORARY REPAIRS	280.00	0.57%
O&P Items Subtotal	39,777.08	81.67%
Material Sales Tax	736.40	1.51%
Overhead	4,051.41	8.32%
Profit	4,051.41	8.32%
Total Cleaning Tax	90.51	0.19%
Total	48,706.81	100.00%

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MEMORANDUM

To: Adam Poirrier, Assitant City Manager, Camden Mills, Public Services Director
and Mandy Edmunds, Recreation Director.

From: Eileen Torres, Operations Manager

Date: March 11, 2025

Re: Hurricane Helene & Hurricane Milton and the City Hall Building Scope of Work
needed to bring the building back to pre-storm

Hurricane Helene

On September 26, 2024, Hurricane Helene made landfall in Florida, causing catastrophic damage and flooding. While the City Hall building itself did not sustain structural damage, it experienced a power outage from September 26 through Sunday September 29th. Additionally, exterior electrical outlets were submerged in water, and two electric vehicle charging stations located in the parking lot sustained damage due to saltwater intrusion.

Scope of Work

- Replace all exterior electrical outlets evaluate if any can be raised at a higher level
- Replace the two electric vehicle charging stations

Hurricane Milton

On October 9, 2024, Hurricane Milton impacted the State of Florida with high winds, wind-driven rain, and flying debris. The St. Pete Beach City Hall building sustained damage from the strong winds, which lifted, cracked, and broke sections of the barrel tile roofing, exposing the underlayment. Additionally, the soffit along the perimeter of the roof was blown out, insulation was displaced, and the handicap ramp railing was bent.

Inside the building, wind and rain penetrated the first floor through the automatic sliding doors, which are not watertight. As a result, rainwater reached the reception desk in the lobby and spread into the Community Development Department, passing beyond the counter, soaking the carpet, and eventually reaching the two reception desks located behind the counter.

Additionally, the building experienced a power outage, causing the IT server room's mini-split system to fail. To prevent system failure and ensure proper cooling, an emergency replacement was installed. A temporary generator was also deployed to provide power for essential operations, allowing staff to continue working from the building.

Scope of Work

Exterior

Roof

- Repair/ replace barrel tile roof
- Replace insulation
- Replace soffit

Handicap ramp

- Repair/replace handicap rail

Interior

- Clean tile flooring
- Clean and dry carpet
- Replace mini-split to server room

*****Cost if the City decided to replace the tile roof with metal roof of the same color if the existing clay tiles no longer exist**



MEMORANDUM

To: Adam Poirrier, Assitant City Manager, Camden Mills, Public Services Director
and Mandy Edmunds, Recreation Director.

From: Eileen Torres, Operations Manager

Date: March 12, 2025

Re: Hurricane Helene and the Don Vista Cultural Art Center Narrative and Scope of
work needed to bring the building back to pre-storm

On September 26, 2024 Hurricane Helene made landfall in Florida causing catastrophic damage and flooding. City of St. Pete Beach Don Vista Cultural Arts Center was under 3.5ft of water, as indicated by the waterline in the interior of the both buildings. The flooding resulted from rapid storm surge submerging the area for several hours.

The Don Vista Cultural Arts Center suffered extensive damage due to saturation of salt water which includes but not limited to, electrical outlets, components for (1) elevator, drywall, bathroom fixtures and plumbing, HVAC and ductwork systems, door replacement, window replacement and interior staircase replacement.

Hurricane Helene Scope of Work

Gallery Building

- Electric outside the exterior of the building
- Replace door hinges of the entrance door on the Don Cesar parking lot side

**Mold Mitigated November 12th through November 15th

Foyer

- Replace drywall
- Replace electric
- Replace Window frame and trim
- Replace flooring and trim
- Paint

Main Room

- Replace HVAC
- Replace HVAC ductwork
- Replace drywall
- Replace flooring and trim
- Clean and seal fireplace
- Replace door hinges to the entrance door on the parking lot side
- paint

Electrical room

- Replace drywall
- Replace flooring
- Replace plumbing
- Replace small sink
- Replace electric
- Replace door
- Paint

Storage Room

- Replace drywall
- Replace flooring
- Replace door
- Paint

Restroom

- Replace drywall
- Replace plumbing
- Replace toilet
- Replace sink/vanity
- Replace mirror
- Replace toilet paper holder
- Replace paper towel holder
- Replace Flooring
- Replace door

- Paint

Stairwell

- Replace entrance door to stairwell
- Replace flooring
- Replace drywall area of the 1st four steps
- Replace 1st four steps
- Replace exit door

Art Center Building

****Mold Mitigated November 12th through November 15th**

- Electric outside the exterior of the building
- Replace door hinges of the entrance door on the Don Cesar parking lot side

Foyer

- Replace drywall

Main Hallway

- Replace drywall
- Replace water fountain
- Replace electric
- Clean floors
- Paint

Staircase

- Replace drywall up to four stairs
- Replace 1st four stairs tread
- Paint

Room A

- Replace electric
- Replace drywall
- Replace glass door hinges that lead to the patio
- Replace window trimming and frame work
- Replace data ports
- Paint
- Clean floors

Lounge

- Replace entrance door

- Replace vented HVAC door
- Replace HVAC handler and unit
- Replace ductwork associated with the HVAC system
- Replace drywall
- Replace upper and lower cabinets
- Replace refrigerator
- Replace plumbing
- Replace sink and counter top
- Replace window trim and frame
- Paint
- Clean floor

Janitors Closet

- Replace door
- Replace plumbing
- Replace hotwater heater
- Replace slop sink
- Replace drywall and tile (around the slop sink area only)
- Paint
- Clean floor

Electrical Room

- Replace door
- Clean
- Paint

Parking lot entrance door

- Replace drywall on each side of the door
- Replace entry door hinges

Elevator

- Repair of the Elevator components that were under salt water

Hallway to Main craft Room

- Replace drywall
- Replace electric
- Replace exterior hose bib from the hallway
- Clean floors
- paint

Womens Restroom

- Replace drywall
- Replace plumbing
- Replace toilet
- Replace sink & cabinet
- Replace metal framing for fire panel
- Replace entrance door
- Clean floors
- Paint

Men's Room

- Replace drywall
- Replace plumbing
- Replace toilet
- Replace sink & cabinet
- Replace entrance door
- Clean floors
- Paint

Storage room for Main Craft Room

- Replace door
- Replace electric
- Clean floor
- Paint

Main Craft Room

- Replace entrance door
- Replace electric
- Replace window frame and trim
- Replace plumbing
- Replace art sink
- Replace counter tops
- Replace cabinetry
- Replace exit door
- Clean floor
- Paint

Mechanical Room

- Replace door
- Replace HVAC handler and unit
- Replace drywall

- Replace electric
- Clean flooring
- Paint

Kiln Room

- Replace drywall
- Replace electric
- Replace metal framing abutted to the HVAC room
- Clean floor paint

Upstairs 2nd floor Gallery

- Replace drywall in the ceiling
- Replace insulation
- Replace ductwork
- Replace lighting



MEMORANDUM

To: Adam Poirrier, Assitant City Manager, Camden Mills, Public Services Director and Mandy Edmunds, Recreation Director.

From: Eileen Torres, Operations Manager

Date: March 12, 2025

Re: Hurricane Helene & Hurricane Milton and the Public Services Building Narrative and Scope of Work needed to bring the building back to pre-storm

On September 26, 2024 Hurricane Helene made landfall in Florida causing catastrophic damage and flooding. City of St. Pete Beach Public Service Building was under 3.5ft of water, as indicated by the waterline in the interior of the lobby and buildings bays. The flooding resulted from rapid storm surge submerging the area for several hours.

The Public Service building suffered extensive damage due to saturation of salt water which includes but not limited to, electrical outlets, components for (1) elevator, mechanical room, replacement of ice machine, drywall, replacement of electric next to the ice machine, replacement of doors (4) in the lobby area (entrance door to building, door to storm/waste water bay, door to ice machine room and door to elevator mechanical room) (2) double doors to the storage room, (1) storm/wastewater bay, (1) Beaches bay, (1) Facilities bay (2) interior double doors to facility office, (1) Streets/Sign shop (2) interior double doors to the printer/office, (1) interior door to Mechanics bay (1) exterior door to mechanics bay, replacement of back stairwell flooring and trim, replacement of the 1st level stairs and landing and the replacement of content lost in each bay.

Hurricane Helene Scope of Work

Main Entrance Lobby

- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace tile flooring with non-slip epoxy flooring (Mitigate future damage from flooding)
- Replace entrance door
- Replace ceiling system
- Replace corroded pipes (Mitigate future damage from flooding)
- Paint
- Enclose doorway leading into Bay 2
- Install new tapcard restricted door leading into Bay 1

Ice Machine Room

- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace tile flooring with non-slip epoxy flooring (Mitigate future damage from flooding)
- Replace entrance door (request for tapcard restricted door to mitigate public access)
- Replace ceiling system
- Replace and raise electrical outlets (Mitigate future damage from flooding)
- Replace safety light
- Paint

Elevator

- **TK Elevator will be handling the work to restore the elevator back to pre-storm** (Request for tapcard restricted elevator to mitigate public access)

Mechanical Room

- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace tile flooring with non-slip epoxy flooring (Mitigate future damage from flooding)
- Replace entrance door
- Replace and raise electrical outlets (Mitigate future damage from flooding)
- Paint
- **Mechanical equipment will be replaced by TK Elevator**

Bays

Storage Room(Bay 1)

- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace wall that divides the storage room from Bay 2 (known as Storm/Wastewater bay)
- Update epoxy flooring (Mitigate future damage from flooding)
- Enclose two walls that have open ventilation
- Install HVAC system

Stormwater/Wastewater Bay (Bay 2)

- No drywall replacement between Bay 2 & 3
- Update epoxy flooring
- Replace entry door
- Paint

Beaches Bay (Bay 3)

- Replace drywall with Hardy board or water resistant in lieu of drywall between Bay 3 and 4 (Mitigate future damage from flooding)
- Expand wall from Bay 4 into Bay 3
- Add entry door
- Update epoxy flooring
- Replace entrance door that goes out to the parking lot
- Paint

Storage Room (located in Beaches Bay) (Bay 3)

- Replace drywall with Hardy board or water resistant in lieu of drywall between Bay 3 and 4 (Mitigate future damage from flooding)
- Update epoxy flooring
- Paint

Back Stairwell

- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace flooring
- Replace baseboards
- Replace ceiling
- Paint

1st Flight of Stairs

- Replace riser and tread
- Paint handrail
- Paint walls

2nd Flight of Stairs

- Paint Walls
- Paint handrail

Facility Maintenance Office (Bay 4)

- Replace entrance door that leads to the parking lot

- Add double-doorway to shared wall between room and Bay 3 for access from Bay 3
- Replace drywall with Hardy board or water resistant in lieu of drywall between office and Bay 4 & Bay 5 (Mitigate future damage from flooding)
- Update epoxy flooring
- Add 3 network drops
- Paint

Facility Bay (Bay 4)

- Update epoxy flooring
- Replace drywall with Hardy board or water resistant in lieu of drywall between office and Bay 5 & Bay 6 (Mitigate future damage from flooding)

Streets/Sign Shop Office (Bay 5)

- Update epoxy Flooring
- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Close off entry and move entry into to the side of the office
- Replace entry door that leads into the parking lot
- Add 3 network drops
- Paint

Streets Bay (Bay 5)

- Update epoxy flooring
- Paint

Mechanics Bay (Bay 6)

- Update epoxy flooring
- Replace door from mechanics bay to streets bay
- Replace side door that leads to the outside bay
- Remove stairwell into the Streets Bay to align with shared wall between Bay 4 and Bay 5
- Insulate exposed electrical located outside the Fleet Bay
- Replace electrical panel
- Remove old AC Unit from wall and close off the wall
- Paint

Exterior of the Building (Outside of Bay 6)

- Remove lean-to and replace with retractable sunshade
- Install concrete pad
- Install 4 point vehicle lift

Western Entrance Gate

- Replace Controller

- Replace motor

Hurricane Milton

Exterior of the Building

Roof

- Full re-roof using the City existing design to raise the roof

Gutter

- Replace entire gutter system

Stucco

- Repair the stucco of the entire building

Interior of the Building

Directors Office

- Replace 3 windows
- Replace window frames
- Replace electrical under the windows
- Replace drywall
- Replace flooring
- Add 3 network drops
- Paint

Maps Room

- Replace Floor
- Add 2 network drops

Administrative Entrance Door

- Reframe entrance door
- Replace entrance door

Administrative Reception

- Replace windows
- Reframe the windows
- Paint
- Replace flooring

Kitchen

- Replace ceiling tiles
- Replace entry door to the loft
- Replace drywall

Outside Scope of Work

- City would like a quote to replace all flooring on the Administrative Floor to a water proof vinyl flooring or Non-slip epoxy flooring (Mitigate future damage from flooding)
- City would like a quote to paint the entire Administrative Floor
- City Quote for metal roofing instead of tile roof



MEMORANDUM

To: Adam Poirrier, Assitant City Manager, Camden Mills, Public Services Director
Mandy Edmunds, Recreation Director Mary Sullivent, PDMG,

From: Eileen Torres, Operations Manager

Date: March 6, 2025

Re: Hurricane Helene & Hurricane Milton and the Recreation Center Complex Scope of Work needed to bring the building back to pre-storm

On September 26, 2024 Hurricane Helene made landfall in Florida causing catastrophic damage and flooding. City of St. Pete Beach Recreational Complex was under 3.5ft of water, as indicated by the waterline on the exterior and interior of the buildings. The flooding resulted from rapid storm surge followed by a King Tide submerging the area for several hours.

The Recreation building suffered extensive damage from Hurricane Helene, rendering the building inoperable in its current condition damages. Due to saturation of salt water the electrical lines shorted out and all electrical interior and exterior equipment located below this level must be replaced. Additional damage and replacement include 5 types of flooring, drywall, ac duct work, Replacement of doors, plumbing, bathroom fixtures, ceiling system

Hurricane Helene Scope of Work Recreation Center

Fitness Room

- Remove existing frame
- Remove concrete slab and replace

- Replace frame with resilient pony wall with hurricane resistant glass (Mitigate future damage from flooding)
- Replace floor with recycled content antimicrobial flooring,
- Raise and replace electrical outlets (Mitigate future electrical damage from flooding)
- Replace mirrors on the back wall
- Replace AC duct work
- Clean and sanitize air vents
- replace all four (4) entry doors

Gymnasium

- Remove and replace gym floor & baseboards
- Remove and replace sound panels
- Remove and replace black gymnasium mats
- Remove and replace AC intakes
- Replace AC duct work
- Clean and sanitize air vents
- Replace outlets if possible raise them (Mitigate future electrical damage from flooding)
- Reframe and replace (6) doors
- Paint

Gym Stage

- Clean ceiling and vents
- Replace AC duct work
- Non-slip epoxy flooring (Mitigate future damage from flooding)
- Cap or remove electrical outlets on the front side of the stage
- Paint

Stage Stairs

- Non-slip epoxy coating (Mitigate future damage from flooding)
- Replace safety tread

Gym Storage Room(Roof Access 1)

- Paint
- Non-slip epoxy flooring (Mitigate future damage from flooding)
- Replace one (1) door

Lifeguard Room (Roof Access 2)

- Non-slip epoxy flooring (Mitigate future damage from flooding)
- Paint
- Replace one (1) door

Snack Storage Room

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Replace and raise electric (Mitigate future electrical damage from flooding)
- Reframe and replace door leading into the fitness room
- Reframe and replace door that leads outside the Rec Center
- Replace and reframe (2) doors
- Paint

Art Room

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Replace all drywall in the art room resilient material drywall (Mitigate future damage from flooding)
- Remove section of wall between artroom and lobby and replace (Fire Alarm wall) and replace
- Replace one (1) door from artroom to lobby
- Raise and replace the electrical outlets (Mitigate future electrical damage from flooding)
- Replace AC duct work
- Clean and sanitize air vents
- Replace ceiling system
- Paint

Main Lobby

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace and raise electric (Mitigate future electrical damage from flooding)
- Clean and sanitize lobby entrance doors four (4) doors
- Replace AC duct work
- Clean and sanitize air vents
- Paint

Recreation Office Main Reception Office

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace and raise electric (Mitigate future electrical damage from flooding)
- Replace AC duct work
- Clean and sanitize air vents
- Replacement of ceiling system
- Replace corroded plumbing

- Paint
- Replace two(2) doors from main office into the hallway
- Replace one (1) door from Main office to the outside of the building

Main Office Closet (Water Heater location)

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace and raise electric (Mitigate future electrical damage from flooding)
- Replace one (1) door
- Replace of ceiling system
- Paint

Supervisor Office (Office 1)

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace and raise electric (Mitigate future electrical damage from flooding)
- Replace one (1) entry door
- Replace AC duct work
- Clean and sanitize air vents
- Replace ceiling system
- Raise IT Network
- Paint

Childcare Office (Office 2)

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace and raise electric (Mitigate future electrical damage from flooding)
- Replace (1) entry door
- Replace AC duct work
- Clean and sanitize air vents
- Replace ceiling system
- Raise IT Network
- Paint

Computer Closet (Located in Office 2)

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace and raise electric (Mitigate future electrical damage from flooding)
- Replace AC duct work
- Clean and sanitize air vents
- Replace ceiling system
- Organize cables to run appropriately through building
- Network raised
- Replace one (1) entry door
- Paint

Gym Corridor

- Non-slip Epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Replace AC duct work
- Clean and sanitize air vents
- Paint
- Clean and sanitize Window

Womens restrooms

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Reframe and replace one (1) entry door
- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Remove wall between main office and restroom and replace (Mitigate future damage from flooding)
- Replace sinks
- Replace toilets
- Replace stalls
- Replace mirrors
- Remove and replace baby changing table
- Replace handryers
- Replace and raise electric (Mitigate future electrical damage from flooding)
- Replace AC duct work
- Clean and sanitize air vents
- Replace corroded plumbing (Mitigate future damage from flooding)
- Paint

Men's Restrooms

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)

- Reframe and replace one (1) entry door
- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Remove wall in between both restrooms and replace (Mitigate future damage from flooding)
- Replace sinks
- Replace toilets
- Replace urinals
- Replace stalls
- Replace mirrors
- Remove and replace baby changing table
- Replace handdryers
- Replace and raise electric (Mitigate future electrical damage from flooding)
- Replace AC duct work
- Clean and sanitize air vents
- Replace corroded plumbing (Mitigate future damage from flooding)
- Paint

Hallway between both restrooms

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Replace AC duct work
- Clean and sanitize air vents
- Paint

Janitorial Closet

- Non-slip epoxy flooring (Plank flooring changed to epoxy to mitigate future damage from flooding)
- Replace drywall with Hardy board or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace ceiling system
- Replace and raise electric (Mitigate future electrical damage from flooding)
- Replace janitorial sink
- Replace any corroded plumbing (Mitigate future damage from flooding)
- Replace (1) entrance door
- Paint

Electrical Room (Back of the building)

- Non-slip epoxy flooring (Mitigate future damage from flooding)
- Replace Main electrical panel
- Paint

Aquatics Center

Men's Pool Showers

- Non-slip epoxy flooring (Mitigate future damage from flooding)
- Reframe and replace one (1) entrance door
- Replace drywall with hardyboard or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Paint

Women's Pool Showers

- Non-slip epoxy flooring (Mitigate future damage from flooding)
- Reframe and replace one (1) entrance door
- Replace drywall with hardyboard or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Paint

Pool Office

- Non-slip epoxy flooring (Mitigate future damage from flooding)
- Replace drywall with hardyboard or water resistant in lieu of drywall (Mitigate future damage from flooding)
- Replace both countertops
- Replace and raise electric (Mitigate future electrical damage from flooding)
- Replace one (1) entry door
- Paint

Parking Lot

- Restripping the Parking lot
- Recolor handicapp parking spaces
- Replace dumpster enclosure fence & pad gate

Hurricane Helene Scope of Work – Community Center

Due to saturation of salt water the electrical lines have shortened out and all electrical equipment located below this level must be replaced. including, but not limited to, electrical outlets, components for 1 elevator, and 2 portable air conditioning units. Six (6) storage room doors will also require replacement due to saltwater corrosion.

Hurricane Milton Scope of Work Recreation Complex

On October 9, 2024, Hurricane Milton impacted the State of Florida with high winds, wind-driven rain, and flying debris. The City of St. Pete Beach Recreational Complex suffered from the strong winds which lifted, cracked, and broke the barrel tile roofing, exposing the underlayment at these structures.

Community Center

- Roof repair
- Replacement of broken tiles

Breezeway

- Roof repair
- Replacement of broken tiles

Aquatic Center Roof Office

- Roof repair
- Replacement of broken tiles

Shower Rooms

- Roof repair
- Replacement of broken tiles

Aquatics Restroom Pavillion

- Roof repair
- Replacement of broken tiles



MEMORANDUM

To: Adam Poirrier, Assitant City Manager, Camden Mills, Public Services Director and Mandy Edmunds, Recreation Director.

From: Eileen Torres, Operations Manager

Date: March 12, 2025

Re: Hurricane Helene & Hurricane Miltone Warren Webster Building Narrative and scope of work needed to bring the building back to pre-storm.

On September 26, 2024 Hurricane Helene made landfall in Florida causing catastrophic damage and flooding. City of St. Pete Beach Warren Webster Building was under 3.5ft of water, as indicated by the waterline in the interior of the building. The flooding resulted from rapid storm surge submerging the area for several hours.

The building is a block building however, due to saturation of salt water the electrical all interior electrical will need to be replaced as it is below the flood line. Drywall in the storage areas will need to be removed and replaced all doors need to be replaced (1) entrance door from parking lot, (1) entrance frrom Pass-A-Grille way, (1) pair of french doors in the main room, (1) door leading to the restroom hall way, (1) entrance to the ladies restrooms, (1) janitorial closet (1) mens's restrooms (1) exit door to the restroom hallway leading out of the building, (3) closet doors to storage. Additionally the reffridgerator and hotwater heater needs to be replaced as it components were under saltwater

Hurricane Helene

Kitchen

- Replace entrance door facing the parking lot with a resilient door
- Replace low level electric and raise to a higher threshold
- Replace Refrigerator
- Paint

- Clean Floors

Main Room

- Replace low level electric and raise to a higher threshold
- Replace/reframe french doors with resilient french doors
- Replace entrance door facing Pass-A-Grille with a resilient door
- Scrape Trim glue off all the walls
- Paint walls and fire place
- Replace door that leads to the hallway and restrooms
- Clean Floors

Main Room Closet

- Remove closet in its entirety and close of wall vent that is no longer needed
- Paint
- Match flooring to the main rooms

Storage Room 1

- Take out the drywall & wood frame in its entirety
- Seal block walls
- Replace and raise electrical
- Raise ceiling grid
- Match floor in any area framing was taken out
- Storage Room Closet taken down no longer needed

Storage Room 2

- Take out the drywall & wood frame in its entirety
- Seal block walls
- Replace and raise electrical
- Raise Ceiling grid
- Match floor in any area framing was taken out

****Take out both doors to the storage room and create one storage room with one resilient double door at the hallway entrance of the two storage rooms.**

By removing the drywall and wood framing, the city is making that area more resilient to flooding.

Back Hallway

- Paint

- Replace Woman's Bathroom entrance door with a resilient door
- Replace Janitorial entrance door with a resilient door
- Replace Men's bathroom entrance door with a resilient door
- Replace exit door with a resilient door

Women's Bathroom

- Paint
- Clean Floors

Janitorial Room

- Replace Drywall with hardiboard or better resilient material
- Replace Janitorial sink
- Paint
- Clean Floor

Men's bathroom

- Paint
- Clean Floors

Outside Storage room

- Replacement of hotwater heater

Hurricane Milton

On October 9, 2024, Hurricane Milton impacted the State of Florida, bringing high winds, wind-driven rain, and flying debris. The St. Pete Beach Warren Webster building sustained significant damage as strong winds lifted sections of the roof, exposing the underlayment and causing the ceiling tiles in the building to get wet due to the heavy rain. Additionally, the soffit along the perimeter of the roof was blown out, and insulation and siding were lost from the exterior of the building.

Scope of Work

- Repair Roof
- Replace insulation in the damage roof area
- Replace soffit
- Replace missing siding



"Global Disaster Solutions"

DATE: April 29, 2025
TO: City of St. Pete Beach
FROM: Dan Bickford
RE: Interior damaged by 2025 hurricanes

Cotton was asked to provide a rebuild rough order of magnitude estimate (ROM) for the Hurricane Milton wind damage for the following buildings Interiors and non-roofing building repairs:

- 1) City Hall, 2) Public works, 3) Don Vista art gallery and art center 4) community center and Aquatic center (the small area of roofing above the Office and connected bathrooms), 5) Community center, 6) Warren webster building (small addition of work to remove walls).

Each of these buildings received significant damage to their interiors, and some non-roof exteriors.

The following information is respectfully submitted as our view of the necessary services required to restore the buildings to a pre-loss or condition. The following material is presented in an order that ensures all affected areas are properly addressed from a procedural point of view. The chronological sequence of events, in which these procedures will be performed, is discussed later in this proposal under Critical Path Management Program (CPM).

GENERAL ITEMS:

- Cotton will provide all labor and materials necessary to complete the required rebuild of the affected area, as referenced in the Expedient Repair Concept Plan, from **City of St. Pete Beach**.
 - Cotton will provide all Materials/Equipment to complete the rebuild process.
 - All employees will sign in/sign out logs before anyone enters and exits the facilities.
 - On-site Safety meetings will be held daily and logged.
 - Cotton proposes to run crews on a 10hr basis, unless otherwise advised, and will consist of a Project Manager and required tradesman to complete the scheduled Scope of Work.
 - Cotton proposes to complete the rebuild work in (12) weeks. This timetable is dependent upon completing repairs in specific zones, to minimize disruptions in on-going operations and may be altered, to accommodate the customer's needs.
 - Photo documentation of progress repairs will be performed during the project and a Project Manager Report will be provided, as needed per customer request.
 - Cotton will provide certificate of insurance with insured named as additional insured.
-

AREAS OF CONCERN/ BUILDINGS

- 1) City Hall, 2) Public works, 3) Don Vista art gallery and art center 4) community center and Aquatic center (the small area of roofing above the Office and connected bathrooms), 5) Community center, 6) Warren Webster building (small addition of work to remove walls).

Rough Order of Magnitude:

Areas mentioned in the Expedient Repair Concept Plan.

- Replacement of the referenced items are the above-mentioned building roofing systems.

Task Sequence

The following task sequence has been prepared to provide a quick reference for the Rebuild Contractor to utilize while performing the work.

- Perform work in designated areas per agreed schedule.
- Utilize worker and equipment/disposal decontamination units, where required, in accordance with EPA and OSHA guidelines and regulations. Separate decontamination areas are required for personnel and equipment.
- Conduct daily cleaning of the work area.
- All activities shall be performed in accordance with all applicable federal, state, and local regulations, and project specifications, whichever are more stringent.

CRITICAL PATH MANAGEMENT

Understanding the sense of urgency inherent in projects of this nature, a flexible approach to the rebuild project is required. Following acceptance of this ROM of work, a Critical Path Management (CPM) Program may be established that will outline the definitive sequence of events and their corresponding time frames for completion of each event. This CPM Program will be formulated based solely on the sense of urgency as reflected by **City of St. Pete Beach**, considering each phase of this operation. Coordination of all phases of this rebuild project is critical to the successful, timely, and cost-effective completion of the work. The sequence in which the work will be performed will be discussed, prior to the start of each work area.

IMPORTANT POINTS

This ROM is an overview of the total project. This ROM is not intended to be a sequential outline of work but rather an overview of the total project. Any changes or alterations to this ROM at the request of **City of St. Pete Beach** may cause an adjustment to the total project cost. All changes must be submitted in writing and approved by all parties involved before they become binding.

It is assumed that COTTON will have necessary access to the facility. Common utilities such as water and partial electrical power must be readily available in suitable quantities. All work and services provided for in this ROM are based on initial inspections of the damage. Due to the unknowns in dealing with losses of this nature, some methods of the rebuild effort may require adjustment as the job progresses. All work provided for in this ROM is intended to be accomplished under "best effort" circumstances.

Daily communication is critical for the success of any project. To keep all interested parties apprised of the status of this project, we request that the COTTON'S on-site Project Manager and a designated representative from **City of St. Pete Beach** meet daily, if requested. It is preferable that this

representative has decision-making authority regarding priority areas and any changes, either additions or deletions, to this ROM of work.

A WALK THRU WILL BE PERFORMED BY A DESIGNATED REPRESENTATIVE OF City of St. Pete Beach TO ENSURE THAT ALL NECESSARY WORK HAS BEEN ACCOMPLISHED AND A CERTIFICATE OF COMPLETION WILL BE EXECUTED.

At the request of management, COTTON will provide Safety Data Sheets (SDS) on all chemicals brought on-site and used in the rebuild process. Proof of Insurance will also be provided at the customer's request.

PRICING:

COTTON proposes to perform the ROM as outlined herein at a fixed contract price for work listed in **Building interiors Cost Breakdown section ONLY**

The combined estimated budget for **Building roof Cost Breakdown** of the ROM is **\$1,988,143.90** based on the initial inspection.

St Pete Beach Interiors and additional roofs by building

1) Public works interior estimate:	\$414,379.86
2) Recreation and Aquatics Center :	\$1,012,356.74
3) City hall, Soffits, fascia, handrail:	\$28,736.81
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5) Don Vista Cultural Art Center	<u>\$529,864.41</u>
The total of these are:	\$2,034,044.63

*** The estimated amount submitted includes any applicable state or federal taxes

*** COTTON is appreciative of the opportunity to submit this proposal to **City of St. Pete Beach**.

Thank you for your consideration.

Respectfully Submitted,

Dan Bickford

Dan Bickford
Cotton Commercial USA
National Project Coordinator
Dan.Bickford@cottonteam.com
Mobile: 281-505-8925

AMENDMENT TO CITY ROOF REPLACEMENT AND REPAIR

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the City Roof Replacement and Repair ("Agreement") executed as of the 03/25/2025 by and between CITY OF ST. PETE BEACH ("City") and COTTON COMMERCIAL USA, INC. ("Consultant/Contractor"), for the purposes set forth herein. The City and Contractor together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend a section related to Section 4, Scope of Services, which shall read:
 - a. In addition to roof replacement, Contractor will furnish all labor, materials and equipment necessary as indicated in the added proposals mutually agreed upon by the parties in the total amount of \$2,034,044.63 for the various building repairs from Hurricanes Helene and Milton.
2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
3. **Entire Agreement.** This Amendment, Agreement, (and prior amendments – if needed) embodies the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties. This Amendment cannot be varied, modified, amended or altered except by written agreement of the Parties.
4. **Execution.** This Amendment may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Amendment shall be the date this Amendment has been executed by all Parties.
5. **Conflicts.** To the extent that any terms in the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control and supersede such conflicting terms to the extent of such conflict.

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

COTTON COMMERCIAL USA, INC.

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By: James Scaife

By: Frances Robustelli

Its: President

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk



"Global Disaster Solutions"

DATE: April 29, 2025
TO: City of St. Pete Beach
FROM: Dan Bickford
RE: Interior damaged by 2025 hurricanes

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Dan Bickford

Dan Bickford
Cotton Commercial USA
National Project Coordinator
Dan.Bickford@cottonteam.com
Mobile: 281-505-8925

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Action Request:	Move to authorize the City Manager to execute the Services Agreement with Raftelis Financial Consultants, in the amount of \$144,395 for Operating and Enterprise Fee Studies
Strategic Objective:	Internal Operations
Date:	May 13 th , 2025
Prepared By:	John Taylor, Procurement Manager
Through:	Frances Robustelli, City Manager
Summary of Issue:	The City advertised RFP's (Request for Proposal) for Enterprise and Operating Fee Studies in February of 2025 to understand deficiencies in the Operating Fees that the City was charging as well as our Enterprise (utility) Fees. We received two bids on each RFP, with Raftelis Financial Consultants being the overall best fit for the City having already being engaged with the City on other projects.
Funding:	5201-5120
Attachments:	1. Agreement 2. Raftelis Financial Consultants Proposal

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Operating and Enterprise Fee Studies

This is an Agreement (the “Agreement”) entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Raftellis. (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 05/13/2025 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 **\$144,000** total for both studies.
 - 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. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Contractor of any of its intellectual property, know-how or trade secrets. 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 with respect to goods provided 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 goods are 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/goods.
5. Damages. The City reserves the right to recover any ascertainable actual and out of pocket damages sustained by the City caused by the Contractor's negligent performance of this Agreement.
6. Remedies.
- a. Damages. The City reserves the to recover losses to the extent caused by the Contractor's negligent failure to perform 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, 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 shall, in good faith, determine non-conformance.
7. Waiver of Liens. Simultaneously with 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.
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 Five (5) 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, and its employees, from all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees to extent caused by the negligent performance or non-performance by Contractor of this Agreement, whether caused in part by the City or not, and from violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, excluding loss of use thereof, to the extent caused by, negligent operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, in providing the services hereunder, 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. 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. 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:

Raftelis Financial Consultants, Inc.
227 W. Trade Street Ste. 1400
Charlotte, NC 28202

As to City:

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

With Copy To:
jtavantzis@raftelis.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.

Raftelis Financial Consultants, Inc.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: **Jennifer Tavantzis**

By: Frances Robustelli

Its: Vice-President

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

EXHIBIT “A”

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies the contract for services 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” to include the following terms of this contract Addendum:

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 a limited waiver of sovereign immunity for tort 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 (subject to certain dollar amounts) 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. City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. 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:**
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. 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 the previous 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. The Contractor and City acknowledge that the amount of the contract is less than \$1,000,000. Accordingly, Contractor hereby certifies that Contractor is not listed on the Scrutinized Companies that Boycott Israel 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". If applicable, 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. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of St. Pete Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of St Pete Beach for review or approval.

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

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

EXHIBIT “B”

(Place Request for Bid behind this page)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

City of St. Pete Beach

City Enterprise Fee Study

PROPOSAL / MARCH 12, 2025





Diversity and inclusion are an integral part of Raftelis’ core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.



Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis’ registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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March 12, 2025

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

Subject: Proposal for City Enterprise Fee Study

Dear Mr. Taylor:

Raftelis is pleased to provide this submittal in response to the City of St. Pete Beach's (City) RFP to perform an Enterprise Fee Study for the wastewater, reclaimed water, and stormwater enterprise funds. While the City's permanent population has declined over the past 10 to 15 years, the demand for utility services from new development that brings seasonal populations, tourism, and visitors can cause various impacts to utility operations such as higher peaking requirements for reclaimed water consumption, increased rates of stormwater runoff as impervious area is added, and new types of business that may contribute to wastewater loadings and overall demands.

Raftelis (previously as Public Resources Management Group, Inc. [PRMG]) has worked with the City on an annual basis since prior to 2018 on assistance with the annual wastewater wholesale true-up rates along with other utility rate and financial consulting services on behalf of the City's enterprises. We have been privileged to be able to be of service to the City and are committed to continuing to provide the City with the highest quality service and professional expertise on this important project.

I will be the Project Director for this engagement and will be responsible for overall project accountability. I will be assisted by staff that also have extensive rate consulting experience. Our Project Manager will be Shawn Ocasio, who has over 14 years of experience in various municipal finance engagements, including utility system revenue sufficiency analyses, retail and wholesale cost of service rate design, miscellaneous service fee design, development of utility and municipal impact fees, and financing feasibility studies. Raftelis offers the City highly specialized capabilities, skills, and experience required to successfully deliver the wastewater, reclaimed water, and stormwater utility rate consulting services requested by the City. The qualifications offered by Raftelis include:

Experience and Technical Expertise – Raftelis provides a full range of financial, rate, and management consulting services to publicly-owned utilities and local governments. Our clients include water, wastewater, stormwater, solid waste, electric and gas utility systems. We offer innovative business solutions based on industry recognized best management practices and a thorough understanding of the utility business. Our technical capabilities coupled with our consulting staff's commitment to providing high quality and responsive service has resulted in a level of value that has been consistently recognized by our clients.

Industry Leadership – Raftelis has been a leader in assisting utility systems develop utility business plans and rate studies to achieve financial, operational and service delivery objectives since 1993. We have worked for over 200 publicly-owned utility systems in Florida and throughout the nation and have completed over 1,700 individual consulting projects on behalf of our clients. Members of our staff regularly contribute to the development of municipal utility industry rate and financial practices and standards through their involvement in regional and

national industry trade organizations such as the American Water Works Association's Rates and Charges and Finance, Accounting and Management Controls Committees, and the Florida Government Finance Officers Association. Raftelis' involvement in these industry leading organizations and our extensive and growing client base ensures that we maintain the insight required to offer an up-to-date, fresh perspective on the emerging issues facing our utility industry clients.

Independent Perspective – Raftelis is well known for providing objective advice and independent opinions regarding utility rate and financial issues. A primary example is our involvement in preparing financial feasibility evaluations. Raftelis is the Florida industry leader in assisting publicly-owned utilities issue tax exempt debt to finance capital improvement projects. The firm has been involved in providing independent financial evaluations and opinions associated with the issuance of over \$10.0 billion in utility revenue bonds, State Revolving Fund and Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) loans for municipally-owned utilities located throughout the State of Florida, Virginia and the U.S. Virgin Islands. Our staff members have participated in numerous presentations and conferences with bond rating agencies and bond insurance companies.

Human Resources – Raftelis' approach to conducting utility rate and financial assignments is to ensure that our clients' goals and objectives are clearly identified and successfully achieved by assigning a highly qualified project team for each engagement. Raftelis is one of the largest utility rate and financial planning groups in the Country, with over 160 employees dedicated full time to utility rate and financial consulting.

Technical Resources – Raftelis' approach to addressing the City's utility rate and financial planning issues has been facilitated by the use of our utility rate and financial planning model that has been specifically adapted to accommodate the City's existing budgetary process and the data that is readily available from financial information systems and customer billing and operating reports. The rate and financial model is an excellent tool to support decision making and communicate the sensitivity of key variables.

I am authorized to legally bind the company. We appreciate this opportunity to submit this proposal to the City on this important project and believe our proposed project team has the experience and expertise to successfully deliver the required impact fee consulting services to the City. If you have any questions about this proposal, please do not hesitate to contact us with the following contact information:

Jennifer Tavantzis, Project Director
807 East Main Street, Suite 6-050, Durham, NC 27701
O: 984.201.6309 / E: jtavantzis@raftelis.com

Shawn Ocasio, Project Manager
341 N. Maitland Avenue, Suite 300, Maitland, FL 32751
O: 407.628.2600 / E: socasio@raftelis.com

Sincerely,



Jennifer Tavantzis
Vice President (Authorized to bind)



Shawn Ocasio
Senior Manager

CONTRACTOR'S PROPOSAL SUBMITTAL**II. CONTRACTOR'S PROPOSAL SUBMITTAL**

The company that is submitting a proposal declares that it has extensive experience in **Enterprise Fee Study** analysis.

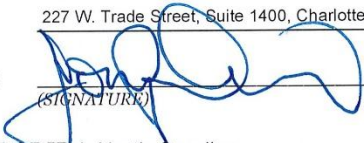
The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Proposal or in the Agreement to be entered into; that this Proposal or Agreement 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 **"Enterprise Fee 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.

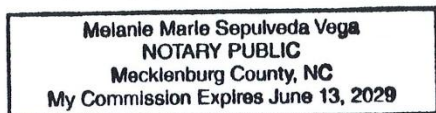
The successful Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

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 **"Enterprise Fee Study"**.

COMPANY: Raftelis Financial Consultants, Inc. DATE: 03/11/2025
 ADDRESS: 227 W. Trade Street, Suite 1400, Charlotte, NC 28202 PHONE: 704-373-1199
 PROPOSER:  NAME: Jon Davis, Senior Principal
 (SIGNATURE) (PRINT NAME & TITLE)
 STATE OF ~~FLORIDA~~ North Carolina
 COUNTY OF Mecklenburg

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ **physical presence** or ☐ **online notarization**, this 11th day of March, 2025, by Jon Davis, who is personally known to me or has produced _____ as identification.

(SEAL)




 Notary Public - State of ~~Florida~~ North Carolina
Melanie Marie Sepulveda Vega
 (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

FEE SCHEDULE

Fee Proposal

The following table provides a breakdown of our proposed fee for this project. This table includes the estimated level of effort required for completing each task and the hourly billing rates for our project team members.

Our scope of work includes the number of in-person and/or virtual meetings shown in the table below. Should the City require additional meetings and/or presentations to stakeholders, these can be arranged upon request at an added cost, which will be determined based on the scope and content of the meeting and/or presentation requested.

Tasks	Number of Onsite Meetings	Hours							Total Fees & Expenses	
		JT	SO	MO	CC	BB	RO	Admin		Total Hours
1. Kick-off Meeting	1		6	6					12	\$3,815
2. Prepare Data Request/Data Gathering Meeting		1	3	3	1	2	1		11	\$3,305
3. Review of the City’s Projection of New Development and Preparation of Utility Customer, Sales and Usage Forecasts		1	4	8	1	4			18	\$5,030
4. Development of Utility Systems Revenue Forecast			3	8	1	4			16	\$4,315
5. Revenue Requirements Analysis		1	14	30	4	8	2		59	\$16,705
6. Multi-year Financial Forecast			6	12	2	6			26	\$7,130
7. Wastewater Connection Fee Update			18	36					54	\$15,480
8. Prepare Rate Study Report and Presentation Briefing Documents			8	16	4	4		8	40	\$9,780
9. Present Study Results	3		18						18	\$6,765
Total Estimated Meetings / Hours	4	3	80	119	13	28	3	8	254	
Hourly Billing Rate		\$375	\$340	\$260	\$295	\$230	\$375	\$100		
Total Professional Fees		\$1,125	\$27,200	\$30,940	\$3,835	\$6,440	\$1,125	\$800	\$71,465	

JT - Jennifer Tavantzis

SO - Shawn Ocasio

MO - Matthew Ori

CC - Christina Conchilla

BB - Brittany Baporis

RO - Rob Ori

Admin - Administrative Staff

Total Fees \$71,465

Total Expenses \$935

Total Fees & Expenses \$72,400

PROOF OF INSURANCE

Client#: 1722483

RAFTEFIN

ACORD™
CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
1/17/2025

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

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

PRODUCER USI Insurance Svcs, Charlotte 6100 Fairview Road Ste 1400 Charlotte, NC 28210 800 868-8834		CONTACT NAME: Brad Christensen PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: brad.christensen@usi.com															
INSURED Raftelis Financial Consultants, Inc. 227 West Trade Street, Ste. 1400 Charlotte, NC 28202		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Chubb National Insurance Company</td> <td>10052</td> </tr> <tr> <td>INSURER C: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER D: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Chubb National Insurance Company	10052	INSURER C: ACE American Insurance Company	22667	INSURER D: Hanover Insurance Company	22292	INSURER E:		INSURER F:	
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COVERAGES
CERTIFICATE NUMBER:
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 INSR	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:	X	X	36083016	01/21/2025	01/21/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	73648269	01/21/2025	01/21/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0	X	X	56726414	01/21/2025	01/21/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	71839613	01/21/2025	01/21/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional			D02819028	01/21/2025	01/21/2026	\$5,000,000
D	Excess Prof.			LH6J94293500	01/21/2025	01/21/2026	\$5,000,000

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

Confirmation of Coverage.

CERTIFICATE HOLDER
CANCELLATION

Raftelis Financial Consultants, Inc. 227 W. Trade Street Suite 1400 Charlotte, NC 28202-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula B. Bulman</i>
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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
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SACT

PERFORMANCE BOND LETTER

The work to be performed involves professional services. As we carry professional services insurance, we will not be providing a bond.

REFERENCES AND MINIMUM QUALIFICATIONS

References

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

Pinellas County FL

Reference: Kevin Becotte, PE, Public Services Director for the City of Apopka (Former Director of Engineering for Pinellas County)

748 E Cleveland Street, Apopka, FL 32703 / P: 407.703.1731 / E: kbecotte@apopka.net / F: N/A

Pinellas County (County), located in the Tampa-St. Petersburg area of Florida, provides potable water, wastewater, and reclaimed water service throughout its utility service area. The County engaged Raftelis in to conduct a comprehensive utility business and rate sustainability analysis to provide a comprehensive road map for the County utility over the next decade in terms of customer service, technology, rate structure, and sustainability. The business case initiatives include evaluation of the billing cycle (currently bi-monthly), the potential for automating the meter reading process, and other technology and process improvements. The rate sustainability tasks include development of a comprehensive 10-year financial forecast and evaluation of existing rate structures for equity, revenue sufficiency, and long-term sustainability.

The initial step in the project included a kick-off workshop with a “core group” of leaders that have various roles within the utility function such as operations, customer service, business administration, and budget/finance. During the workshop, a project charter and established project goals, objectives, and boundaries for the project were established. Coordinated with the kick-off workshop were several meetings and individual interviews with various utility-related staff and management. Additional meetings with key stakeholders and others will be an integral part of engaging the utility and identifying opportunities for enhancement and long-term sustainability. Once the business case “road map” begins to develop, the rate sustainability will incorporate any financial implications into the comprehensive rate and utility finance model. Raftelis performed a comprehensive billing frequency analysis to identify all customer billing trends and opportunities. The various utility rate structures (base charges, usage charges, sewer billing caps, reclaimed water rates, wholesale rates, etc.) were evaluated and quantified as part of the rate sustainability analysis.

Customer-Facing Policy Review

Like many utilities, Pinellas County Utilities (PCU) has undergone significant changes over the last 35 years—everything from growing its service area to adding a wastewater utility to rolling out reclaimed water initiatives. Unfortunately, the organization’s customer policy manual was unable to keep pace with the new activities and fell out of date. To update the manual and address the gaps, PCU convened a cross-functional core team of subject matter experts from across the customer-facing areas of the utility, with specialties including customer service, development review, wastewater treatment, engineering, maintenance, technical services, water conservation compliance, and billing and collections. This group reviewed sections of the existing manual, particularly those

relevant to all three service lines provided by PCU, to identify policies that needed to change based on updated practices, technology, and thinking within PCU and the County.

Where current or needed sections were not broadly applicable to the utility, the core team and project manager established task forces to work in specific areas. These task forces tackled everything from outlining, drafting, and editing reclaimed water policies to making updates related to hauled waste and temporary meter policies. The work of the task force was then reviewed by the core team to ensure consistency, comprehensiveness, and readability. Additionally, the core team used policy manuals from other utilities in Florida and the southeast to see how peers and best practice utilities addressed particular issues – how often can residents have the conservation fee waived for refilling their pools? Do impact fee credits expire? Under what circumstances should the name on the utilities account change?

The electronic, online manual resulting from these efforts represents a major step forward for PCU, in terms of both comprehensive policies that cover all of the utility’s activities and a user-friendly document that enhances the utility’s ability to consistently apply policies to different situations.

City of Sanford FL

Reference: Cynthia Lindsay, Finance Director

300 North Park Avenue, Sanford, FL 32771 / P: 407.688.5026 / E: cynthia.lindsay@sanfordfl.gov / F: N/A

Raftelis was engaged to update the City of Sanford’s (City) police and fire impact fees in order to represent current costs and to develop fees by various residential and non-residential land uses. The original police, fire, and recreation impact fee study involved the coordination of five City departments plus the City Manager’s office in order to complete the data and policy review. The various municipal impact fees were designed using asset and capital data provided by the City and the Study’s recommendations were summarized in a report submitted to the City and presented to the City Commission. The recommended fees were adopted by the Commission in 2008 and updated in 2010, 2014, and in 2021.

City of Treasure Island FL

Reference: Stacy Boyles, PE, LEED AP, ENV SP, Public Works Director & Sustainability Coordinator

10451 Gulf Boulevard, Treasure Island, FL 33706 / P: 727.547.4575 ext. 251 /

E: stacy.boyles@mytreasureisland.org / F: N/A

The City of Treasure Island (City) is a coastal community located in Pinellas County on Florida’s Gulf Coast. The City’s stormwater utility currently serves approximately 2,300 customers. The stormwater utility collects fees to fund its stormwater program, including NPDES MS4 permit requirements, operation and maintenance of the stormwater system and capital improvement projects. These fees are conveyed on the City’s water and sewer bills on a bi-monthly basis. The City has increased the stormwater fee over the past several years to support the funding of significant capital improvements. Raftelis is currently conducting a rate structure analysis for the City, including impervious area data development, calculation of an updated Equivalent Residential Unit (ERU), rate structure alternatives analysis, financial rate model, updated rates, and implementation of a credit program. The objectives of this project are to ensure a strong link between the fee charged and property characteristics that require system wide stormwater infrastructure improvements and to incentivize properties to minimize their impervious area.

FLORIDA EXPERIENCE

The Raftelis team has extensive experience serving Florida public-sector agencies. The matrix below shows some of the Florida public-sector entities/utilities that the Raftelis team has served.

	Rate Studies & Pricing							Wholesale Rates	Enterprise Consolidation	Financial Planning	Impact Fees	Management Consulting	Valuation	Litigation Support	Management Accounting	Contracts/Ordinances	Debt Issuance Assistance
	Water	Wastewater	Stormwater	Irrigation Water	Raw Water	Reuse Water	Solid Waste										
City of Alachua																	
City of Apopka																	
City of Arcadia																	
City of Auburndale																	
Babcock Ranch Community Independent Special District (BRCISD)																	
City of Boca Raton																	
Bonita Springs Utilities																	
City of Cape Canaveral																	
Charlotte County																	
City of Clermont																	
Collier County																	
City of DeLand																	
City of Davie																	
Destin Water Users																	
City of Edgewater																	
City of Eustis																	
Florida Keys Aqueduct Authority																	
Town of Fort Myers Beach																	
City of Fort Walton Beach																	
City of Groveland																	
Hernando County																	
Hillsborough County																	
Indian River County																	
Village of Islamorada																	
Town of Jupiter																	
Town of Key Biscayne																	
Town of Lauderdale-by-the-Sea																	
City of Lake Alfred																	
City of Largo																	
City of Lake Wales																	
Lee County																	
Manatee County																	
City of Marathon																	
City of Margate																	
Martin County																	
City of Mascotte																	

	Rate Studies & Pricing							Wholesale Rates	Enterprise Consolidation	Financial Planning	Impact Fees	Management Consulting	Valuation	Litigation Support	Management Accounting	Contracts/Ordinances	Debt Issuance Assistance
	Water	Wastewater	Stormwater	Irrigation Water	Raw Water	Reuse Water	Solid Waste										
City of Melbourne																	
City of Miami Beach																	
City of Miramar																	
Town of Oakland																	
City of Oakland Park																	
City of Ocala																	
City of Oldsmar																	
City of Orlando																	
City of Oviedo																	
Town of Palm Beach																	
Village of Palm Springs																	
City of Panama City																	
Pinellas County																	
City of Plant City																	
City of Pompano Beach																	
City of Port St. Lucie																	
St. Johns County																	
City of Sanford																	
Sarasota County																	
South Walton Utility Co., Inc.																	
City of Stuart																	
City of Sunrise																	
Village of Tequesta																	
Tohopekaliga Water Authority																	
City of Tampa																	
City of Tavares																	
Volusia County																	
Village of Wellington																	
City of West Palm Beach																	
City of Wilton Manors																	
City of Winter Haven																	
City of Zephyrhills																	

Firm Qualifications

HELPING LOCAL GOVERNMENTS THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 700 organizations in the last year alone.

We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.



RESOURCES & EXPERTISE: This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components. With more than 190 consultants, Raftelis has one of the largest municipal financial and management consulting practice in the nation, including many of the industry's leading rate consultants and experts in key related areas, like stakeholder engagement and data analytics. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives.



DEFENSIBLE RECOMMENDATIONS: When your elected officials and customers are considering the validity of recommended changes, they want to be confident that they were developed by experts using the latest industry standard methodology. Our senior staff are involved in shaping industry standards by chairing various committees within leading industry associations. Raftelis' staff members have also co-authored many industry-standard books regarding finance and rate and fee setting. Being so actively involved in the industry will allow us to keep the City informed of emerging trends and issues and to be confident that our recommendations are insightful and founded on sound industry principles. In addition, with Raftelis' registration as a Municipal Advisor, you can be confident that we are fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with federal regulations.



HISTORY OF SIMILAR SUCCESSES: An extensive track record of past similar work will help to avoid potential pitfalls on this project and provide the know-how to bring it across the finish line. Raftelis staff has assisted 1,700+ local governments and utilities throughout the U.S. with financial consulting services with wide-ranging needs and objectives. Our extensive experience will allow us to provide innovative and insightful recommendations to the City and will provide validation for our proposed methodology ensuring that best practices are incorporated.



FEES THAT ARE ADOPTED: For the study to be a success, fees must be successfully approved and implemented. Even the most comprehensive impact fee study is of little use if the recommendations are not approved and implemented. Raftelis has assisted numerous agencies with getting proposed fees successfully adopted. We focus on effectively communicating with elected officials about the financial consequences and rationale behind recommendations to ensure stakeholder buy-in and successful fee adoption.

HISTORY

Raftelis is a subchapter S-Corporation incorporated in the state of North Carolina on April 23, 2004. The predecessor to Raftelis, Raftelis Environmental Consulting Group, Inc., was established on May 10, 1993 by George A. Raftelis to provide financial and management consulting services of the highest quality to public-sector clients. In 1999, the firm's name was changed to Raftelis Financial Consulting, PA. Following the sale of a portion of the firm to a group of employees on April 22, 2004, the firm's name changed to Raftelis Financial Consultants, Inc., which remains the firm's legal name. We currently do business as Raftelis.

FIRM CAPABILITIES

Raftelis strengthens organizations for the communities they serve and the people who make them work. We provide support in the following key areas:

- **Organization:** Plan for long-term sustainability and operate with maximum efficiency
- **Finance:** Meet your goals while maintaining a financially sustainable organization
- **Communication:** Communicate strategically to build an informed, supportive community
- **Technology:** Use your data and technology to improve experience and gain valuable insights
- **Strategic planning:** Set the direction for the future of your organization and community
- **Executive services:** Identify and develop top talent to lead local governments and utilities
- **Stormwater:** Implement sustainable financial practices to equitably fund your stormwater program
- **Solid waste:** Deliver effective solid waste services while ensuring financial sustainability and customer engagement

TYPES OF PROJECTS OR SERVICES THE FIRM PERFORMS/HAS PERFORMED

Raftelis provides financial, rate, management, and operational assistance to utilities and local governments. While Raftelis has completed thousands of projects, the dollar value of each varies from \$10,000 to \$5,000,000.

ABILITY TO COMPLETE THIS PROJECT

With the depth of more than 190 consulting professionals, and specifically the current and anticipated workload of the individuals assigned to this project, we have the availability to provide the requested services in a timely and efficient manner to meet the scheduling requirements and objectives of the City. As a rule, Raftelis operates at a company-wide project utilization of approximately 65% to 75%. This level of utilization, which we expect to continue through the proposed timeline of this project, will provide the project team with ample time to allocate to the City's engagement.

Raftelis actively manages the distribution of our staff hours to ensure we allocate the necessary resources to meet the needs of each of our clients. Raftelis' executive and management team participate in a weekly conference call to review the number of consulting hours required to meet the needs of our clients during the upcoming week. This weekly meeting allows our project managers to deploy our consulting staff in a flexible manner that ensures a suitable level of hours will be devoted to each client.

LITIGATIONS/CLAIMS AND DISPUTES AGAINST YOUR FIRM

Raftelis has been joined as a third-party defendant in a lawsuit filed by local developers against the Town of Fuquay-Varina, North Carolina. The subject of this currently pending litigation is development impact fees assessed by the town and developed by Raftelis. This is the only legal case in which Raftelis has been joined as a party in the history of our firm. Raftelis intends to vigorously defend the allegations and claim.

Other than litigation, Raftelis has no other ongoing claims and disputes against our firm, or our principals.

STATEMENT OF ASSURANCE

Raftelis is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations.

OVERALL BONDING CAPACITY

The work to be performed involves professional services. As we carry professional services insurance, we will not be providing a bond.



31 years
serving the
public sector

How we stack up

OUR TEAM INCLUDES

180+ consultants focused on
finance/management/communication/
technology for the public sector

2 chairs & **16** members of
AWWA and WEF utility finance and
management committees and subcommittees

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,700+ public agencies
and utilities

that serve more than

25% of the
U.S. population

including the agencies serving

41 of the nation's
50 largest cities

in the past year alone, we worked on

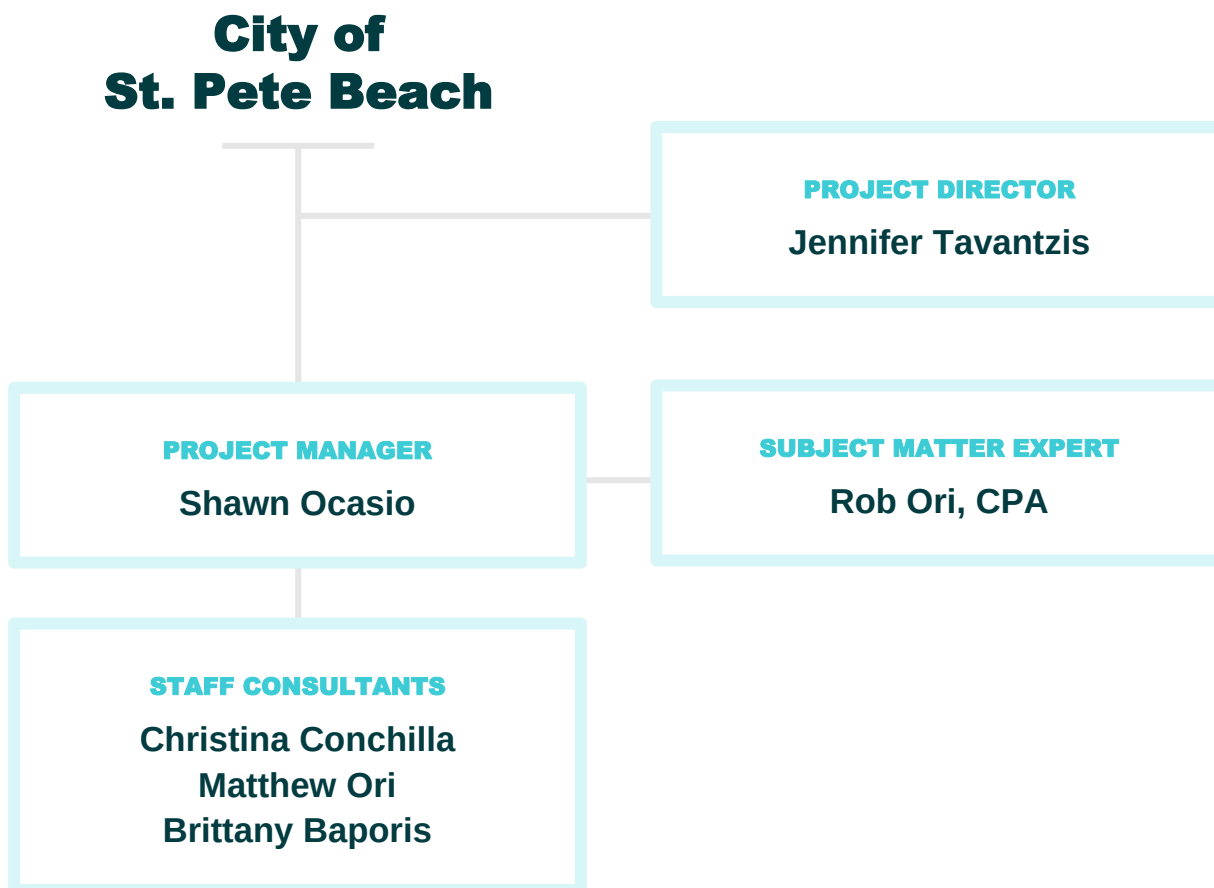
1,300+ projects for **700+** agencies in **47** states

Personnel

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the City with confidence in our capabilities.

Here, we have included an organizational chart showing the structure of our project team. On the following pages, we have included resumes for each of our team members detailing relevant project experience as well as a description of their role on the project.



Jennifer Tavantzis

PROJECT DIRECTOR

Vice President

ROLE

Jennifer will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Jennifer has a strong background in water resources and utility management and possesses extensive data management and analytical skills. Her educational background lies in the areas of water quality, hydrology, and resource conservation. In her ten years with Raftelis, she has consulted with numerous local governments on projects related to stormwater program development and review, and stormwater utility feasibility, development, implementation, and reorganization studies. Jennifer has also worked with water and sewer utilities on a wide variety of projects - from rate development and affordability analysis to revenue loss investigations - all with the common thread of being driven by existing utility data and designed to positively impact utility performance and management. Jennifer has worked extensively with GIS data and systems and with relational databases in association with water, wastewater, and stormwater utility projects. In addition to her analytical work, she has a strong knowledge of municipal finance, and serves as a Municipal Advisor Representative, which ensures her fiduciary responsibility to clients. Jennifer was also a contributing editor of the WEF's *Manual of Practice No. 27: Financing and Charges for Wastewater Systems*.

KEY PROJECT EXPERIENCE

Arlington County (VA): Stormwater Utility Feasibility Study and Implementation

Raftelis has long served as Arlington County's water and sewer utility rate advisor. In 2019, the County also asked Raftelis to evaluate the feasibility of funding their stormwater program through a user fee (more closely aligned with properties' impacts on the drainage system and program) instead of the existing tax rate. Jennifer played an integral role in the analysis, presentation of results to staff and leadership, and development of rate structure and rate recommendations. Key to this analysis was detailed consideration of the impacts owners and tenants of different styles of residential properties throughout the County. At present, the County implementing the fee. Jennifer is overseeing aspects of the project, including data maintenance software development, financial modeling, and process development.

City of Manor (TX): Stormwater Utility Feasibility Study and Implementation

The City of Manor (City) has relied on Raftelis for water and sewer financial planning efforts, and recently engaged Raftelis in a stormwater fee feasibility study to assess the financial needs of its growing stormwater program and evaluating the feasibility of a fee as the most appropriate funding mechanism. Jennifer serves as project manager for this effort. To date, she has coordinated and overseen a comprehensive review of all current operating and capital costs, specifically identifying and quantifying costs related to existing stormwater program elements, which



Specialties

- Stormwater finance & utility development
- Management policy & practice
- Utility rate studies
- Stakeholder engagement
- Organizational assessments

Professional History

- Raftelis: Vice President (2024-present); Senior Manager (2022-2023); Manager (2018-2021); Senior Consultant (2016-2017); Consultant (2013-2016); Associate Consultant (2012-2013)
- Colorado Department of Public Health & Environment (2011-2012)

Education

- Master of Environmental Management - Duke University (2011)
- Bachelor of Arts in Environmental Studies & Urban Planning - University of Richmond (2009)

Certifications

- Series 50 Municipal Advisor Representative

primarily rate to MS4 compliance. She has facilitated meetings with City staff in which a future desired program and level of service was established. Jennifer serves as subject matter expert and is overseeing development of a flexible financial planning and rate model that will allow the City to consider different stormwater rate structures. Customer impacts, as shown in the model, will inform next steps toward outreach and possible fee implementation.

City of Raleigh (NC): Stormwater Utility Financial Planning

Raftelis was engaged by the City of Raleigh to provide financial planning and modeling support for the City's stormwater utility. Jennifer oversaw model development and helped the City successfully transition to using the new model for internal financial planning and budgeting purposes. Raftelis worked with Stormwater program staff to begin planning for revenue bond issuance within 10 years and modeled multiple capital funding scenarios within the financial model to support the debt funding approach. Jennifer and the Raftelis team are currently reviewing the City's credit program, reviewing and supporting efforts to operationalize equity, and continuing to support the stormwater program with strategic communication, financial model updates, and other activities.

Pittsburgh Water and Sewer Authority (PA): Stormwater Utility Implementation and Program Support

Pittsburgh Water and Sewer Authority (PWSA) engaged Raftelis to provide a broad set of services related to water, sewer, and stormwater financial planning, ratemaking, and support for PUC proceedings. As part of this set of services, Raftelis assisted PWSA with all aspects of stormwater utility implementation, including development of a stormwater billing information management software, impervious area data and parcel-to-account relationships, billing policies and processes, credit program, customer outreach materials and website content. Jennifer played a critical role in all these areas. She also served as the primary trainer to customer service, engineering, and management staff on stormwater utility implementation, data maintenance, and use of the new software tool. Trainings were so well received that she and her team have been invited to provide more trainings as part of PWSA's recent CIS conversion project. Jennifer continues to support PWSA with stormwater utility administration when needed. She is also supporting PWSA in the upcoming PUC proceedings.

City of Fayetteville (NC): Stormwater Program Evaluation, Ordinance and Administrative Manual Update

The City of Fayetteville's stormwater program is ever-evolving to meet the needs of the community's tremendous growth over the last few decades. While growth has provided noticeable benefit for the City and its residents, it has also provoked greater focus on the City's stormwater program. The City engaged Raftelis to review and update its stormwater ordinance and its administrative manual, to ensure consistency between the two governing documents and appropriateness of content within each. Jennifer oversaw this effort, which included:

- Reviewing the ordinance and administrative manual and editing for consistency;
- Reorganizing content to ensure the ordinance lays out the broad legal framework and the administrative manual includes appropriate technical details and specifications;
- Specifying enforcement mechanisms and procedures; and,
- Providing guidance on strategies for stormwater control measures.

This review included considerable stakeholder engagement (City staff and management, the Stormwater Advisory Board, and the City Council Stormwater Committee), and resulted in recommended revisions to the administrative manual and the stormwater ordinance.

City of Burlington (NC): Stormwater Utility Rate Structure Update

Jennifer currently serves as the project manager for a stormwater fee rate structure update project for the City of Burlington (City). Raftelis has partnered with WK Dickson to provide stormwater program planning and level of service review, and Jennifer is overseeing data and rate model development, communications and outreach, and

general project management tasks. The effort began in early 2021, and rate structure alternatives are currently under review.

Western Intake Partnership (NC): Regional Water Supply Project Financial Analysis and Implementation Support

Jennifer served as an analyst of economic feasibility and financial impacts for a group of four jurisdictions, the Western Intake Partnership, as they plan for long-term water supply solutions. Each jurisdiction varies in its growth projections, near- and long-term needs for enhanced water supply, alternative water supply options, and customer base, and as such, the financial implications of embarking on a joint venture varied from one partner to the next. In the project's early stages, Jennifer and the Raftelis team built a model and facilitated data gathering and output review meetings to establish a project timeframe optimal for the partnership. As the group moved forward with the project on that timeframe, Raftelis was engaged again to facilitate decision-making around project and partnership governance as well as establishing a fair approach to capital project and ongoing operations funding. At this stage the decisions are being incorporated into interlocal agreements that will govern the next phase of project execution.

Town of Lexington (MA): Stormwater Utility Feasibility Study and Implementation

The Town of Lexington (Town) engaged Raftelis, in partnership with Tighe & Bond, to implement a stormwater enterprise fund and fee. The Town has been funding stormwater management through ad valorem tax revenue. To date, the program has been fairly well funded, but a new, stable, and sufficient approach to funding is needed as the Town looks toward costly water quality requirements focused on phosphorus reduction in the coming years. Jennifer serves as the project manager for Raftelis' role – financial modeling, rate structure and rate analysis. Jennifer recently presented to the Town's Select Board, and the project is continuing to the next phase of refining billing policies and determining the technical details of implementation.

City of Philadelphia (PA): Water Department Management Assessment, Customer Assistance Program Implementation

Based on an intimate knowledge of the City's utility billing system and related practices and policies from a prior management audit, Raftelis was further engaged in 2016 to develop and implement a cutting-edge affordability program consistent with direction from a recent rate case and a recently passed legislation out of City Council. Jennifer was involved in the Tiered Assistance Program (or TAP) from the outset, playing a significant role in development of program requirements and facilitation of policy and process design. She trained customer service staff on the new program, including program features, but also new software, processes, and procedures put in place to support it. Early on, Jennifer oversaw much of the reporting developed to track key program metrics and drive program administration, and she continues to manage program reporting, well into the eighth year of the program being live. Jennifer has recently led efforts to document program challenges and successes at the five-year mark, which included extensive benchmarking of peer or geographically relevant assistance programs and recommendations to be leveraged in strategic planning efforts that are anticipated in the near future. In addition to work with TAP, Jennifer continues to oversee annual financial reporting (based on full copies of the billing system), to support financial planning efforts.

City of Durham (NC): Water and Sewer Rate Study, Stormwater Replacement Fund Policy Analysis

The City of Durham's development standards require that, in some circumstances, new development and redevelopment must include the installation of a Stormwater Control Measure (SCM), and contribute toward a Stormwater Replacement Fund, which was created as a means of ensuring financial guarantees are provided in perpetuity and that stormwater facilities around the City are able to be reconstructed or repaired after natural disasters or other catastrophic events. The City engaged Raftelis to evaluate the policies around fund contribution by projecting costs over time considering the vulnerability of Stormwater Control Mechanisms (SCMs) to extreme

weather events. Jennifer developed a comprehensive Monte Carlo simulation model to determine the optimal fund balance and recommend contribution policies for future development.

Town of Holly Springs (NC): Stormwater Utility Stormwater Rate Structure Analysis and Rate Study

Raftelis worked with Brown and Caldwell on a stormwater program level of service review and rate structure update in the Town of Holly Springs (Town). Prior to this project, the Town had a stormwater fee rate structure that had begun to diverge with the industry standard and was not generating revenue sufficient to fund its growing stormwater management program. Jennifer worked closely with project partners and City staff to document the costs of providing multiple levels of service for the program and assess the rate impact to existing ratepayers with several reasonable rate structure options. Jennifer presented the alternatives and offered recommendations to elected officials at a working retreat. She then led the implementation of the recommended rate structure and rates, working closely with Town utility billing staff, GIS staff, and others involved in data creation and maintenance. The rate structure was successfully updated in early 2021.

Northeast Ohio Regional Sewer District (OH): Stormwater Utility Development and Implementation

The Northeast Ohio Regional Sewer District (NEORS) in Cleveland, OH provides wastewater service to over 50 communities in the region. In early 2013 it began billing for stormwater service to the entire region as well. Raftelis worked with the District through every step of the stormwater utility design and implementation process. Jennifer developed policy documentation for the utility's data management, customer service, credit program, inspection and maintenance program, and billing. In addition, Jennifer assisted with GIS data analysis, billing database development, and project management. Jennifer continued to provide post go-live support for many years.

Upper Falls Watershed Multi-Jurisdictional Stormwater Utility (NC): Stormwater Utility Implementation, Stormwater Services Manager

Five jurisdictions in the Falls Lake Watershed of Central North Carolina (County) engaged Raftelis to address pressing stormwater management issues across the region through the implementation of a coordinated stormwater funding mechanism. Raftelis worked with the jurisdictions to create a rate structure that would most appropriately and feasibly fund the planned level of service provision. Raftelis worked with each jurisdiction to determine the current and future costs associated with stormwater services and to set rates. Raftelis also assisted the jurisdictions in coordinating service activities for maximum cost savings. Raftelis developed the utility billing data for each jurisdiction, assisted them with determining the best billing and collection method (County tax bill line item), and coordinated with the County tax offices to implement the billing methodology. Raftelis also worked with the jurisdictions to develop a credits policy, as well as assisting them with extensive public and elected board meeting support and customer service representative training. The project involved complex governance, service provision, rate structure, and billing policy issues. Jennifer was involved in many aspects of complex policy development around rate structure, organizational structure, customer outreach, and other issues, and currently serves as the Stormwater Utility Services Manager to the five jurisdictions.

Carlisle Borough (PA): Stormwater Utility Feasibility Study and Implementation

Raftelis was engaged by the Borough of Carlisle (Borough) to provide assistance in assessing the financial needs of its growing stormwater program and evaluating the feasibility of a fee as the most appropriate funding mechanism. Jennifer served as project manager during this successful effort. Jennifer coordinated and oversaw a comprehensive review of all operating and capital costs, specifically identifying and quantifying costs related to existing stormwater program elements, which at that time were primarily categorized as Streets-related costs. Jennifer was also the primary developer of a flexible financial planning and rate model. Subsequent to the feasibility study, Raftelis was engaged by the Borough to implement the stormwater fee based on implementation and data maintenance considerations and recommendations made during the feasibility phase. After a great deal of outreach led by Raftelis, the Borough implemented the new utility fee in 2019.

PROJECT LIST

- Adams County (CO) – Stormwater fee credit program review
- Arlington County (VA) – Stormwater utility feasibility study
- City of Baltimore (MD) - Stormwater utility implementation
- Beaufort County (SC) - Multi-jurisdictional stormwater rate structure analysis and rate study
- City of Burlington (NC) - Stormwater utility rate structure update
- Boulder County (CO) – Stormwater utility feasibility study
- Borough of Carlisle (PA) – Stormwater utility feasibility study and implementation
- City of Concord (NH) – Stormwater utility feasibility study
- City of Creedmoor (NC) – MS4 permit compliance support
- City of Charlotte/Mecklenburg County (NC) - Stormwater utility data and policy update
- City of Dallas (TX) - Stormwater program review and update
- City of Durham (NC) - Water and sewer rate study; stormwater replacement fund policy analysis
- Durham County (NC) – Stormwater utility feasibility study and implementation
- DC Water (DC) – Customer assistance analysis
- City of Fayetteville (NC) – Stormwater program evaluation; ordinance and administrative manual update
- Town of Greeley (CO) – Stormwater billing data and data maintenance process audit
- Town of Holly Springs (NC) – Stormwater utility stormwater rate structure analysis and rate study
- City of Jackson (MS) - Water utility billing data review and process assessment
- Town of Kernersville (NC) - Stormwater program strategic planning
- City of Lakewood (OH) – Impervious area charge implementation
- Town of Lexington (MA) – Stormwater utility feasibility study and implementation
- Town of Longmeadow (MA) – Stormwater utility feasibility study and implementation
- Lower Paxton Township (PA) - Stormwater utility feasibility study and implementation
- City of Manor (TX) - Stormwater utility feasibility study
- City of Marathon (FL) – Stormwater utility rate structure update
- Modesto Irrigation District (CA) - Drainage maintenance cost allocation study
- Town of Mooresville (NC) - Stormwater utility feasibility study and implementation
- Town of Mount Pleasant (SC) - Cost-of-service study
- City of Newport News (VA) - Water utility rate study and affordability analysis
- Town of North East (MD) – Stormwater utility implementation
- Northeast Ohio Regional Sewer District - Stormwater utility development and implementation
- City of Philadelphia (PA) - Water department management assessment; customer assistance program implementation
- Pittsburgh Water and Sewer Authority (PA) – Stormwater utility implementation
- City of Raleigh Public Utilities Department (NC) - Stormwater utility organizational assessment & benchmarking study
- City of Raleigh (NC) – Stormwater utility financial planning
- Village of Rantoul (IL) – Stormwater billing software development
- City of Richmond (VA) - Rate study impact analysis
- City of Sacramento (CA) – Stormwater rate structure review and rate study
- San Diego County (CA) – Stormwater funding analysis
- City of San Jose (CA) – Stormwater funding analysis
- Sewerage and Water Board of New Orleans (LA) - Rate study; fee-in-lieu study
- Suffolk County (NY) – Countywide Sewer District Map & Plan Report support
- City of Treasure Island (FL) – Stormwater utility rate structure update and credit policy

- Upper Falls Watershed Multi-Jurisdictional Stormwater Utility (NC) – Stormwater utility implementation; stormwater services manager
- Town of Westford (MA) – Stormwater utility feasibility study and implementation
- Western Intake Partnership (NC) – Financial analysis on long-term multi-jurisdictional water intake and treatment project
- City of Vancouver (BC) – Healthy Waters Plan Financial Modeling and Support

PRESENTATIONS

- “Mature (but Evolving!) Stormwater Utilities,” American Public Works Association Public Works Exposition, 2022
- “Clean Water and Clear Regulations: Solving regional challenges collaboratively and proactively,” Utility Management Conference, 2021
- “Facilitating Partnerships in the Falls Lake Watershed,” UNC School of Government Stormwater Finance Workshop, 2021
- “Mature (but Evolving!) Stormwater Utilities,” American Public Works Association NC Chapter Conference, 2021

Shawn Ocasio

PROJECT MANAGER

Senior Manager



ROLE

Shawn will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Shawn will serve as the City's main point of contact for the project.

PROFILE

Shawn has 15 years of rate and financial consulting experience and has participated on a variety of projects for water, wastewater, reclaimed water, stormwater, and solid waste management utility enterprise systems throughout Florida, Georgia, Alabama, and Virginia. These projects have included revenue sufficiency analyses, cost of service rate design and utility miscellaneous fee design studies, retail and wholesale water rate design engagements, bond feasibility studies, general fund indirect cost allocation analyses, and customer bill impact evaluations. Another area of focus for Shawn is in the development of general government and utility impact fees. He has developed impact fees for police, fire/rescue, parks and recreation, libraries, and general government/administrative municipal services as well as water, wastewater, and reclaimed water utility services for municipal clients updating existing fees and/or implementing fees for the first time.

KEY PROJECT EXPERIENCE

City of Sanford (FL): Water, Wastewater, and Stormwater Rate and Revenue Sufficiency Studies

Shawn has performed a range of services for the City of Sanford (City) since 2011. He assisted in the development of several detailed rate and revenue sufficiency studies for the City's water and wastewater and stormwater enterprise funds. Responsibilities included the development of a detailed billing frequency analysis to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plans, evaluation of fiscal performance and compliance with the authorizing bond resolution (senior-lien bonds) and loan agreements (subordinate lien low-interest loans from the State Revolving Fund loan program) and the development of rate adjustment recommendations to recover the identified cost-of-service. The revenue sufficiency study updates have been prepared annually by Shawn to assist the City in evaluating the utility financial performance and fiscal position as it relates to their overall rate plan and financial strategies. Shawn also assisted in City with the preparation of capital financing plans in support of State Revolving Fund (SRF) Loans. Shawn has also developed a long-term (20-year) financial forecast of revenues, expenses, and capital funding requirements for the stormwater system to aid the City in developing a rate plan that balanced short-term needs with long-term sustainability.

Specialties

- Computer financial model development
- Revenue sufficiency analyses
- Cost-of-service & rate studies
- Retail and wholesale rate design
- Financing feasibility analyses
- Utility connection/development fees
- Municipal impact fees

Professional History

- Raftelis: Senior Manager (2025-present); Manager (2021-2024); Senior Consultant (2019-2020); Rate Consultant, PRMG (2009-2019)

Education

- Bachelor of Science in Business Administration in Accounting & Finance - University of Central Florida (2008)

Professional Memberships

- AWWA
- Florida Government Finance Officers Association

City of Edgewater (FL): Water, Wastewater, Solid Waste, and Stormwater Rate and Revenue Sufficiency Studies

Shawn has provided financial consulting services to the City of Edgewater (City) since 2015. These services include the performance of annual in-depth revenue sufficiency studies for the City's water, wastewater, stormwater, and solid waste utility enterprise systems. These projects involved the development of detailed multi-year financial forecast models for each individual utility system. The models were used in projecting customer account growth and sales, rate and other miscellaneous revenues, operating expenses, operating and other internal transfers, existing debt payments, and capital funding needs. During each study a funding strategy was then developed with the City staff in order to optimize the utilization of existing resources while also employing additional borrowing to mitigate customer rate impacts. Shawn has also assisted the City in evaluating the financial impacts of various solid waste system operating efficiency alternatives. The City provided several operating alternatives that were prepared by a solid waste operations expert, and Shawn evaluated the projected savings under each scenario. Public presentations to the City Commission were also made to present the results of each annual update and obtain feedback and guidance from City leadership. The recommendations of each study have been approved by the City Commission annually.

City of St. Augustine (FL): Water and Wastewater Rate and Impact Fee Studies

Shawn provided consulting and analytical support in the performance of an in-depth revenue sufficiency review and rate study for the City of St. Augustine's (City) water and wastewater utility system. The study included the development of a detailed 10-year financial forecast model to evaluate the sufficiency of revenues to fully fund the utility's operating, capital and other expenditure needs. This task required an in-depth review of the City's customer billing records to develop a detailed customer sales projection, billing frequency analysis and revenue model as well as a review of historical and budgeted system operating expenditures as the basis for projecting expenditures. Shawn assisted in the development of revised rate structures based on industry allocation methods to i) recognize increased fixed cost recovery through the restructuring of the base facility charge; ii) removal of the minimum flow allowances to promote a more accurate pricing of water used and billed wastewater flow; iii) initiated a reduction to the outside city surcharge to provide more commonality among all customers; and iv) to promote equity among customer classes. The evaluation also included a detailed customer impact evaluation (based on the billing frequency analysis) for presentation to the City Commission. Additionally, the study also included the development of utility impact fee analysis for the Utility.

City of Winter Garden (FL): Police, Fire Protection, and Recreational Municipal Impact Fees

Shawn has assisted in an analysis of the City of Winter Garden's (City) police, fire protection, and recreational municipal impact fees. During this project, he performed an analysis of population projections, dwelling unit relationships, and developed corresponding growth projections. He also assisted in discussions with the City regarding the determination of level of service (LOS) standards and the capital requirements needed to serve new development. Shawn then assisted in the design of the impact fees for the residential and non-residential customer classes.

City of Ocoee (FL): Water and Wastewater Rate and Bond Feasibility Studies and Financial Consulting Services

Shawn has performed a variety of consulting services for the City of Ocoee (City). He assisted in the development of detailed rate and revenue sufficiency studies for the City's water and wastewater utility enterprise funds. He has also assisted the City in the financial due diligence and financial feasibility report supporting the issuance of \$21.8 million in utility revenue bonds for funding improvements to the water and wastewater utility system. Responsibilities included the development of a detailed billing frequency analysis to identify customer use attributes by class, detailed revenue projections, development of a 6-year revenue requirements analysis and capital funding

plan, and the development of rate adjustment recommendations. He also assisted in the development of a reclaimed water rate design analysis to help the City with scenario planning for funding its expanding reclaimed water system.

City of Oakland Park (FL): Utility and Municipal Impact Fee Feasibility Analysis and Recreation Impact Fee Updates

Shawn performed an impact fee feasibility analysis for the City of Oakland Park's (City) stormwater, solid waste, police, fire/EMS, library, general government and parks and recreation services. This feasibility analysis included a review of capital cost information, level of service criteria, typical/hypothetical fee levels, industry standards and norms and typical application methods for stormwater, solid waste, police, fire/EMS, library, general government and parks and recreation impact fees. This analysis then included a review of the type and extent of the City's anticipated development to develop an estimate of potential revenues to assess the potential benefit to the City of implementing the various impact fees. Based on the results of the feasibility analysis, Shawn then completed a parks and recreation impact fee study for the City.

City of Miramar (FL): Police, Fire Protection, and Recreational Municipal Impact Fee Study

Shawn performed a municipal impact fee study for the City of Miramar (City) that included fees associated with police, fire protection, and recreational services. This study included an analysis of growth and population projections, dwelling units, call data, and Level of Service (LOS) standards, and existing and planned capital facilities. For police and fire protection services the impact fees were designed for residential and non-residential classes of customers. The fees designed in the recreation services analysis were for residential customers only and included the development of a recreation impact fee for facilities and a separate community parks land dedication fee for land for properties not covered by a land donation agreement. Shawn has also assisted in the performance of stormwater revenue sufficiency studies for the City. These studies included developing projections of operating expenses, revenues, and capital funding and then evaluation the overall revenue sufficiency of the system and developing rate recommendations for implementation.

PROJECT LIST

- Alexandria Renew Enterprises (VA)
- City of Apopka (FL)
- City of Bartow (FL)
- City of Boynton Beach (FL)
- City of Canton (GA)
- City of Cape Coral (FL)
- City of Casselberry (FL)
- Charlotte County (FL)
- Citrus County (FL)
- City of Clermont (FL)
- City of Dade City (FL)
- Town of Davie (FL)
- City of Deerfield Beach (FL)
- Destin Water Users (FL)
- Englewood Area Fire Control District (FL)
- City of Groveland (FL)
- City of Hallandale Beach (FL)
- Immokalee Water and Sewer District (FL)
- Town of Lake Park (FL)
- City of Lake Wales (FL)

- City of Longwood (FL)
- Manatee County (FL)
- City of Marathon (FL)
- Midway Water System, Inc. (FL)
- City of Mount Dora (FL)
- City of Ocala (FL)
- City of Ormond Beach (FL)
- City of Oviedo (FL)
- Okeechobee Utility Authority (FL)
- City of Palm Coast (FL)
- City of Panama City Beach (FL)
- Pinellas Suncoast Fire & Rescue District (FL)
- City of Port Orange (FL)
- City of St. Cloud (FL)
- City of St. Pete Beach (FL)
- Sarasota County (FL)
- City of Stuart (FL)
- City of Treasure Island (FL)
- City of Umatilla (FL)
- City of Valdosta (GA)
- Wakulla County (FL)
- City of Warner Robins (GA)
- City of Winter Garden (FL)

Robert J. Ori CPA

SUBJECT MATTER EXPERT

Senior Principal

ROLE

Rob will provide input and guidance as a Subject Matter Expert for the cost-of-service and wholesale true-up components of this project.

PROFILE

Robert has: 1) performed utility revenue sufficiency and cost-of-service studies for over 175 local governments; 2) prepared financial feasibility and disclosure reports for approximately 95 transactions totaling over \$8.0 billion in proceeds in the traditional bond market, state revolving loans and rural development loans; 3) prepared financial due diligence evaluations for over 35 utility transactions; 4) served as the public service commission staff in the evaluation of franchised utility rate cases and has submitted testimony as an expert witness in support of rates; and 5) developed specialized rates such as low and high pressure reclaimed water rates, raw water rates, conservation rates, wholesale service and emergency service rates, development charges, and miscellaneous customer service rates. Robert has also been involved in the preparation of the capital improvement element for comprehensive land use plans, development and monitoring of municipal budgets, preparation of financial policies regarding liquidity and financial position, developed extension policies and agreements, assisted in development of service and capacity sales agreements and participated in contract negotiations, provided litigation support litigation services, and other related accounting, utility and public management advisory services.

Robert has been a frequently invited speaker addressing rate, accounting, and industry issues and has recently been involved in the American Water Works Association (AWWA) Rates and Charges Committee and the Finance, Accounting and Management Controls Committee. He is a contributing author to the newest addition of AWWA's *Manual of Practice No. 29, Fundamentals of Water Utility Capital Financing, Fourth Edition* and for the most recent published volume of AWWA's *Manual of Practice No. 1, Principles of Water Rates, Fees and Charges, Seventh Edition* and Contributing Author for the Water Environment Federation's 2018 published special publication, *The Water Reuse Roadmap*.

KEY PROJECT EXPERIENCE

Martin County (FL): Utility Rate Consulting Services

Robert has served the water, wastewater, and solid waste departments of Martin County (County) since 1994 and has performed a variety of utility services for the County. The initial services were associated with the performance of a rate evaluation to consolidate three separate districts into a single enterprise. In order to address the utility rate needs, Robert directed the development of a detailed cost-of-service analysis, which included the re-structuring of



Specialties

- Cost-of-service & rate studies
- Utility acquisitions
- Bond financing
- Wholesale service
- Developer/service agreements & policies
- Connection/development fees
- Business/strategic plans
- Strategic Planning Services
- Expert witness

Professional History

- Raftelis: Senior Principal (2025-present); Executive Vice President (2019-2024); President, PRMG (1994-2019)

Education

- Master of Science in Business Administration, Accounting - Rollins College (1985)
- Bachelor of Science in Business Administration in Accounting & Finance - University of Central Florida (1977)

Certifications

- Certified Public Accountant - Florida, No. 15822

Professional Memberships

- WEF
- AWWA
- Government & Florida Finance Officers Association
- American & Florida Institute of Certified Public Accountants
- Florida Stormwater Association
- Member of Citizens Advisory Group for Seminole County Educational Impact Fees (2017)
- Member of the Charter Review Committee for the City of Winter Springs, Florida (2001)
- Member of Florida Section AWWA Water Conservation Committee (1992-1997)

utility rates, development of reclaimed water rates, and the design of system development fees. Robert assisted in the financial valuation and acquisition of 12 privately owned utilities to bring the utilities under public ownership, eliminate small wastewater treatment systems, and to further regionalize system service to promote economies of scale. Robert also developed financial forecasts, rate covenant and additional bonds tests, and assisted in the rating agency presentations for seven separate bond issues totaling \$140,840,000 in bond and state revolving fund loan proceeds. He also directed the development of a detailed solid waste business forecast to model the financial needs of the system and to develop tipping or disposal fees and collection fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service. As part of a managed competition (privatization) initiative of the County, Robert assisted the utility department in preparing a price bill (Robert was responsible for the Finance and Customer Service Component of the bill), which was won by the County and also assisted the department in the preparation and presentation of a change order to the bid price. Other services have included the development of wholesale service assisted with charges and assisted with the negotiation of a water and sewer capacity swap with the City of Stuart, FL, development of reclaimed water rates and large user agreements, providing assistance for the development of a wastewater extension/septic tank replacement program, development of a price index rate adjustment formula for operating margin maintenance, and providing on-going utility rate and financial services.

City of West Palm Beach (FL): Utility Rate Consulting Services

Robert has performed a variety of utility services for the City of West Palm Beach (City) since 1994. He directed the development of a detailed utility rate study for the City's water, wastewater, and stormwater enterprise funds. Responsibilities included overseeing the development of a detailed billing frequency to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plan, the design of rates for service including a water conservation rate structure, and the design of other rates including raw water rates, wholesale water and wastewater rates for full and emergency service, system development charges, and miscellaneous fees for service. Robert has continuously updated this study on behalf of the City. Robert has also developed financial forecasts, rate covenant and additional bonds tests, financial disclosure reports, and assisted in the rating agency presentations for 10 separate bond issues totaling \$483,145,000 in bond proceeds, including the East Central Regional Treatment Operations Board financing which the City is the administrator for the facility. Other services have included providing assistance in wholesale service agreements, development of capital funding analyses in support of the utility master planning process and water treatment facility options, and other ongoing rate and financial services.

Hillsborough County (FL): Financial Consulting Services

Robert has performed a variety of services to Hillsborough County (County) over the past twenty-five years. The first engagement directed by Robert was an evaluation of the financial position, rates, and business issues and the identification of alternatives to improve financial performance and sustaining rates. This led to the development of the Blue Ribbon Committee by the Board of County Commissioners that developed a strategy/list of recommendations to improve the utility; Robert served as the lead consultant assisting the County staff during the Blue Ribbon Committee deliberations. Robert also directed the preparation of a detailed cost-of-service analysis to modify the rates for service. Attributes included the development of a detailed billing frequency to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plan, the design of innovative rates for service based on an equivalent residential unit basis (flow based by customer, not by meter size) which also included a water conservation rate structure, and the development of a purchased water pass-through adjustment and a price index adjustment clause to allow for operating margin stability. Robert also developed a financial disclosure report including rate covenant and additional bond compliance tests, assisted in the preparation of language revisions to the governing bond resolutions for operating, financing, and accounting issues, and participated in the rating agency presentations for the issuance of utility revenue bonds (including Build America and Economic Recovery Bonds) totaling \$448,179,000 and solid waste revenue bonds totaling

\$114,230,000 in bond proceeds. He also directed the development of a detailed solid waste business forecast to evaluate the financial needs of the system and to develop tipping or disposal fees and collection fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service. The financial forecasts for the water and wastewater system and the solid waste system have been updated annually as part of the County's strategic planning process. Most recently, he developed a street light rate evaluation (assessments) for approximately 740 lighting districts in the County serving over 125,000 parcels, including the development of a revenue sufficiency analysis and multi-year forecast of needs, a cost allocation evaluation to recover costs, managed the development of the property assessment roll to bill the district rates, and assisted in the update of the Street Lighting Ordinance.

Newton County Water and Sewerage Authority (GA): Revenue Sufficiency Analysis and Rate Evaluation

This project directed by Robert included the development of a five-year financial forecast model and revenue sufficiency analysis to evaluate financial performance, revenue sufficiency, and the ability to sustainably fund the capital needs of the water and wastewater utility system. The analysis also included the phase-in of a re-design of rates to eliminate minimum water use allowances in the base charge, increase large customer fixed cost contributions based on implied capacity availability, increase water conservation incentives, and to promote revenue stability and fairness and the development of a purchased water pass-through consumption charge mechanism. Robert also assisted the Newton County Water and Sewerage Authority (Authority) in the development of wholesale wastewater rates to service a neighboring local government, including the preparation of a comprehensive wholesale rate agreement between the parties. Other services have included: evaluation of the wholesale wastewater effluent disposal charges for land application; review of customer billing and late fee application, development of large user rates for industrial customers, and providing continued financial model updates to monitor rates and financial conditions.

Lee County (FL): Cost-of-Service Study, Bond Feasibility Study

Robert directed the preparation of a comprehensive cost-of-service study for the water and wastewater system which included a detailed customer billing frequency analysis, development of net revenue requirements, identification of a capital financing plan and cash flow evaluation, and the design of rates for service. Subsequent to the rate evaluation, Robert was responsible for overseeing the preparation of the financial due diligence, development of a system financial and rate consolidation analysis, and preparation of the bond feasibility disclosure report in support of the issuance of \$134,615,000 in utility revenue bonds which financed a utility acquisition that increased the water customer base by 64% and the wastewater customer base by 37%. Since the acquisition, Robert has been involved in a number of projects for Lee County (County), including: i) the preparation of detailed bond feasibility reports for three transactions totaling \$233,595,000 in bond proceeds; ii) the preparation of an update to the rate study to adopt a series of multi-year rate adjustments which were approved by the Board of County Commissioners as presented; iii) assisted in the valuation and negotiations of the purchase of the Gateway Services District wastewater treatment plant and regional site and the development of a separate bulk wastewater services agreement; iv) development of a detailed financial policy for the utility (maintenance of operating and capital reserves, financial targets, and long-term revenue sufficiency which was adopted by the Board of County Commissioners); and v) performing other miscellaneous services as requested by the County from time to time (e.g., development of a capital planning tool for staff to evaluate changes in CIP planning, evaluation of absorption of other private and publicly-owned utilities in the County, design of reclaimed water rates, etc.). He also directed the development of a detailed solid waste business forecast to evaluate the financial needs of the system and to develop tipping or disposal fees and collection fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service.

Collier County (FL): Utility Financial Consulting Services

Robert has been involved in directing numerous projects for Collier County (County) since 2001. Robert has directed: i) utility rate studies which involved the evaluation of the financial requirements of the utility, including

the development of a sustainability plan (primary objectives being capital re-investment and financial sustainability) and the adoption of a multi-year rate phasing plan that was approved by the Board of County Commissioners; ii) the development of water and wastewater impact fees; iii) the design of wholesale rates; iv) assisting in the development of a reclaimed water policy, ordinance, major and basic user agreements for service, and the design of low and high pressure reclaimed water rates; v) the development of a bond feasibility disclosure reports in support of the issuance of \$233,700,000 in bond proceeds; and vi) the development of an acquisition evaluation to consolidate a privately-owned utility system into the County System. He also directed the development of a detailed solid waste business forecast to evaluate the financial needs of the system and to develop tipping or disposal fees and collection fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service.

OTHER REPRESENTATIVE CLIENTS SERVED

- Ascension Parrish (LA)
- Brevard County (FL)
- City of Boca Raton (FL)
- Charlotte County (FL)
- City of Chattanooga (TN)
- Citrus County (Water and Wastewater Authority) (FL)
- East Central Regional Wastewater Treatment Operations Board (Palm Beach County, Cities of West Palm Beach, Riviera Beach, Lake Worth and Town of Palm Beach) (FL)
- Florida Governmental Utility Authority (FL)
- Florida Keys Aqueduct Authority (FL)
- City of Grimes (IA)
- Hernando County (FL)
- Town of Jupiter (FL)
- Town of Jupiter Island (FL)
- Town of Leesburg (VA)
- Manatee County (FL)
- Millennium Challenge Corporation – Timor-Leste
- City of Miami Beach (FL)
- Newton County (GA)
- City of North Port (FL)
- Oconee County (GA)
- City of Palm Coast (FL)
- Sarasota County (FL)
- Spanish Fort Water System, Inc. (AL)
- Stafford County (VA)
- St. Lucie County (FL)
- City of Sunrise (FL)
- City of Waycross (GA)
- Village of Wellington (FL)
- City of Winchester (VA)
- Town of Wrightsville Beach (NC)

PUBLICATIONS

- “Preparing for Rate Studies and Bond Financings: Is Your Utility Ready?” Florida Water Resources Journal, 2013
- “Utility Rates and the Political Environment,” AWWA Journal, 2011
- “The Water Reuse Roadmap,” WEF Published Special Publication, 2018
- “Fundamentals of Water Utility Capital Financing,” AWWA Manual of Practice 29, Fourth Edition, 2014
- “Principles of Water Rates, Fees, and Charges,” AWWA Manual of Practice 1, Seventh Edition, 2017

PRESENTATIONS

- “Capital Financing Plan: What Are My Options?” Florida Government Finance Officers Association (FGFOA) Annual Conference, 2016
- “A Water and Wastewater Utility Perspective on Water Supply and Pricing,” Broward Leaders Water Academy, 2013
- “Preparing for Rate Studies and Bond Financings: Is Your Utility Ready?” Florida Section of the AWWA Conference, 2012
- “Financial Analysis of Utility Systems,” FGFOA Annual Conference, 2010

- “Utilities are Big Business” FGFOA Annual Conference, 2009
- “Managing Wastewater Reuse Implementation as an Emerging Utility” The First Idaho Wastewater Reuse Conference, 2005
- “Developing Meaningful Management Reports,” FGFOA Annual Conference, 2004
- “Contract Operations: The Martin County Experience,” Seventh Annual American Water Works Association Customer Service Workshop, 1998
- “Competition and Customer Service,” AWWA Customer Service Issues Conference, 1997
- “Public-Private Partnering for Utility Infrastructure Financing in Collier County, Florida,” AWWA Annual Conference and Exposition, 1995
- “Innovative Water Conservation Ratemaking,” Florida Water Resources Journal, 1995
- “Utility Acquisitions,” AWWA Water Utility Financing Conference, 1993
- “Establishing Water Conservation Rates,” Florida Water Resources 67th Annual Conference, 1992
- “Water Conservation Rates and Solid Waste Variable Rates,” FGFOA 49th Annual Conference, 1991
- “Innovative Financing Alternatives,” AWWA Water Management Issues Conference, 1990

PROFESSIONAL HONORS

- AWWA Management and Leadership Division 2011 Best Paper Award

Christina Conchilla

STAFF CONSULTANT

Manager

ROLE

Christina will work at the direction of Shawn in conducting analyses and preparing deliverables for the project.

PROFILE

Christina has experience in the development of stormwater utilities and supporting the programmatic, financial, data management, and public relations elements that are part of implementing a utility. In addition to stormwater utility development, Christina has experience with wetland delineation, permitting and mitigation, Brownfields assessments, environmental due diligence activities, and NEPA planning.

KEY PROJECT EXPERIENCE

City of Dunedin (FL): Stormwater Utility Program Review and Rate Study

Christina served as Project Manager for this Stormwater Program Review and Stormwater Utility Rate Study. This project included a full review and gap analysis of the City's stormwater program, the basis of which is their co-permittee status on the Pinellas County National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit and Total Maximum Daily Load (TMDL) requirement. Based upon the findings of the review and gap analysis, as well as the City's interest in implementing a resiliency program, Christina and team recommended changes to the City's Operations, Maintenance and Capital budgets.

Town of Ponce Inlet (FL): Stormwater Utility Feasibility Study

Christina served as Project Manager for this Stormwater Utility Feasibility Study project. Christina assisted the Town with investigating if a Stormwater Utility would be a feasible mechanism for providing an equitable, dedicated and stable revenue source to fund their stormwater program. Christina led efforts to develop an impervious area based rate structure, including determination of the Town's ERU, estimated their billing units of service, and estimated the stormwater program's revenue requirements based upon a review of the Town's NPDES MS4 permit requirements and interviews with Town staff regarding their current service provision, potential gaps, and future program needs. Christina collaborated on production of a financial model that calculated potential stormwater utility rates at three levels of capital improvement program spending. Christina supervised production of and provided quality control and industry knowledge for a Stormwater Utility Feasibility Study report.

City of Orlando (FL): Stormwater Utility Credit Study

Christina is serving as Project Manager for this Stormwater Utility Credit Study. The City automatically applies stormwater utility credits to commercial and multi-family residential properties that have been constructed since the implementation of the Orlando Urban Stormwater Management Manual (OUSWMM), however determined that there are another set of credit holders unrelated to OUSWMM compliance. Christina has led efforts to classify these



Specialties

- Stormwater utility financial & rate analyses
- Stormwater permitting & compliance
- Stormwater program development
- Public outreach
- ArcGIS geospatial analysis

Professional History

- Raftelis: Manager (2024-present); Senior Consultant (2019-2023)
- AMEC Foster Wheeler: Senior Environmental Specialist (2008-2015)
- ECS Carolinas: Senior Environmental Specialist (2005-2008)
- North Carolina Division of Water Quality: Environmental Specialist II (2005)
- New Jersey Department of Transportation: Environmental Specialist (2001-2005)
- New Jersey Water Watch: Americorps Volunteer (2000-2001)

Professional Associations

- APWA-NC Sustainability Committee Co-Chair

Education

- Bachelor of Science in Environmental Science - Virginia Tech University (2000)

customers and recommend updates to their credits, including benchmarking the City's credit program against other communities that have updated their stormwater utility credit policies.

City of Port St. Lucie (FL): Stormwater Rebate Study

Christina is serving as Project Manager for this Stormwater Rebate Study. Christina led the analysis of the historic and current stormwater expenditures of Community Development Districts (CDDs) within the City, and comparison of these expenditures to the stormwater utility fee rebates funded to each CDD. The study included collection and review of financial data from CDDs (both publicly available and requested) related to operation and maintenance of the CDDs stormwater system, collection and review of financial data from the City regarding stormwater rebates provided to each CDD, review of the City's Stormwater Program level of service, and analysis of historical CDD stormwater expenditures as compared to City utility fee rebates. Christina collaborated with other Raftelis staff to produce a report outlining the findings of the study.

City of Treasure Island (FL): Stormwater Utility Rate Structure Change and Data Development

Christina assisted City with a stormwater rate and rate structure update, including an update to their equivalent residential unit (ERU) and impervious area mapping and a rate structure alternatives analysis. Christina presented a five-year rate schedule and proposed rate increase to the City Commissioners during a budget workshop in August 2023, which was unanimously approved. Christina led efforts to match parcel-based billing data to the City's existing stormwater utility accounts and updated the stormwater bill file to reflect the increased rate, new ERUs and updated impervious area measurements. Christina produced a final rate study report, including recommendations for stormwater utility credits.

City of Jacksonville Beach (FL): Stormwater Utility Rate Study

Christina is serving as Project Manager for this Stormwater Utility Rate Study project, where Raftelis is a subconsultant to Jones Edmunds. Christina is assisting the City with a stormwater rate and rate structure update, including an update to their ERU and impervious area mapping and a rate structure alternatives analysis. In collaboration with Jones Edmunds, Christina conducted a review of the City's current stormwater program and interviewed staff to gather the City's perspective on service provision, potential gaps, and future program needs. This project is ongoing

City of Hallandale Beach (FL): Stormwater Rate Structure Change and Data Development

Christina is assisting the City with an evaluation of their existing stormwater utility billing data, matching parcels to accounts and determining where parcels with impervious area may not have current stormwater accounts, in advance of a stormwater utility update.

City of Stuart (FL): Stormwater Utility Rate Structure Change and Data Development

Christina assisted the City with a stormwater rate and rate structure update, including an update to their equivalent residential unit (ERU). The City currently uses a rate structure with both impervious area and pervious area components and Christina evaluated the City's current billing policies, with a particular emphasis on equity between various customer classes, including multi-family residential customers and vacant residential customers. Christina produced a Rate Structure Recommendation Report.

City of Pompano Beach (FL): Stormwater Utility Rate Structure Analysis and Water, Sewer, Stormwater, Reclaimed Water Billing Data Review

Christina is serving as Project Manager for this project to update the City's existing stormwater utility billing data, including calculation of an updated ERU, update of impervious area measurements for the City's non-single family residential parcels and multi-family residential parcels, production of customer service exhibits and revisions to the

City's existing stormwater utility ordinance . Christina also led efforts to review the City's existing utility billing data, including Water, Sewer, Stormwater, and Reclaimed Water utilities, with an emphasis on customer classification and application of the various utility rates to those customers. As part of this effort, Raftelis produced a Billing Data Review Report with our findings.

City of West Palm Beach (FL): Stormwater Utility Rate Structure Analysis

Christina was the task manager for the digitization of impervious area for both non-single family residential parcels and a sample of single-family residential parcels in the City of West Palm Beach (City). Christina used this data to calculate a new Equivalent Residential Unit (ERU) for the City and to select tiering thresholds for a three-tiered residential rate structure.

PROJECT LIST

- Treasure Island, FL (rate structure change and data development)
- Hallandale Beach, FL (rate structure change and data development)
- Stuart, FL (rate structure change and data development)
- Surfside, FL (litigation support)
- West Palm Beach, FL (rate structure analysis)
- Arlington County, VA (data development)
- Creedmoor, NC (stormwater program and permitting assistance)
- Butner, NC (stormwater program and permitting assistance)
- East Liverpool, OH (data development)
- Reno, NV (data development)
- Rockdale County, GA (data development)
- Pompano Beach, FL (rate structure analysis)
- Lexington, MA (stormwater utility implementation)
- AWWA Thinking Outside the Bill
- City of Dallas, TX (rate structure update)
- City of San Jose, CA (rate structure update)
- City of Columbus, OH (credit program)
- City of Boston, MA (stormwater utility implementation, data development)
- Pittsburgh Water and Sewer Authority, PWSA, PA (stormwater utility implementation, data development)
- Northeast Ohio Regional Sewer District, OH (data development)
- Lexington-Fayette Urban County Government, KY (stormwater utility implementation, data development)
- City of Tega Cay, SC (stormwater utility implementation, data development)
- City of Jacksonville, NC, (stormwater program and permitting assistance)

Matthew Ori

STAFF CONSULTANT

Senior Consultant



ROLE

Matthew will work at the direction of Shawn in conducting analyses and preparing deliverables for the project.

PROFILE

Matthew provides analytical support for utility financial forecasts, water and sewer rate design, and revenue sufficiency analyses for the firm's water, wastewater, stormwater, and solid waste clients. Matthew has provided analytical support to over 20 different utilities. Matthew has also supported due diligence and litigation services, utility acquisitions and assisted in the preparation of several financial feasibility studies, disclosure of the water and wastewater system, reports, and customer statistical analyses.

KEY PROJECT EXPERIENCE

City of West Palm Beach (FL): Water and Wastewater Revenue Sufficiency Study

Matthew has assisted the City of West Palm Beach (City) in development of the most recent water and wastewater revenue sufficiency study. Matthew updated the City's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, and costs associated with the East Central Regional (ECR) wastewater treatment project, as well as assisting in the development of various financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects

City of Cooper City (FL): Water and Wastewater Revenue Sufficiency Study, Stormwater Revenue Sufficiency Study, Rate Development Study

Matthew has been assisting the City of Cooper City (City) since 2013 in development of their water and wastewater revenue sufficiency studies. Matthew updated the City's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. In addition, Matthew has assisted the city in the development of their stormwater revenue sufficiency and rate development study in conjunction with assistance in identifying customer accounts within the system that meet different class criteria.

Specialties

- Financial forecast modeling
- Customer billing analysis
- Rate comparison/surveys
- Rate design modeling
- Customer bill impact & affordability analyses
- Management dashboard & financial metrics
- Stormwater modeling

Professional History

- Raftelis: Senior Consultant (2021-present); Consultant (2019-2020); Senior Rate Analyst, PRMG (2017-2019); Analyst, PRMG (2012-2017)

Education

- Bachelor of Science in Business Administration, Finance - University of Florida (2012)

Professional Memberships

- Florida Stormwater Association (FSA)

Martin County (FL): Water and Wastewater System Financial Forecast, Biosolids Treatment Analyses, Solid Waste Financial Forecast, Capital Finance Plan & Business Plan

Matthew has been working with Martin County (County) since 2012 and has assisted in the update and development of the 10-year water and wastewater system financial forecast in support of revenue sufficiency and rate design studies. Matthew was responsible for the compilation and historical trend analysis of customer billing statistics, billing frequency analyses, trends in operating expenses and comparisons of budgeted to actual operating results. Matthew has also assisted in developing the forecast of customer growth, demand, and operating expenditures. The results of the analyses and the financial model updated by Matthew were presented to County staff during interactive work sessions to gain input from the client and present the sensitivity of various changes in assumptions. In addition, Matthew also provided analytical support for cost/benefit analyses for alternative biosolids treatment processes and forecast of non-ad-valorem special assessment revenues, as well as utility rate surveys and comparisons. In addition, Matthew has assisted on the solid waste financial forecast in support of revenue sufficiency study, including review of hauler agreements and analysis of historical tonnage statistics. Matthew also assisted the County in the development of their Capital Finance Plan and Business Plan in conjunction with the issuance of water and sewer SRF Loans.

Hillsborough County (FL): Solid Waste Financial Forecast, Stormwater Financial Forecast

Matthew has assisted Hillsborough County (County) in the development of a five-year solid waste financial forecast in support of revenue sufficiency and analysis of new franchise hauler agreements within the system. Working directly with staff, Matthew has assisted in the analysis of franchise area billing units, recycling revenues, and the costs associated with landfill operating and closure. In addition to the solid waste forecast, Matthew also assisted the County with rate surveys and comparisons and has assisted in the development of the water and wastewater system financial forecast. In addition, Matthew has assisted the County in the development of a five-year stormwater financial forecast in support of revenue sufficiency and analysis of new rate alternatives within the system, including detailed analysis of several capital plan alternatives.

Village of Golf (FL): Water and Wastewater Financial Forecast, Capital Finance Plan and Business Plan

Matthew has assisted Village of Golf (Village) in the development of a five-year water and wastewater financial forecast. Matthew updated the Village's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. In addition, Matthew has assisted the city in the development of their Capital Finance Plan and Business Plan in preparation of issuing State Revolving Loans and worked alongside the village's engineering consultants and FDEP in the preparation of the files.

Village of Tequesta (FL): Water Revenue Sufficiency Study & Stormwater Financial Forecast Analysis

Matthew has assisted Village of Tequesta (Village) since 2019 in development of their water revenue sufficiency studies. Matthew updated the Village's rate/financial model, including customer statistics, revenues, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. Matthew has also assisted the village in determination of a capital recovery charge to help the village fund various large scale capital programs over a twenty year time period. In addition, Matthew has assisted the village in the development of their stormwater revenue sufficiency and rate development study in conjunction with updating their stormwater rate structure which

included detailed analysis of the customer statistics, review of impervious surface area for rate design, and capital funding analysis.

Manatee County (FL): Stormwater Financial Forecast Analysis

Matthew was responsible for the development of the stormwater financial forecast analysis, detailed customer statistical analyses, as well as assisting in the rate design analyses to help support of the creation of the Manatee County stormwater program. Matthew assisted in the creation of presentations for the County Commission Meetings, as well as assisting in continued education for the customers. In order to provide additional information concerning the effective rate for the system, Matthew assisted in detailed evaluations of system needs and to support the creation of the stormwater program.

City of Orlando (FL): Stormwater Financial Forecast Analysis

Matthew was responsible for the development of the stormwater financial forecast analysis, including an institutional background review of comprehensive annual financial reports and outstanding loan agreements. Matthew prepared detailed customer statistical analyses, as well as assisting in the rate design analyses to help support revenue projections. In order to provide additional information concerning the effects of the rate impacts to customers' utility bills, Matthew prepared detailed bill comparisons evaluating individual bills for different rate alternatives.

City of Sunrise (FL): Water and Wastewater Financial Forecast and Utility Acquisition Study

Matthew has assisted the City of Sunrise (City) in development of the most recent water and wastewater financial forecast as well as rate design for the system. Matthew updated the City's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. Additionally, Matthew assisted in customer impact analysis during the rate design process to help ensure fair and equitable rates were being designed, as well as the rate design process. Matthew has also assisted in a utility acquisition analysis between the City of Sunrise and Town of Davie utilities. The work effort involved analyzing the Town of Davie under different scenarios under Sunrise, including different rate options, debt financing assumptions, capital finance planning, and customer growth assumptions. Matthew and the team worked closely city and town staff as well as consulting engineers throughout the duration of the project.

Hernando County (FL): Water and Wastewater Financial Forecast, Water and Sewer Rate Design, Connection Fee Rate Design & Miscellaneous Fee Rate Design

Matthew has assisted Hernando County (County) in development of the most recent water and wastewater financial forecast as well as rate design for the system. Matthew updated the County's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. Additionally, Matthew assisted in customer impact analysis during the rate design process to help ensure fair and equitable rates were being designed, as well as the rate design process.

Matthew also assisted the County in the development of their water and sewer connection fees. This involved detailed analysis of the County's fixed asset records and capital plan to determine what was eligible to be included in fee.

Additionally, Matthew assisted in the design of several miscellaneous fees for the County, involving interviewing support staff to determine what went into the fee, analyzing costs associated with materials and labor as they relate to specific customer requests.

PROJECT LIST

- Brevard County (FL) – Water/Sewer revenue sufficiency study, impact fee analysis, and miscellaneous analytical assistance
- City of Clermont (FL) – Miscellaneous analytical assistance
- City of Daytona Beach (FL) – Miscellaneous analytical assistance
- City of Dunnellon (FL) – Impact fee analysis and miscellaneous analytical assistance
- Dunes CDD (FL) – Water/Sewer revenue sufficiency study
- City of Edgewater (FL) – Water/Sewer revenue sufficiency study and stormwater revenue sufficiency study
- Fairfax County (VA) – Water/Sewer revenue sufficiency study
- Flagler County (FL) – Miscellaneous analytical assistance
- Florida Governmental Utility Authority (FL) – Acquisition analysis, impact fee analysis, and bond feasibility
- City of Highland Beach (FL) – Miscellaneous analytical assistance
- Hernando County (FL) – Water/Sewer revenue sufficiency studies
- Lee County (FL) – Miscellaneous analytical assistance
- City of Longwood (FL) – Water/Sewer revenue sufficiency study
- Martin County (FL) – Bond feasibility
- City of Miami Beach (FL) – Stormwater revenue sufficiency study, bond feasibility, and miscellaneous analytical assistance
- Nassau County (FL) – Acquisition analysis
- Newton County (GA) – Water/Sewer revenue sufficiency study
- Newton County Water and Sewage Authority (GA) – Water/Sewer revenue sufficiency study
- City of Ocala (FL) – Stormwater revenue sufficiency study and rate design/rate adequacy
- City of Oconee (GA) -
- City of Panama City Beach (FL) – Impact fee analysis
- Riviera Beach Utility District (FL) – Miscellaneous analytical assistance and Bond Feasibility
- Sarasota County (FL) – Miscellaneous analytical assistance
- City of St. Pete Beach (FL) – Impact fee analysis and miscellaneous analytical assistance
- Stafford County (VA) – Water/Sewer revenue sufficiency study
- City of Titusville (FL) – Miscellaneous analytical assistance

Brittany Baporis

STAFF CONSULTANT

Senior Consultant



ROLE

Brittany will work at the direction of Shawn in conducting analyses and preparing deliverables for the project.

PROFILE

Brittany has a strong background in GIS analysis, data management, financial modeling, and software implementation. During her education, Brittany focused on water and climate data analysis with a specific interest in spatial application. In her six years with Raftelis, Brittany has consulted with numerous clients on projects related to stormwater utility feasibility, development, and implementation as well as solid waste services, software solutions, and affordability analyses. Her expertise lies in using financial modeling to evaluate different stormwater funding mechanisms and leveraging spatial and customer data to design rate structures to equitably recover costs.

Specialties

- Stormwater fee & program development
- Spatial analysis
- Software testing
- Data modeling

Professional History

- Raftelis: Senior Consultant (2024-present); Consultant (2020-2023); Associate Consultant (2018-2019)

Education

- Bachelor of Science in Environmental Science - University of North Carolina at Chapel Hill (2018)
- Bachelor of Arts in Geography - University of North Carolina at Chapel Hill (2018)

KEY PROJECT EXPERIENCE

City of Apopka (FL): Stormwater Rate Study

The City of Apopka engaged Raftelis to complete a stormwater rate study to update the City's rate structure from customer class-based charges to an impervious area-based stormwater fee and evaluate moving from a utility fee to a non-ad valorem assessment levied on the tax bill. Raftelis digitized all commercial properties in the City to calculate impervious area-based fees and a sample of residential properties to determine class wide fees. Brittany performed statistical analysis using a regression equation to determine estimated impervious area values for all single-family residential properties in the City based on the sample properties. These estimated values were then placed into 3 tiers to create a more equitable residential rate structure. This project resulted in the successful adoption of a 3-tiered residential and impervious area-based rate structure, and a rate schedule for a several year period to slowly implement required rates.

The City has reengaged Raftelis to provide annual stormwater tax rolls since implementing the updated structure and Brittany has completed all annual updates. In 2024, Brittany managed an additional contract with the City to update commercial impervious areas, complete an updated vacant property analysis to support the structure's base fee, and create an updated tax roll with the measurements and the first rate increase of the implementation schedule.

City of Cocoa Beach (FL): Stormwater Rate Study

The City of Cocoa Beach (City) engaged Raftelis to complete a stormwater rate study to ensure revenue sufficiency of the program in the near term. The City had recently dipped into reserves to pay for necessary maintenance and was looking for updated rates to build and maintain consistent reserves compliant with City policies and practices. Additionally, the City's equivalent residential unit (ERU), forming the basis of the stormwater fee, had not been updated in many years and the City wished to review this figure. The City currently bills multi-family properties at half of the current ERU, per unit. Brittany oversaw the data development to inform an updated ERU through the measurement of impervious area on a sample of single-family residential properties. She presented these results as

part of the preliminary study results. Due to a large increase in the equivalent residential unit, the City is considering additional sampling and analysis to review the relationship between single-family and multi-family properties. The City adopted updated rates consistent with rate study findings in 2024.

City of Hallandale Beach (FL): Stormwater Rate Study

The City of Hallandale Beach (City), located in Broward County, is facing large-scale stormwater program needs and increasing pressure on existing stormwater rates. Before any rate increases, the City wishes to evaluate current stormwater charges and develop the supporting data which can be tied back to stormwater fees. To do so Raftelis has measured impervious area on all property types within the City including samples across different residential property types. Through a comparison of parcel data and current billing data, Raftelis determined that there is a population of properties the City is not currently capturing due to data maintenance and property changes. The City currently bills on utility bills but is considering the move to a non-ad valorem assessment levied on the tax bill. Brittany designed multiple rate structure alternatives to support the rate study, specifically reviewing multi-family billing policies, and is providing ongoing rate structure analysis, modeling, and public meeting support.

City of Marathon (FL): Stormwater Rate Study

Brittany worked with the City of Marathon (City) to validate the City's previous stormwater assessment roll, prepared by a different consultant, and to develop an understanding of where billing diverged from the City's stormwater ordinance. This included overseeing the digitization of non-residential properties in Marathon, the development of data sets that support mandated exemptions, and evaluating the feasibility of leveraging an existing piece of software Raftelis built in a previous engagement for the City to calculate stormwater fees in the future. This project revealed several inconsistencies between policy and billings that Brittany summarized in a technical memo, addressed in an updated billing file, and created datasets to ensure correct policy application into the future.

City of Plant City (FL): Stormwater Rate Study

Plant City (City) was interested in re-examining their Equivalent Residential Unit and the impact updating this figure would have on revenue sufficiency as well as on bills for different types of residential properties. Brittany managed the digitization of a residential sample and created a financial model to assess the customer and program impacts of multiple rate structure alternatives differentiating residential billing methods. These updates were adopted by the City and Brittany assisted in the review of Code of Ordinance updates for these changes. Brittany completed an update of the City's billing file to implement recommended changes to the rate structure.

City of Stuart (FL): Stormwater Rate Study

Brittany assisted the City of Stuart (City) in updates to the existing stormwater rate structure by digitizing a sample of residential properties. Every jurisdiction has unique data challenges and Brittany spent extensive time looking through the City's property data to identify the types of properties within specific land use classes, modifying Raftelis' typical geoprocessing to accommodate specifications in the City's parcel data, and recommending strategies for handling other challenges. Additional non-residential measurements were completed and Brittany provided quality control effort on their integration as units of service into the City's financial model.

Village of Key Biscayne (FL): Stormwater Rate Study

The Village of Key Biscayne (Village) manages a stormwater system within its incorporated area and is responsible for funding the continual operating, maintenance, and capital costs for stormwater service. The Village is a small community within Miami-Dade County that has a high proportion of condo units. Prior to the rate study completed in 2022, the Village charged multi-family and single-family customer classes based on the number of units and non-residential customer classes based on impervious area utilizing an equivalent residential unit (ERU). The Village retained Raftelis to conduct a stormwater rate study to recommend an appropriate rate structure for the unique make-up of the Village in accordance with industry best practices and to establish a new rate that supports a

financially sufficient utility into the future. To achieve these goals, Raftelis developed the supporting data to update the ERU by measuring a sample of residential properties and evaluating the relationship between condos and single-family homes. From this, Raftelis developed and recommended multiple rate structure options from which the Village selected its current structure which appropriately recovers stormwater costs and enhances the equity of the fees charged. Brittany developed the process for allocating impervious area between multi-family condo units and presentation materials for the council.

City of Largo (FL): Stormwater Rate Study

The City of Largo contracted Raftelis to perform an update of the City's multi-family residential properties within their stormwater rate structure and evaluate billing assumptions for this customer class. The City's data and stormwater rates were developed in 1991 and have only received ad hoc updates since then. This effort measured the impervious area on all multi-family properties in the City. Brittany's role was to oversee the management of the subconsultant that performed the digitization, QC the subconsultant's work, and incorporate this data into a model she built to calculate an estimated per unit value. She also calculated the billing differences expected from these updates, wrote the final report, and updated the information according to evolving client needs.

PROJECT LIST

- Philadelphia (PA) – Customer Assistance Program & rate case discovery support
- City of Apopka (FL) – stormwater rate structure update, annual tax roll update, data development
- City of Cocoa Beach (FL) – stormwater rate structure update
- City of Groveland (FL) – stormwater utility feasibility study
- City of Hallandale Beach (FL) – stormwater rate structure update
- Plant City (FL) – stormwater rate structure update
- City of Marathon (FL) – data development and stormwater billing audit
- Montgomery County (OH) – solid waste software and rate structure go-live
- City of Baltimore (MD) – stormwater billing software update, continued software and program support
- City of Dallas (TX) – stormwater billing software maintenance
- Arlington County (VA) – stormwater utility feasibility study, stormwater utility & software implementation, software maintenance
- City of Largo (FL) – stormwater rate structure update
- Village of Key Biscayne – stormwater rate structure update
- Town of Bluffton (SC) – annual model & units of service update
- Town of Westford (MA) – stormwater data development
- Town of North East (MD) – stormwater policy review
- City of Reno (NV) – Impervious area development
- City of Akron (OH) – Units of service estimation
- City of Boston (MA) – Data management
- City of Pittsburgh (PA) – Data analysis, stormwater fee implementation
- City of Thornton (CO) – GIS analysis

PROJECT APPROACH

Project Approach

This section describes the project team's understanding of the utility rate consulting services required by the City. Based on our review of the information contained in the request for proposals and our understanding of the City, we have prepared a work plan and schedule for a wastewater, reclaimed water, and stormwater (utility systems) utility rate study. Based on our overall understanding of the project, we believe the services required by the City include:

- Review of the City's financial planning and rate administrative issues including bond documents, rate resolutions, ordinances, wholesale service agreements, and current rate administrative practices. This review will also include recommendations regarding governance of stormwater functions.
- Development of projections of wastewater, reclaimed water, and stormwater customers, usage levels and service characteristics for financial planning and rate evaluation purposes.
- Development of updated wastewater capital connection fees.
- Evaluate the overall financial position of the utility systems and evaluate compliance with financial performance measures and targets.
- Review the utility system's capital improvement plans and develop capital funding plans that minimizes the rate impact of funding such improvements.
- Review the City's utility financial planning/budgetary process and develop projections of the annual cash revenue requirements for the utility systems.
- Evaluate the effects of reclaimed water rate structures designed to promote the conservation of water resources utilizing a bill frequency and rate revenue analysis.
- Design monthly utility system rates based on cost-of-service principles, industry standards related to conservation rate structures and the City's pricing philosophy and financial goals and objectives.
- Assist the City with the public information and rate implementation plan and adoption process to provide information and gain support for the approval of the proposed rates and fees for monthly utility service.

Project Goals and Objectives

We believe that the major goals and objectives to be accomplished by the study are:

1. The rates for utility service should be fair, equitable and defensible. To satisfy these criteria rates should reflect the cost of providing service. In preparing the cost-of-service analysis, the allocation of costs among customer classes and rate structure components will be based upon level of service considerations and the City's available operating, accounting, financial and customer information. The cost-of-service analysis matches the benefits received by customers with the cost of providing service, based on specific customer class attributes and system specific operating characteristics and facilities costs.
2. The rates for service should maintain the financial integrity and sustainability of the utility systems. Utility revenues should be sufficient to satisfy existing and future operating expenses and other costs, provide for funding for the City's capital improvement program, including funds for system expansion and the capital reinvestment associated with renewals and replacement of utility infrastructure, and allow for appropriate reserve fund balance levels.
3. The rates for service must satisfy any existing or future debt-related rate covenant/loan service requirements. These requirements typically include flow of fund requirements, cash flow and debt service coverage targets and reserve fund balance targets.

4. Communication of the basis for the proposed utility rates including disclosure of the full impact of any proposed rates, fees and charges to the City and the public. Due to potential rate adjustments among various types of customers served by the City, a detailed comparison of the existing and proposed rates will be provided to illustrate the effect of proposed rates on the City's customers. This is an important project objective since factors other than cost of service may need to be addressed in order to meet the reasonableness and "political tests" associated with adopting prices for service to the ultimate customer. An example of an approach to deal with such factors is the phase in of cost of service principles and rate levels over time to avoid "rate shock" to customers.
5. Utilizing the City's integrated Microsoft Excel based rate and financial planning model to allow the City to prepare alternative rate and financial forecasts to accommodate the City's financial and capital planning process and evaluate alternative capital financing plans, cost recovery strategies and rate design options. The rate and financial planning model will formalize the City's objectives and criteria related to achieving financial stability and equitable cost allocation and rate design.

General Project Approach

Our approach entails a utility financial and rate planning process that is consistent with the City's management goals, the existing financial planning and budgetary process, financial information systems and data, and the goals and objectives previously discussed. The critical nature of the rate consultant's role will require a project team capable of coordinating with the City staff and, as necessary, other consultants, financial advisors, grant and legal counsel, to solve issues related to:

- Capital funding plans;
- Current and future revenue requirements;
- Current and future rate levels;
- Cost recovery strategies; and
- Rate and fee structures.

Our general approach to providing the proposed utility rate consulting services for the City will place a major emphasis on the coordination elements of the study process. The Raftelis project team includes a senior level principal and project manager that together have over thirty years of experience on numerous utility rate projects.

These team members have also individually managed numerous wastewater, reclaimed water, and stormwater rate studies for public sector clients in Florida.

The proposed utility rate study work plan includes four (4) meetings with the City staff to: 1) initiate the project, to confirm project goals and objective, and finalize the work plan and schedule, meetings to gather and discuss data needs, and 2) ensure that the study's results achieve identified goals, objectives and schedules as well as review study assumptions and results. The work plan also includes attendance at a Finance Committee meeting, a Council Workshop and a public hearing to present the study results.

Experience has taught us to perform rate studies in a series of phases. We have found this approach to be very successful in meeting the rate and financial planning needs of our clients. We believe a phased approach to the work plan will help to successfully coordinate the efforts of our project team and the City staff for the following reasons:

1. A phased approach allows the City staff to get involved in the fundamental planning assumptions and analysis at various points throughout the study and to continuously monitor the study progress;

2. It allows the City staff to provide more effective input to the rate study process to make strategic decisions, and to affirm that the study is on course and consistent with the City's policies, goals and objectives, thus ensuring a successful project;
3. It allows the City staff to fully understand the individual study components of the study and promotes a more effective public information program.

Project Methodology

Raftelis utilizes a comprehensive business planning approach to address utility rate and financial issues. We believe that the City's utility rate and financial planning process should be consistent with management and policy goals and objectives, financial information systems and accounting practices and the utility planning process and should address the issues shown below in Figure 1-1.

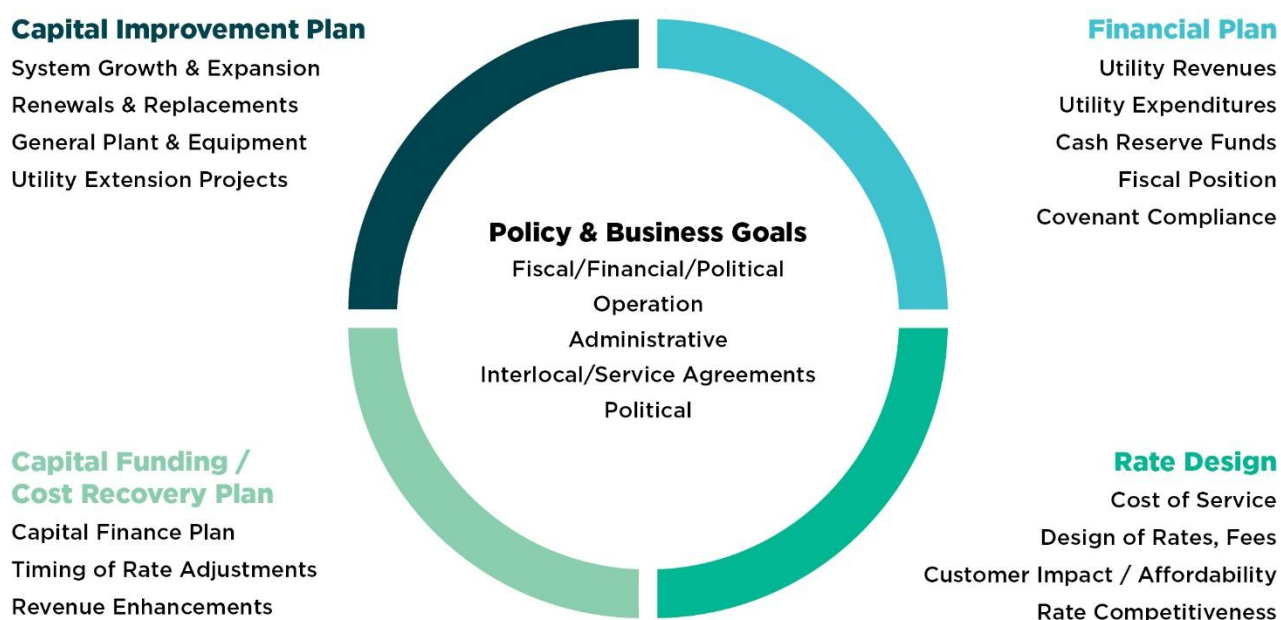


Figure 1-1: Utility Financial Forecast Model

The business planning process links the City's overall utility program policy and business goals with utility program costs, resources and pricing methods.

Utility Rate and Financial Model

Raftelis' approach to addressing the City's utility rate and financial planning issues has been facilitated by the use of our utility rate and financial planning model that has been adapted to specifically accommodate the City's budgetary process and the data that is readily available from financial information and customer billing systems and operating reports. Our comprehensive business approach and planning tools have allowed Raftelis project staff to work closely with City staff. We utilize interactive work sessions to develop strategies that result in a balanced and sustainable rate and financial plan.

The utility rate and financial model developed by Raftelis for the City of St. Pete Beach's utility systems formalizes the business planning and rate development process. The model helps communicate the issues and simplify the

understanding of dynamic financial relationships among customer demand, operations, capital, management and policy decisions and how these key variables affect rate requirements. The rate and financial model is an excellent tool to support decision making and communicate the sensitivity of key variables. However, Raftelis' added value is our client focus, dedicated employees, industry insight and experience that allows us to develop innovative business solutions based on shared experience from our significant client base and our industry leadership role. Raftelis' rate and financial model recognizes the appropriate level of information and analytical detail in order to:

- Identify and Track Key Policy Variables
- Allow the User to Forecast Financial Requirements to Meet Enterprise Goals and Objectives
- Allow the User to Evaluate Alternative Financial Scenarios
- Allow the User to Examine Trends and Measure Performance
- Allow the User to Evaluate the Sufficiency of the Current Rates for Service
- Allow the User to Evaluate Alternative Utility Cost Recovery Strategies and Rate Levels

As Figure 1-2 shows, the various rate and financial model components that are supported by a general user input section, and a management dashboard highlighting the forecast results.

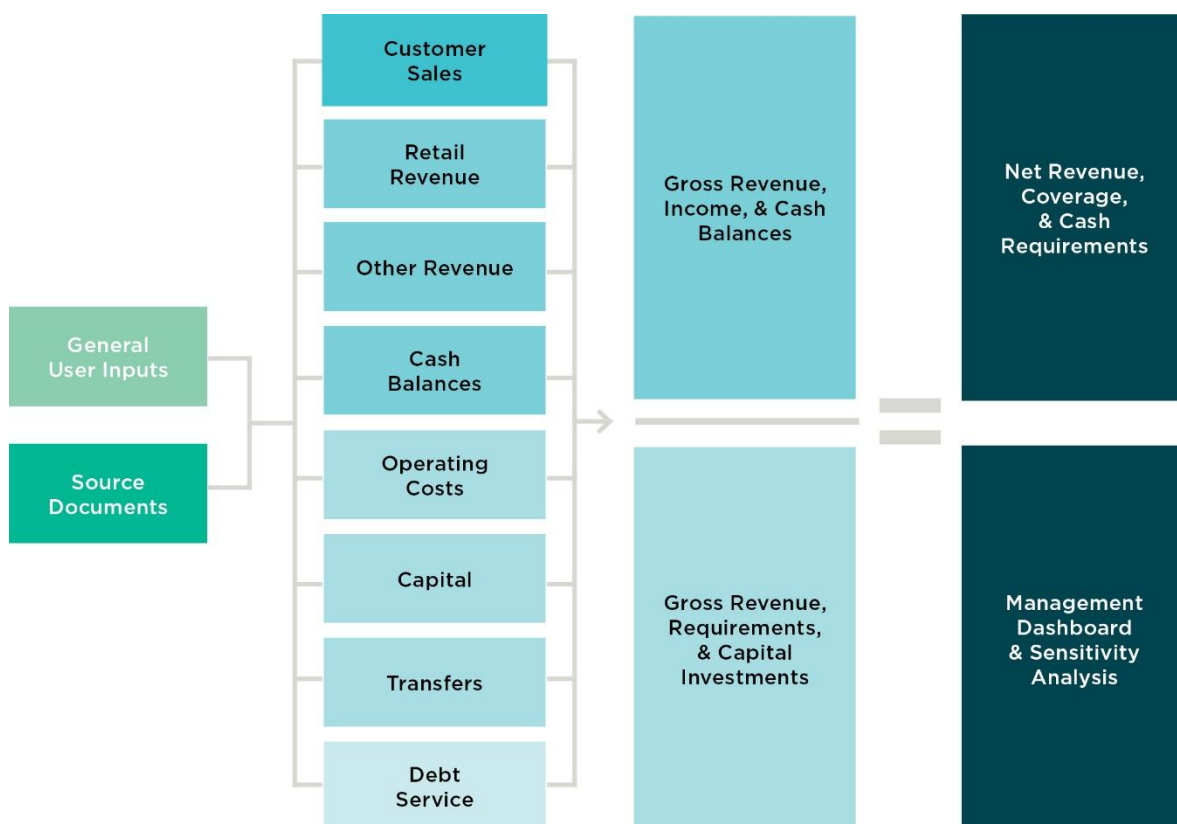


Figure 1-2: Utility Financial Forecast Model

In order to evaluate the results of the utility financial plan with key City staff members, a management dashboard is used to identify and track key policy and management objectives related to financial performance and the adequacy of utility rates. Based on the rate and financial model inputs supported by the user, the management dashboard can be used to create and review a summary of forecast results on a real time basis. This allows us to conduct interactive work sessions and develop the parameters of the utility rate and financial plan with the full involvement of the City staff.

Figure 1-3 shows an example management dashboard that illustrates the key variables and performance measures incorporated into the rate and financial model.



Figure 1-3: Management Dashboard

WORK PLAN

Work Plan

Our approach also includes project management and quality control steps to ensure that study results are reasonable, achieved cost effectively, and on schedule. A rate study schedule will be developed in conjunction with the City staff at the beginning of the project. The schedule will be reviewed by the Project Manager on an ongoing basis and updated, as required, to keep track of study progress. Scheduling problems, corrective measures and adjustments, as necessary, will be coordinated with the City staff as they occur. Additionally, a detailed cost estimate by study task will be prepared for each specific project phase and task. This cost estimate will be used to track actual project costs and will be reviewed periodically to ensure project cost control.

Key Project Steps

The key steps and actions necessary to complete the project scope include:

- Finalize Project Work Plan and Schedule
- Data Gathering
- Rate / Financial Model
 - Growth Rates for Customer Growth, Sales and Revenues
 - Operating Budget
 - Capital Improvement Plan
 - Financial Position / Cash Reserves
 - Cost Recovery Plan
- Work Sessions with City Staff
 - Define the Base Case
 - Identify Alternatives
 - Perform Sensitivity Analysis
- Summarize Recommended Strategies
- Meeting with City's Executive Management Staff
- Prepare Draft Report / Presentation Materials
- Finalize Study Results and Briefing Documents
- Present Results to Finance Committee
- Present Results to City Council

Utility Rate Issues

The utility rate issues that must be addressed in the project include:

- Growth Trends
- Timing of Capital Projects
- Cash Reserve Balances
- Utility Cost Structure
- Operational Efficiency
- Phasing of Rate Adjustments

Growth Trends

The City must carefully evaluate customer and sales levels to ensure that the utility rate and financial plan accurately recognizes the underlying sales trends.

Timing of Capital Projects

Since capital expenditures are a major rate driver, we work carefully with city staff to review, and if necessary, adjust project timing to yield the desired rate phasing results. The timing of growth-related projects is critical to maintaining reasonable rates.

Cash Reserve Balances

The availability of unrestricted cash reserve funds can allow for the gradual phase-in of rate increases. The use of these funds for capital needs and cash fund levels should be carefully analyzed to maintain a sufficient cash reserve level that promotes financial integrity and sustainability.

Utility Cost Structure

Rate structure changes should match the utility system cost structure to the rate structure components. This issue is one of the keys to dealing with sales volatility issues and setting equitable rates.

Operational Efficiency

The City should review and identify areas to improve operational efficiency to help mitigate potential rate increases.

Phasing of Rate Adjustments

Where practical, the City's rate plan should be based on a "steady hand" approach with gradual rate increases to designed ensure the utility systems' long-term sustainability.

The following is a detailed discussion of our proposed project work by individual project phase or task.

Task 1: Kick-off Meeting

This task will involve attendance of an on-site project kick-off meeting to review and confirm the study goals and objectives, finalize the project work plan and project schedule and review information required to prepare the rate study.

Task 2: Prepare Data Request/Data Gathering Meeting

In order to perform the study on a timely basis, it will be necessary to collect as much information as possible at the beginning of the study process. A detailed data request will be prepared to assist the City staff with compiling specific information about the operations of the respective systems. The data requested will include budgetary, accounting and financial data, customer billing profiles and statistical information, existing asset records and future plant in-service requirements to meet service area needs, service area agreements and historical and projected system demand requirements. A web meeting will be held with the City staff to gather and review the project data. The data needed for the study will include the following types of information:

- **System Operating Data** – This data will include monthly wastewater operating reports filed with the Florida Department of Environmental Protection and information regarding any anticipated changes in costs and staffing due to future regulatory or statutory changes and changes in operation due to expansion or changes in facilities.

- **Economic Data** – Statistical and demographic data for the utility service area, including persons per household by type of residence; building permit activity by land use; population estimates developed or used by the City and developer's agreements and data regarding potential growth by development located within the City's service area.
- **Financial Planning Data** – Data regarding the finances of the wastewater, reclaimed water, and stormwater systems will be requested, including the operating budget for the current fiscal year; detailed historical information presented on a budget line-item basis to identify trends and expenditure needs; capital improvement program costs; annual financial reports and financial statements (comprehensive annual financial reports); plant accounts or fixed asset records by functional component; detailed statistics regarding current staffing and future staffing needs; information regarding administrative fund transfers, and account balances for operating and reserve funds, connection and benefit fee funds and other related funds.
- **Customer/Billing Data** – Customer and billing data by type, class of customer and service area designation (e.g., inside versus outside City) will be requested; major customer additions or changes in customer use, detailed customer usage profiles; number of units for master metered multi-family accounts; and detailed billing information on the largest wastewater and reclaimed water customers will also be requested.
- **Financing Data** – This data includes current governing bond resolution or financing documents, including current rate covenants and additional bonds tests, official statements or loan documents associated with any outstanding indebtedness for the system, schedules of both existing and future indebtedness; grant agreements, loan agreements, capital lease and other subordinated debt schedules, and interest earnings rates for debt service sinking funds, reserve funds, and other fund balances.
- **Rate Administrative Data** – A complete copy of the City's Utility Rate Ordinances and Resolutions, copies of other policies not codified (e.g., credits for leaks, methodology of charging for vacation or seasonal service, policies regarding initiation of service costs, etc.), and a list of other neighboring utilities for rate comparison purposes.

Task 3: Review of the City's Projection of New Development and Preparation of Utility Customer, Sales and Usage Forecasts

3.1: Review of the City's Development Projections

This task will involve reviewing the City's projection of new development to assess utility service requirements.

3.2: Development of Customer and Service Forecast

Based on trends in customer growth and usage requirements, discussions with the City staff about potential development within the service area and service area demographics, a customer and sales and usage forecast will be developed for each utility system. For purposes of this study a range of alternative growth forecasts will be prepared to help examine the impact on capital funding needs, revenues, and revenue requirements. The forecast will be prepared on a basis consistent with the City's service area designations and existing and proposed customer classes since: i) each class of customer may have different service requirements and rates of growth which helps identify sales trends and changes in the customer base on a per class basis, and ii) the forecast will be used in the overall design of rates, including any rate structure adjustments that could affect cost recovery.

Task 4: Development of Utility Systems Revenue Forecast

This task involves the development of utility system rate revenues from existing rates recognizing: i) the results of the customer and sales forecasts conducted in Task 4; and ii) the City's existing rates for service. The revenue forecast will separately consider sales to customers located inside and outside the City limits to recognize the application of any outside City surcharge. The development of the rate revenue projections will also recognize the appropriate customer classes. A rate revenue "reasonableness test" will also be prepared to test the results of the customer billing data against the most recent historical rate revenues shown in the Comprehensive Annual Financial Reports and other miscellaneous financial information provided by the City. This task will also involve the projection of other operating revenues, such as: i) initiation of service charges and other miscellaneous charges; ii) interest income earned on unrestricted fund balances; and iii) other available revenue sources.

Task 5: Revenue Requirements Analysis

This task estimates the amount of revenues to be recovered individually from wastewater, reclaimed water, and stormwater rates and fees. Specifically, this component of the study will include an estimate of net revenue requirements of each utility. This task also includes the development of detailed projections of operating costs, capital improvements and associated funding sources including debt service requirements, and reserve fund requirements. A five-year financial forecast will be the basis for the development of the net revenue requirements from rates, capital improvement funding, and cost recovery strategies. Based on the rate and financial model developed for the City, alternative scenarios will be developed to examine the effect of projected growth and funding alternatives and a cost recovery strategy will be developed to identify the proposed overall rate adjustments for each fiscal year of the forecast. The following is a discussion of the major subtasks anticipated for this phase.

5.1: Review of Utility Operations and Development of Operating Expense Projections

The primary purpose of this task is to develop the level of operating expenses required to be recovered from rates. This task will be done in sufficient detail in order to: i) recognize the types of expenses incurred by the system; ii) assist in the projection of expenditures for the study period; iii) recognize changes in certain costs consistent with changes in utility operations, including the implementation of the Capital Improvement Program; iv) recognize changes in operating costs due to changes in regulatory requirements; and v) have sufficient detail to properly allocate the costs among the rate classes, as well as rate structure attributes. Included in this analysis will be a detailed projection of operating expenses based upon the City's line-item operating budgets and a review of trends in historical expenses; recognition of changes in staffing levels including additional staffing requirements for future facilities; an analysis of power and chemical costs for existing and future facilities; and the development of cost escalation factors. This task will also include a review of wastewater and reclaimed water treatment plant, field operations and wastewater collection divisions to identify recommendations to increase efficiency and productivity. This review will include an organizational assessment to fully understand current operations and initiatives. A review of organizational structure and staffing along with discussions on workloads and goals will be conducted. Once the organizational assessment is completed the focus will shift to the operational efficiency review. A thorough review of operations and functions performed by staff will be completed and our team will develop a benchmarking analysis and recommendations that consider the utility's current resources with a goal to leverage existing resources to the maximum extent. Potential technology solutions may also be recommended as a part of this process. Finally, to the extent the City plans to incorporate any other changes in operations, which could materially affect expenses, as identified in the operational review, these changes will be recognized in this analysis. Examples might include new automated meter reading systems or new sludge hauling methods. Other operating expenses, such as interfund transfers, administrative allocations, operating contingencies, insurance needs, and other expenses, will also be evaluated to ensure that rates are designed to recover the full cost of providing service.

As part of this task, project team members will identify key utility system characteristics and current and future operations and maintenance needs, proposed system expansions and other challenges facing the utility system.

5.2: Review of Capital Improvement Program Needs and Capital Funding Alternatives

One of the major expenditures of a utility is the construction of capital improvements to meet service needs, regulatory requirements, and extending the life of assets through the funding of renewal and replacements. This phase involves a detailed review of the City's capital improvement program for each utility system and an analysis to identify all sources of funds applicable to the capital improvement program. An important goal of the study is to structure the funding of such improvements in order to produce the lowest impact on utility rates. This task will also involve a review of all restricted/ unrestricted fund balances available for funding the capital improvement program, identification of the timing of when funds will be expended for the capital facilities, assistance in determining the need for external funding sources, such as revenue bonds, to limit rate impacts, and the identification of capital needs to serve existing, as well as future customer growth. In most instances, it is this portion of the financial plan that allows for the most flexibility relative to potential rate adjustments.

5.3: Other Revenue Requirement Identification

In order to meet the financial obligations of the City's individual utility systems, the project team will recognize other revenue requirements that need to be included in the analysis. A major component of other revenue requirements is scheduled debt service principal and interest payments associated with outstanding and anticipated debt. This task will also incorporate fiscal policies developed in Task 2 and funding requirements regarding the capital costs funded from revenues identified in the capital funding plan, as well as any required reserve requirements, and the recognition of any other transfer requirements, including general fund transfers. Other revenue requirements which may be reflected in this task deal with certain financial and accounting issues, such as: i) establishment and maintenance of adequate working capital balances; ii) funding or utilization of rate stabilization reserves, if appropriate, to phase-in rate adjustments; iii) identification of proper renewal and replacement funding allowances; and iv) recognition of other financial policies (e.g., funding of fleet maintenance reserves, depreciation equivalence funding, intrafund cost allocations, etc.).

5.4: Development of Net Revenue Requirements

Based on the above-mentioned subcomponents for this phase of the project, we will prepare a summary of the total net revenue requirements of each utility system and the accompanying revenues and revenue deficiencies for each fiscal year of the forecast period. This analysis will be performed in order to work with the City staff to develop cost recovery strategies or rate phasing alternatives.

5.5: Bond Compliance Analysis

A major component in the development of the rate planning process is to ascertain that all financial requirements are met. This compliance requirement deals primarily with satisfying the rate covenant requirements and the flow of fund requirements, as defined in any governing bond resolution or loan agreement, which authorizes the issuance of the outstanding utility system debt. This is necessary to ensure that the proposed rates, fees and charges will be adequate to meet any compliance requirements of the wastewater, reclaimed water, and stormwater utility systems for the forecast period recognized for the study.

5.6: Meeting to Review Revenue Requirements with City Staff

This task will involve a meeting to review the study results with City staff. Upon completion of Task 9, a status report will be prepared to summarize the results of the study efforts at this stage of the project. Deliverables will

include a financial forecast summarizing projected revenue requirements and the adequacy of existing rates, and a preliminary cost recovery plan for the wastewater, reclaimed water, and stormwater utilities.

Task 6: Multi-year Financial Forecast

This phase of the project will include the development of the monthly rates and charges for utility service based on the revenue requirements and customer forecast developed in previous activities. The rates identified through this analysis will be intended to achieve revenue sufficiency. This task will also include the presentation of the effects of proposed rates on the existing customers of the respective utility systems and comparisons of the proposed rates and charges with those of other neighboring utilities. The following is the discussion of the major tasks anticipated for this phase of the project.

We will assist the City in achieving a suitable balance among the financing options when developing the proposed financial plans, which will accomplish the following:

- Ensure financial sufficiency to meet operating and capital costs as well as maintain prudent reserves
- Meet the City's service policies and objectives
- Fairly distribute capital financing responsibility to appropriate users
- Result in an strong financial forecast so that the City maintains a high rating with bond rating agencies

Maintaining detailed financial plans will promote the City's utilities to continue operating in a revenue self-sufficient manner and meet debt covenant requirements. We will develop separate financial plans for the wastewater, reclaimed water, and stormwater utilities to understand if any of the utilities may require larger or smaller rate adjustments to fully recover the costs of providing service.

Raftelis will use the revenue forecasts developed in Task 4 and compare to the comprehensive revenue requirements forecast from Task 5 to determine the overall revenue sufficiency forecasts over the next 5-years. The model will calculate base rates, billing charges, tier rates, and similar revenue by type. The stormwater fee revenue will be based on the customer base and any anticipated changes from infill development or redevelopment. Rates under the existing and any rate structure alternative will be calculated for each year in the forecast period and adjusted, where possible, to provide for a phased forecast of rate adjustments.

We will develop a multi-year cash flow analysis (5-years) to determine the revenue adjustments needed to meet projected revenue requirements for the multi-year planning period while minimizing sharp rate fluctuations. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise funds, as well as the coverage needed to meet current and proposed debt service requirements. We will also review the reserve policies to recommend appropriate reserve balances consistent with industry standards and the City's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls.

To assist in the evaluation of the proposed rate designs, the project team will prepare comparisons of the existing rates and proposed rates as well as rates charged by other neighboring or similar utilities. This will provide an indication to the City of the rate and charge levels and billing methods used by others in relation to the existing and proposed rate structures of the City.

Task 7: Wastewater Connection Fee Update

Connection fees are one-time payments for specific wastewater treatment and transmission infrastructure that benefits new development and is generally representative of the “backbone” system facilities. In contrast to project-level improvements, connection fees fund growth-related infrastructure that will benefit multiple development projects or the entire jurisdiction (referred to as system improvements). Connection fees are intended to proportionately allocate infrastructure costs to all types of new development based on the level of wastewater services demanded. There are three general methods for calculating connection fees. The choice of the best method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method can be used simultaneously for different cost components. Regardless of the methodology, a consideration of “credits” is integral to the development of a legally defensible connection fee study. In addition, connection fee revenues must be used to fund the type of infrastructure for which the fee was collected while providing a timely and substantial benefit to new development.

7.1: Review of Existing Connection Fee Methods and Policy Review

This task includes evaluating current connection fee structures and fee application methods. We will work closely with City staff to address administrative concerns and identify areas of improvement related to customer service/land use categories and application methods and alternatives. This task will also include reviewing existing fee ordinances, levels of service, and application methods and identifying proposed changes and improvements.

7.2: Cost Allocation

The capital costs associated with meeting the relevant wastewater service requirements for new customers will be identified. These costs will be allocated among the various functional cost categories and also residential and commercial customer classifications where appropriate. The allocation of such costs will be based on the service-area demographics, level of service considerations, development characteristics of the City, and other factors as deemed appropriate by Raftelis and the City. This task will include a web meeting to discuss assumptions and allocation methodologies.

7.3: Design Wastewater Connection Fees

The wastewater connection fees will be calculated for a unit of service recognizing the utilization of capacity by an equivalent residential unit (e.g., single-family residential) and will reflect the City’s capital cost to serve such new development. This task will include the following:

- Review of and, if appropriate, recommended changes to the current connection fee application methodology
- Identification of appropriate connection fee methodology including the cost of constructing expansion-related capital improvements (incremental or marginal cost method), capital costs of existing facilities with capacity available to serve new development (system buy-in), or a combination of both methods where appropriate
- Identification and analysis of existing facility costs based on asset or property records and expansion-related costs based on the City’s capital improvement program to provide utility services to future service area needs for up to a 10-year planning horizon (usually in alignment with the City’s CIP)
- Evaluation of existing service capacity utilization relationships and capacity additions
- Review and development of billing classification and equivalent residential unit requirements, as necessary
- Determination of level of service standards wastewater services
- Calculate the wastewater connection fees based on full cost recovery
- Web meeting with City staff to review preliminary connection fee designs and obtain comments

7.4: Fee Comparisons

A comparison of the City's existing and proposed wastewater connection fees for an equivalent residential unit and commercial development will be made with similar fees charged by other neighboring jurisdictions.

Task 8: Prepare Rate Study Report and Presentation Briefing Documents

The results of the various rate study phases will be summarized in a rate study report for presentation to the City. The report will document the study's assumptions and considerations, a summary of the methodologies relied upon in developing the proposed rate and fee structures, and findings and conclusions. The study report will include: i) an executive summary, ii) sections highlighting industry practices and methods used to prepare the study as well as the study assumptions and analytical results for capital funding needs, revenue requirements, cost of service and rate design, main line connection and benefit fees and miscellaneous charges, iii) schedules setting forth the proposed rates and fees as well as rate comparisons between existing and proposed rates and rates charged by a minimum of ten local and regional utilities, and iv) study findings and conclusions.

Task 9: Present Study Results

A number of informal presentations will be made to the City staff throughout the course of the rate study relying on web meetings. The activities will include presentations to staff throughout the term of the rate study consistent with the project tasks outlined above. In addition to one (1) onsite meeting with City staff to kick-off the study and three (3) presentations will be made to the City's stakeholders including the Finance Committee and City Commission. These presentations include presentation of study results to the City Finance Committee, City Council in a workshop session, and public hearing for the adoption of the rates. Additionally, web meetings will be used to review and confirm the results of the study with staff and management prior to bringing results to the Finance Committee or City Commission. The project team will also assist the City attorney, as required, in reviewing the City's draft of the rate resolution which sets forth the proposed utility rates and fees.

DELIVERABLES:

Based on the consulting services required by the City and our proposed work plan to address these needs, the following deliverables are expected to be provided to the City.

1. Initial Data Request
2. Capital Funding Plan
3. Proposed Utility Rates
4. Proposed Wastewater Connection Fees
5. Draft Rate Study Report and Briefing Documents
6. Final Rate Study Report
7. Final Briefing Documents for Public Hearing Process

EXCEPTIONS

Exceptions

We request that the City consider making the following modifications, shown in red below, to the Professional Services Agreement. Please contact us if you have any questions or concerns about these modifications.

IV. GENERAL CONTRACT TERMS

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.~~

None.

SERVICES AGREEMENT

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

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. ~~Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Contractor of any of its intellectual property, know-how or trade secrets.~~ 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 ~~with respect to goods provided~~ 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~~ goods are 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~~ goods.

~~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.~~

5. Damages. N/A

6. Remedies.

a. Damages. The City reserves the right to recover any ascertainable actual ~~and out-of-pocket~~ damages incurred ~~as a result of to the failure of the Contractor to perform in accordance with the requirements~~ extent caused by the Contractor's negligent performance of this Agreement, or for ~~such~~ losses sustained by the city

~~resultant from~~ to the extent caused by the Contractor's negligent 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~~ 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~~ shall, in good faith, determine non-conformance ~~and the quality of workmanship~~.

7. Waiver of Liens. ~~Prior to~~ Simultaneously with 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.

~~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.~~

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, and 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,~~ to the extent caused by the negligent performance or non-performance by Contractor of this Agreement, whether caused in part by the City or not, and ~~in connection with~~ from violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, ~~including~~ excluding loss of use thereof, ~~directly or indirectly to the extent caused by, resulting from, arising out of or occurring in connection with the~~ the negligent operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, in ~~providing the services hereunder,~~ 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~~ 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.

ADDITIONAL FORMS

VII. NON-COLLUSION AFFADAVIT

STATE OF North Carolina

COUNTY OF Mecklenburg

I state that I Jon Davis, Senior Principal of Raftelis Financial Consultants, Inc.,
(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. Raftelis Financial Consultants, Inc., 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.

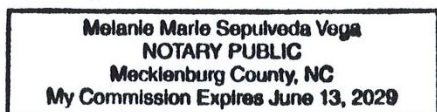
Name of Organization: Raftelis Financial Consultants, Inc.

Signed By: [Signature]

Print Name: Jon Davis

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of March, 2025, by Jon Davis, who is personally known to me or has produced _____ as identification.

(SEAL)


Melanie Marie Sepulveda Vega
Notary Public - State of Florida North Carolina

Melanie Marie Sepulveda Vega
(Print, Type, Stamp, or Commissioned Name of Notary Public)

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: Jon Davis, Senior Principal
(Print individual's name and title)

for: Raftelis Financial Consultants, Inc.
(Print name of entity submitting sworn statement)

at: 227 W. Trade Street, Suite 1400, Charlotte, NC 28202
(Business address)

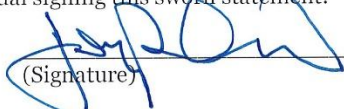
and (if applicable), its Federal Employer Identification Number (FEIN):

20-1054069
(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 predecessor or successor of a person convicted of a public entity crime or
 - 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.

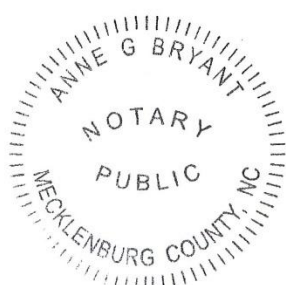
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ **physical presence** or ☐ **online notarization**, this 11th day of March, 2025, by Jon Davis, who is personally known to me or has produced _____ as identification.

(SEAL)



Anne G. Bryant
Notary Public – State of ~~Florida~~ North Carolina
Anne G. Bryant
(Print, Type, Stamp, or Commissioned Name of Notary Public)

V072224

29

City of St. Pete Beach

City Operating Fee Study

PROPOSAL / MARCH 12, 2025





Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.



Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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COVER LETTER

March 12, 2025

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

Subject: Proposal for City Operating Fee Study

Dear Mr. Taylor:

The City of St. Pete Beach (City) provides innumerable services to its residents and visitors. The City is in the midst of a comprehensive fee structure review, including a review of its operating fees to recover costs for discrete City services and permits. Accordingly, the City has issued a Request for Proposals (RFP) to review and update the City's operating fees.

Raftelis is pleased to provide this submittal in response to the City's RFP to perform an Operating Fee Study for multiple City departments. Based on the City's RFP, this study will include reviewing existing operating fees, analyze the cost recovery of these fees, suggest potential new fees, and benchmark proposed new fees against neighboring communities. Raftelis presently has a working relationship with the City's utility department and finance departments as subconsultants to AECOM providing support with the City's annual utility financial disclosure reporting. We have been privileged to be able to be of service to the City and are committed to providing the City with the highest quality service and professional expertise on this important project. We will provide the City with a comprehensive consulting team with operating fee, financial, and planning experience.

Raftelis has one of the largest consulting practices in the nation solely focused on the financial and management aspects of municipalities. Raftelis has more than 190 consultants located in 15 offices throughout the United States, and our capabilities include municipal and utility impact fees, utility rate and financial planning, asset management, cyber security, data and technology services, stormwater utility implementation, organizational assessments, and strategic planning for municipal governments. We have worked with more than 700 organizations in the last year alone.

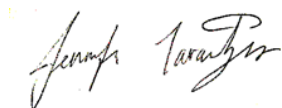
As the Project Director for this engagement, I will be responsible for overall project accountability and ensuring that the project team has the full support of Raftelis' resources. Our Project Manager will be Katie Cromwell, who will focus on project oversight with a goal of maintaining schedule and budget, while meeting the City's needs. Our local Subject Matter Expert will be Rob Ori, who has decades of experience in all areas of municipal finance and financial planning. Several consultants in our Florida office will support Katie, as many of the technical project team members are just an hour or two away.

I am authorized to bind the company legally. We appreciate this opportunity to submit this proposal to the City on this important project and believe our proposed project team has the experience and expertise to successfully deliver the required operating fee consulting services to the City. If you have any questions about this proposal, please do not hesitate to contact us with the following contact information:

Jennifer Tavantzis, Project Director
807 East Main Street, Suite 6-050, Durham, NC 27701
O: 919.475.5257 / E: jtavantzis@raftelis.com

Katie Cromwell, Project Manager
807 East Main Street, Suite 6-050, Durham, NC 27701
O: 919.368.0116 / E: kcromwell@raftelis.com

Sincerely,



Jennifer Tavantzis
Vice President (Authorized to bind)



Katie Cromwell
Senior Manager

CONTRACTOR'S PROPOSAL SUBMITTAL**II. CONTRACTOR'S PROPOSAL SUBMITTAL**

The company that is submitting a proposal declares that it has extensive experience in **Operating Fee Study** analysis.

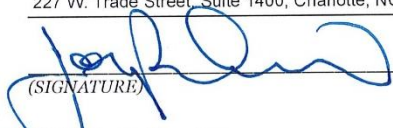
The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Proposal or in the Agreement to be entered into; that this Proposal or Agreement 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 **"Operating Fee 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.

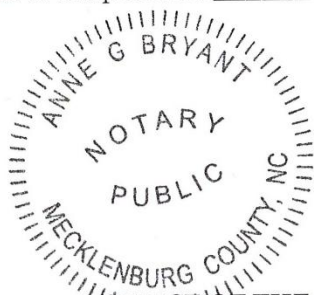
The successful Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

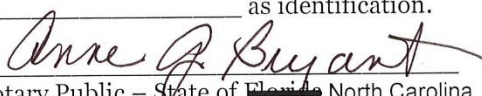
The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach **"Operating Fee Study"**.

COMPANY: Raftelis Financial Consultants, Inc. DATE: 03/11/2025
 ADDRESS: 227 W. Trade Street, Suite 1400, Charlotte, NC 28202 PHONE: 704-373-1199
 PROPOSER:  NAME: Jon Davis, Senior Principal
 (SIGNATURE) (PRINT NAME & TITLE)
 STATE OF ~~FLORIDA~~ North Carolina
 COUNTY OF Mecklenburg

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ **physical presence** or ☐ **online notarization**, this 11th day of March, 2025, by Jon Davis, who is personally known to me or has produced _____ as identification.

(SEAL)




 Notary Public – State of ~~Florida~~ North Carolina

Anne G. Bryant
 (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

FEE SCHEDULE

Fee Proposal

The following table provides a breakdown of our proposed fee for this project. This table includes the estimated level of effort required for completing each task and the hourly billing rates for our project team members.

Our scope of work includes the number of in-person and/or virtual meetings shown in the table below. Should the City require additional meetings and/or presentations to stakeholders, these can be arranged upon request at an added cost, which will be determined based on the scope and content of the meeting and/or presentation requested.

Tasks	Meetings		Hours							Total Fees & Expenses
	Virtual	In Person	Jennifer Tavantzis	Katie Cromwell	Rob Ori	Joe Williams	Christina Conchilla	Tristen Townsend	Total Hours	
Project Management			1	12					13	\$4,585
1. Prepare Data Request/Kickoff Meeting			1	2	4	2	4		13	\$4,605
2. Review of Existing Operating Policies			2	2		2	6	4	16	\$4,610
3. Data Gathering and Review				2			6	6	14	\$3,550
4. Peer Community Review			1	2			8	12	23	\$5,705
5. Service Area Review			1	2		2	4	2	11	\$3,275
6. Cost Recovery Review			2	4	4	2	8	16	36	\$10,050
7. Design of Operating Fees			2	4		4	12	36	58	\$14,190
8. Final Report			2	4			4	20	30	\$7,350
9. Ordinance Development			1	2			4	2	9	\$2,575
10. Presentation of Findings			2	6	6	4	8	12	38	\$11,500
Total Meetings / Hours			15	42	14	16	64	110	261	–
Hourly Billing Rates	–	–	\$375	\$340	\$425	\$340	\$260	\$195	–	–
Total Professional Fees	–	–	\$5,625	\$14,280	\$5,950	\$5,440	\$16,640	\$21,450	–	\$69,385
Travel Expenses										\$0
Technology Fee										\$2,610
Total Expenses										\$2,610
Total Fees & Expenses										\$71,995

PROOF OF INSURANCE

Client#: 1722483

RAFTEFIN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2025

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

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

PRODUCER USI Insurance Svcs, Charlotte 6100 Fairview Road Ste 1400 Charlotte, NC 28210 800 868-8834		CONTACT NAME: Brad Christensen PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: brad.christensen@usi.com	
INSURED Raftelis Financial Consultants, Inc. 227 West Trade Street, Ste. 1400 Charlotte, NC 28202		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company 20281 INSURER B: Chubb National Insurance Company 10052 INSURER C: ACE American Insurance Company 22667 INSURER D: Hanover Insurance Company 22292 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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 INSR	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:	X	X	36083016	01/21/2025	01/21/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	73648269	01/21/2025	01/21/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0	X	X	56726414	01/21/2025	01/21/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	71839613	01/21/2025	01/21/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional			D02819028	01/21/2025	01/21/2026	\$5,000,000
D	Excess Prof.			LH6J94293500	01/21/2025	01/21/2026	\$5,000,000

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

Confirmation of Coverage.

CERTIFICATE HOLDER

CANCELLATION

Raftelis Financial Consultants, Inc. 227 W. Trade Street Suite 1400 Charlotte, NC 28202-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula B. Bulman</i>
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PERFORMANCE BOND LETTER

The work to be performed involves professional services. As we carry professional services insurance, we will not be providing a bond.

REFERENCES AND MINIMUM QUALIFICATIONS

References

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

City of Raleigh NC

Reference: Scott Bryant, PE, Stormwater Administrator/Planning and Business Operations
127 West Hargett Street, 8th Floor, Raleigh, NC 27601 / P: 919.996.4014 / E: scott.bryant@raleighnc.gov / F: N/A

Raftelis is currently working with the City of Raleigh Stormwater Program to evaluate the level of service provided to the community and assist with financial planning for long-term funding of the capital program. Raftelis developed a sophisticated financial model to consider a variety of scenarios including differing future capital needs, operational program enhancements (adjustments to level of service), rate structure alternatives, sensitivity to changes in units of service, and consideration of debt funding some capital needs. In addition to this work, Raftelis also has a long history of working with the City of Raleigh Public Utilities Department (PUD), assisting with financial planning, rate-making, and organizational/process evaluations.

As part of the financial planning, Raftelis was engaged by the City to update development permit fees, which included a review of the existing fee methodology, benchmarking peer communities, and a proposal to update both the methodology as well as the fees charged in support of responsible development.

City of Corpus Christi TX

Reference: Bobbie-Rae Maldonado, Interim Special Projects Manager
1201 Leopard Street, Corpus Christi, TX 78401 / P: 361.779.1155 / E: bobbieraem@cctexas.com / F: N/A

The Raftelis team assisted the City of Corpus Christi (City) with the development of a stormwater utility fee to fund the City's stormwater management, operations, maintenance, and MS4 compliance. Raftelis supported the City on all aspects of the utility fee development, from financial plan and data development to rate calculations and stakeholder engagement. With Raftelis' support, the City was also able to successfully implement the fee and 2021. In spring of 2023, the City engaged Raftelis to evaluate and update the City's street maintenance fee (SMF). In 2013, the City had implemented a street maintenance fee used to fund repaving and resurfacing of the City's streets. The SMF was implemented with a 10-yearsunset provision and was set to expire December 31, 2023. Raftelis completed a benchmarking analysis, and updated the trip factors used in the SMF rate structure in addition to completing a financial analysis to help the City understand what revenue could be generated from the fee under an updated rate structure. In September 2023, the City Council decided to let the SMF expire and fund the street maintenance program using tax revenue moving forward. In recent years the City has considered re-implementing the SMF.

Richmond Department of Public Utilities VA

Reference: John “Billy” Vaughan, Utilities Comptroller

900 East Broad Street, Richmond, VA 23219 / P: 804.646.5232 / E: john.vaughan@rva.gov / F: N/A

Raftelis has assisted the City of Richmond (City) in updating hundreds of fees for the following departments for the City of Richmond: Right-of-Way, Animal Care and Control, Parking, and the Event Center. Raftelis has a multi-year engagement with the city for Financial Consulting Services for a contract amount of \$500,000. While Raftelis has been working with the City for decades, the relevant fee analysis project began in 2024 and is still ongoing. The scope and process for the project is very similar in nature to the support the County is requesting related to its fees. The fee analysis in each department has required considerable stakeholder engagement, fee gap analysis, benchmarking, an analysis of policy objectives, and communications efforts. While Raftelis continues to work with the City’s departments, the projects which have been completed thus far have been very successful in terms of stakeholder support and fee implementation.

Hernando County FL

Reference: Amy Gillis, CPA CGFO, Director of Financial Services

15365 Cortez Boulevard, Brooksville, FL 34613 / P: 352.540.6656 / E: agillis@hernandoclerk.org / F: N/A

Raftelis, previously Public Resources Management Group, Inc. (PRMG), has provided utility and solid waste financial and rate consulting services to Hernando County since 2004. The County serves approximately 63,000 water and 30,000 wastewater accounts and has developed based on a series of utility acquisitions and ongoing development. The following is a summary of the services provided by Raftelis to the County over the past several years.

Raftelis prepared a detailed evaluation of the ability of water and wastewater utility rates to meet the expenditure and financial requirements of the County. As part of the study, Raftelis prepared an interactive financial model that encompassed a five-year forecast period, prepared a detailed billing frequency to identify customer class water and wastewater usage characteristics and demands, and developed a capital re-investment plan and funding analysis to finance the capital plan of the utility, including the use of loans derived from the State Revolving Fund loan program as administered by the Florida Department of Environmental Protection. In support of the County’s ongoing utility management program, Raftelis has updated the financial forecast to allow for the continued evaluation and monitoring of the ability of utility revenues to meet utility financial obligations and to ensure proper cost recovery.

In addition to the evaluation of the monthly rates for service, Raftelis has assisted the County in the establishment of other rates and charges for the utility, including i) reclaimed water rates; ii) backflow charges; iii) septage fees; and iv) other miscellaneous service charges. Raftelis has also assisted the County in evaluating the financial impact of converting certain customers located within the County service territory currently on septic systems to the County’s centralized wastewater water treatment system.

Raftelis has provided solid waste financial and rate consulting services to Hernando County since 2014. The study included development of an interactive model of the landfill and disposal facilities encompassing an eleven-year planning horizon (current budget year plus a ten-year forecast). More recently, for the current 2018 update, Raftelis initiated modeling of the County’s solid waste collection services associated with the anticipated billing change from monthly billing to special assessment, and with outsourcing waste disposal. As part of our general services offered to the County, Raftelis has performed various economic evaluations to assess the average and marginal cost of landfill disposal per ton.

FLORIDA EXPERIENCE

The Raftelis team has extensive experience serving Florida public-sector agencies. The matrix below shows some of the Florida public-sector entities/utilities that the Raftelis team has served.

	Rate Studies & Pricing							Wholesale Rates	Enterprise Consolidation	Financial Planning	Impact Fees	Management Consulting	Valuation	Litigation Support	Management Accounting	Contracts/Ordinances	Debt Issuance Assistance
	Water	Wastewater	Stormwater	Irrigation Water	Raw Water	Reuse Water	Solid Waste										
City of Alachua																	
City of Apopka																	
City of Arcadia																	
City of Auburndale																	
Babcock Ranch Community Independent Special District (BRCISD)																	
City of Boca Raton																	
Bonita Springs Utilities																	
City of Cape Canaveral																	
Charlotte County																	
City of Clermont																	
Collier County																	
City of DeLand																	
City of Davie																	
Destin Water Users																	
City of Edgewater																	
City of Eustis																	
Florida Keys Aqueduct Authority																	
Town of Fort Myers Beach																	
City of Fort Walton Beach																	
City of Groveland																	
Hernando County																	
Hillsborough County																	
Indian River County																	
Village of Islamorada																	
Town of Jupiter																	
Town of Key Biscayne																	
Town of Lauderdale-by-the-Sea																	
City of Lake Alfred																	
City of Largo																	
City of Lake Wales																	
Lee County																	
Manatee County																	
City of Marathon																	
City of Margate																	
Martin County																	
City of Mascotte																	

	Rate Studies & Pricing							Wholesale Rates	Enterprise Consolidation	Financial Planning	Impact Fees	Management Consulting	Valuation	Litigation Support	Management Accounting	Contracts/Ordinances	Debt Issuance Assistance
	Water	Wastewater	Stormwater	Irrigation Water	Raw Water	Reuse Water	Solid Waste										
City of Melbourne	●	●						●			●					●	●
City of Miami Beach	●	●	●					●		●							●
City of Miramar	●	●	●							●		●				●	●
Town of Oakland	●	●						●		●	●	●				●	●
City of Oakland Park	●	●					●	●				●					●
City of Ocala	●	●	●	●				●		●	●	●	●	●		●	
City of Oldsmar	●	●	●	●		●		●		●	●	●					
City of Orlando		●	●							●							
City of Oviedo	●	●		●		●				●	●	●	●			●	●
Town of Palm Beach								●		●			●				
Village of Palm Springs	●	●	●													●	
City of Panama City	●	●					●			●							
Pinellas County	●	●		●		●	●	●		●		●					
City of Plant City	●	●	●	●		●	●			●	●						●
City of Pompano Beach	●	●				●		●		●	●	●				●	
City of Port St. Lucie	●	●	●	●				●		●	●	●	●	●		●	●
St. Johns County	●	●		●	●	●		●		●	●		●			●	●
City of Sanford	●	●	●	●		●				●	●	●				●	●
Sarasota County	●	●					●			●							●
South Walton Utility Co., Inc.	●	●		●						●	●	●					
City of Stuart	●	●	●				●					●					●
City of Sunrise	●	●				●		●		●				●	●		●
Village of Tequesta	●		●							●		●		●		●	●
Tohopekaliga Water Authority	●	●		●		●		●		●	●			●			●
City of Tampa	●	●	●	●		●	●	●		●	●		●			●	●
City of Tavares	●	●		●		●			●	●	●					●	●
Volusia County	●	●	●	●		●		●		●	●	●	●			●	
Village of Wellington	●	●					●			●						●	●
City of West Palm Beach	●	●	●		●		●	●		●	●	●	●			●	●
City of Wilton Manors	●	●	●							●	●						
City of Winter Haven	●	●	●	●		●		●	●	●	●	●	●			●	●
City of Zephyrhills	●	●								●	●					●	●

Firm Qualifications

HELPING LOCAL GOVERNMENTS THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 700 organizations in the last year alone.

We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.



RESOURCES & EXPERTISE: This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components. With more than 190 consultants, Raftelis has one of the largest municipal financial and management consulting practice in the nation. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives.



DEFENSIBLE RECOMMENDATIONS: When your elected officials and customers are considering the validity of recommended changes, they want to be confident that they were developed by experts using the latest industry standard methodology. Our senior staff are involved in shaping industry standards by chairing various committees within leading industry associations. Raftelis' staff members have also co-authored many industry-standard books regarding finance and rate and fee setting. Being so actively involved in the industry will allow us to keep the City informed of emerging trends and issues and to be confident that our recommendations are insightful and founded on sound industry principles. In addition, with Raftelis' registration as a Municipal Advisor, you can be confident that we are fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with federal regulations.



HISTORY OF SIMILAR SUCCESSES: An extensive track record of past similar work will help to avoid potential pitfalls on this project and provide the know-how to bring it across the finish line. Raftelis staff has assisted 1,700+ local governments and utilities throughout the U.S. with financial consulting services with wide-ranging needs and objectives. Our extensive experience will allow us to provide innovative and insightful recommendations to the City and will provide validation for our proposed methodology ensuring that best practices are incorporated.



FEES THAT ARE ADOPTED: For the study to be a success, fees must be successfully approved and implemented. Even the most comprehensive operating fee study is of little use if the recommendations are not approved and implemented. Raftelis has assisted numerous agencies with getting proposed fees successfully adopted. We focus on effectively communicating with elected officials about the financial consequences and rationale behind recommendations to promote stakeholder buy-in and successful fee adoption.

HISTORY

Raftelis is a subchapter S-Corporation incorporated in the state of North Carolina on April 23, 2004. The predecessor to Raftelis, Raftelis Environmental Consulting Group, Inc., was established on May 10, 1993 by George A. Raftelis to provide financial and management consulting services of the highest quality to public-sector clients. In 1999, the firm's name was changed to Raftelis Financial Consulting, PA. Following the sale of a portion of the firm to a group of employees on April 22, 2004, the firm's name changed to Raftelis Financial Consultants, Inc., which remains the firm's legal name. We currently do business as Raftelis.

FIRM CAPABILITIES

Raftelis strengthens organizations for the communities they serve and the people who make them work. We provide support in the following key areas:

- **Organization:** Plan for long-term sustainability and operate with maximum efficiency
- **Finance:** Meet your goals while maintaining a financially sustainable organization
- **Communication:** Communicate strategically to build an informed, supportive community
- **Technology:** Use your data and technology to improve experience and gain valuable insights
- **Strategic planning:** Set the direction for the future of your organization and community
- **Executive services:** Identify and develop top talent to lead local governments and utilities
- **Stormwater:** Implement sustainable financial practices to equitably fund your stormwater program
- **Solid waste:** Deliver effective solid waste services while ensuring financial sustainability and customer engagement

TYPES OF PROJECTS OR SERVICES THE FIRM PERFORMS/HAS PERFORMED

Raftelis provides financial, rate, management, and operational assistance to utilities and local governments. While Raftelis has completed thousands of projects, the dollar value of each varies from \$10,000 to \$5,000,000.

ABILITY TO COMPLETE THIS PROJECT

With the depth of more than 190 consulting professionals, and specifically the current and anticipated workload of the individuals assigned to this project, we have the availability to provide the requested services in a timely and efficient manner to meet the scheduling requirements and objectives of the City. As a rule, Raftelis operates at a company-wide project utilization of approximately 65% to 75%. This level of utilization, which we expect to continue through the proposed timeline of this project, will provide the project team with ample time to allocate to the City's engagement.

Raftelis actively manages the distribution of our staff hours to allocate the necessary resources to meet the needs of each of our clients. Raftelis' executive and management team participate in a weekly conference call to review the number of consulting hours required to meet the needs of our clients during the upcoming week. This weekly meeting allows our project managers to deploy our consulting staff in a flexible manner so a suitable level of hours will be devoted to each client.

LITIGATIONS/CLAIMS AND DISPUTES AGAINST YOUR FIRM

Raftelis has been joined as a third-party defendant in a lawsuit filed by local developers against the Town of Fuquay-Varina, North Carolina. The subject of this currently pending litigation is development impact fees assessed by the town and developed by Raftelis. This is the only legal case in which Raftelis has been joined as a party in the history of our firm. Raftelis intends to vigorously defend the allegations and claim. Other than litigation, Raftelis has no other ongoing claims and disputes against our firm, or our principals.

STATEMENT OF ASSURANCE

Raftelis is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations.

OVERALL BONDING CAPACITY

The work to be performed involves professional services. As we carry professional services insurance, we will not be providing a bond



31 years
serving the
public sector

How we stack up

OUR TEAM INCLUDES

180+ consultants focused on
finance/management/communication/
technology for the public sector

2 chairs & **16** members of
**AWWA and WEF utility finance and
management committees and subcommittees**

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,700+ public agencies
and utilities

that serve more than

25% of the
U.S. population

including the agencies serving

41 of the nation's
50 largest cities

in the past year alone, we worked on

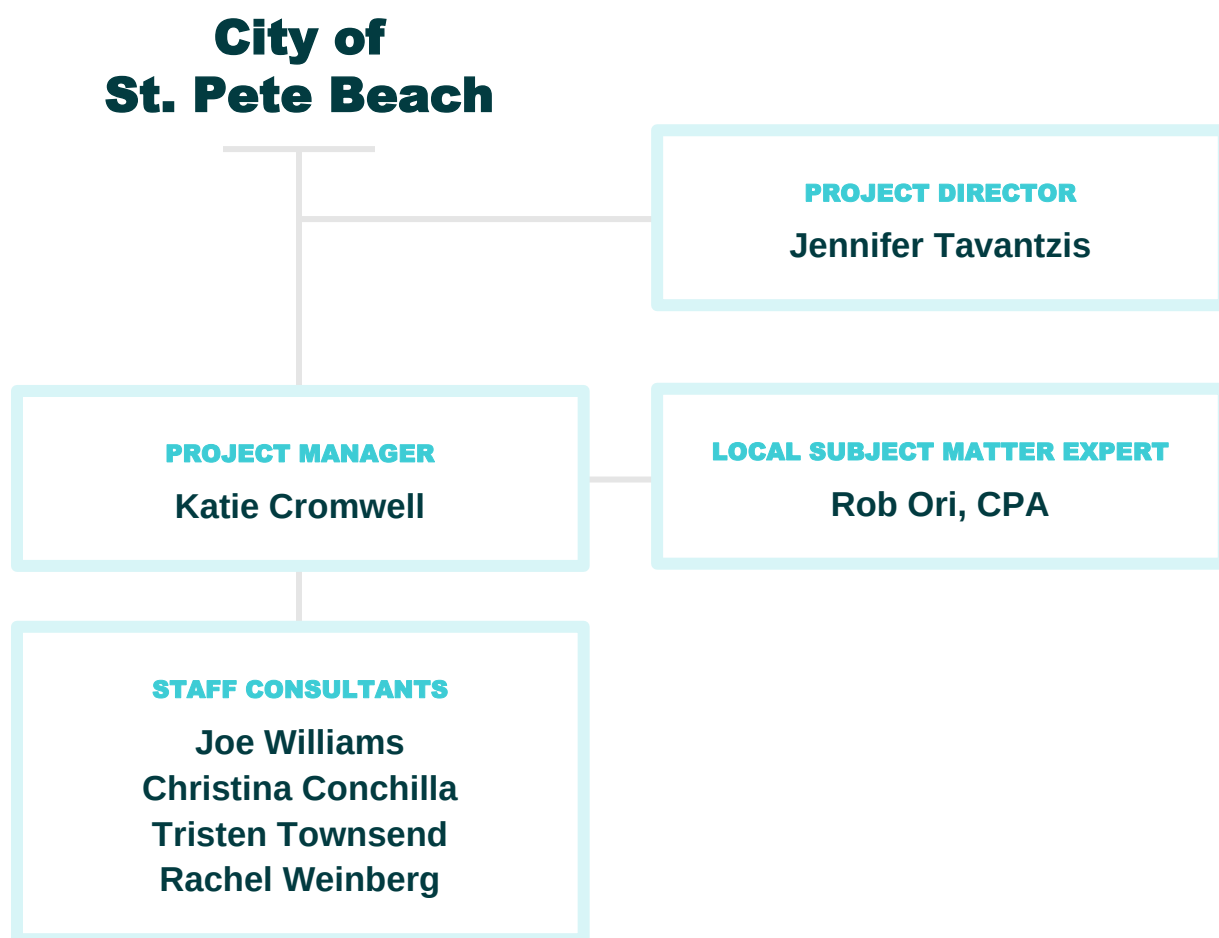
1,300+ projects for **700+** agencies in **47** states

Personnel

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the City with confidence in our capabilities.

Here, we have included an organizational chart showing the structure of our project team. On the following pages, we have included resumes for each of our team members detailing relevant project experience and case studies, as well as a description of their role on the project. We have provided additional project experience, including reference information on pages 7-8.



Jennifer Tavantzis

PROJECT DIRECTOR

Vice President

ROLE

Jennifer will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Jennifer has a strong background in water resources and utility management and possesses extensive data management and analytical skills. Her educational background lies in the areas of water quality, hydrology, and resource conservation. In her ten years with Raftelis, she has consulted with numerous local governments on projects related to stormwater program development and review, and stormwater utility feasibility, development, implementation, and reorganization studies. Jennifer has also worked with water and sewer utilities on a wide variety of projects - from rate development and affordability analysis to revenue loss investigations - all with the common thread of being driven by existing utility data and designed to positively impact utility performance and management. Jennifer has worked extensively with GIS data and systems and with relational databases in association with water, wastewater, and stormwater utility projects. In addition to her analytical work, she has a strong knowledge of municipal finance, and serves as a Municipal Advisor Representative, which ensures her fiduciary responsibility to clients. Jennifer was also a contributing editor of the WEF's *Manual of Practice No. 27: Financing and Charges for Wastewater Systems*.

KEY PROJECT EXPERIENCE

Arlington County (VA): Stormwater Utility Feasibility Study and Implementation

Raftelis has long served as Arlington County's water and sewer utility rate advisor. In 2019, the County also asked Raftelis to evaluate the feasibility of funding their stormwater program through a user fee (more closely aligned with properties' impacts on the drainage system and program) instead of the existing tax rate. Jennifer played an integral role in the analysis, presentation of results to staff and leadership, and development of rate structure and rate recommendations. Key to this analysis was detailed consideration of the impacts owners and tenants of different styles of residential properties throughout the County. At present, the County implementing the fee. Jennifer is overseeing aspects of the project, including data maintenance software development, financial modeling, and process development.

City of Manor (TX): Stormwater Utility Feasibility Study and Implementation

The City of Manor (City) has relied on Raftelis for water and sewer financial planning efforts, and recently engaged Raftelis in a stormwater fee feasibility study to assess the financial needs of its growing stormwater program and evaluating the feasibility of a fee as the most appropriate funding mechanism. Jennifer serves as project manager for this effort. To date, she has coordinated and overseen a comprehensive review of all current operating and capital costs, specifically identifying and quantifying costs related to existing stormwater program elements, which



Specialties

- Stormwater finance & utility development
- Management policy & practice
- Utility rate studies
- Stakeholder engagement
- Organizational assessments

Professional History

- Raftelis: Vice President (2024-present); Senior Manager (2022-2023); Manager (2018-2021); Senior Consultant (2016-2017); Consultant (2013-2016); Associate Consultant (2012-2013)
- Colorado Department of Public Health & Environment (2011-2012)

Education

- Master of Environmental Management - Duke University (2011)
- Bachelor of Arts in Environmental Studies & Urban Planning - University of Richmond (2009)

Certifications

- Series 50 Municipal Advisor Representative

primarily rate to MS4 compliance. She has facilitated meetings with City staff in which a future desired program and level of service was established. Jennifer serves as subject matter expert and is overseeing development of a flexible financial planning and rate model that will allow the City to consider different stormwater rate structures. Customer impacts, as shown in the model, will inform next steps toward outreach and possible fee implementation.

City of Raleigh (NC): Stormwater Utility Financial Planning

Raftelis was engaged by the City of Raleigh to provide financial planning and modeling support for the City's stormwater utility. Jennifer oversaw model development and helped the City successfully transition to using the new model for internal financial planning and budgeting purposes. Raftelis worked with Stormwater program staff to begin planning for revenue bond issuance within 10 years and modeled multiple capital funding scenarios within the financial model to support the debt funding approach. Jennifer and the Raftelis team are currently reviewing the City's credit program, reviewing and supporting efforts to operationalize equity, and continuing to support the stormwater program with strategic communication, financial model updates, and other activities.

Pittsburgh Water and Sewer Authority (PA): Stormwater Utility Implementation and Program Support

Pittsburgh Water and Sewer Authority (PWSA) engaged Raftelis to provide a broad set of services related to water, sewer, and stormwater financial planning, ratemaking, and support for PUC proceedings. As part of this set of services, Raftelis assisted PWSA with all aspects of stormwater utility implementation, including development of a stormwater billing information management software, impervious area data and parcel-to-account relationships, billing policies and processes, credit program, customer outreach materials and website content. Jennifer played a critical role in all these areas. She also served as the primary trainer to customer service, engineering, and management staff on stormwater utility implementation, data maintenance, and use of the new software tool. Trainings were so well received that she and her team have been invited to provide more trainings as part of PWSA's recent CIS conversion project. Jennifer continues to support PWSA with stormwater utility administration when needed. She is also supporting PWSA in the upcoming PUC proceedings.

City of Fayetteville (NC): Stormwater Program Evaluation, Ordinance and Administrative Manual Update

The City of Fayetteville's stormwater program is ever-evolving to meet the needs of the community's tremendous growth over the last few decades. While growth has provided noticeable benefit for the City and its residents, it has also provoked greater focus on the City's stormwater program. The City engaged Raftelis to review and update its stormwater ordinance and its administrative manual, to ensure consistency between the two governing documents and appropriateness of content within each. Jennifer oversaw this effort, which included:

- Reviewing the ordinance and administrative manual and editing for consistency;
- Reorganizing content to ensure the ordinance lays out the broad legal framework and the administrative manual includes appropriate technical details and specifications;
- Specifying enforcement mechanisms and procedures; and,
- Providing guidance on strategies for stormwater control measures.

This review included considerable stakeholder engagement (City staff and management, the Stormwater Advisory Board, and the City Council Stormwater Committee), and resulted in recommended revisions to the administrative manual and the stormwater ordinance.

City of Burlington (NC): Stormwater Utility Rate Structure Update

Jennifer currently serves as the project manager for a stormwater fee rate structure update project for the City of Burlington (City). Raftelis has partnered with WK Dickson to provide stormwater program planning and level of service review, and Jennifer is overseeing data and rate model development, communications and outreach, and

general project management tasks. The effort began in early 2021, and rate structure alternatives are currently under review.

Western Intake Partnership (NC): Regional Water Supply Project Financial Analysis and Implementation Support

Jennifer served as an analyst of economic feasibility and financial impacts for a group of four jurisdictions, the Western Intake Partnership, as they plan for long-term water supply solutions. Each jurisdiction varies in its growth projections, near- and long-term needs for enhanced water supply, alternative water supply options, and customer base, and as such, the financial implications of embarking on a joint venture varied from one partner to the next. In the project's early stages, Jennifer and the Raftelis team built a model and facilitated data gathering and output review meetings to establish a project timeframe optimal for the partnership. As the group moved forward with the project on that timeframe, Raftelis was engaged again to facilitate decision-making around project and partnership governance as well as establishing a fair approach to capital project and ongoing operations funding. At this stage the decisions are being incorporated into interlocal agreements that will govern the next phase of project execution.

Town of Lexington (MA): Stormwater Utility Feasibility Study and Implementation

The Town of Lexington (Town) engaged Raftelis, in partnership with Tighe & Bond, to implement a stormwater enterprise fund and fee. The Town has been funding stormwater management through a valorem tax revenue. To date, the program has been fairly well funded, but a new, stable, and sufficient approach to funding is needed as the Town looks toward costly water quality requirements focused on phosphorus reduction in the coming years. Jennifer serves as the project manager for Raftelis' role – financial modeling, rate structure and rate analysis. Jennifer recently presented to the Town's Select Board, and the project is continuing to the next phase of refining billing policies and determining the technical details of implementation.

City of Philadelphia (PA): Water Department Management Assessment, Customer Assistance Program Implementation

Based on an intimate knowledge of the City's utility billing system and related practices and policies from a prior management audit, Raftelis was further engaged in 2016 to develop and implement a cutting-edge affordability program consistent with direction from a recent rate case and a recently passed legislation out of City Council. Jennifer was involved in the Tiered Assistance Program (or TAP) from the outset, playing a significant role in development of program requirements and facilitation of policy and process design. She trained customer service staff on the new program, including program features, but also new software, processes, and procedures put in place to support it. Early on, Jennifer oversaw much of the reporting developed to track key program metrics and drive program administration, and she continues to manage program reporting, well into the eighth year of the program being live. Jennifer has recently led efforts to document program challenges and successes at the five-year mark, which included extensive benchmarking of peer or geographically relevant assistance programs and recommendations to be leveraged in strategic planning efforts that are anticipated in the near future. In addition to work with TAP, Jennifer continues to oversee annual financial reporting (based on full copies of the billing system), to support financial planning efforts.

City of Durham (NC): Water and Sewer Rate Study, Stormwater Replacement Fund Policy Analysis

The City of Durham's development standards require that, in some circumstances, new development and redevelopment must include the installation of a Stormwater Control Measure (SCM), and contribute toward a Stormwater Replacement Fund, which was created as a means of ensuring financial guarantees are provided in perpetuity and that stormwater facilities around the City are able to be reconstructed or repaired after natural disasters or other catastrophic events. The City engaged Raftelis to evaluate the policies around fund contribution by projecting costs over time considering the vulnerability of Stormwater Control Mechanisms (SCMs) to extreme

weather events. Jennifer developed a comprehensive Monte Carlo simulation model to determine the optimal fund balance and recommend contribution policies for future development.

Town of Holly Springs (NC): Stormwater Utility Stormwater Rate Structure Analysis and Rate Study

Raftelis worked with Brown and Caldwell on a stormwater program level of service review and rate structure update in the Town of Holly Springs (Town). Prior to this project, the Town had a stormwater fee rate structure that had begun to diverge with the industry standard and was not generating revenue sufficient to fund its growing stormwater management program. Jennifer worked closely with project partners and City staff to document the costs of providing multiple levels of service for the program and assess the rate impact to existing ratepayers with several reasonable rate structure options. Jennifer presented the alternatives and offered recommendations to elected officials at a working retreat. She then led the implementation of the recommended rate structure and rates, working closely with Town utility billing staff, GIS staff, and others involved in data creation and maintenance. The rate structure was successfully updated in early 2021.

Northeast Ohio Regional Sewer District (OH): Stormwater Utility Development and Implementation

The Northeast Ohio Regional Sewer District (NEORS) in Cleveland, OH provides wastewater service to over 50 communities in the region. In early 2013 it began billing for stormwater service to the entire region as well. Raftelis worked with the District through every step of the stormwater utility design and implementation process. Jennifer developed policy documentation for the utility's data management, customer service, credit program, inspection and maintenance program, and billing. In addition, Jennifer assisted with GIS data analysis, billing database development, and project management. Jennifer continued to provide post go-live support for many years.

Upper Falls Watershed Multi-Jurisdictional Stormwater Utility (NC): Stormwater Utility Implementation, Stormwater Services Manager

Five jurisdictions in the Falls Lake Watershed of Central North Carolina (County) engaged Raftelis to address pressing stormwater management issues across the region through the implementation of a coordinated stormwater funding mechanism. Raftelis worked with the jurisdictions to create a rate structure that would most appropriately and feasibly fund the planned level of service provision. Raftelis worked with each jurisdiction to determine the current and future costs associated with stormwater services and to set rates. Raftelis also assisted the jurisdictions in coordinating service activities for maximum cost savings. Raftelis developed the utility billing data for each jurisdiction, assisted them with determining the best billing and collection method (County tax bill line item), and coordinated with the County tax offices to implement the billing methodology. Raftelis also worked with the jurisdictions to develop a credits policy, as well as assisting them with extensive public and elected board meeting support and customer service representative training. The project involved complex governance, service provision, rate structure, and billing policy issues. Jennifer was involved in many aspects of complex policy development around rate structure, organizational structure, customer outreach, and other issues, and currently serves as the Stormwater Utility Services Manager to the five jurisdictions.

Carlisle Borough (PA): Stormwater Utility Feasibility Study and Implementation

Raftelis was engaged by the Borough of Carlisle (Borough) to provide assistance in assessing the financial needs of its growing stormwater program and evaluating the feasibility of a fee as the most appropriate funding mechanism. Jennifer served as project manager during this successful effort. Jennifer coordinated and oversaw a comprehensive review of all operating and capital costs, specifically identifying and quantifying costs related to existing stormwater program elements, which at that time were primarily categorized as Streets-related costs. Jennifer was also the primary developer of a flexible financial planning and rate model. Subsequent to the feasibility study, Raftelis was engaged by the Borough to implement the stormwater fee based on implementation and data maintenance considerations and recommendations made during the feasibility phase. After a great deal of outreach led by Raftelis, the Borough implemented the new utility fee and is now funding its program with fee revenue.

Katie Cromwell

PROJECT MANAGER

Senior Manager



ROLE

Katie will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. She will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Katie will serve as the City's main point of contact for the project.

PROFILE

In her 10 years with Raftelis, she has consulted with numerous local governments on projects related to stormwater program development and review, and stormwater utility feasibility, development, and implementation studies. Katie possesses a strong finance background with diverse and complimentary knowledge and skills in data management and analysis. She has worked extensively with geospatial data and with relational databases in association with utility projects.

With previous consulting experience in economic development, Katie has also worked on affordability projects throughout her career. She has served as an affordability consultant on numerous projects and frequently acts as a trusted advisor to clients on federal funding sources and opportunities. Katie has published articles and thought pieces on federal funding and affordability and serves as a leader on Raftelis' Affordability Community of Practice (COP).

KEY PROJECT EXPERIENCE

City of Corpus Christi (TX): Street Fee Study

In spring of 2023, the City engaged Raftelis to evaluate and update the City's street maintenance fee (SMF). Katie served as the project manager of this engagement and Katie led a benchmarking analysis, and updated the City's trip factors used in the SMF rate structure in addition to completing a financial analysis to help the City understand what revenue could be generated from the fee under an updated rate structure. In September 2023, the City Council decided to let the SMF expire and fund the street maintenance program using tax revenue moving forward. In recent years the City has considered re-implementing the SMF. Katie continues to support the City of Corpus Christi with their stormwater utility fee.

City of Corpus Christi (TX): Stormwater Utility Fee Study

Raftelis was engaged by the City of Corpus Christi in January 2020 to help with the development of a stormwater utility fee to fund the City's stormwater program. The City had made several unsuccessful attempts to shift funding for the stormwater program from the City's water rate to a separate stormwater fee and engaged Raftelis to help with stakeholder engagement and outreach, rate structure selection, financial planning model development, and utility implementation. Due to the pandemic, the project was put on hold in summer 2020 and restarted in May 2021. After preparing several rate structures, facilitating meetings with stakeholder groups and City staff, and presenting the study's findings before City Council, rates were approved in September 2021. Katie was responsible

Specialties

- Financial modeling
- Stormwater utility feasibility and implementation
- Non-metered service fee development
- Water quality management planning
- Stormwater program analysis
- Geospatial analysis
- NPDES Phase I & Phase II Compliance

Professional History

- Raftelis: Senior Manager (2023-present); Manager (2020-2022); Senior Consultant (2018-2019); Consultant (2015-2017)
- Frank Hawkins Kenan Institute of Private Enterprise: North Carolina Economic Development Financial Consultant (2015)
- The Environmental Finance Center at UNC: Research Assistant (2014)
- PG Environmental, LLC: Environmental Scientist (2008-2012)

Education

- Master of Business Administration - University of North Carolina Kenan-Flagler Business School (2015)
- Master of Environmental Management in Coastal Management - Duke University (2015)
- Bachelor of Science in Earth Systems - Cornell University (2008)

for analyzing different rate structure alternatives and preparing a sophisticated customer impact model to support rate making efforts.

During implementation, Katie managed the City's spatial and tabular billing data, responding to customer inquiries, policy changes, and incomplete source data. Katie worked with City leadership to develop policies for special customer classes, exemptions, and appeals. Katie integrated these changes in the bill file she delivered to the City. Katie also provided data to support the development of a public-facing web map. After extensive data development, the fee successfully went live in January 2022.

As part of their stormwater fee implementation, the City of Corpus Christi engaged Raftelis in late 2021 to provide a Parcel Data Management System (PDMS) as a customer service tool for their stormwater reconciliation team. This software allows City staff to easily adjust fee calculation, parsing, aggregation, and other factors to effectively respond to customer inquiries and data updates.

Working closely with Raftelis software developers and City staff from Public Works and IT, Katie analyzed and prepared customer data for this software and helped develop processes informed by the City's rate structure and policy decisions. These procedures enabled PDMS to consume billing data and calculate fees, communicate effectively with the City's INFOR billing system, and generate reports and automated processes for quality control. During this project Katie acted as a communicator between several teams working in parallel to ensure the software successfully met the City's needs and specifications.

Katie continues to manage maintenance for the PDMS software.

City of West Palm Beach (FL): Equivalent Residential Unit Study

Katie helped to manage the digitization of impervious area for both non-single family residential parcels and a sample of single-family residential parcels in the City of West Palm Beach (City). Katie managed the QC of the data used to calculate a new Equivalent Residential Unit (ERU) for the City and helped to guide the creation of tiering thresholds for a three-tiered residential rate structure.

City of Pompano Beach (FL): Utility Billing Assessment and Stormwater Utility Billing Study

The City of Pompano Beach engaged Raftelis to evaluate the City's water, wastewater, and stormwater billing data to determine if accounts are being charged correctly for water, wastewater, and stormwater service based on the City's current rate structures and rates. Katie led the review of the water and wastewater billing data identifying accounts where actual bills did not align with the expected bills. The results of the billing assessment including lists of accounts for additional review by City staff. For the stormwater utility billing assessment and billing study, Katie led the QC effort on these projects which included updating the City's existing stormwater utility billing data, calculation of an Equivalent Residential Unit (ERU), and digitizing impervious area for a portion of the City's non-single family residential parcels.

City of St. Petersburg (FL): Benchmarking Study

The City's Drainage and Surface Water Management Ordinance establishes the standards for stormwater controls in order to protect public safety, prevent flooding, protect water quality, and prevent excessive volumes or velocity of stormwater leaving development and redevelopment sites. This ordinance allows for a payment in lieu program that allows developers to pay a fee if they are unable to meet the standards for stormwater management for a development. With the payment in lieu program having expired, the City engaged Raftelis to complete a review of the City's current program. Katie participated in a benchmarking effort to learn how other agencies address stormwater for new developers and summarize stormwater standards, developer fees (if any), and options or

programs for offsite treatment (including payment in lieu programs) for each of the comparable agencies. Katie also served as a technical expert and reviewer for the final deliverable to the City.

City of Raleigh (NC): Solid Waste Analysis

In 2017, Raftelis was engaged by the City of Raleigh to complete a solid waste analysis as they considered a “pay as you throw” approach to solid waste charges. Katie served as a GIS analyst of the project reviewing routes, trends in recycling diversion, and waste generation by Council district.

City of Stephenville (TX): Stormwater Rate Study

In spring 2024, the City of Stephenville, TX (City) engaged Raftelis to complete a stormwater rate study and possible update to its rate structure. Katie served as the Project Manager on this engagement. The City has not had an update to its rate in a few years, and revenues are insufficient to fund program needs. Currently, nearly all revenues service debt obligations, and very little funding is available to support operations and maintenance of the critical drainage infrastructure. The City also has a long list of stormwater capital projects to improve, enhance, and expand stormwater infrastructure in the City. Katie led the collection of available data and development of a financial planning model for the City. Katie also presented to the City three different rate structure alternatives. In October 2024, the City successfully adopted updated rates and an updated rate structure as part of their budget process.

Town of Mooresville (NC): Stormwater Utility Feasibility and Implementation

Raftelis assisted the Town of Mooresville with the development of a stormwater utility, with a strong emphasis on data development, analysis, and creation of outreach materials using GIS. The project was divided into a feasibility phase and an implementation phase. The feasibility phase concluded with a decision by the Town Board to implement a utility fee. During the implementation phase, Raftelis quantified the Town’s equivalent residential unit, supported data development, and conducted a rate structure analysis that considered multiple rate structure alternatives. The Town has been running a successful stormwater utility for several years and returned to work with Raftelis in 2024 for a data and rate structure update and rate study, which is ongoing. Katie serves as QC support for the data and rate structure portion of the current study.

DC Water (DC): Independent Review

In her second engagement with DC Water, Katie served as the lead consultant on an independent review of customer service for DC Water’s impervious area charge (IAC) billing methodology. In September 2020 DC Water engaged Raftelis to conduct an independent review of the DC Water Clean Rivers Impervious Area Charge (CRIAC). The objectives of the project were to evaluate the DC Water’s internal ability to review and assess accuracy of CRIAC billing, assess the current billing methodology and compare it to industry best practices, review processes and documentation for customer service challenges, and evaluate options for how DC Water should undertake periodic billing updates and maintenance of impervious area data. Utilizing multiple complex and large data sources Katie analyzed the data and developed a series of recommendations that aligned with the organizations goals and that would help to improve the quality and efficiency of the CRIAC billing process. The final report and recommendation were delivered in spring 2021.

Robert J. Ori CPA

LOCAL SUBJECT MATTER EXPERT

Senior Principal

ROLE

Rob will provide input and guidance as a Local Subject Matter Expert based on prior work with the City and neighboring communities.

PROFILE

Robert has: 1) performed utility revenue sufficiency and cost-of-service studies for over 175 local governments; 2) prepared financial feasibility and disclosure reports for approximately 95 transactions totaling over \$8.0 billion in proceeds in the traditional bond market, state revolving loans and rural development loans; 3) prepared financial due diligence evaluations for over 35 utility transactions; 4) served as the public service commission staff in the evaluation of franchised utility rate cases and has submitted testimony as an expert witness in support of rates; and 5) developed specialized rates such as low and high pressure reclaimed water rates, raw water rates, conservation rates, wholesale service and emergency service rates, development charges, and miscellaneous customer service rates. Robert has also been involved in the preparation of the capital improvement element for comprehensive land use plans, development and monitoring of municipal budgets, preparation of financial policies regarding liquidity and financial position, developed extension policies and agreements, assisted in development of service and capacity sales agreements and participated in contract negotiations, provided litigation support litigation services, and other related accounting, utility and public management advisory services.

Robert has been a frequently invited speaker addressing rate, accounting, and industry issues and has recently been involved in the American Water Works Association (AWWA) Rates and Charges Committee and the Finance, Accounting and Management Controls Committee. He is a contributing author to the newest addition of AWWA's *Manual of Practice No. 29, Fundamentals of Water Utility Capital Financing, Fourth Edition* and for the most recent published volume of AWWA's *Manual of Practice No. 1, Principles of Water Rates, Fees and Charges, Seventh Edition* and Contributing Author for the Water Environment Federation's 2018 published special publication, *The Water Reuse Roadmap*.

KEY PROJECT EXPERIENCE

Martin County (FL): Utility Rate Consulting Services

Robert has served the water, wastewater, and solid waste departments of Martin County (County) since 1994 and has performed a variety of utility services for the County. The initial services were associated with the performance of a rate evaluation to consolidate three separate districts into a single enterprise. In order to address the utility rate needs, Robert directed the development of a detailed cost-of-service analysis, which included the re-structuring of



Specialties

- Cost-of-service & rate studies
- Utility acquisitions
- Bond financing
- Wholesale service
- Developer/service agreements & policies
- Connection/development fees
- Business/strategic plans
- Strategic Planning Services
- Expert witness

Professional History

- Raftelis: Senior Principal (2025-present); Executive Vice President (2019-2024); President, PRMG (1994-2019)

Education

- Master of Science in Business Administration, Accounting - Rollins College (1985)
- Bachelor of Science in Business Administration in Accounting & Finance - University of Central Florida (1977)

Certifications

- Certified Public Accountant - Florida, No. 15822

Professional Memberships

- WEF
- AWWA
- Government & Florida Finance Officers Association
- American & Florida Institute of Certified Public Accountants
- Florida Stormwater Association
- Member of Citizens Advisory Group for Seminole County Educational Impact Fees (2017)
- Member of the Charter Review Committee for the City of Winter Springs, Florida (2001)
- Member of Florida Section AWWA Water Conservation Committee (1992-1997)

utility rates, development of reclaimed water rates, and the design of system development fees. Robert assisted in the financial valuation and acquisition of 12 privately owned utilities to bring the utilities under public ownership, eliminate small wastewater treatment systems, and to further regionalize system service to promote economies of scale. Robert also developed financial forecasts, rate covenant and additional bonds tests, and assisted in the rating agency presentations for seven separate bond issues totaling \$140,840,000 in bond and state revolving fund loan proceeds. He also directed the development of a detailed solid waste business forecast to model the financial needs of the system and to develop tipping or disposal fees and collection fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service. As part of a managed competition (privatization) initiative of the County, Robert assisted the utility department in preparing a price bill (Robert was responsible for the Finance and Customer Service Component of the bill), which was won by the County and also assisted the department in the preparation and presentation of a change order to the bid price. Other services have included the development of wholesale service assisted with charges and assisted with the negotiation of a water and sewer capacity swap with the City of Stuart, FL, development of reclaimed water rates and large user agreements, providing assistance for the development of a wastewater extension/septic tank replacement program, development of a price index rate adjustment formula for operating margin maintenance, and providing on-going utility rate and financial services.

City of West Palm Beach (FL): Utility Rate Consulting Services

Robert has performed a variety of utility services for the City of West Palm Beach (City) since 1994. He directed the development of a detailed utility rate study for the City's water, wastewater, and stormwater enterprise funds. Responsibilities included overseeing the development of a detailed billing frequency to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plan, the design of rates for service including a water conservation rate structure, and the design of other rates including raw water rates, wholesale water and wastewater rates for full and emergency service, system development charges, and miscellaneous fees for service. Robert has continuously updated this study on behalf of the City. Robert has also developed financial forecasts, rate covenant and additional bonds tests, financial disclosure reports, and assisted in the rating agency presentations for 10 separate bond issues totaling \$483,145,000 in bond proceeds, including the East Central Regional Treatment Operations Board financing which the City is the administrator for the facility. Other services have included providing assistance in wholesale service agreements, development of capital funding analyses in support of the utility master planning process and water treatment facility options, and other ongoing rate and financial services.

Hillsborough County (FL): Financial Consulting Services

Robert has performed a variety of services to Hillsborough County (County) over the past twenty-five years. The first engagement directed by Robert was an evaluation of the financial position, rates, and business issues and the identification of alternatives to improve financial performance and sustaining rates. This led to the development of the Blue Ribbon Committee by the Board of County Commissioners that developed a strategy/list of recommendations to improve the utility; Robert served as the lead consultant assisting the County staff during the Blue Ribbon Committee deliberations. Robert also directed the preparation of a detailed cost-of-service analysis to modify the rates for service. Attributes included the development of a detailed billing frequency to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plan, the design of innovative rates for service based on an equivalent residential unit basis (flow based by customer, not by meter size) which also included a water conservation rate structure, and the development of a purchased water pass-through adjustment and a price index adjustment clause to allow for operating margin stability. Robert also developed a financial disclosure report including rate covenant and additional bond compliance tests, assisted in the preparation of language revisions to the governing bond resolutions for operating, financing, and accounting issues, and participated in the rating agency presentations for the issuance of utility revenue bonds (including Build America and Economic Recovery Bonds) totaling \$448,179,000 and solid waste revenue bonds totaling

\$114,230,000 in bond proceeds. He also directed the development of a detailed solid waste business forecast to evaluate the financial needs of the system and to develop tipping or disposal fees and collection fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service. The financial forecasts for the water and wastewater system and the solid waste system have been updated annually as part of the County's strategic planning process. Most recently, he developed a street light rate evaluation (assessments) for approximately 740 lighting districts in the County serving over 125,000 parcels, including the development of a revenue sufficiency analysis and multi-year forecast of needs, a cost allocation evaluation to recover costs, managed the development of the property assessment roll to bill the district rates, and assisted in the update of the Street Lighting Ordinance.

Lee County (FL): Cost-of-Service Study, Bond Feasibility Study

Robert directed the preparation of a comprehensive cost-of-service study for the water and wastewater system which included a detailed customer billing frequency analysis, development of net revenue requirements, identification of a capital financing plan and cash flow evaluation, and the design of rates for service. Subsequent to the rate evaluation, Robert was responsible for overseeing the preparation of the financial due diligence, development of a system financial and rate consolidation analysis, and preparation of the bond feasibility disclosure report in support of the issuance of \$134,615,000 in utility revenue bonds which financed a utility acquisition that increased the water customer base by 64% and the wastewater customer base by 37%. Since the acquisition, Robert has been involved in a number of projects for Lee County (County), including: i) the preparation of detailed bond feasibility reports for three transactions totaling \$233,595,000 in bond proceeds; ii) the preparation of an update to the rate study to adopt a series of multi-year rate adjustments which were approved by the Board of County Commissioners as presented; iii) assisted in the valuation and negotiations of the purchase of the Gateway Services District wastewater treatment plant and regional site and the development of a separate bulk wastewater services agreement; iv) development of a detailed financial policy for the utility (maintenance of operating and capital reserves, financial targets, and long-term revenue sufficiency which was adopted by the Board of County Commissioners); and v) performing other miscellaneous services as requested by the County from time to time (e.g., development of a capital planning tool for staff to evaluate changes in CIP planning, evaluation of absorption of other private and publicly-owned utilities in the County, design of reclaimed water rates, etc.). He also directed the development of a detailed solid waste business forecast to evaluate the financial needs of the system and to develop tipping or disposal fees and collection fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service.

Collier County (FL): Utility Financial Consulting Services

Robert has been involved in directing numerous projects for Collier County (County) since 2001. Robert has directed: i) utility rate studies which involved the evaluation of the financial requirements of the utility, including the development of a sustainability plan (primary objectives being capital re-investment and financial sustainability) and the adoption of a multi-year rate phasing plan that was approved by the Board of County Commissioners; ii) the development of water and wastewater impact fees; iii) the design of wholesale rates; iv) assisting in the development of a reclaimed water policy, ordinance, major and basic user agreements for service, and the design of low and high pressure reclaimed water rates; v) the development of a bond feasibility disclosure reports in support of the issuance of \$233,700,000 in bond proceeds; and vi) the development of an acquisition evaluation to consolidate a privately-owned utility system into the County System. He also directed the development of a detailed solid waste business forecast to evaluate the financial needs of the system and to develop tipping or disposal fees and collection fees, including the amount of fees that should be on the ad valorem tax bill (assessment) for residential service.

Joe Williams

STAFF CONSULTANT

Senior Manager



ROLE

Joe will work at the direction of Katie in conducting analyses and preparing deliverables for the project.

PROFILE

Joe currently serves as a Senior Manager in Raftelis' Maitland, FL office. He has over 12 years of experience in financial, management, and rate consulting for utility and other municipal clients. His expertise lies in the areas of developing utility rate studies, impact fees, bond feasibility reports, building fees, miscellaneous fees, and other related financial solutions based on technical analysis and unique needs of each client. He has worked with staff, leadership, and governing bodies for municipal utilities to find solutions to financial and managerial issues that can arise in providing sustainable and effective service delivery.

KEY PROJECT EXPERIENCE

Town of Oakland (FL): Impact Fee Study

Raftelis has been engaged with the Town of Oakland (Town) since 2013 and has assisted with a wide variety of financial projects. Joe has been involved in numerous impact fee projects for the Town including Water, Wastewater, Police, Administrative, Parks, and Transportation. Each of the non-utility impact fees were implemented utilizing a functional population basis to facilitate equitable recovery from each property. Joe has also assisted in a recent update to the Parks impact fee, factoring in significant new project costs for a trail network and museum.

City of Sanford (FL): Impact Fee Study

The City of Sanford (City) originally hired Raftelis in 2014 to develop new police protection and fire services impact fees. The City desired a more nuanced approach with an expanded offering of land uses so Joe assisted with implementation of impact fees using a functional population basis. Recently in 2021, the City engaged Raftelis again to update the police and fire impact fees, as well as the parks and recreation impact fees. The updated fees allowed the City to more equitably assess properties based on the potential demand they placed on specific services. Joe served as the project manager and worked closely with City staff to obtain, review and analyze all necessary data to develop the appropriate criteria.

City of Kissimmee (FL): Impact Fee Study

The City of Kissimmee (City) hired Raftelis in 2023 to perform a comprehensive study for the City's existing parks and recreation impact fees, including an evaluation to add impact fees for police and fire protection services. Prior to this study, the City did not charge impact fees for police and fire services. The City is located in Osceola County, in close proximity to Disney World and other tourism driving attractions and has been seeing significant growth and demands for services over the past ten years. Joe was the project manager serving alongside the City to develop impact fee calculations based on the City's existing infrastructure as well as future improvements that would be provided to serve growth over the next 10-years. Using a functional population approach, whereby the demands for

Specialties

- Impact fee studies (Utility and Municipal)
- Utility cost of service and rate structure studies
- Bond feasibility reports
- Long range financial planning and feasibility studies
- Utility rate surveys

Professional History

- Raftelis: Senior Manager (2023-present); Manager (2020-present); Senior Consultant (2018-2019); Consultant (2015-2017); Associate Consultant (2013-2014); Analyst (2012)

Education

- Master of Business Administration - University of Central Florida (2018)
- Bachelor of Science in Business Administration (Financing & Accounting) - University of Central Florida (2012)

service from different types of development can be derived, Raftelis developed a fee schedule for the City that met their needs and addressed several types of development that were expected in the future. Joe assisted with implementation of impact fees, including a comprehensive technical report, and presentations to City Council during workshops and public hearings that led to the ultimate adoption of new and updated impact fees.

City of Lake Alfred (FL): Impact Fee Study

The City of Lake Alfred (City) retained Raftelis 2022 to update the impact fees based on recent and local costs, as well as significant constraints and alternative water needs pursuant to local growth and water availability. Raftelis initially established the City's impact fees in 2018 including the public safety (police and fire services), parks and recreation, public facilities, water, and wastewater impact fees. The City is anticipating significant growth and desired an update to the impact fees to reflect the current costs of providing service along with the ability to reflect the current level of service provided to existing development. In order to maintain a high quality of service, the City has identified future projects and investments necessary to accommodate new growth, which have been reflected in the impact fee calculations. Several alternatives were reviewed for assessing impact fees to growth including a more nuanced approach with an expanded number of land uses versus the more simple to administer per square foot of development approach. Joe was the project manager and assisted with implementation of impact fees, including a comprehensive technical report and presentation to City Council.

City of New Smyrna Beach (FL): Impact Fee Study

The City of New Smyrna Beach (City) retained Raftelis in 2021 to update the police, fire, and parks and recreation impact fees to reflect the current costs of providing the necessary infrastructure and to meet the demands of growth. The City has unique characteristics in that it is historical a coastal community and is transitioning more towards inland development of annexed areas. The City has a high transient population with significant AirBNB and similar short term rental situations that are creating increased demands on the City's services, with minor redevelopment activity. This was addressed through the fee calculations as well as updating the cost recovery to match future needs.

City of St. Cloud (FL): Impact Fee Study

The City of St. Cloud (City) hired Raftelis in 2020 to perform a comprehensive study for the City's existing police, fire, parks and recreation, and mobility impact fees. Based on the continued rapid expansion of new single family and multi-family development the City had identified several large investments into a new police headquarters building, fire stations, and park master plan projects. Each of these projects (amongst others) were evaluated to determine the proportional share between existing development and new development to establish fair share cost apportionments and levels of service, and to establish a reasonable dual-rational nexus test for all fee areas. The City is located to the South of Orlando in Osceola County, which has been growing rapidly for the past ten years. Using a functional population approach, whereby the demands for service from different types of development can be derived, Raftelis developed a fee schedule for the City that met their needs and addressed several types of development that were expected in the future. Raftelis assisted with implementation of impact fees, including a comprehensive technical report, and presentations to City Council during workshops and public hearings that led to the ultimate adoption of new and updated impact fees.

City of Palatka (FL): Impact Fee Study

The City of Palatka (City) retained Raftelis 2022 to update the impact fees based on recent and local costs, as their last impact fee studies were performed in the 2007 timeframe. Additionally, the impact fees had been under a moratorium since 2008 or 2009 coinciding with the last major recession. Since the Florida Impact Fee Act has increased in stringency over the past several years, the City felt it was necessary to perform a study prior to re-establishing their impact fee program. The City charges impact fees for police, fire, parks and recreation, transportation, water, and wastewater services. Joe was the project manager serving alongside the City to develop

impact fee calculations based on the City's existing infrastructure as well as future improvements that would be provided to serve growth over the next 10-years. The City is anticipating future growth to begin materializing as other communities to the East and West continue expanding. In order to maintain a high quality of service, the City has identified projects and investments necessary to accommodate new growth, which have been reflected in the impact fee calculations. Several alternatives were reviewed for assessing impact fees to growth including a more nuanced approach with an expanded number of land uses versus the more simple to administer per square foot of development approach. Joe assisted with implementation of impact fees, including a comprehensive technical report, and presentations to City Council during workshops and public hearings.

City of Port Orange (FL): Impact Fee Study, Financial Planning Study

The City of Port Orange (City) hired Raftelis in 2022 to perform a comprehensive financial update for the City's enterprise funds and impact fees, including services of water and wastewater as well as police, fire, transportation, and parks and recreation. Prior to this study, the City did not charge impact fees for police services. Joe served as the project manager developing the police, fire, parks and recreation, and the transportation impact fees. The transportation impact fees were calculated by a subconsultant, under Joe's supervision. Using a functional population approach, whereby the demands for service from different types of development can be derived, Raftelis developed a fee schedule for the City that met their needs and addressed several types of development that were expected in the future. The City is still working through the adoption process of the fees, but they are anticipated to be enacted in the near future.

City of Auburndale (FL): Impact Fee Study, Water and Wastewater Rate Study

The City of Auburndale (City) has been working with Joe and Raftelis for many years on utility financial assistance. In 2021 and 2022, the City retained Raftelis to perform a comprehensive water and wastewater rate study as well as an update to the capital/impact fees charged to new development. Additionally, Raftelis was hired to update the City's police, fire, and parks and recreation impact fees. Through an in-depth review of the City's plans for future development, capital improvements, and the levels of service provided to existing residents and business, an impact fee program was developed that met the specific needs of the City. Since the impact fees in place prior to this study had not been updated in many years, there were large increases to the fee levels reflecting the current cost of providing additional projects and improvements as new development continues. Joe served as the project manager for both of these engagements. All of the impact fees were adopted pursuant to the recommendations of the study.

City of Wilton Manors (FL): Connection Fee Study, Impact Fee Study

In 2021 the City of Wilton Manors (City) hired Raftelis to perform a utility connection fee and municipal impact fee study. The utility connection fee study included the addition of a water connection fee and update of the wastewater connection fee. Each of the utility connection fees are designed to capture the cost of constructing and expanding the transmission systems to accommodate increased demands from new development and redevelopment. The municipal impact fee study included updates to the police, fire, and parks and recreation impact fees as well as establishment of general government and library impact fees. The City is experiencing infill development and redevelopment activities and therefore the fees were crafted to best capture the additional demands anticipated. With significant redevelopment occurring, the City had to consider the appropriate credits that would apply to existing development as well as the best fit fee structure for charging based on incremental demands on each service. Joe served as the project manager for this study and worked closely with the City to craft the desired fee programs. All of the impact fees were adopted pursuant to the recommendations of the study.

Christina Conchilla

STAFF CONSULTANT

Manager

ROLE

Christina will work at the direction of Katie in conducting analyses and preparing deliverables for the project.

PROFILE

Christina has experience in the development of stormwater utilities and supporting the programmatic, financial, data management, and public relations elements that are part of implementing a utility. In addition to stormwater utility development, Christina has experience with wetland delineation, permitting and mitigation, Brownfields assessments, environmental due diligence activities, and NEPA planning.

KEY PROJECT EXPERIENCE

City of Dunedin (FL): Stormwater Utility Program Review and Rate Study

Christina served as Project Manager for this Stormwater Program Review and Stormwater Utility Rate Study. This project included a full review and gap analysis of the City's stormwater program, the basis of which is their co-permittee status on the Pinellas County National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit and Total Maximum Daily Load (TMDL) requirement. Based upon the findings of the review and gap analysis, as well as the City's interest in implementing a resiliency program, Christina and team recommended changes to the City's Operations, Maintenance and Capital budgets.

Town of Ponce Inlet (FL): Stormwater Utility Feasibility Study

Christina served as Project Manager for this Stormwater Utility Feasibility Study project. Christina assisted the Town with investigating if a Stormwater Utility would be a feasible mechanism for providing an equitable, dedicated and stable revenue source to fund their stormwater program. Christina led efforts to develop an impervious area based rate structure, including determination of the Town's ERU, estimated their billing units of service, and estimated the stormwater program's revenue requirements based upon a review of the Town's NPDES MS4 permit requirements and interviews with Town staff regarding their current service provision, potential gaps, and future program needs. Christina collaborated on production of a financial model that calculated potential stormwater utility rates at three levels of capital improvement program spending. Christina supervised production of and provided quality control and industry knowledge for a Stormwater Utility Feasibility Study report.

City of Orlando (FL): Stormwater Utility Credit Study

Christina is serving as Project Manager for this Stormwater Utility Credit Study. The City automatically applies stormwater utility credits to commercial and multi-family residential properties that have been constructed since the implementation of the Orlando Urban Stormwater Management Manual (OUSWMM), however determined that there are another set of credit holders unrelated to OUSWMM compliance. Christina has led efforts to classify these



Specialties

- Stormwater utility financial & rate analyses
- Stormwater permitting & compliance
- Stormwater program development
- Public outreach
- ArcGIS geospatial analysis

Professional History

- Raftelis: Manager (2024-present); Senior Consultant (2019-2023)
- AMEC Foster Wheeler: Senior Environmental Specialist (2008-2015)
- ECS Carolinas: Senior Environmental Specialist (2005-2008)
- North Carolina Division of Water Quality: Environmental Specialist II (2005)
- New Jersey Department of Transportation: Environmental Specialist (2001-2005)
- New Jersey Water Watch: Americorps Volunteer (2000-2001)

Professional Associations

- APWA-NC Sustainability Committee Co-Chair

Education

- Bachelor of Science in Environmental Science - Virginia Tech University (2000)

customers and recommend updates to their credits, including benchmarking the City's credit program against other communities that have updated their stormwater utility credit policies.

City of Port St. Lucie (FL): Stormwater Rebate Study

Christina is serving as Project Manager for this Stormwater Rebate Study. Christina led the analysis of the historic and current stormwater expenditures of Community Development Districts (CDDs) within the City, and comparison of these expenditures to the stormwater utility fee rebates funded to each CDD. The study included collection and review of financial data from CDDs (both publicly available and requested) related to operation and maintenance of the CDDs stormwater system, collection and review of financial data from the City regarding stormwater rebates provided to each CDD, review of the City's Stormwater Program level of service, and analysis of historical CDD stormwater expenditures as compared to City utility fee rebates. Christina collaborated with other Raftelis staff to produce a report outlining the findings of the study.

City of Treasure Island (FL): Stormwater Utility Rate Structure Change and Data Development

Christina assisted City with a stormwater rate and rate structure update, including an update to their equivalent residential unit (ERU) and impervious area mapping and a rate structure alternatives analysis. Christina presented a five-year rate schedule and proposed rate increase to the City Commissioners during a budget workshop in August 2023, which was unanimously approved. Christina led efforts to match parcel-based billing data to the City's existing stormwater utility accounts and updated the stormwater bill file to reflect the increased rate, new ERUs and updated impervious area measurements. Christina produced a final rate study report, including recommendations for stormwater utility credits.

City of Jacksonville Beach (FL): Stormwater Utility Rate Study

Christina is serving as Project Manager for this Stormwater Utility Rate Study project, where Raftelis is a subconsultant to Jones Edmunds. Christina is assisting the City with a stormwater rate and rate structure update, including an update to their ERU and impervious area mapping and a rate structure alternatives analysis. In collaboration with Jones Edmunds, Christina conducted a review of the City's current stormwater program and interviewed staff to gather the City's perspective on service provision, potential gaps, and future program needs. This project is ongoing

City of Hallandale Beach (FL): Stormwater Rate Structure Change and Data Development

Christina is assisting the City with an evaluation of their existing stormwater utility billing data, matching parcels to accounts and determining where parcels with impervious area may not have current stormwater accounts, in advance of a stormwater utility update.

City of Stuart (FL): Stormwater Utility Rate Structure Change and Data Development

Christina assisted the City with a stormwater rate and rate structure update, including an update to their equivalent residential unit (ERU). The City currently uses a rate structure with both impervious area and pervious area components and Christina evaluated the City's current billing policies, with a particular emphasis on equity between various customer classes, including multi-family residential customers and vacant residential customers. Christina produced a Rate Structure Recommendation Report.

Rachel Weinberg

STAFF CONSULTANT

Senior Consultant

ROLE

Rachel will work at the direction of Katie in conducting analyses and preparing deliverables for the project.

PROFILE

Rachel has seven years of experience and a diverse background in water resource management, environmental law and policy, quantitative analysis, and community education, engagement, and outreach. Her educational background is focused on water quality, hydrology, and data analysis and visualization. As a consultant at Raftelis, Rachel has worked with local governments on projects related to stormwater program development and review, stormwater utility development, financial modeling, analysis, and rate development, impervious area analysis, and affordability. As a Legislative Assistant for a nonprofit in Washington, D.C., she worked extensively on the Clean Water Act, Clean Power Plan, and international climate change cooperation. Through her work in science education, she has experience communicating technical concepts to audiences with diverse backgrounds and knowledge. Rachel has used her quantitative and geospatial analysis skills to map and analyze flooding in North Carolina, model green infrastructure impacts on flooding and water quality, and to develop interactive web apps to facilitate water quality data retrieval and analysis. Rachel's primary expertise includes geospatial analysis, financial modeling, and stakeholder engagement and communications.

KEY PROJECT EXPERIENCE

City of Raleigh (NC): Stormwater Financial Modeling, Bond Feasibility Analysis

Raftelis is currently working with the City of Raleigh Stormwater Program to evaluate level of service and assist with financial planning for long-term funding of the capital program. Rachel supports the financial analysis for this project, updating the financial model with new data, modeling new scenarios, rate changes, and debt issuance. Rachel has enhanced the user interaction capabilities of the model and taught members of the stormwater finance team how to use the model and annually update projections with new budget and revenue data. Rachel assisted the benchmarking study to analyze the level of service in comparison to other utilities. The project is currently in the third year with financial model updates and support for bond issuance continuing and an additional focus on operationalizing equity, improving communications and engagement, and updating the fee credit program. Rachel is supporting efforts to operationalize equity through review of capital project prioritization, stormwater fee tiers, recruitment and hiring, and communications and engagement. Rachel is also working with the Raleigh Stormwater team to update their fee credit program to encourage broader participation and equitable distribution of credits.



Specialties

- Geospatial Analysis
- Data analysis and visualization
- Statistical analysis and data management
- Stakeholder engagement

Professional History

- Raftelis: Senior Consultant (2025-present); Consultant (2021-2024)
- Internet of Water: Research Assistant (2020-2021)
- Nicholas School of the Environment: Research Assistant (2019-2021)
- Ellerbe Creek Watershed Association: Water Management Fellow (2020)
- Pacific Science Center: Science Educator (2019)
- 6 Points Sci-Tech Academy: Assistant Director and Communications Manager (2016-2019)
- Religious Action Center of Reform Judaism: Legislative Assistant (2015-2016)

Education

- Master of Environmental Management in Water Resources Management - Duke University (2021)
- Bachelor of Arts in Biology - Hamilton College (2015)

Albemarle (NC): Impervious Area Development, Stormwater Fee Financial Model

Raftelis was engaged as a subconsultant to W.K. Dickson to lead the financial planning and provide program recommendations for the development of a stormwater utility in Albemarle, North Carolina. Rachel built an interactive financial model to allow the City to evaluate different levels of service over 5 years, including different options for staffing allocations, equipment purchases, operations and maintenance costs, and capital projects. Rachel digitized non-residential parcels to allow the City to bill based on an equivalent residential unit of impervious area. Rachel assisted in the development of billable units through GIS analysis of impervious area. Based on the results of the billable unit analysis, Rachel modeled different rate structures to meet the revenue requirements of the proposed level of service. Rachel also helped to facilitate the billing process by match existing billing accounts with stormwater parcels. The City is in the process of determining next steps for the project.

City of Calgary (AB): Stormwater Fee Feasibility, Stormwater Fee Modeling, GIS Analysis

In 2020, Raftelis was re-engaged by the City of Calgary to further the analysis of a potential stormwater rate structure change. The study involved the analysis of incremental changes to the rate structure and development of a detailed implementation plan for carrying out those steps in the next business cycle. Rachel served as the lead analyst on this re-engagement completing geospatial analyses and determining customer impacts. Rachel reviewed previous cost of service studies, analyzed geospatial and billing data, modeled potential rate structures and their associated customer impacts, identified implementation steps and considerations for each potential rate structure, and prepared a final report to share the results of study with City Council.

City of Asheville (NC): Stormwater Financial Modeling

Raftelis is currently engaged by the City of Asheville to conduct a stormwater utility fee study and program evaluation. Rachel is leading financial modeling to evaluate the cost of difference levels of service, determine revenue requirements, and propose new rates. Rachel is developing a financial model that allows the City to evaluate multiple levels of service and their associated revenue requirements.

City of Charlotte (NC): Program Evaluation, Workshop Facilitation, Financial Modeling

Raftelis is assisting Charlotte Storm Water Services to evaluate their stormwater program and design options for near and long-term program evolution and maturation. Rachel interviewed staff, gathered and reviewed program information and data, and modeled different scenarios to propose recommendations for Charlotte's stormwater program. Rachel also assisted in preparation for workshops with Charlotte Storm Water Services leadership to vision program development.

American Water Works Association: Affordability Publication

Rachel was a key Raftelis team member and co-author of a project for the AWWA to create the third edition of the Thinking Outside the Bill publication on best practices for water utilities looking to address affordability in their communities. Rachel sought out the most recent research and information on factors that impact water affordability including demographic data, COVID-19 impacts, and new recommended metrics to identify affordability issues. Rachel authored sections on researching affordability, community information gathering, types of custom assistance programs and their costs and benefits, and ways to select a solution that meets the needs of the community. Rachel also conducted interviews with utilities to identify best practice in customer assistance programs and shared the findings in case studies throughout the publication. Rachel help the Raftelis team to produce a high-quality publication in a short timeframe by developing a project management timeline and incorporating feedback from internal technical reviewers and the external steering committee.

City of Memphis (TN): Solid Waste Services Financial Modeling

Raftelis worked with the City of Memphis to assess the financial needs and update rates for the City's solid waste program. Rachel has worked with the City since 2021 to evaluate monthly financial data to ensure it is consistent with budget data and evaluate near and long-term financial solvency. Rachel has updated the financial model to meet the City's needs and collaborated to develop a dashboard to visualize monthly trends and identify outliers. Rachel has also helped to evaluate staffing and overtime costs, contract collections costs, and model the costs of in-house vs. contract collections.

OTHER RELEVANT EXPERIENCE

Internet of Water: Research Assistant (2020-2021)

The Internet of Water is an innovative start-up organization focused on developing a modern water data infrastructure to improve discoverability, accessibility, and usability of water data. As a Research Assistant, Rachel developed an RShiny app to allow data users to identify the HUC 12 watershed boundary and access available monitoring sites and data through the Water Quality Portal by clicking a location on a map. This app facilitates interaction with Water Quality Portal data and allows researchers and community groups to know what data are available in their watershed. Rachel also worked with the Internet of Water to develop an interactive state water budget data navigator to facilitate interaction and collaboration between Colorado River Basin states.

Nicholas School of the Environment: Research Assistant (2019-2021)

Rachel worked as a Research Assistant in Avner Vengosh's lab, which focuses on linking environmental geochemistry and isotope hydrology to trace the sources and mechanism of water contamination. Rachel's research focused on potential solutions to water contamination from acid mine drainage and coal ash. Her work included literature reviews, experimental design and management, data management and visualization, and statistical analysis. She developed laboratory methods and conducted a long-term experiment to analyze the ability of coal ash to neutralize and treat acid mine drainage. The results of her study have implications for possible alternative technologies for remediation of acid mine drainage and disposal of coal ash to prevent water quality degradation.

Ellerbe Creek Watershed Association: Sussman Water Management Fellow (2020)

The Ellerbe Creek Watershed Association (ECWA) is a nonprofit working to restore a healthy, living creek that connects people and nature in Durham, NC. Rachel worked with ECWA to map and analyze flooding and recommend green infrastructure solutions. Her work included geospatial analysis of flooding outside the designated floodplain, city flood complaint data, historical rainfall data, and current stormwater infrastructure. She modeled and analyzed potential green infrastructure solutions using the North Carolina Stormwater Nitrogen and Phosphorus Tool. Rachel presented recommendations for green infrastructure solutions to reduce the impacts of stormwater runoff on the Durham community through an ArcGIS StoryMap.

PROJECT LIST

- City of Asheville (NC) – Stormwater financial modeling
- City of Charlotte (NC) – Program evaluation, workshop facilitation, financial modeling
- Rockdale County (GA) – Impervious area development
- City of Kirkland (WA) – Surface Water Utility Assessment and Review
- City of Albemarle (NC) – Impervious area development, stormwater fee financial model
- City of Calgary (AB) – Stormwater fee feasibility, stormwater fee modeling, GIS analysis
- City of Raleigh (NC) – Stormwater financial modeling, bond feasibility analysis
- City of West Palm Beach (FL) – Impervious area development
- City of Philadelphia (PA) – Software testing

- City of Memphis (TN) – Solid waste services financial modeling
- American Water Works Associations – Affordability publication

PUBLICATIONS

- Affordability of Wastewater Service, 2nd Edition, Water Environment Federation, 2022.
- “Thinking Outside the Bill: A New Guide to Affordability and Customer Assistance,” AWWA, 2022
- “Water quality implications of the neutralization of acid mine drainage with coal fly as in India and the United States,” Fuel, 2022

Tristen Townsend

STAFF CONSULTANT

Consultant

ROLE

Tristen will work at the direction of Katie in conducting analyses and preparing deliverables for the project.

PROFILE

While at Raftelis, Tristen has worked on projects involving water, wastewater, and stormwater enterprise systems, municipal impact fee development, and building fees. These projects have focused on the evaluation of financial position and involved developing revenue and expense projections, analyzing customer data, and developing client specific financial models. Tristen earned her master's degree from Duke University in Environmental Management and has bachelor's degrees in Environmental Science and Mathematics from the University of Florida. During graduate school, she served as a student consultant for the North Carolina Department of Environmental Quality and interned at DC Water.

KEY PROJECT EXPERIENCE

City of Kissimmee (FL): Municipal Impact Fee Study

Tristen served as the lead analyst on a project with the City of Kissimmee (City) to calculate municipal impact fees. Prior to this study, the City did not charge impact fees for police or fire services. Tristen developed a functional population model to calculate impact fee equivalencies based on different types of expected future development and utilized this in the calculation of police, fire, and parks and recreation impact fees.

City of Bartow (FL): General Fund Sustainability Study, Municipal Impact Fee Study

Tristen served as the lead analyst for a general fund sustainability study and municipal impact fees study with the City of Bartow (City). She supported the development of a 10-year revenue sufficiency model to assess the financial sustainability of the City's general fund. Tristen worked with City staff to review data and assumptions and created a financial forecast which included detailed budget projections and capital improvement funding and explored numerous scenarios to assess sensitivity to growth and cost increases. Tristen is also currently serving as the lead analyst for a municipal impact fee study with the City, in which she developed a functional population model to calculate impact fee equivalencies based on different types of expected future development and utilized this in the development and calculation of police, fire, parks and recreation, and public facilities impact fees.

City of Dunedin (FL): Stormwater Rate Study, Marina Rate Study

Tristen served as the lead analyst for a stormwater rate study and a marina rate study for the City of Dunedin (City). For the stormwater rate study, she assisted with development of a 10-year dynamic model to inform fiscally sustainable rates, which included detailed budget projections, capital improvement funding, and projection of revenue generation and reserve balances. She also supported the preparation of detailed presentation materials for



Specialties

- Water, wastewater, and stormwater rates and fees
- Impact fee development (utility & municipal)
- Financial modeling and forecasting
- Data analysis and visualization

Professional History

- Raftelis: Consultant (2024-present); Associate Consultant (2022-2023)
- Florida Department of Health – Hillsborough County: Environmental Specialist II (2021-2022)
- North Carolina Department of Environmental Quality: Student Consultant (2019-2020)
- DC Water: Performance Intern (2019)
- Nicholas School of the Environment – Research Assistant (2018-2019)
- City of Lakeland Water Utilities – Intern (2018)

Education

- Master of Environmental Management in Water Resources Management – Nicholas School of the Environment, Duke University (2020)
- Bachelor of Science in Environmental Science – University of Florida (2017)
- Bachelor of Arts in Mathematics – University of Florida (2017)

meetings with the Finance Commission, Stormwater Advisory Committee, and City Commission. For the marina rate study, Tristen helped develop a 10-year revenue sufficiency to assess the financial sustainability of the marina enterprise fund. Tristen worked with City staff to review data and assumptions and created a financial forecast which included detailed budget projections, capital improvement funding, projection of revenue generation, and a pay-go cash target. She supported rate design analysis for the marina based on common methodologies in the industry and used Qualtrics to perform a benchmarking survey of marinas in the local region to inform operations. Tristen helped create detailed presentations for the Marina Advisory Committee, Finance Committee, and City Commission and presented study findings and recommendations at a City Commission workshop.

City of Fort Walton Beach (FL): Sanitation Revenue Sufficiency Study

Tristen served as the lead analyst to provide a financial forecast for the City of Fort Walton Beach's sanitation enterprise fund. She assisted with model development, which included updating highly detailed budget projections, capital improvement funding, and projection of revenue generation and reserve balances, as well as an analysis to better align pass-through costs for tipping fees with individual cost components within the existing fee structure.

City of Marathon (FL): Wastewater Rate Study

Tristen served as the lead analyst to provide a financial forecast for the wastewater and stormwater utilities with the City of Marathon (City). Tristen assisted with the model development, which included highly detailed budget projections due to operating contracts and evolving customer characteristics in addition to revenue generation, reserve balances, capital improvement funding.

City of Ocoee (FL): Water and Wastewater Rate Study

Tristen served as the lead analyst to provide a financial forecast for the City of Ocoee's water and wastewater utilities. She assisted with the model development, which included updating highly detailed budget projections, capital improvement funding, and projection of revenue generation and reserve balances.

City of Port Orange (FL): Municipal Impact Fee Study

Tristen served as the lead analyst on a project with the City of Port Orange (City). The City hired Raftelis to perform a financial update for the City's impact fees, including services of water and wastewater as well as police, fire, transportation, and parks and recreation. Prior to this study, the City did not charge impact fees for police services. Tristen developed a functional population model to calculate impact fee equivalencies based on different types of expected future development and utilized this in the calculation of police, fire, and parks and recreation impact fees.

City of Bunnell (FL): Water and Wastewater Rate Study

Tristen served as the lead analyst to provide a financial forecast for the City of Bunnell's water and wastewater utilities. She assisted with the model development, which included updating highly detailed budget projections, capital improvement funding, and projection of revenue generation and reserve balances.

PROJECT LIST (*ONGOING)

- City of Bartow (FL) – General fund study; municipal impact fee study
- City of Bunnell (FL) – Water and wastewater rate study
- City of Dania Beach (FL) – Stormwater rate study
- City of Denison (TX) – Transportation impact fee study
- City of Dunedin (FL) – Marina rate study; Stormwater rate study, Water and wastewater rate study*
- City of Eustis (FL) – Water, wastewater, and reclaimed water rate study*
- City of Flagler Beach (FL) – Water and wastewater rate study

- Florida Keys Aqueduct Authority (FKAA) (FL) – Navy water rate contract study
- City of Fort Walton Beach (FL) – Solid waste rate study
- Hillsborough County (FL) – Stormwater rate study*
- Town of Jupiter Island/South Martin Regional Utility (FL) – Water rate price index study
- Key Largo Wastewater Treatment District (FL) – Wastewater rate study
- City of Kissimmee (FL) – Municipal impact fee study
- City of Marathon (FL) – Building fee study; Wastewater rate study
- City of Ocoee (FL) – Water, wastewater, and reclaimed water rate study
- City of Palm Coast (FL) – Utility strategic plan*
- City of Pompano Beach (FL) – Undergrounding fee-in-lieu study
- City of Port Orange (FL) – Municipal impact fee study
- City of Port St. Lucie (FL) – Stormwater rebate study*
- Regional Utilities (FL) – Bond feasibility study*
- South Walton Utility Company, Inc. (FL) – Water and wastewater rate study
- City of St. Cloud (FL) – Stormwater rate study; Building fee study*
- St. Lucie County (FL) – Water and wastewater rate study*
- City of Tampa (FL) – Building fee study*
- Village of Wellington (FL) – Building fee study
- City of Winter Haven (FL) – Municipal impact fee study*; Building fee study*
- City of Winter Park (FL) – Water and Wastewater Utilities strategic plan*

PRESENTATIONS

- “How Sustainability and ESG Intersect and Differ”, WEF/AWWA Utility Management Conference, 2023 (Co-presenter)

PUBLICATIONS

- “Sustainability at DC Water: Concept Development, Input, and Reporting”, WEF/AWWA Utility Management Conference, 2020 (Co-Author)
- “Water Challenges in Smart Cities”, Dentons Global Smart Cities & Communities Think Tank, 2019 (Co-Author)

PROJECT APPROACH

Project Approach

The City is seeking a comprehensive operating fee study to review its municipal operating fees including those related to Emergency Services, Parks & Recreation, Business, Building, Code Enforcement, Planning & Development Services, Historical Preservation, Special Events, and others. The goal is to align costs of providing some public services with users of those services and generate additional revenue to support municipal operations. While impact fees are a source of capital funding, operating fees can support the ongoing operations and maintenance of various municipal services.

The City currently has dozens of operating fees. Raftelis' team will work with the City to right-size existing fees based on true costs of providing those services. We also recognize an interest in both adding other types of operating fees and reviewing those in neighboring communities for consideration when proposing adjustments for 2026. Raftelis has a unique offering the City can leverage for success with the ability to provide local and national knowledge and perspective for this project.

GENERAL PROJECT APPROACH

Our project approach has been developed through years of experience and we follow industry standard methods applied specifically to the City's unique characteristics to ensure fair and equitable operating fees that meet the needs of the City.

Our Team's approach is based on our understanding of the major objectives to be accomplished by the study that are as follows:

1. Determination of projected demands and operating needs of the City's Emergency Services, Parks & Recreation, Business, Building, Code Enforcement, Planning & Development Services, Historical Preservation, Special Events, and other departments.
2. Determination of use of those services and basis for providing service.
3. Development of operating fees, taking into account a balance between cost recovery and impact on fee payers.
4. Updating the operating fee schedule for adoption.
5. Documentation and presentation of the study results to the City's staff and City leadership.

PROJECT MANAGEMENT APPROACH

Our approach to providing the proposed consulting services will place a major emphasis on the coordination elements of the study process. The key to successfully completing the scope of services and meeting the project deadlines is to start with a well-conceived project plan with clearly delineated tasks and deliverables, properly manage the resources necessary to complete the study, and effectively coordinate our team's activities with the City.

In the proposed operating fee study work plan, we have made allowances for meetings with City staff throughout the study to develop and review study assumptions and results. The work plan also includes meeting with the City Finance Committee and the City Commission.

Our approach includes project management and quality control steps to ensure that study results are reasonable, achieved cost effectively, and on schedule. A detailed study schedule will be developed in conjunction with the City's staff. The schedule will be reviewed by the project manager on an ongoing basis and updated, as required, to

keep track of study progress. Scheduling problems, corrective measures and adjustments, as necessary, will be coordinated with City staff as they occur. Additionally, a detailed cost estimate by study task will be prepared for each specific project phase and task. The cost estimate will be used to track actual project costs and will be reviewed monthly to ensure project cost control. We have used this process for each of the projects in the References section and have had great success with cost control to the extent the respective client did not add new tasks or additional analyses to the scope requiring a change order.

Generally, in these types of studies, the major issues and problem areas include identifying proper service categories, and establishing a reasonable basis for a fair apportionment of the costs for the service categories based on level of service considerations. We propose dealing with these issues through detailed discussions with the City staff about future development and land uses, experience and problem areas associated with implementing the current fee schedule, development of appropriate alternative fee application methods, and the use of empirical data and accepted industry standards to support our recommendations.

WORK PLAN

Work Plan

PROPOSED PROJECT WORK PLAN

The following project approach described in detail below is proposed to accomplish this project for the City. The task listing has been structured and ordered in the general manner that our team approaches these types of studies but has also been linked back to the specific tasks listed in the City's RFP. We have had great success with this project approach in many of our team's efforts historically and believe it would be well suited to accomplish the City's goals and objectives.

Task 1 – Prepare Data Request/Kick-off Meeting

The initial task will include preparation of a data request to identify the recent and localized information to be provided by the City. This task will also include a project kick-off meeting to discuss project goals and objectives, data concerns, analysis methods, benchmarked communities, administrative issues, and project schedule.

Task 2 – Review of Existing Operating Policies

This task includes evaluating current operating fee structures and fee application methods. We will work closely with City staff to review existing fee application methods and identifying potential changes and improvements. By conducting this review process early in the project, the fees can be tailored to achieve policy objectives. During this phase, Raftelis will work with staff to prioritize fees for review within the project timeframe. We may also be able to consolidate types of fees to reduce administrative management.

Task 3 – Data Gathering and Review

This task will be based on i) interviews with Department Heads and ii) review of the data compiled and provided by the City in response to the data request prepared in Task 1. Data that will be requested will include: i) units of service for each type of operating fee; ii) revenues; and iii) any other data and information considered necessary to adequately perform the study. During meetings with Department heads, Raftelis will inquire about additional types of operating fees desired, or types no longer used.

Task 4 – Peer Community Review

Raftelis will review the types and amounts of operating fees of up to 10 peer communities for consideration of proposed fees and for use in communicating proposals to Finance Committee and City Commission. During the peer community review, we will identify operating fees that the City does not charge, but may want to consider.

Task 5 – Service Area Review

Raftelis will review of the population projections and other service area demographics as contained in such documents as the City's Comprehensive Plan; Florida Statistical Abstract; data made available by the City's Planning Department; and other such information. The purpose of this task is to identify the future growth in service users. If Raftelis is also conducting an impact fee assessment, projections from that effort can be used here.

Task 6 – Cost Recovery Review

Raftelis will review the budgets and any available future projections associated with the studied departments and work with staff to determine costs associated with providing specific services. In some cases, these will be services already provided and costs already incurred by the City that can be recovered through a fee. In other cases, the fee would be imposed when an additional service is required by a fee-payer.

The determination of such costs will be based on level of service considerations, personnel, equipment, supply costs, or other lost revenue/opportunity costs associated with each service. This task will include up to three virtual meetings to discuss assumptions and allocation methodologies. During this task, Raftelis will also provide the City with additional types of operating fees for consideration.

Task 7 – Design of Operating Fees

The various operating fees will be calculated for each ‘unit of service’ for each fee type. For each type of operating fee – existing or new.

- Review of and, if appropriate, recommended changes to the City’s current operating fee application methodology.
- Allocation of current costs to operating fee categories
- Definition of additional costs for operating fee categories
- Review and development of units of service.
- Calculate the municipal operating fees based on a blend of cost recovery for each of the municipal services and comparison with peer communities.
- Development of an operating fee schedule.
- Meeting with staff to review preliminary and revised operating fee types and amounts, and obtain comments.

Task 8 – Final Report

Raftelis will meet with the City Manager and staff to review and discuss the recommendations contained in the reports prior to issuance of the final report. A report will be prepared by Raftelis detailing the data and assumptions relied upon in the development of the proposed operating fees, the cost analyses performed, and our conclusions and recommendations for consideration by the City. It is anticipated that a draft report will be prepared for consideration and review by City staff prior to presentation to the City Commission for consideration, adoption, and implementation.

Task 9 – Ordinance Development

Raftelis will assist the City in preparation of an ordinance to implement the proposed fees. Raftelis will rely on the City’s attorney for ordinance finalization.

Task 10 – Presentation of Findings

This task includes one presentation to the City’s Finance Committee and one meeting with the City Commission. We will tailor the presentations to address the key objectives of the study and demonstrate how the proposed fees are appropriate and reasonable based on recent and compare the proposed fees with other municipalities.

EXCEPTIONS

Exceptions

We request that the City consider making the following modifications, shown in red below, to the Professional Services Agreement. Please contact us if you have any questions or concerns about these modifications.

IV. GENERAL CONTRACT TERMS

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.~~

None.

SERVICES AGREEMENT

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

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. ~~Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Contractor of any of its intellectual property, know-how or trade secrets.~~ 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 ~~with respect to goods provided~~ 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~~ goods are 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~~ goods.

~~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.~~

5. Damages. N/A

6. Remedies.

a. Damages. The City reserves the right to recover any ascertainable actual ~~and out-of-pocket~~ damages incurred ~~as a result of to the failure of the Contractor to perform in accordance with the requirements~~ extent caused by the Contractor's negligent performance of this Agreement, or for ~~such~~ losses sustained by the city

~~resultant from~~ to the extent caused by the Contractor's negligent 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~~ 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~~ shall, in good faith, determine non-conformance ~~and the quality of workmanship~~.

7. Waiver of Liens. ~~Prior to~~ Simultaneously with 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.

~~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.~~

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, and 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,~~ to the extent caused by the negligent performance or non-performance by Contractor of this Agreement, whether caused in part by the City or not, and ~~in connection with~~ from violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, ~~including~~ excluding loss of use thereof, ~~directly or indirectly to the extent caused by, resulting from, arising out of or occurring in connection with the~~ the negligent operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, in ~~providing the services hereunder,~~ 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~~ 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.

ADDITIONAL FORMS

VII. NON-COLLUSION AFFADAVIT

STATE OF North Carolina
COUNTY OF Mecklenburg

I state that I Jon Davis, Senior Principal of Raftelis Financial Consultants, Inc.,
(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. Raftelis Financial Consultants, Inc., 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.

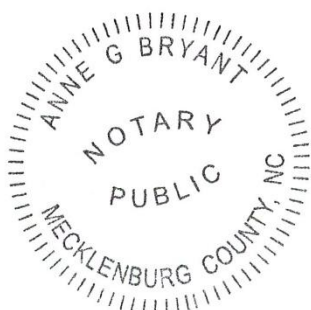
Name of Organization: Raftelis Financial Consultants, Inc.

Signed By: [Signature]

Print Name: Jon Davis

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☒ **physical presence** or ☐ **online notarization**, this 11th day of March, 2025, by Jon Davis, who is personally known to me or has produced _____ as identification.

(SEAL)



Anne G. Bryant
Notary Public - State of ~~Florida~~ North Carolina
Anne G. Bryant
(Print, Type, Stamp, or Commissioned Name of Notary Public)

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: Jon Davis, Senior Principal
(Print individual's name and title)

for: Raftelis Financial Consultants, Inc.
(Print name of entity submitting sworn statement)

at: 227 W. Trade Street, Suite 1400, Charlotte, NC 28202
(Business address)

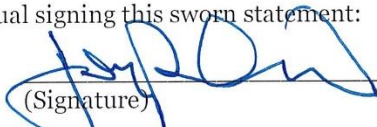
and (if applicable), its Federal Employer Identification Number (FEIN):

20-1054069
(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 predecessor or successor of a person convicted of a public entity crime or
 - 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.

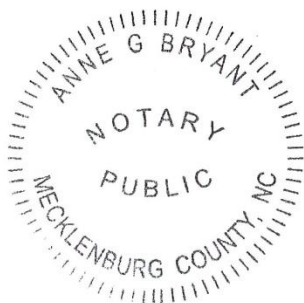
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☒ **physical presence** or ☐ **online notarization**, this 11th day of March, 2025, by Jon Davis, who is personally known to me or has produced _____ as identification.

(SEAL)



Anne G. Bryant
Notary Public – State of ~~Florida~~ North Carolina
Anne G. Bryant
(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

V072224

29

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

Agenda Report

Agenda Title Name: Unnecessary and Undue Hardship Variance No. 24058: Allowing for the encroachment of feature and quiet pools into the required side setback in the development of Windward Pass Resort [Parcel #s 07-32-16-07398-001-0170, 07-32-16-07398-001-0230, 07-32-16-18143-001-0010, 07-32-16-18143-001-0020]

Action Request: Motion to [approve/approve with conditions/deny] Variance 24058.

Strategic Objective: N/A

Date: May 13, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: Pursuant to Land Development Code Sec. 3.12.(b)(2), variance requests are heard by the City Commission when associated with development proposed under a Conditional Use Permit.

Staff analysis of the eight variance criteria can be found at the end of the staff report prepared for Resolution 2024-12.

Funding: N/A

Attachments:

1. Application
2. Site Plan
3. Narrative (Amended)

CASE #: _____

PARCEL #:

07-32-16-07398-001-0170
 07-32-16-07398-001-0230
 07-32-16-18143-001-0010
 07-32-16-18143-001-0020

SUBMITTAL DATE: 8/23/24

AMOUNT DUE: _____

PAYMENT DATE: _____

UNNECESSARY AND UNDUE HARDSHIP VARIANCE APPLICATION

The following Items are to be submitted, along with this application, **at least 30 days prior to the public hearing**:

- Two (2) copies of the property survey, completed in the last ten years, which contains the legal description, land area, and existing improvements on the site that has been signed and sealed by a surveyor licensed in the State of Florida;
- Seven (7) copies of a site plan showing the request, drawn to scale, of size between 11x17" and 36x48";
- Emailed copy of the survey and site plan to planning@stpetebeach.org.
- The Application Fee, payable to the City of St. Pete Beach (non-refundable)

OWNER/AGENT INFORMATION:

Identification	Name	Address	Phone #
Owner	Sungold LLC	3618 El Centro St, St. Pete Beach, FL 33706	Not disclosable
Applicant/ Agent	John A. Bodziak	5665 Central Ave, St. Petersburg, FL 33710	727-327-1966
Owner Email Address: Not disclosable		Applicant/Agent Email Address: jack@jabodziak.com	

PROPERTY FOR PROPOSED VARIANCE:

Zoning Designation BAYOU RESIDENTIAL (BR)	Future Land Use Designation BAYOU RESIDENTIAL (BR)	Lot Area 2.678 acres
Legal Description: See Exhibit "A" attached hereto.		
Address: 3815, 3855, 3859 & 3861 Gulf Boulevard, St Pete Beach, FL		
Explanation of Request: _____ Allow encroachment of in-grade pool areas partially within the southern side yard setback (LDC 42.7)		

Findings Necessary for Granting Request: In order for an application for a unnecessary and undue hardship variance to be approved or approved with conditions, the Board of Adjustment must make a positive finding with regard to each of the provisions below, which are also located in Division 3 of the Land Development Code. The applicant has the burden of proof demonstrating that the application for the variance complies with each of these requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

See Exhibit "B" attached hereto

2. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

See Exhibit "B" attached hereto

3. Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;

See Exhibit "B" attached hereto

4. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Comprehensive Plan or the Land Development Code, nor will it permit an increase in development density;

See Exhibit "B" attached hereto

5. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

See Exhibit "B" attached hereto

6. Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

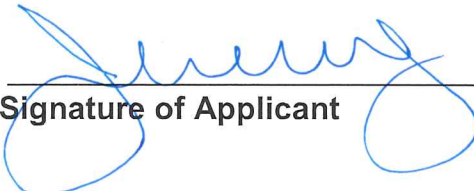
See Exhibit "B" attached hereto

7. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

See Exhibit "B" attached hereto

8. The requested variance is in harmony with the general intent and purpose of the Comprehensive Plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

See Exhibit "B" attached hereto

	8-23-2024		
Signature of Applicant	Date	Signature of Authorized Agent	Date

VARIANCE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

[Signature] I understand that the City will not accept or process an incomplete application.

[Signature] I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a variance. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a variance.

[Signature] On all variances except for administrative (de-minimis) variances, a majority vote is required. Action on this application by the BOA/City Commission may be continued to a later meeting.

[Signature] I understand that if a variance is approved by the BOA, City Commission or City Manager, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval becomes voided.

[Signature] I understand that if any application filed under the provisions of this Code is denied, no subsequent application seeking substantially the same or similar approval shall be filed within six months of the final decision on the original application.

[Signature] I understand that any person aggrieved by the final decision of the Board of Adjustment or City Commission has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Appeals of decisions made by the City Manager for administrative variances are to a hearing officer designated by the City Commission and must be made within 30 days from the date of the final administrative decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

[Signature] I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application if applicable.

After acknowledgement of these conditions, complete the application form on the following pages.

[Signature]
Signature of Applicant

8-23-2024
Date



PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, John A. Bodziak, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing for unnecessary or undue hardship variances and practical difficulty variances, or seven (7) days in advance of the final administrative decision for administrative (de-minimis) variances, and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): John A. Bodziak, AIA

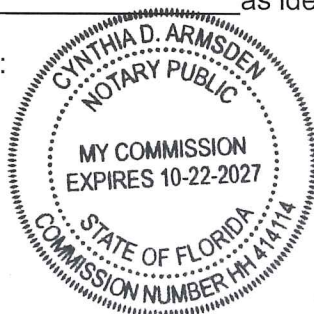
Address: 5665 Central Ave, Saint Petersburg, FL 33710

[Signature] 8-23-2024
Signature Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 23 day of August, 2024 by: John A. Bodziak who appeared before me, and is personally known to me, or has produced as identification, and did take an oath.

My commission Expires:



NOTARY:

Print Name: Cynthia D. Armsden Notary

Public, State of Florida

(Notarial Seal)

DEAR APPLICANT:

PLEASE COMPLETE THE ATTACHED AFFIDAVIT WHEN FINAL DATES HAVE BEEN DETERMINED FOR YOUR APPLICATION. PRESENT THE COMPLETED NOTARIZED AFFIDAVIT TO COMMUNITY DEVELOPMENT AND YOU WILL BE GIVEN THE SIGN(S) TO POST ON THE SUBJECT PROPERTY.

It is your responsibility to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the public hearing for unnecessary and undue hardship variances or final administrative decision for administrative variances. The sign(s) must remain in place until the requested action has been heard and decided by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board, City Manager, or withdrawn. Multiple sign postings cannot be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

You must maintain the sign(s) in good readable condition. If the said sign is destroyed, lost, or becomes unreadable, you or your representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's representative not later than 24 hours following the final decision by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board, or City Manager.

A Notary Public is available in City Hall; 155 Corey Avenue.

Exhibit A
Unnecessary Undue Hardship Variance Request
(as part of Conditional Use Permit Application)
3815, 3855, 3859 & 3861 Gulf Blvd
St. Pete Beach, FL

Legal Description

PARCEL I

Lots 17 and 18, Block A, less the westerly 10 feet of each lot for State Road Department right of way taking per Official Records Book 1864, page 161, first addition to Belle Vista Beach, according to the plat thereof, recorded in plat book 8, page 28, Public Records of Pinellas County, Florida.

PARCEL II

All of lot 19, in Block A, first addition to Belle Vista Beach, according to the plat thereof, as recorded in plat book 8, page 28, Public Records of Pinellas County, Florida, less and except that part lying within 40 feet of the centerline of Gulf Boulevard and less and except that part described.

As follows:

From the northwest corner of said lot 19, as platted, run east 10.38 feet along the North line of said lot 19, for a point of beginning; thence continue East 78.92 feet along said North line; thence run South 0°03'23" East, 60.00 feet to a point on the south line of said lot 19; thence run West 62.30 feet along said south line; thence North is 15°32'00" west, 62.27 feet along a line 40 feet easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the point of beginning.

Together with an easement for ingress and egress over and across the North 10 feet of the west 1/2 of lot 19, less the right of way for Gulf Boulevard and from the Northwest corner of said lot 19, run East 10.38 feet along the North line of said lot 19; continue thence East 78.92 feet along said North line; thence run South East, 8.50 feet to the point of beginning; thence run West 1.50 feet; thence South 0°03'23" East, 15.00 feet; thence East 1.50 feet; thence north 0,03'23" West, 15.00 feet to the point of beginning being a portion of lot 19 in block A, first addition to Belle Vista Beach, plat book 8, page 28, of the public records of Pinellas County, Florida. That part of lot 19, block a, first addition to Belle Vista Beach, according To the plat thereof recorded in plat book 8, page 28, public records of Pinellas county, Florida, less that part lying within 40 feet of the Centerline of Gulf Boulevard described as follows: From the Northwest corner of said lot 19, as platted, run East 10.38 feet Along the North line of said lot 19, for a point of beginning; continue Thence East 78.92 feet along said North line; thence run South East, 8.50 feet; thence West 1.50 feet; thence South 0°03'23" East, 15.00 Feet; thence East 1/50 feet; thence South 0°03'23" East, 36.50 feet to the Point on the South line of said lot 19; thence run West 62.30 feet along Said South line of said lot 19; thence North is15°32'00" West, 62.27 feet along a line of 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the point of beginning; Together with a 10 foot easement for access to Boca Ciega Bay over and across the South 10 feet of that part of said lot 19, lying East of the East line of the above described portion of said lot 19.

Parcel III

Lot 20, Block A, first addition to Belle Vista Beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of state road 699, section 15100 as described in order of taking recorded in Official records book 1533, page 197, as clerk's instrument no 685b, Pinellas County records.

PARCEL IV

Lot 21, block a, first addition to belle vista beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of state road 699, section 15100, as described in order of taking recorded in Official records book 1533, page 197, as clerk's instrument no. 685b, Pinellas County records.

Parcel V

Lot 22, block a, first addition to belle vista beach, according to the plat thereof as recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of state road 699, section 15100 as described in order of taking recorded in Official records book 1533, page 197, as clerk's instrument no. 685b, Pinellas County records.

Parcel VI

Lots 1 and 2, block 1, Corazza subdivision, according to the map or plat thereof as recorded in plat book 113, page 90, public records of Pinellas County, Florida.

PARCEL VII

Lot 23, block A, first addition to Belle Vista Beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part thereof lying within 40 feet of the survey Line of sr 699, section 15100, as it appears in official records book 1851, Page 582 and 583, public records of Pinellas county, Florida.

Parcel VIII

A parcel of land lying east of the east boundary line of the following Parcels and west of the adjacent seawall:

Lots 17 and 18, block a, less the westerly 10 feet of each lot for state road department right of way taking per official records book 1864, page 161, first addition to belle vista beach, according to the plat thereof, recorded in plat book 8, page 28, public records of Pinellas County, Florida;

All of lot 19, in Block A, first addition to Belle Vista Beach, according to the plat thereof, as recorded in plat book 8, page 28, public records of Pinellas County, Florida, less and except that part lying within 40 feet of the centerline of Gulf Boulevard and less and except that part described as follows:

From the northwest corner of said lot 19, as platted, run east 10.38 feet along the north line of said lot 19, for a point of beginning; thence continue east 78.92 feet along said north line; thence run south 0°03'23" East, 60.00 feet to a point on the south line of said lot 19; thence

run West 62.30 feet along said south line; thence north 15°32'00" west, 62.27 feet along a line 40 feet easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the point of Beginning; from the Northwest corner of said lot 19, run East 10.38 feet along the North line of said lot 19; continue thence east 78.92 feet along said North line; thence run South 0°03'23" east, 8.50 feet to the point of beginning; thence run West 1.50 feet; thence South 0°03'23" East, 15.00 feet; thence East 1.50 feet; thence north 0,03'23" West, 15.00 feet to the point of beginning being a portion of lot 19 in Block A, first addition to Belle Vista Beach, plat book 8, page , of the Public Records of Pinellas County, Florida. That part of lot 19, Block A, first addition to Belle Vista Beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part lying within 40 feet of the Centerline of Gulf Boulevard described as follows:

From the Northwest corner of said lot 19, as platted, run east 10.38 feet title commitment notes along the North line of said lot 19, for a point of beginning; continue thence East 78.92 feet along said North line; thence run South 0°03'23" East, 8.50 feet; thence west 1.50 feet; thence South 0°03'23" East, 15.00 feet; thence East 1/50 feet; thence South 0°03'23" East, 36.50 feet to the point on the South line of said lot 19; thence run West 62.30 feet along said South line of said lot 19; thence North 15,32'00" West, 62.27 feet along a line of 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the point of beginning; Together with a 10 foot easement for access to Boca Ciega Bay over and across the South 10 feet of that part of said lot 19, lying East of the East line of the above described portion of said lot 19; Lot 10, Block A, first addition to Belle Vista Beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of state road 699, section 15100 as described in order of taking recorded in official records book 1533, page 197, as clerk's instrument no 685b, Pinellas County records; lot 21, Block A, first addition to Belle Vista Beach, according to the plat thereof recorded in plat book 8, page , public records of Pinellas County, Florida, less that part lying within 40 feet of the Survey Line of State Road 699, section 15100, as described in order of taking recorded in official records book 1533, page 197, as clerk's instrument no. 685b, Pinellas County Records; lot 22, block a, first addition to belle vista beach, according to the plat thereof as recorded in plat book 8, page , public records of Pinellas county, Florida, less that part lying within 40 feet of the survey line of state road 699, section 15100 as described in order of taking recorded in official records book 1533, page 197, as clerk's instrument no. 685b, Pinellas county records; lot 23, block a, first addition to belle vista beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas county, Florida, less that part thereof lying within 40 feet of the survey line of State Road 699, section 15100, as it appears in official records book 1851, page 582 and 583, public records of Pinellas county, Florida.

containing 2.639 acres, more or less.

EXHIBIT B
Unnecessary Undue Hardship Variance Request
(as part of Conditional Use Permit Application)
3815, 3855, 3859 & 3861 Gulf Blvd
St. Pete Beach, FL

Exhibit "B"
Unnecessary Undue Hardship Variance Application

- 1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

Response:

The project 2.67 Acre Property is one of the last and largest remaining Underdeveloped Intracoastal Frontage Sites on the east side of Gulf Blvd., and has approximately 623 front feet on Gulf Blvd., with approximately 665 front feet on McPherson Bayou.

The site was put together from an assembly of smaller parcels that occurred over twenty (20) years ago and unfortunately is a very unusually shaped site in width to length. Most sites on St. Pete Beach are at least a proportion of two (2) to three (3) greater depth to road or water frontage width or 50% to 33% width to depth creating workable rear yards and better site proportions. This site although an average width of 644 feet is only 129.5' deep at its shallow point and an average of only 211.5' feet overall. With the significant lot length and shallow depth this creates a very limited buildable area, and proportionally creates a significant penalty for having significantly unusual proportions.

- 2) The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

Response:

The unusual proportions of the site predate the Bayou Residential Code Revisions that did not, in our opinion, take a disproportionate site into account. The owner of the site did not take any action that created this imbalance in setbacks imposed by the updated zoning.

- 3) Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;

Response:

Literal interpretation of the land development code does not take into account the highly unusual shape of the Site. The unusual width to depth ratio imposes a larger percentage significantly disproportionate area of the site into side yard setbacks. If for example the site were similarly proportionate to other sites, and of a square or rectangular shape, in this zoning the calculated 10% sideyard setback would be approximately 34 lineal feet (68 lineal feet total) instead of the 65 lineal feet (130 lineal feet total) imposed by the site geometry, and would also result in a significantly lesser area of side setback. This setback standard does not look at site shapes or proportions and unduly penalizes shallow sites of greater width.

- 4) The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Comprehensive Plan or the Land Development Code, nor will it permit an increase in development density;

Response:

Hardship has not been deliberately or knowingly created and commercial regulations for the Boutique Hotel Zone does not specifically address pools as a non-allowable use. We have removed the Tiki Structure from the side yard Setback and the pool is now shown flush with the surrounding grade and by FBC and St. Pete Beach definition not a "Structure".

- 5) An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

Response:

Applicant is merely attempting to obtain reasonable use of the property within proper application procedures as has been recently granted comparable St Pete Beach properties.

- 6) Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

Response:

There are no similar properties in size located in this Zoning District.

- 7) The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

Response:

The requested variance is the minimum variance allowing reasonable use of this exceptionally unusually shaped property that has proportions not common to any other similarly shaped site within the City.

- 8) The requested variance is in harmony with the general intent and purpose of the Comprehensive Plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

Response:

The requested variance is in harmony and general intent and purpose of the comprehensive Plan and Land Development Code and is not only in not injurious to the neighborhood but does not in fact create significant open view corridors and Public Access that Sites of a more typically found proportion do not generate. This requested compromise allows us to share not deny better Public enjoyment, view and access to the Waterfront on a long term basis.

[illegible]

ISSUE TITLE

PROJECT ADDRESS

WINDWARD PASS
RESORT
3815, 3855, 3859 & 3861 Gulf Blvd

SHEET TITLE

PROJECT
022-032

SCALE
1" = 30'-0"

DRAWN BY
II

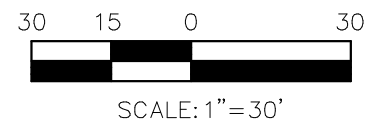
DATE
08/23/24

ORIGINAL SHEET
SIZE : 24" X 36"

SHEET NUMBER

A1-100

© BODZIAK/HAYES ARCHITECTS, PLLC



1 **LEVEL 1 SITE PLAN**
1" = 30'-0"

Exhibit A
Unnecessary Undue Hardship Variance Request
(as part of Conditional Use Permit Application)
3815, 3855, 3859 & 3861 Gulf Blvd
St. Pete Beach, FL

Legal Description

PARCEL I

Lots 17 and 18, Block A, less the westerly 10 feet of each lot for State Road Department right of way taking per Official Records Book 1864, page 161, first addition to Belle Vista Beach, according to the plat thereof, recorded in plat book 8, page 28, Public Records of Pinellas County, Florida.

PARCEL II

All of lot 19, in Block A, first addition to Belle Vista Beach, according to the plat thereof, as recorded in plat book 8, page 28, Public Records of Pinellas County, Florida, less and except that part lying within 40 feet of the centerline of Gulf Boulevard and less and except that part described.

As follows:

From the northwest corner of said lot 19, as platted, run east 10.38 feet along the North line of said lot 19, for a point of beginning; thence continue East 78.92 feet along said North line; thence run South 0°03'23" East, 60.00 feet to a point on the south line of said lot 19; thence run West 62.30 feet along said south line; thence North is 15°32'00" west, 62.27 feet along a line 40 feet easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the point of beginning.

Together with an easement for ingress and egress over and across the North 10 feet of the west 1/2 of lot 19, less the right of way for Gulf Boulevard and from the Northwest corner of said lot 19, run East 10.38 feet along the North line of said lot 19; continue thence East 78.92 feet along said North line; thence run South East, 8.50 feet to the point of beginning; thence run West 1.50 feet; thence South 0°03'23" East, 15.00 feet; thence East 1.50 feet; thence north 0,03'23" West, 15.00 feet to the point of beginning being a portion of lot 19 in block A, first addition to Belle Vista Beach, plat book 8, page 28, of the public records of Pinellas County, Florida. That part of lot 19, block a, first addition to Belle Vista Beach, according To the plat thereof recorded in plat book 8, page 28, public records of Pinellas county, Florida, less that part lying within 40 feet of the Centerline of Gulf Boulevard described as follows:

From the Northwest corner of said lot 19, as platted, run East 10.38 feet Along the North line of said lot 19, for a point of beginning; continue Thence East 78.92 feet along said North line; thence run South East, 8.50 feet; thence West 1.50 feet; thence South 0°03'23" East, 15.00 Feet; thence East 1/50 feet; thence South 0°03'23" East, 36.50 feet to the Point on the South line of said lot 19; thence run West 62.30 feet along Said South line of said lot 19; thence North is 15°32'00" West, 62.27 feet along a line of 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the point of beginning; Together with a 10 foot easement for access to Boca Ciega Bay over and across the South 10 feet of that part of said lot 19, lying East of the East line of the above described portion of said lot 19.

Parcel III

Lot 20, Block A, first addition to Belle Vista Beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of state road 699, section 15100 as described in order of taking recorded in Official records book 1533, page 197, as clerk's instrument no 685b, Pinellas County records.

PARCEL IV

Lot 21, block a, first addition to belle vista beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of state road 699, section 15100, as described in order of taking recorded in Official records book 1533, page 197, as clerk's instrument no. 685b, Pinellas County records.

Parcel V

Lot 22, block a, first addition to belle vista beach, according to the plat thereof as recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of state road 699, section 15100 as described in order of taking recorded in Official records book 1533, page 197, as clerk's instrument no. 685b, Pinellas County records.

Parcel VI

Lots 1 and 2, block 1, Corazza subdivision, according to the map or plat thereof as recorded in plat book 113, page 90, public records of Pinellas County, Florida.

PARCEL VII

Lot 23, block A, first addition to Belle Vista Beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part thereof lying within 40 feet of the survey Line of sr 699, section 15100, as it appears in official records book 1851, Page 582 and 583, public records of Pinellas county, Florida.

Parcel VIII

A parcel of land lying east of the east boundary line of the following Parcels and west of the adjacent seawall:

Lots 17 and 18, block a, less the westerly 10 feet of each lot for state road department right of way taking per official records book 1864, page 161, first addition to belle vista beach, according to the plat thereof, recorded in plat book 8, page 28, public records of Pinellas County, Florida;

All of lot 19, in Block A, first addition to Belle Vista Beach, according to the plat thereof, as recorded in plat book 8, page 28, public records of Pinellas County, Florida, less and except that part lying within 40 feet of the centerline of Gulf Boulevard and less and except that part described as follows:

From the northwest corner of said lot 19, as platted, run east 10.38 feet along the north line of said lot 19, for a point of beginning; thence continue east 78.92 feet along said north line; thence run south 0°03'23" East, 60.00 feet to a point on the south line of said lot 19; thence run West 62.30 feet along said south line; thence north 15°32'00" west, 62.27 feet along a line 40 feet easterly of measured at right angles and parallel to the said centerline of Gulf

Boulevard to the point of Beginning; from the Northwest corner of said lot 19, run East 10.38 feet along the North line of said lot 19; continue thence east 78.92 feet along said North line; thence run South 0°03'23" east, 8.50 feet to the point of beginning; thence run West 1.50 feet; thence South 0°03'23" East, 15.00 feet; thence East 1.50 feet; thence north 0,03'23" West, 15.00 feet to the point of beginning being a portion of lot 19 in Block A, first addition to Belle Vista Beach, plat book 8, page , of the Public Records of Pinellas County, Florida. That part of lot 19, Block A, first addition to Belle Vista Beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part lying within 40 feet of the Centerline of Gulf Boulevard described as follows:

From the Northwest corner of said lot 19, as platted, run east 10.38 feet title commitment notes along the North line of said lot 19, for a point of beginning; continue thence East 78.92 feet along said North line; thence run South 0°03'23"East, 8.50 feet; thence west 1.50 feet; thence South 0°03'23" East, 15.00 feet; thence East 1/50 feet; thence South 0°03'23" East, 36.50 feet to the point on the South line of said lot 19; thence run West 62.30 feet along said South line of said lot 19; thence North 15,32'00" West, 62.27 feet along a line of 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the point of beginning; Together with a 10 foot easement for access to Boca Ciega Bay over and across the South 10 feet of that part of said lot 19, lying East of the East line of the above described portion of said lot 19; Lot 10, Block A, first addition to Belle Vista Beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of state road 699, section 15100 as described in order of taking recorded in official records book 1533, page 197, as clerk's instrument no 685b, Pinellas County records; lot 21, Block A, first addition to Belle Vista Beach, according to the plat thereof recorded in plat book 8, page , public records of Pinellas County, Florida, less that part lying within 40 feet of the Survey Line of State Road 699, section 15100, as described in order of taking recorded in official records book 1533, page 197, as clerk's instrument no. 685b, Pinellas County Records; lot 22, block a, first addition to belle vista beach, according to the plat thereof as recorded in plat book 8, page , public records of Pinellas county, Florida, less that part lying within 40 feet of the survey line of state road 699, section 15100 as described in order of taking recorded in official records book 1533, page 197, as clerk's instrument no. 685b, Pinellas county records; lot 23, block a, first addition to belle vista beach, according to the plat thereof recorded in plat book 8, page 28, public records of Pinellas county, Florida, less that part thereof lying within 40 feet of the survey line of State Road 699, section 15100, as it appears in official records book 1851, page 582 and 583, public records of Pinellas county, Florida.

containing 2.639 acres, more or less.

EXHIBIT B
Unnecessary Undue Hardship Variance Request
(as part of Conditional Use Permit Application)
3815, 3855, 3859 & 3861 Gulf Blvd
St. Pete Beach, FL

Exhibit “B”
Unnecessary Undue Hardship Variance Application

- 1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

Response:

The project 2.67 Acre Property is one of the last and largest remaining Underdeveloped Intracoastal Frontage Sites on the east side of Gulf Blvd., and has approximately 623 front feet on Gulf Blvd., with approximately 665 front feet on McPherson Bayou.

The site was put together from an assembly of smaller parcels that occurred over twenty (20) years ago and unfortunately is a very unusually shaped site in width to length. Most sites on St. Pete Beach are at least a proportion of two (2) to three (3) greater depth to road or water frontage width or 50% to 33% width to depth creating workable rear yards and better site proportions. This site although an average width of 644 feet is only 129.5’ deep at its shallow point and an average of only 211.5’ feet overall. With the significant lot length and shallow depth this creates a very limited buildable area, and proportionally creates a significant penalty for having significantly unusual proportions. The site depth in the buildable area is almost half of the sideyard depth, leaving us with the deepest property within the side setback and very little depth in the buildable area. This is an exceptional hardship.

- 2) The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

Response:

The unusual proportions of the site predate the Bayou Residential Code Revisions that did not, in our opinion, take a disproportionate site into account. The owner of the site did not take any action that created this imbalance in setbacks imposed by the updated zoning.

- 3) Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;

Response:

Literal interpretation of the land development code does not take into account the highly unusual shape of the Site. The unusual width to depth ratio imposes a larger percentage significantly disproportionate area of the site into side yard setbacks. If for example the site were similarly proportionate to other sites, and of a square or rectangular shape, in this zoning the calculated 10% sideyard setback would be approximately 34 lineal feet (68 lineal feet total) instead of the 65 lineal feet (130 lineal feet total) imposed by the site geometry, and would also result in a significantly lesser area of side setback. This setback standard

does not look at site shapes or proportions and unduly penalizes shallow sites of greater width.

- 4) The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Comprehensive Plan or the Land Development Code, nor will it permit an increase in development density;

Response:

Hardship has not been deliberately or knowingly created and commercial regulations for the Boutique Hotel Zone does not specifically address pools as a non-allowable use. We have removed the Tiki Structure from the side yard Setback and the pool is now shown flush with the surrounding grade and by FBC and St. Pete Beach definition not a "Structure".

- 5) An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

Response:

Applicant is merely attempting to obtain reasonable use of the property within proper application procedures as has been recently granted comparable St Pete Beach properties.

- 6) Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

Response:

There are no similar properties in size located in this Zoning District.

- 7) The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

Response:

The requested variance is the minimum variance allowing reasonable use of this exceptionally unusually shaped property that has proportions not common to any other similarly shaped site within the City.

As a hotel property positioned on the intercoastal, as opposed to beach front, the provision of additional amenities such as the feature pool is seen as crucial to attracting clientele. Incidentally, this same line of thinking has applied to the incorporation of the putt-putt golf course. These amenities have been designed to serve families that are seeking to diversify their activities when enjoying their vacations while visiting the St Pete Beach.

Additionally, it shall be noted that having more than one pool is not uncommon within the Saint Pete Beach community as many other hotels, including the Don Cesar and others, have multiple pools for patrons to enjoy. Modern hotels are often making it a priority to provide amenities that cater differently to family users that enjoy active pool components, such as waterslides and lazy river features, and adult users who prefer more serene pools that incorporate seating areas and submerged bars and sun shelves.

- 8) The requested variance is in harmony with the general intent and purpose of the Comprehensive Plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the

neighborhood, and will not substantially diminish or impair property values within the neighborhood.

Response:

The requested variance is in harmony and general intent and purpose of the comprehensive Plan and Land Development Code and is not only in not injurious to the neighborhood but does not in fact create significant open view corridors and Public Access that Sites of a more typically found proportion do not generate. This requested compromise allows us to share not deny better Public enjoyment, view and access to the Waterfront on a long term basis.

As a measure of noise dampening, a substantial landscape buffer composed of dense palms and trees has been incorporated into the design on the south property line. This measure, in conjunction with limiting the feature pool operation to closure at dusk, shall mitigate sound transmission to the neighboring residential property to the south.

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

Agenda Report

Agenda Title Name: Consideration of Resolution 2024-12 (Conditional Use Permit #23085) to allow for the development of Windward Pass Resort [Parcel #s 07-32-16-18143-001-0010, 07-32-16-18143-001-0020, 07-32-16-07398-001-0170, & 07-32-16-07398-001-0230]

Action Request: Motion to recommend [approval/approval with conditions/denial] of Resolution 2024-12 to the City Commission.

Strategic Objective: N/A

Date: May 13, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: **Conditional Use Permit #23085 (Resolution 2024-12)**

Construct a 104-unit, six-story condo hotel that will increase total site density to 38.8 lodging units per acre and extend to 50 feet above base flood elevation with non-habitable overrun not to exceed 60 feet above base flood elevation. This project will include as site amenities an outdoor mini golf course, quiet and feature pools, and a 12-slip "Class A" lodging dock with rental of water sports equipment (paddle boards and peddle boats), include as hotel building amenities ground-floor and sixth-floor outdoor bars and seating areas, indoor ballroom, fitness center and restaurant, and include in a separate building a game room and three-floor garage with second- and third-floor seating areas, pursuant to Land Development Code Sec. 39.6.(p), 42.4.(b), (d), (g), & (h).

Unnecessary & Undue Hardship Variance #24058

Request to construct quiet and feature pools that encroach to 31'-6" from the southern side property line where a 65'-0" side setback is required (LDC Sec. 42.7.).

Funding: N/A

Attachments:

1. Resolution 2024-12
2. Staff Report
3. CUP #23085 Application
4. Property Survey
5. Conditional Use Permit Architectural Plans
6. Conditional Use Permit Civil Plans
7. Simplified Site Plan
8. Conditional Use Permit Renderings
9. Comment Response Letter
10. Approved Conceptual Civil Plans - Fire
11. Public Comments Received as of 12/9/24
12. Sample Projects of Applicant as Architect/Developer
13. River's Edge Apt Community - Brochure (Applicant as Developer Example)

RESOLUTION 2024-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING A CONDITIONAL USE PERMIT, PURSUANT TO SECTIONS 39.6.(p), AND 42.4(b), (d), (g), & (h) OF THE LAND DEVELOPMENT CODE, TO ALLOW FOR THE DEVELOPMENT OF A 104 UNIT CONDO HOTEL, (38.8 UNITS PER ACRE), WITHIN A NEW SIX-STORY LODGING STRUCTURE THAT WILL EXTEND TO 50 FEET ABOVE BASE FLOOD ELEVATION WITH NON-HABITABLE OVERRUN NOT TO EXCEED 60 FEET ABOVE BASE FLOOD ELEVATION, AND INCLUDE AS SITE AMENITIES OUTDOOR MINI-GOLF, QUIET AND FEATURE POOLS, AND 12-SLIP CLASS A LODGING DOCK, INCLUDE AS HOTEL BUILDING AMENITIES GROUND-FLOOR AND OUTDOOR SIXTH-FLOOR BARS AND SEATING AREAS, INDOOR BALLROOM AND RESTAURANT, AND INCLUDE IN A SEPARATE BUILDING AN ARCADE AND THREE-LEVEL GARAGE WITH SECOND AND THIRD-FLOOR OUTDOOR SEATING AREAS, TO PROPERTY WITH PARCEL NUMBERS OF 07-32-16-18143-001-0010, 07-32-16-18143-001-0020, 07-32-16-07398-001-0170, & 07-32-16-07398-001-0230; INCORPORATING THE CONDITIONS OUTLINED HEREIN; AND PROVIDING FOR CORRECTION OF SCRIVENER’S ERROR AND AN EFFECTIVE DATE.

WHEREAS, Section 4.7 of the City of St. Pete Beach’s Land Development Code (LDC) requires the City Commission to adopt conditional use permits by resolution.

WHEREAS, Section 39.6.(p) requires any new project in the Community Redevelopment District proposed to be developed or redeveloped at a density greater than 30 units per acre or 50 feet in height to obtain a conditional use permit with Planning Board review.

WHEREAS, John A. Bodziak, Architect, AIA, is the agent for this request.

WHEREAS, Beth A Morean of SUNGOLD LLC is the owner for this project.

WHEREAS, “applicant” or “owner” as used herein shall include successors, assigns, and legal representatives.

WHEREAS, on September 8, 2023, the applicant held a noticed community meeting for this request at the St. Pete Beach Recreation Center Ballroom that met the community meeting requirements of LDC Section 39.17.

WHEREAS, on February 16 and August 7, 2024, Staff held Technical Review Committee meetings to discuss the initial submittal of the project and resubmitted significant revisions to the plans, respectively.

WHEREAS, on November 6, 2024, Staff issued a letter of completeness for the subject conditional use permit submittal and accompanying variance application.

WHEREAS, on December 16, 2024, the Planning Board held a public hearing and recommended denial of the subject request to the City Commission at a vote of 5 to 0.

WHEREAS, the City Commission has the authority to approve none, some, or all of the requested conditional uses.

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 approves the requested conditional use permit application number #23085 submitted by John A. Bodziak, Architect, AIA for Beth Morean of SUNGOLD LLC, incorporated herein by reference, and with the list of conditions enumerated in Exhibit “A” incorporated herein.

SECTION 3. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

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

EXHIBIT “A”**Conditions*****Density Contingency Conditions***

- 1) Approval of the temporary lodging unit count of the subject development requested herein is contingent upon the passage of companion Ordinance 2024-08. Should Ordinance 2024-08 be reduced in unit count, the applicant shall be required to reduce the number of temporary lodging units contained within the lodging building to be consistent with the units awarded. Should Ordinance 2024-08 be denied, this Resolution shall be considered null and void.
- 2) Should companion Ordinance 2024-08 be approved by the City Commission, all lodging units awarded to the subject property shall be divested to the density pool should the applicant fail to obtain a building permit within one year of the non-appealable passage of Ordinance 2024-08 or Resolution 2024-12, whichever occurs later.

Outdoor Music Operation Conditions

- 3) All outdoor speakers, amplifiers, and other equipment utilized in the first- and sixth-floor outdoor bar areas, and any other area of the site where outdoor music is established, shall be permanent and no portable amplification equipment shall be used.
- 4) The use of all outdoor music amplification equipment and outdoor playing of live music shall cease between the hours of 10 PM and 7:30 AM.
- 5) Prior to operation of any outdoor area where amplification equipment is utilized, the applicant shall permit up to two noise tests if deemed necessary by the City Manager to ensure that the intent of Land Development Code Section 39.5.(a) is met. The tests shall involve City Staff measuring the sound level increase above ambient, if any, from the side property line abutting 3813 Gulf Boulevard, from residential property or the right-of-way as requested to the east of the property in Belle Vista, and from the property frontage along Gulf Boulevard, while music is being played through amplification equipment. The applicant shall install decibel limiting software or hardware such that a sound reading with rooftop music playing does not exceed three decibels above a preceding or following ambient reading with the music turned off, nor adopted decibel standards in the Code of Ordinances, at the aforementioned locations. Access to the software or hardware shall be limited to a designated manager or other positions whose direct contact information shall be made available and maintained with City Code Enforcement staff. The designated employee(s) shall be on duty at all times music is being played from outdoor amplification equipment. In cases where sound pressure changes or other events make it such that sound can be heard from amplification equipment at any of the location specified above, following a substantiated complaint to the Sheriff’s Office or Code Enforcement, or where new outdoor music areas are established, the operator shall make reasonable accommodations to allow for sound tests to be performed and the decibel level set to be reevaluated.

Resort Development: Public Benefit Requirements

- 6) Prior to issuance of a site plan for the subject project, the applicant shall provide the following:

- a. Modification of the site plan to provide for a dedicated rideshare or circulator drop-off area.
- b. Modification of the frontage sidewalk on the site plan to reflect at least an eight-foot width.
- c. Modification of the pedestrian access approach from the sidewalk on the sidewalk to provide direct and protected access for guests to the primary entrance of the elevated lobby level.
- d. Relocation of delivery vehicle spaces to the service elevator area, or modification of the loading space area to provide the ability for delivery vehicles to back up on the site without entering the sidewalk or Gulf Boulevard roadway with the maneuver, as viable.
- e. Expansion of the landscaping buffer along the game room building frontage to provide at least eight feet or depth to the buffer with appropriate canopy or understory trees placed at least every thirty feet, and modification of the impacted parking area to meet code requirements.
- f. Preliminary identification of the two green building standards to be pursued subject to LDC Sec. 39.9., including identification of any exterior site improvements necessary to achieve such certification.
- g. If necessary, a draft pedestrian access sidewalk easement, prepared to the satisfaction of the Florida Department of Transportation (FDOT) and the City of St. Pete Beach. The easement shall be of sufficient size to allow the sidewalk along the property frontage to expand to at least eight feet in walkable width as specified in Condition 7)a., except where approved driveway connection(s) cross the property line.
- h. A draft covenant or other legal instrument deemed appropriate by the City Attorney providing for maintenance responsibilities of landscaping and common area elements deemed to be public benefits of the project, including but not limited to the pedestrian promenade, frontage sidewalk, landscaping, pedestrian amenities, and lighting elements, to ensure that condominium conversion does not release any maintenance responsibilities of private elements to the City or other public entities, and to ensure that the promenade continues to function as a publicly-accessible benefit.
- i. Preparation of a Declaration of Unified Site Plan Covenants or alternative document determined by the City Attorney to be sufficient to declare that the entire property is regarded as, and declared to be unified under one indivisible building site, also known as a zoning lot for the purposes of development as defined in Division 2, Section 2.1 of the Land Development Code of the City of St. Pete Beach; and (ii) constitutes a single zoning lot for the purposed of development.
- j. Preparation of a unified sign plan for the site, including reference to signs at the promenade entrances from Gulf Boulevard demonstrating the promenade as a publicly-accessible feature.
- k. Identification on the site plan of easements necessary to accommodate aerial utility

undergrounding and placement of associated above-ground elements at the property frontage, including installation of sufficient landscaping to provide adequate screening of said elements pursuant to requirements of Land Development Code Divisions 22 and 39, following consultation with the City Manager or designee.

- l. A draft easement document, prepared to the satisfaction of the City Attorney, to execute the utility undergrounding referenced in 6)k. preceding.
 - m. A plan for the storage of unsecured outside furniture, equipment and vessels, including but not limited to tables, chairs, and water sports equipment, at time of issuance of a tropical storm or hurricane watch.
- 7) Prior to Certificate of Occupancy for the subject lodging tower, the applicant shall provide the following:
- a. Construction of a sidewalk of at least eight feet of walkable width if curblane landscaping shown on the site plan is installed, or ten feet if the curblane landscaping is not installed, across the front of the property and adjacent right-of-way as demonstrated on the conceptual site plan.
 - b. Transference of a pedestrian access easement to the FDOT, as requested. for any portion of the sidewalk referenced in Condition 7)b.. that extends onto the subject property.
 - c. Installation of frontage landscaping of at least eight feet in depth across the front of the site, except where approved accessory elements of the mini golf course and pedestrian walkway and seating areas are already demonstrated, subject to the requirement of condition 6)e. above.
 - d. Installation of all landscaping, irrigation, and other requirements of LDC Division 22 and 39, including installation of plant material as depicted in the conceptual site plan set as may be amended.
 - e. Final certification from the reviewing agencies for achievement of the two green building standards selected from LDC Sec. 39.9., unless it can be demonstrated that such certification is guaranteed to be met contingent upon final administrative review of the project by outside agencies, and that all such improvements necessary for such certification have been completed.
 - f. Implementation of the pedestrian promenade and frontage pedestrian amenity areas in generally the same location, and with the same general width to the pathways, as reflected on the conceptual plan.
 - g. Execution and recording of the legal documents and easements listed in Condition 6, above, following acceptance by the City, with timing of execution and recording to be determined in consultation with the City Manager or designee at time of site plan review.
- 8) The applicant shall provide to the City a proportionate cost, not to exceed \$30,000 of future planning study/documents for the fire department to ensure a continued appropriate

emergency services level for the residents and visitors of St. Pete Beach. This payment shall be collected when the study is approved to commence.

The first such study/document, anticipated to be completed during 2025, will be a Comprehensive Master Plan.

A Master Plan is an organizational planning document that draws from public engagement as well as a thorough assessment of the operational environment to frame resource allocation decisions. Organizations of all types utilize these documents to proactively guide decision-makers and to develop effective strategies to address challenges related to sustainability, funding, and resource allocation. This document will include specific areas such as service demand trends that will analyze items such as concurrency.

Resort Development: Operational and Design Requirements

- 9) To ensure that the accessory uses of the site function as permitted under the Land Development Code, the operation of any accessory amenity of the development, including but not limited to the mini-golf course, pools, game room or seating area, or Class A docks, shall be permitted and licensed only after the issuance of a Certificate of Occupancy for the primary lodging building.
- 10) The pedestrian promenade, as shown through the conceptual architectural plan, shall be considered a minimum passive amenity of project approval and be maintained as publicly-accessible by the owner for the life of the development. If modified or limited, the promenade shall continue to provide public access for walking, seating and viewing along the property's waterfront in the same general location and with the same walkway width as shown on the concept plan, and direct access from the property frontage to the waterfront promenade shall be maintained. All modifications to the promenade location or width shall be reviewed through site plan permitting, and returned to the City Commission at the discretion of the City Manager or designee.
- 11) There shall be no night swimming or night operations of the feature pool amenities without amendment of this Conditional Use Permit. The feature pool and associated water slide amenities shall not operate or be occupied by guests between 30 minutes following sunset and sunrise of the following day.
- 12) Any significant alteration to the exterior color, façade material, massing, or window or feature placement, at the discretion of the City Manager, may require this request to be returned to the City Commission for reconsideration. These criteria shall be in addition to those listed in Land Development Code Section 4.10.
- 13) All deliveries shall take place on site, with no deliveries to the lodging development or other buildings occurring from the center lane of Gulf Boulevard.
- 14) The Class A dock slips shall be permitted mooring of paddle boards, peddle boats, and other non-motorized water sports equipment for commercial rental purposes, except that slips may be reserved for the mooring of visiting customer vessels. Any introduction of motorized watersports equipment, including but not limited to jet skis, operation of motorized amenities from the dock such as charters, or function of the slips for long-term

storage of vessels, shall require amendment of this Conditional Use Permit.

- 15) The applicant shall prepare renderings that preserve the same isometric orientation as those submitted for the conditional use permit for review at the relevant building permit stage, which shall be made a requirement of permit issuance for the corresponding stage(s). These renderings shall be substantially similar to the renderings submitted and reviewed by the City Commission at the approval hearing, and shall reference any changes in building massing, scale, ornamentation, planar offsets, façade materials or colors, changes in total window or architectural decoration percentages, or landscaping, between the renderings submitted for the CUP and those submitted for the building permit. Any significant deviations between the CUP and building permit renderings, as determined by the City Manager, shall require the plans to be returned to the City Commission.
- 16) At time of permitting, the applicant shall supply the city and county emergency managers with a Hurricane Closure and Evacuation Plan that adequately details how the lodging use will evacuate guests prior to evacuation notice for Zone A residents. This plan may be negotiated if needed to achieve the intent of the city's Comprehensive Plan and Sec. 5.2.2. of the Forward Pinellas Countywide Rules. Within 90 days of certificate of occupancy, or prior to the first day of hurricane season if the new lodging development is proposed to open within 90 days of hurricane season, the applicant shall record a legally-enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center.
- 17) In instances where the applicant requires off-site improvements that involve the placement of new utility structures, the applicant shall be responsible for installation and maintenance of the structures' landscaping screening in compliance with Land Development Code requirements.

Resort Development: Landscaping Requirements

- 18) The quality, density, and amount of landscaping shown in the conceptual site plan shall be the minimum installed. At least 50 percent of the trees installed on the site shall be Florida friendly as defined by the UF Florida-Friendly Landscaping Program, or other organization catalog of similar authority, and no Class II invasive plantings shall be permitted. All existing invasive vegetation on the site shall be removed prior to certificate of occupancy. Unless it would cause conflicts with existing utilities or other critical public infrastructure, any tree installed within the front buffer shall be a minimum of twelve feet in height and three inches in caliper measured 4.5 feet above the ground at time of planting. Front buffer plantings that produce substantial shade shall be preferred where viable, particularly around the pedestrian amenity areas.
- 19) The applicant shall establish and maintain connection to the public reclaimed water system for landscaping irrigation, and such usage shall be metered. The irrigation system shall include pressure-regulated systems and there shall be monitoring devices installed to address leaks from lines and equipment.
- 20) The applicant shall demonstrate compliance with the relevant requirements of LDC Sec. 39.10., 39.11., 39.12., 39.13., and 39.14., which relate to site design and improvements, at time of site plan issuance. The applicant shall demonstrate compliance with relevant

requirements of LDC Sec. 39.7. and 39.8., which relate to building design, at time of building permit issuance. The development shall also comply with relevant provisions of LDC Sec. 39.5. and 39.6., pertaining to lodging operation standards and general operational and aesthetic requirements, at relevant parts of the permitting and operations process. These standards are in addition to other standards imposed within the property's zoning district, parking requirements, and other requirements of the LDC and Comprehensive Plan.

- 21) Along the portion of the side property line that abuts the feature pool, the applicant shall install and maintain a screen of at least six feet in height comprised of at least one of the following: a) sound-attenuating fencing; b) hedges like viburnum or similar, or; c) other sound-reducing materials that can be demonstrated through product specifications or studies to reduce pass-through sound levels by at least 15 decibels and that complement the proposed landscaping design.

Resort Development: Site Improvement Requirements

- 22) The applicant shall install and be responsible for the provision and emptying of trash cans along the pedestrian promenade. At least one trash can shall be installed every 150 feet.
- 23) All pedestrian pathways, surface parking spaces, and other paved non-structural surfaces shall be installed with permeable pavers, concrete or asphalt, turf block with interspersed vegetation, or similar except where accessibility or building or fire code requirements require impermeable surfaces. These areas shall be maintained so the surface continues to provide permeability, and the city may request periodic maintenance updates from the applicant if necessary to ensure the intent of this condition prevails.
- 24) The applicant shall provide payment to the City or FDOT for the cost of the short- and mid-term solutions identified in the Gulf Boulevard Safety Study, as adopted through Resolution 2024-05 or subsequently amended, that are in the right-of-way in front of their development's street frontage. Payment shall be based upon any improvement that is not provided by the applicant during the development process. This fee shall be independent from and unaffected by any multimodal impact fee adjustment that may be referenced in Chapter 150 of the Pinellas County Code of Ordinances or FL Stat. 163.3180.
- 25) The applicant is responsible for the actual and documented cost of any off-site improvements necessary to accommodate their increased sewer flows, as determined by the City manager or designee. No building permit associated with this request may be issued until such improvements have been identified and corresponding payments or improvements have been provided. The applicant shall be responsible for the cost of the upgrade(s) required, which the City shall perform.
- 26) The positive finding of the applicant's demonstrated ability to financially and technically complete the improvements and mitigation necessitated by the development is exclusive within the scope of this approval and is not transferrable by right to another applicant except by authorization of the City Commission. Should the property sell during the scope of development requested herein, or change developers, the City Commission retains the right to request reevaluation via public hearing of the new applicant's capacity to complete proposed improvements pursuant to LDC Sec. 4.4.(a)(6).

Resort Development: Energy and Environmental Requirements

- 27) All roof areas not otherwise utilized as customer spaces shall be planted with green roofs, utilize cool roof materials, or be undertaken with similar improvements that reduce energy demand and/or reduce the heat island effect.
- 28) The frontage fountain and any other accessory water feature shall utilize rain and leak sensors to mitigate water loss.

General Conditions

- 29) Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit as it pertains to the request under which the condition is classified.
- 30) The City Commission may review the Conditional Use Permit periodically to determine whether the order is in compliance with the terms and conditions herein.



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

CASE NOS.: 23085 & 24058 **MEETING DATE:** December 16, 2024
OWNER/APPLICANTS: John A. Bodziak, Architect, AIA for Beth A Morean of SUNGOLD LLC
PREPARED BY: Brandon Berry, Planner

Modifications made to this staff report since the December 2024 report presented to the Planning Board are noted in red text.

These applications are a series of requests for a Conditional Use Permit, Unnecessary and Undue Hardship Variance, and Allocation from the TC-2, AC, and BR Districts Temporary Lodging Unit Density Pool:

REQUEST:	<u>Conditional Use Permit #23085 (Resolution 2024-12)</u> Construct a 104-unit, six-story condo hotel that will increase total site density to 38.8 lodging units per acre and extend to 50 feet above base flood elevation with non-habitable overrun not to exceed 60 feet above base flood elevation. This project will include as site amenities an outdoor mini golf course, quiet and feature pools, and a 12-slip "Class A" lodging dock with rental of water sports equipment (paddle boards and peddle boats), include as hotel building amenities ground-floor and sixth-floor outdoor bars and seating areas, indoor ballroom, fitness center and restaurant, and include in a separate building a game room and three-floor garage with second- and third-floor seating areas, pursuant to Land Development Code Sec. 39.6.(p), 42.4.(b), (d), (g), & (h). <u>Unnecessary & Undue Hardship Variance #24058¹</u> Request to construct quiet and feature pools that encroach to 31'-6" from the southern side property line where a 65'-0" side setback is required (LDC Sec. 42.7.). <u>Density Pool Request Ordinance 2024-08</u> A request to draw 104 of the 104 requested temporary lodging units from the Town Center Corey Circle and Coquina West, Activity Center, and Boutique Hotel/Condo Districts Temporary Lodging Unit Density Pool for use at the subject property.
LOCATION:	0 (formerly 3815, 3855, 3859, and 3861) Gulf Blvd; BELLE VISTA BEACH 1ST ADD BLK A, LOTS 17 THROUGH 23 LESS ROAD RIGHT-OF-WAY AND CORAZZA SUB BLOCK 1, LOTS 1 AND 2; Parcel #s 07-32-16-18143-001-0010, 07-32-16-18143-001-0020, 07-32-16-07398-001-0170, & 07-32-16-07398-001-0230.
ACREAGE:	2.68 acres (116,657 sq. ft.)
EXISTING LAND USE & ZONING	BR - Bayou Residential (Zoning & Future Land Use)
SURROUNDING FUTURE LAND DESIGNATIONS:	North: Bayou Residential (BR) South: Bayou Residential (BR) East: McPherson Bayou & Residential Urban (RU) West: Gulf Blvd & Boutique Hotel/Condo (BH/C)

¹ Variance request is included as a component of the Conditional Use Permit review by the City Commission but was not subject to recommendation from the Planning Board.

SURROUNDING ZONING MAP DESIGNATIONS:	North: Bayou Residential South: Bayou Residential East: McPherson Bayou & Residential (RU-1 and -2) West: Gulf Blvd & Boutique Hotel/Condo
SURROUNDING EXISTING USES:	North: Condominiums South: Apartments East: Water & Single-family Residential West: Residential Condos & Lodging Facilities

BACKGROUND

The four subject properties, heretofore referred to as the “site”, are currently vacant, having been used periodically since at least 2018 as an unimproved overflow parking for lodging facilities in St. Pete Beach (Resolutions 2019-02, 2021-11, & 2021-22), with all approvals having expired pursuant to LDC Sec. 23.4. The site has been vacant with the exception of the use and extant docking facilities along the waterfront rear of the site since the mid-2000s, where it had previously contained buildings housing an 11-unit inn, a restaurant, and apartments with commercial retail space.

The applicant held a noticed community meeting on September 8, 2023 in the ballroom of the St. Pete Beach Recreation Center, which Staff estimates was attended by approximately 70 people. At the time the design contained considerably more wet slips along the seawall (28-30), contained frontage commercial facilities that would have required a variance to construct at the setback proposed, and contained a building of bulkier design. Questions and concerns expressed by attendees included the following:

- 1) Concerns about the increased boat traffic, number of slips, privacy for Belle Vista residents due to the docks, Bayou depth, and ecological vulnerability;
- 2) General development standard compatibility (note: present plans have been modified);
- 3) Timelines for development requests;
- 4) Traffic study timing;
- 5) Volume control for music;
- 6) Minimum development standards for the developer;
- 7) Cost of units;
- 8) Concerns about the intensity of development;
- 9) Plans for excess parking, including use of excess parking for commercial rental;
- 10) Sewer impacts;
- 11) Loading space for large trucks and deliveries;
- 12) Offering of the mini golf and water park area (herein referred to as “feature pool”) to the public as well as guests.

A Technical Review Committee for the conditional use permit review of this request was held twice, once in February 2024 and once in August 2024, with a review of the requested side setback variance for the pool in September 2024. Comments generally pertained to the following:

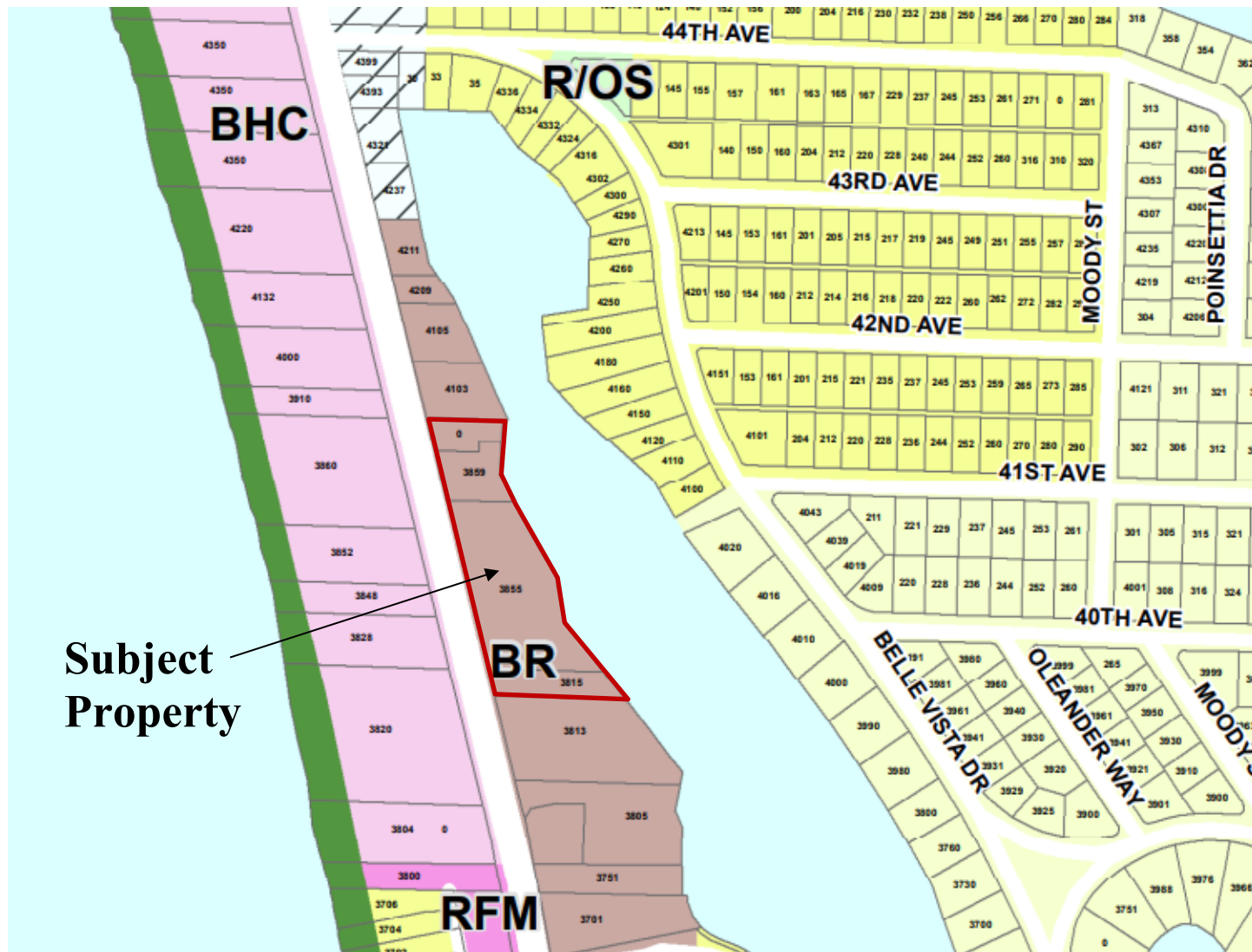
- 1) Compliance with zoning setbacks;
- 2) Fire access;
- 3) Development intensity, particularly related to the docks and limitation on rooftop bar noise;
- 4) Traffic study requirements;
- 5) Building design, particularly building scale;
- 6) Concurrency requirements, including sewer and drainage;
- 7) Construction staging;
- 8) Tandem parking arrangements;
- 9) Green building standards.

This case was reviewed by the Planning Board at the December 2024 meeting and recommended for denial at a vote of 5-0. Board members expressed concerns pertaining to increases in traffic, waterway depth, impacts

from crossing Gulf Boulevard and lack of nearby beach access, noise from outdoor project features, and density and intensity of the use generally.

Following the hearing, the applicant has revised plans to reduce the height of the primary structure from 54 feet to 50 feet as measured, removing one of the two criteria that automatically triggers Conditional Use Permit hearings with Planning Board review, the other being a density of 30 units per acre. The specified uses contemplated in this request, total site density, need for variances, and other requirements are unchanged. And a conditional use permit is still required.

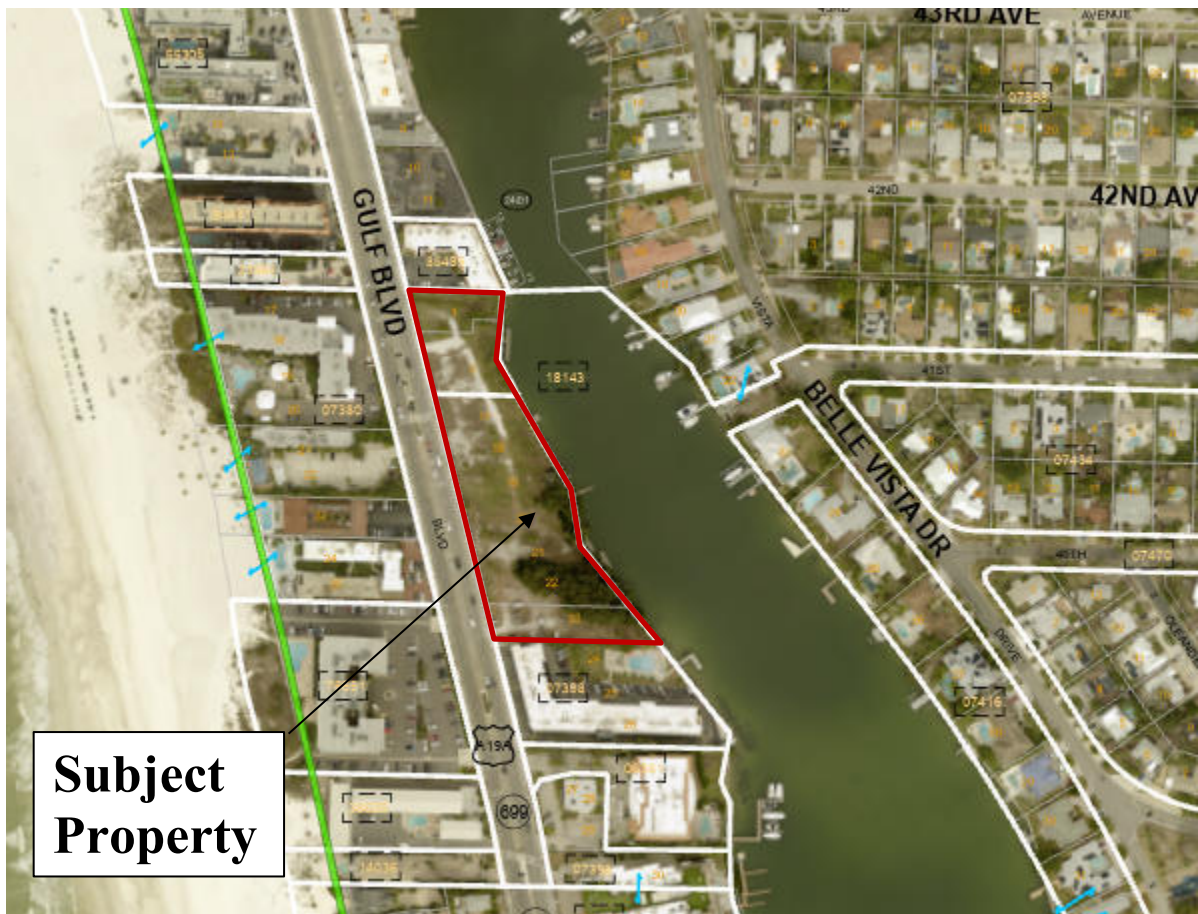
ZONING MAP



FUTURE LAND USE MAP



AERIAL MAP



SITE REQUEST

The subject property is currently vacant, containing only unutilized dock slips from a former development.

The applicant is requesting 104 temporary lodging units from a 325-unit lodging pool made available to the TC-2, AC, and BR Districts on a case-by-case basis through a conditional use permit and associated ordinance for allocation of the requested density pool units. A total of 64 of these units have been claimed, all by the Hotel Zamora which shares the same zoning as the subject site, with 261 remaining. Additionally, the applicant is requesting both outdoor and indoor amenities associated with the condo hotel development, to include in the primary building a 1,310 square foot ballroom, 1,472 square foot restaurant, fitness center, first level bar near the pool area and sixth-level bar along the northern side of the hotel building, with a separate building to the north containing a three-level parking garage with game room and rooftop seating area. Outdoor amenities include a mini golf course on the northern side of the site, and feature and quiet pools along the southern side. The applicant is also seeking twelve "Class A" (lodging) dock slips along the seawall, a significant reduction from the 28-30 proposed at the community meeting.

Unlike developments on the western side of Gulf Boulevard between 37th and 64th Avenues, where lodging is a permitted use with higher-density and height projects subject to a conditional use permit process, the Bayou Residential District does not permit any temporary lodging density as a use by right. Therefore, all 104 units requested for this project must be allocated from the density pool via conditional use permit, and all accessory commercial uses and spaces on the site are subject to review under the primary lodging use.

ANALYSIS

The table below details current Land Development Code requirements and the improvements the applicant is proposing under the subject request.

General Development Requirements			
	Required	Proposed (Subject Project)	Standard Met?
Density (Lodging Units)	Not to exceed 40 units per acre or the district density pool (currently containing 261 units)	38.8 units/acre	Yes – sufficient units are available in the density pool
Impervious Surface Ratio	Not to exceed 85% impervious (99,158 sq. ft.)	81.4% (94,926 sq. ft.)	Yes
Vegetative Greenspace Ratio	At least 12% of buildable property acreage (13,998 sq. ft.)	18.6% (21,731 sq. ft.)	Yes
Floor Area Ratio	Commercial only: Not to exceed 30% of site area (34,997 sq. ft.) Stricter parking requirements apply when commercial FAR is greater than 20% of the site area (23,331 sq. ft.)	13% of the site area (15,227 sq. ft.)	Yes – commercial facilities are considered secondary, accessory uses of the lodging facility (LDC Sec. 6.6.).
Parking spaces	0.81 spaces/unit for lodging (85 required) 0.9 space/200 sq. ft. for restaurant (18 required) 0.9 space/600 sq. ft. for ballroom and conference space (3 required)	Required: 106 spaces Provided: 175 spaces	Yes
Loading spaces	One per 10,000 SF of new meeting or conference space, plus food service space (Four spaces)	None required: 6,421 sq. ft. of restaurant, bar and kitchen space proposed 1,310 sq. ft. of ballroom proposed Total: 7,731 sq. ft.	Yes

		Two provided	
Height	54 feet above base flood elevation, plus another 10 feet for non-habitable overruns like elevator shaft enclosures.	50 feet to top of roof 58.5 feet to top of stair tower (highest element)	Yes

Yard Requirements			
	Required	Proposed (Subject Project)	Requirement Met?
Front Yard	40 feet	40 feet	Yes
Side Yard	10% of lot width on each side (65 feet)	65 feet (north) 68 feet (south – estimated) 31.5 feet (south – pool)	Yes, for buildings No, for pool (variance required)
Rear Yard	20 feet, excluding pedestrian features	20 feet	Yes

As detailed above, the applicant is requesting slightly fewer (104) than the maximum (107) number of units available for the property under this conditional use permit and density pool request. **They have also slightly reduced the height of the building between Planning Board and City Commission hearings, with the height of the building measured above the base flood elevation to the top of the habitable roof now 50 (previously 54) feet.** The impervious surface ratio of the lot and amount of greenspace provided is more favorable than required by Code, and the applicant is utilizing significantly less of the commercial floor area than permissible. However, this floor area ratio by definition excludes the significant outdoor features proposed in the form of mini golf, quiet and feature pools, and Class A lodging dock slips, that can provide additional intensity to the site but do not ultimately count toward the maximum floor area ratio.

Public Benefit and Amenity Analysis

Unlike resort developments on the western side of Gulf Boulevard, resort developments in the Bayou Residential District are not subject to equivalent requirements for pedestrian-centric features like access easements to the beach. However, the applicant is proposing a substantial pedestrian promenade around the site. They also generally demonstrate compliance with the minimum public amenities, albeit with jogs in the widened frontage sidewalk to provide for landscaping along the curb line, and with a narrow buffer in front of the parking garage building that Staff would like to see expanded.

Community Redevelopment District – General Requirements				
	Required	Proposed	Requirement Met?	Requirement Exceeded?
Sidewalk along Gulf Blvd	6' (minimum) to 10' (default) in width	5 to 9.5 feet as measured	Yes, but with landscaping shy zones.	No
Frontage landscaping buffer	5' (minimum) to 8' (default) in width	Variable – generally 9'+ feet	Yes	No
Pedestrian amenities in landscaping buffer	One amenity per 100' of frontage (seven total)	Fountain, plaza with seating area	Unclear	N/A
Pedestrian lighting fixtures at frontage	Spaced every 30'	None shown	Requirement relayed to applicant	N/A
Green building standards	Two listed green building standards	Required at building permit stage	Requirement relayed to applicant	N/A

Economic Impact Analysis

The applicant did not provide an economic impact analysis for this project. They are encouraged to provide details on the expected construction costs and taxable value increases expected.

Impact Fees

In addition to ad valorem fees, the City receives one-time transportation impact and connection fees when corresponding building permits are issued. The transportation impact fee is shared with the county. Estimated fees for the proposed application are detailed in the table below.

	Rate	Number	Total Fee
Transportation			
<i>Resort hotel rooms</i>	\$3,208.00/unit	93 units (new)	\$298,344.00
<i>Retail & Restaurant</i>	\$8,205.00/1,000 sq. ft.	6,421 sq. ft.	\$52,684.31
Sewer Connection			
<i>Water meter</i>	Unknown		

It should be noted that the transportation impact fees may fluctuate based on additional amenities provided by the applicant, submission of an approved transportation impact study that shows a reduction impact compared with county rates, and pending final use determination of interior commercial and office spaces. Impact fee rates are calculated as static numbers from the General Fee Schedule of Chapter 150, Pinellas County Code of Ordinances. Rates above are estimates, subject to revisions to the General Fee Schedule between the drafting of this report and building permit issuance.

Transportation Analysis

Due to on-site amenities, the use is most comparable to a resort hotel, which according to the International Transportation Engineer's Manual is differentiated from a hotel by offering a greater variety of amenities like recreational facilities rather than large amounts of conference and meeting space. Based upon this estimation, the resort use is expected to generate 33.3 evening peak hour trips, which is below the 51 trip threshold at which the Comprehensive Plan Transportation Element formerly provided discretion for Staff to request a traffic study. Utilizing instead the hotel use code, the estimate is 61 trips, which is below the prior 301 trip threshold guidance to mandate a traffic study, but for which a transportation management plan (TMP) is necessary. TMPs require strategies to mitigate the impact of a development on the City's multimodal systems, including provision or contribution toward circulator service, on-site trails, ridesharing and similar improvements to reduce personal vehicle usage.

The applicant stated they would be submitting a traffic study after the Planning Board meeting, prior to the first hearing of this request before the City Commission. **However, in discussions with the applicant in mid-April 2025, a study had not yet been produced. Staff has drafted a condition to provide a study should a consulted professional transportation engineer find that the higher-intensity hotel use code, or separate assessment of ancillary amenities, cause an expected increase in peak hour trips of 51 or greater when compared with the prior site uses.**

Health, Safety and Welfare Analysis

Information has been requested pertaining to the impact of new development on public services, including public safety entities. This information for 2023 and 2024 is detailed below.

	2025	2024	2023
SPB Fire Calls	-	0	0
Code Enforcement Cases	1	1	1

City Code Enforcement received one complaint in 2024 related to a broken fence and debris that was addressed and closed (Case #20240247). The prior year included a case for overgrown vegetation that has also since been closed (Case #20230457).

In early 2025, the property was cited for off-premise parking of vehicles without an active use permit (Case #20250198). Conditional use permits approved for the site in 2021 to allow for off-premise resort parking expired

in October 2024, and have not at the date of the drafting of this report been renewed. The applicant is put on notice that code violations on the subject property may prevent the case from moving forward until they are resolved subject to Land Development Code Sec. 3.16.(c).

Landscaping Analysis

The Land Development Code lacks any requirement for transient accommodation use landscaping buffers when adjacent to condominium or apartment developments, as is the case for the subject property. However, the applicant is required buffers based on the surface parking and frontage buffer requirements, which are analyzed below.

	Minimum	Provided	Standard Met?
Sec. 22.7. – Development standards			
Vehicle use area screening – North side yard	Solid barrier (fence/wall) or a landscaped buffer of six feet with one tree every 30 linear feet.	North – 3.5 foot buffer with one tree every 24 feet, plus mini golf course landscaping (3+ feet) South – 6 foot buffer with one tree every 13.5 feet	Yes.
Interior landscaping areas	20 square feet for each surface parking space not facing a perimeter buffer or in a garage (420 sq. ft.)	Approximately 700 square feet around surface parking spaces	Yes
Sec. 39.10 – Streetscape design required elements			
Size	8' depth	Varies – 4.5 to 15'+ feet	Exceeded on average, but deficient at certain areas (near northern surface parking)
One tree required every 30 linear feet	30' spacing	One tree every 25' (accounting for driveways)	Exceeded
Pedestrian amenities – Two per 200' linear feet	Seven amenities	Fountain, pedestrian seating area (five tables)	Must show compliance at time of site plan issuance
Pedestrian-scale lighting fixtures	Spaced every 30 feet	Not shown	Not met, but acknowledged by applicant

Land Development Code Sec. 4.4 – Standards for review.

When considering an application for approval of a conditional use, the City Commission review shall consider the following standards:

- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;**

Staff finds that the conditional use request is generally consistent with the goals, objectives and policies (GOPs) of the Comprehensive Plan, particularly the following pertaining to the Community Redevelopment Districts:

Future Land Use Plan Element: Goals, Objectives, and Policies for Special Planning Area 1 (SPA-1)

GOAL 1:

To support achieving a quality sustainable community through livable community design standards as well as Green building, site design and operation strategies.

Objective 1.1

Promote a sustainable community by requiring the use of Green standards and practices for all development and redevelopment within the Community Redevelopment District by establishing minimum Green building and site design standards that benefit the quality and sustainability of the environment and:

- Conserve water and other natural resources.
- Reduce energy consumption.
- Improve air quality by reducing Greenhouse gas emissions.
- Reduce impacts on infrastructure by participating in ride sharing and shuttle service programs.
- Reduce urban heat by reducing paved surfaces, reduce the need for parking by participating in shared parking plans, employer ride-share and shuttle service programs.
- Reduce urban heat and encourage pedestrian mobility by planting additional shade trees.
- Reduce waste through efficient design and recycling programs.
- Promote a walkable environment by providing on-site pedestrian pathways that link to adjacent properties and off-site sidewalks to reduce traffic impacts and Greenhouse gas emissions.
- Provide trolley stops or improve existing trolley stops as a comfortable, safe, convenient and attractive experience that encourages mass transit use.

Policy 1.1.1

Require minimum Green standards and encourage the use of Green redevelopment practices that exceed minimum standards for public and private development.

Staff Comment: *The applicant will need to achieve two green building standards in developing the two structures if approved, which can include LEED, Florida Green Building Coalition, and Florida Green Lodging Program certification as appropriate to the use type. These programs are intended to minimize both the structural and site-based impacts of new development by providing for energy-efficient lighting and water usage, high quality and Florida-friendly landscaping, and implementation of green practices like recycling.*

Policy 1.1.4

Encourage site design that promotes safe, comfortable pedestrian pathways internally within the site and provides externally pedestrian pathway linkages to activity centers, shopping, dining and entertainment.

Staff Comment: *As a public benefit, the applicant has proposed a pedestrian promenade around the perimeter of the development which includes seating and landscaped areas. Staff finds the design to be inviting and unique for the area, which lacks any kind of significant public park in the immediate vicinity despite the sizeable residential population. The promenade appears to be largely for lower-intensity recreation like walking as it does not directly link up to any significant recreational*

activities for non-guests, with the exception of the dock area in the rear which is intended for commercial recreation. However, the feature does promote this policy.

GOAL 2:

To meet the needs of residents and further the ideal of quality communities as a function of living, working, and recreation opportunities, the design and functionality of Special Planning Area 1 will have a renewed focus on livable community strategies that focus more on people and less on the auto with community improvements and site design that values connectivity, safe and attractive gathering places, functional and attractive design, and alternative safe mobility options.

Objective 2.2

Parking lots and driveways should be designed to support pedestrian safety, connections and comfort by reducing the number of curb cuts and providing interconnectivity between and through sites.

Policy 2.2.2

New commercial, office, and retail buildings and centers should be planned to reduce the number of curb cuts and driveways. Where possible, projects should share driveways and parking access with adjacent sites to provide an interconnected system of auto and service access points.

Staff comment: *This development consolidates four substantial parcels of the Bayou Residential zoning district, and the only current large vacant area of land along Gulf Boulevard. If approved, this development will consolidate roughly one-third of the district into a single development and contain only two curb cuts. Reducing curb cuts, while promoting on-site circulation that protects pedestrians from vehicular areas, is one of means of reducing multimodal conflict and danger to pedestrians. Looking northward to 44th Avenue, there is on average one curb cut for existing development less than every 100 feet. This development will contain one curb cut only every 300 feet, for a total of two where seven exist presently. Additionally, the development will relocate the cuts interior to the site, away from the perimeter of the property where they exist presently.*

Policy 2.2.4

Parking lots and driveways should provide pedestrian connections to entrances. Dedicated walkways through parking lots should be included in the design.

Staff comment: *The applicant provides logical pathways for pedestrians through the interior of the site as well as around the perimeter promenade. Staff would like to see more direct pathways to the main commercial level of the site through the primary pedestrian access, which is addressed later in this report.*

Policy 2.2.5

Parking lots should include trees to provide shade and reduce temperature for pedestrians.

Staff comment: *The applicant provides the adequate number of landscaping island trees for the limited surface parking provided, with most parking contained either under the primary building or in the three-level separate garage associated with the game room for which interior landscaping is not required.*

GOAL 3:

Rebuild the core commercial and resort areas of the City utilizing Green practices, strategies, and technologies.

Objective 3.1

Implement building and site design construction and operation practices that support long-term environmental sustainability by: protecting and conserving water resources; constructing energy efficient buildings; using Florida-Friendly landscape plant materials and design; recycling construction materials and debris; reducing urban heat through innovative building and site design; reducing pollutant run-off; protecting further degradation of the beach dune system and coastal wildlife species habitat and restoring or enhancing existing conditions through dune restoration measures, lighting, and refuse controls and other measures.

Policy 3.1.3

All development within Special Planning Area 1 shall be encouraged to implement as many livable community design and operation strategies to promote safe and comfortable pedestrian, bicycle and mass transit mobility that will reduce the consumption of nonrenewable resources, reduce the need for parking and thus reduce urban heat and polluted run-off, and reduce greenhouse gas emissions.

Staff comment: *As noted previously, the applicant is both expanding the sidewalk along the property frontage in which landscaping islands are proposed to provide refuge for pedestrians, and providing a pedestrian promenade around the perimeter of the development. By relocating the bulk of the surface parking to underneath the primary hotel building and within the game room parking garage, the applicant is able to provide additional greenspace and permeable surfaces across the site.*

Goals, Objectives and Policies for the Gulf Boulevard Redevelopment District

GOAL 1:

Gulf Boulevard shall be a place that attracts people for living, employment and recreation. The City shall encourage the revitalization of Gulf Boulevard through commercial and temporary lodging redevelopment that will attract residents and visitors to the Gulf Boulevard core resort area as a recreation, entertainment, resort and shopping destination.

Objective 1.1

All development and redevelopment within the Gulf Boulevard Redevelopment District shall further the goals, objectives, and policies of the Special Planning Area, this District, and each character district within which development occurs; and shall comply with the design guidelines and the applicable Land Development Code for the respective character district.

Staff comment: *The applicant has generally shown compliance with the minimum adopted standards of the Land Development Code as it applies to building design, uses, landscaping, and other recommended elements. Details and deviations are noted elsewhere in this report.*

Objective 1.3

The Gulf Boulevard Redevelopment District shall maintain, and where practical, expand parks and recreational activities, including waterfront recreation that serves residents and visitors.

Staff comment: *Although the promenade proposed does not itself provide an active recreational use, it does expand access to the waterfront for commercial water recreation opportunities, which are provided.*

Objective 1.4

The Gulf Boulevard Redevelopment District shall be a safe environment for both residents and visitors, and real and perceived public safety issues will be addressed including improved lighting, improved pedestrian circulation on the east and west sides of Gulf Boulevard and crossing Gulf Boulevard, improved bicycle lanes for safer circulation for all modes of non-vehicular transportation, and shall consider traffic flow devices and improvements to assist in daily traffic flow and emergency evacuation.

Staff comment: *The subject property's frontage is proposed as an area of focus for safety improvements under the accepted Gulf Boulevard Safety Study, which includes potential installation of medians. Staff recommends as a condition of approval that the applicant be responsible for the implementation of short- and mid-term improvements along their frontage associated with this study.*

Objective 1.7

All new building construction shall comply with current Building and Safety Codes, FEMA, and National Flood Insurance program regulations to maximize protection of the City's built infrastructure from all manner of hazards, natural disasters, and flooding. The City shall ensure compliance not only through the building permit process but through Code Enforcement and inspections as necessary to maintain the highest FEMA rating achievable for a coastal barrier island.

Staff comment: *Compliance with listed codes is mandatory for any new development.*

GOAL 2:

Create a quality livable community where people and vehicles can circulate in the Gulf Boulevard Redevelopment District area safely, comfortably, and efficiently.

Objective 2.2

Temporary lodging redevelopment shall be required to file an enforceable mandatory closure and evacuation plan that complies with County Emergency evacuation and management procedures and local emergency management rules and procedures, which shall be updated and amended as may be required by the County and/or City, from time to time.

Staff comment: *As has been proposed for other recent development, Staff is recommending as a condition of approval that the applicant be required to commit to an evacuation plan that evacuates guests at time of hurricane watch, to free up City resources to focus on residents when hurricane warnings take effect and mandatory evacuations are ordered.*

Objective 2.4

A variety of parking solutions for motorized and non-motorized vehicles shall be pursued to support redevelopment, while maintaining ease of access and adequate parking throughout the Gulf Boulevard Redevelopment District.

Staff comment: *The site provides for more than adequate parking, and promotes pedestrian access along the perimeter. There is a well-designed protected pedestrian accessway at the front of the site in the center around the fountain, providing prominent access to the stairs to access upper floors of the building, as well as a pedestrian seating area on the southwest frontage of the site. However, neither pathway leads directly to the lobby or other interior or exterior amenities, instead leading to a guestroom corridor and what appears to be a fenced area in front of the amenity pool, respectively. For the former, Staff requests that the applicant establish a more direct pathway to the amenity section of the elevated commercial first floor for pedestrians.*

GOAL 3

Maintain and improve Gulf Boulevard as a memorable place to be enjoyed by residents and visitors that emphasizes pedestrian mobility, waterfront and Gulf beach access, a quality built environment that focuses on retail services and entertainment.

Objective 3.3

Redevelopment is encouraged to create a vibrant Gulf Boulevard core resort environment containing a variety of building forms and styles of exceptional architectural design and high quality finishes that respect the Gulf Boulevard resort character and heritage, increase Green space, reduce paved surface parking, increase side yard setbacks, increase setbacks from Gulf Boulevard, and provide amenities, retail services, restaurants and waterfront beach bars that serve guests and residents alike.

Staff comment: *Staff expresses concerns elsewhere in this report related to the visual width of the building, especially when viewed from the eastern side in Belle Vista. However, Staff does find the development to increase greenspace compared with the minimum standard, consolidating the substantial majority of the parking into garages rather than developing it on the surface, providing substantial building side yard setbacks from Gulf Boulevard that substantially exceed what would be required on any individual parcel of this development, and provide for amenities that serve local guests and residents. Furthermore, Staff finds that the buildings generally meet the design criteria required for development in the Gulf Boulevard Redevelopment District and the design to reflect a consistent coastal art moderne styling. The applicant has also effectively designed the parking garage to be both architecturally complementary with the primary building, and to generally mask its purpose as promoted by Code.*

Policy 1

All development shall be consistent with building and site design guidelines and standards that establish the quality of design features expected for renovation, redevelopment, and new construction in the Gulf Boulevard Redevelopment District.

Staff comment: *These guidelines and standards are generally met for the development. The applicant will be required to demonstrate compliance at the site plan stage if this use is approved. Staff has made recommendations if the use is approved that are intended to promote reduced impervious surface, noise, and late night operations.*

Policy 2

The character of each district shall be reinforced through the site plan review and approval process. Projects shall be consistent with and contribute positively to the vision of the character district in which they are located.

Staff comment: *The applicant will be required to apply for a site plan, with concurrency review, if this use is approved. The project will not be permitted to proceed to permit issuance unless the applicant has demonstrated compliance with the minimum required district standards and has shown that facilities are available to meet minimum standards for facility concurrency at the time of site plan issuance.*

Policy 3

The design of all projects in the Gulf Boulevard Redevelopment District shall make meaningful contributions to a safe and comfortable pedestrian environment through site and building design, internal connections between adjacent properties, and external connections to and along Gulf Boulevard.

Staff comment: *There is no logical means to connect the subject property with adjacent properties given the existing and private nature of the abutting uses, but Staff is supportive of the full-site redevelopment and internal pedestrian and vehicle circulation improvements the applicant is proposing. Staff would like to see a more direct connection from the frontage sidewalk to the commercial portion of the hotel floor for pedestrians, but the reduction in curb cuts as well as the full-site pedestrian promenade is a public benefit from a safety and waterfront access standpoint.*

Policy 5

Utility and sidewalk easements along Gulf Boulevard may be required as part of all development projects if the existing site conditions and redevelopment plans permit the location of such easements that can be integrated into the redevelopment site plan without undue hardship to the property owner. The City may also require the construction of a sidewalk along Gulf Boulevard in a location that can be coordinated with existing off-site sidewalks and integrated with the proposed site plan to provide a continuous safe pedestrian pathways.

Staff comment: *The applicant is providing an expanded sidewalk, which carries a requirement for provision and transference of an access easement if the sidewalk encroaches into private property. In conversation with the applicant in early December, they also stated they would work with the City to provide frontage aerial utility undergrounding easements if the use is approved. The City has obtained adjacent property easements for undergrounding of utility lines, with this stretch of property a prominent gap for later-phase undergrounding.*

Staff finds the internal promenades of the site to be logically connected with, and reasonable priority provided for, access between the buildings and the frontage sidewalk. However, Staff would like to see a more logical connection between first floor's commercial area and the frontage sidewalk.

Policy 6

Property owners/developers are encouraged to meet with area neighborhood associations/business groups prior to submitting a major redevelopment project for City review.

Staff comment: *The applicant held a noticed community meeting in late 2023 which was well attended. However, the applicant should note if any additional engagement has been undertaken with area associations or abutting property owners.*

Policy 8

Shared parking for commercial, office and mixed-uses shall be accomplished wherever possible.

Staff comment: *The applicant has provided shared parking for the on-site uses in the form of two parking garages and limited surface parking.*

Policy 9

All new development and redevelopment shall mitigate potential flood, hurricane, and tropical cyclone hazards.

Staff comment: *The development will be required to meet all wind, flood, building, and fire codes in effect at time of permitting.*

Policy 10

To improve traffic flow and reduce pedestrian/bicyclist - vehicular conflict, vehicular curb cuts to access Gulf Boulevard shall be minimized, shared access driveways should be pursued, and internal connectivity between adjacent properties should be encouraged, to the practical extent feasible to allow reasonable, adequate, and safe ingress and egress to new development.

Staff comment: *Given the 625 linear feet of frontage and two curb cuts proposed, Staff finds the curb cuts to be reasonably minimized when considering logical on-site circulation. The subject development substantially improves the ratio of curb cuts per linear foot compared with existing development north of the property, which can improve safety by reducing conflict points for pedestrians and vehicles.*

Policy 11

A Transportation Management Plan (TMP) shall be required on all development and redevelopment that increases density or intensity of development on a site. Physical and operational improvements and strategies should be considered as part of any project Transportation Management Plan.

Staff comment: *The applicant has agreed to provide a traffic study, of which a TMP is a component. However, at the date of drafting of this report, such a study has not yet been received.*

Policy 13

Increased setbacks from Gulf Boulevard for any building exceeding fifty (50) above based flood elevation.

Staff comment: *The applicant is meeting required front setbacks for the development.*

Policy 14

The assembly of smaller parcels into larger development sites will be encouraged.

Staff comment: *This project consolidates four parcels, each of which could be developed independently, and binds together the only remaining vacant parcels in this zoning district as well as one of the few remaining large vacant commercial parcels in the City.*

Policy 15

All new development or redevelopment shall be required to obtain administrative site plan approval prior to construction.

Staff comment: *A site plan is required prior to issuance of any associated building permits if this use is approved.*

I.IV Bayou Residential District (BR)

Policy 1

Architectural design features that provide visual interest, are aesthetically pleasing and relate to the human scale at ground level are equally important for both the street and water-side of buildings. Blank wall facades shall be prohibited.

Staff comment: *Staff finds the design to be of quality, with consistent art moderne features that reflect a mid-rise coastal design and color scheme. Staff does have concern with the visual width of the building as expressed elsewhere in this report, but finds the design itself to generally meet the required design criteria for the district. This is particularly the case for the game room and three-level parking garage, which Staff finds to be designed to effectively mask its purpose from the street and integrate effectively with the primary lodging structure.*

Policy 2

Increased setbacks from Gulf Boulevard will be required for increases in building height.

Staff comment: *The applicant meets the currently-adopted required front setback standard.*

Policy 3

Professional landscaping and design standards consistent with the standards contained in the LDC shall be the minimum required on the entire building site where any development will occur, with particular emphasis on the Gulf Boulevard frontage.

Staff comment: *The applicant generally meets the sitewide landscaping requirements, and substantially exceeds them along the southern property line to provide screening of the feature pool area from the abutting apartment building. Staff would like to see elimination of frontage surface parking to provide additional greenspace given that the development greatly exceeds its required number of parking spaces.*

Transportation Element

GOAL 1:

Provide for a safe, convenient and energy efficient multimodal transportation system that shall be available for all residents and visitors to the City, that serves to increase mobility, reduce the incidence of single-occupant vehicles, and efficiently utilize roadway capacity.

Objective 1.1

The operational Level of Service (LOS) D peak hour shall be the minimum standard for all arterial roads within the City.

Policy 1.1.1.

The City shall review all proposed development or redevelopment for consistency with this Element and any potential impacts upon the adopted LOS standards.

Staff comment: *The applicant is required to maintain the level of service standard for transportation as with all other mandatorily-assessed facilities such as sewer and potable water, as established in the Comprehensive Plan. A certificate of concurrency must be issued at the site plan stage if this conditional use permit request is approved to ensure that there are adequate facilities in place at the time of development. The subject request is only the first step of the development process – if there is not adequate roadway capacity available at the time of development, independent of payment of multimodal impact fees, the applicant may be responsible for proportionate fair share payments or improvements, intensity reductions, or other means of mitigating project impacts.*

Policy 1.1.3

The City shall assess new development or redevelopment an equitable pro rata share of the costs to provide multimodal improvements to serve the development or redevelopment, as established by the Pinellas County impact fee schedule.

Staff comment: *The developer is responsible for payment of one-time impact fees for the development, which were estimated earlier in this report. The County is currently undertaking a reevaluation of its multimodal impact fee schedule, which has not been updated in several years. If the study results in a higher cost per density unit or square footage of accessory structure being assessed prior to development, the applicant will be responsible for that higher cost.*

Objective 1.4

The City's transportation system shall emphasize accessibility, sustainability, and aesthetics for all transportation users.

Policy 1.4.1

The City shall encourage the implementation and maintenance of landscaping within the rights-of-way.

Staff comment: *The applicant is proposing an expanded sidewalk with curb-adjacent landscaping. This improvement, along with other safety-related improvements along Gulf Boulevard, are proposed to be the responsibility of the developer.*

Policy 1.4.3

The City shall utilize developer agreements to ensure new development and redevelopment projects provide safe and adequate access to the development. Agreements shall be utilized to acquire and expand existing and new transportation facilities. These facilities may include sidewalks, street lighting, right-of-way needs, roadways and bridges, intersection or roadway improvements, traffic signal improvements, bus shelters, and bicycle facilities.

Staff comment: *The applicant will be responsible for provision of easements or agreements with the City to ensure that the lots are adequately bound together and that the owner is perpetually responsible for maintenance responsibilities when they both occur on property and are necessary to preserve multimodal safety. This may also include easements to ensure the sidewalk can be expanded and maintained.*

Policy 1.4.5

The City shall consider the needs of its aging and disabled populations to enable the mobility of residents of all abilities and encourage aging-in-place, consistent with the AARP Network of Age-Friendly Communities initiative. Mobility improvements may include longer pedestrian crossing times, leading pedestrian intervals (LPI), wider sidewalks, ADA compliant curb ramps, and seating and shelters at transit stops.

Staff comment: *The applicant is proposing wider sidewalks, and there appears to be adequate frontage space to support a bus stop or other feature if later recommended by PSTA and approved by the City.*

Objective 1.5

The City shall encourage and promote the utilization of a multimodal transportation system.

Policy 1.5.3

The City shall review all proposed development and redevelopment site plans for the accommodation of bicycle, pedestrian, and transit needs when applicable.

Staff comment: *The applicant is providing for significant on-site pedestrian improvements to provide waterfront access, and expanding the frontage sidewalk. Additionally, Staff is recommending that the applicant be responsible for frontage improvements recommended by the Gulf Boulevard Safety Study if implemented. However, no dedicated on-site bicycle lanes or other features are proposed.*

Objective 1.7

The City's transportation system shall prioritize safety and shall strive to eliminate traffic/transportation-related deaths and serious injuries.

Policy 1.7.3

The City shall use a Safe Systems approach to implement Vision Zero as outlined and maintained by Forward Pinellas.

Staff comment: *Much of Vision Zero is based around multimodal user education and enforcement, as well as engineering of existing and new roadways. However, components addressing land use and urban design as shared in the 2021 Safe Streets Pinellas Action Plan are addressable and generally supported through the site design. The site provides for protected pedestrian areas at the frontage, cross-parcel access, especially when compared with the prior development patterns, that promotes driveway consolidation and cross-access, and frontage landscaping for shade that can promote pedestrian comfort.²*

Infrastructure Element

GOAL 1:

Provide necessary sanitary sewer, solid waste, and potable water services by a safe, efficient, and cost-effective system which maintains adequate facilities and provides for orderly growth and expansion.

Objective 1.1

² Forward Pinellas. (2021, March 10). *Safe Streets Pinellas Action Plan*, pg. 83-86. Retrieved from https://forwardpinellas.org/safestreets/wp-content/uploads/2023/02/action_plan_V7_2-3-23_508_Compliant-2.pdf.

The City shall continue to implement procedures, in cooperation with its sanitary sewer, solid waste, and potable water system providers such that development permits are issued only when adequate facility capacity is available to serve the development.

Policy 1.1.6

The City shall maintain standards within the LDC to confirm that all adopted levels of service are maintained. All new development and redevelopment proposals shall be reviewed for compliance with the Level of Service standards as established in this Element.

Staff comment: *This policy cumulatively addresses development review requirements addressed elsewhere in this Element. The City's Land Development Code Division 29 provides requirements for concurrency analysis, which for the subject project includes sewage, stormwater, and transportation, which are evaluated by the City, and potable water and solid waste, which are evaluated by the County. The applicant will not be permitted to proceed with development if there is not adequate capacity available among all five facilities at time of site plan issuance. Capacity is intentionally assessed and committed for the development at that time, as earlier commitments would lead to projects that never proceed to site planning "holding" capacity for a year or longer and curtailing future projects.*

Coastal and Conservation Element

GOAL 1:

Conserve, protect, appropriately manage, and, where appropriate, restore, or enhance the City's natural resources (aquatic, wetland, air, and terrestrial) to ensure the highest environmental quality possible.

Objective 1.1

The City shall continue to conserve, appropriately use, and protect the quality and quantity of current waters that flow into estuarine waters or oceanic waters and protect from activities and land uses known to adversely affect the quality and quantity of identified water sources.

Policy 1.1.3

The City shall continue to support and implement the standards and regulations set forth in the Pinellas County and Boca Ciega Bay Aquatic Preserve Management Plan (FDEP, 2018) or most current management plan to protect and enhance the water quality of Boca Ciega Bay.

Staff comment: *The 2018 plan is primarily developed to outline City and County responsibilities, such as debris removal and education, but provides for public-private involvement among uses that are water-based, such as the docking facilities proposed at the subject site. This can include on-site seagrass education boards at the waterfront, garbage cans along the promenade to reduce risk of waste entering the Bay, and a general reduction in commercial boating traffic which could disturb sensitive areas or the Bay generally, which the applicant has undertaken through a significant reduction in the number of slips proposed for the site as well as a substantial reduction in the total width of docking facilities.*

Policy 1.1.4

The City shall require all new development and redevelopment comply with the requirements maintained within the Land Development Code to maintain or improve water quality within Boca Ciega Bay and the Gulf of Mexico.

Staff comment: *The City currently has few special limitations on development adjacent Boca Ciega Bay, but such limitations will be enforced at time of site plan review or permitting.*

Objective 1.2

Regulations for development within the 100-year flood plain, as defined by the Federal Emergency Management Agency (FEMA), shall be strictly enforced and maintained within the Land Development Code.

Policy 1.2.1

New development or redevelopment approvals shall require that post-development run-off rates, volumes and pollutant loads do not exceed predevelopment conditions, as maintained within the Land Development Code.

Staff comment: *The applicant will be required to address this through their concurrency assessment at time of site plan review.*

Objective 1.4

The City shall conserve, appropriately use and protect native vegetation.

Policy 1.4.2

All new development and redevelopment shall incorporate Florida-Friendly Landscaping (FFL) principles.

Staff comment: *Staff is proposing a condition to require a minimum percentage of FFL landscaping on the site.*

Policy 1.4.4

The City shall encourage the removal of exotic invasive plants, as listed by Florida's Exotic Pest Plants Council, requiring removal at the time of development or redevelopment of a property having such vegetation.

Staff comment: *The site has a large cluster of Australian pines at the southern side, which will be eliminated during development.*

Objective 1.8

As an ongoing objective, the City shall make efforts to ensure that Boca Ciega Bay maintains the Outstanding Florida Waters designation as outlined in Chapter 62-302.700, F.A.C.

Policy 1.8.1

No new point sources shall be permitted to discharge from the City of St. Pete Beach into Boca Ciega Bay or into ditches or canals that flow into the bay.

Staff comment: *This will be assessed at the site plan stage.*

Staff finds that additional support should be provided through applicant testimony to support the following policies, to which the project could be adverse if proper safeguards are not put in place during planning review and/or development:

GOAL 1:

Ensure that the residential character of the City is maintained and protected while:

- a. Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike;
- b. Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation; and
- c. Maintaining the community's recreational resources, open spaces, and beaches.

Objective 1.3

New commercial development shall be required to be compatible with environmental and economic resources through the enforcement of the Land Development Code.

Policy 1.3.4

The Land Development Code shall ensure that commercial land uses are located in a manner which ensures their compatibility with the type and scale of surrounding land uses and where existing or programmed public facilities shall not be overburdened.

Staff comment: *At six stories and approximately 55.5 feet in height above grade, the primary structure itself is not notably taller than other buildings in the same zoning district to the property's south, including the recently-developed Hotel Zamora. However, the width of the building is substantial, with the primary building approximately 325 feet in width and the parking garage with gameroom approximately 150 feet in width. The applicant has made changes to lessen the bulk of the building when viewed from the frontage and Belle Vista, but it remains significantly wider than other buildings in the same zoning district, which prevails despite this design in part being due to the shallow lot depth that affects the site.*

The proposed use with 38.8 units per acre is not more dense than other developments in the vicinity, including the 64-unit Hotel Zamora which was granted approval in 2020 to expand to 64 units (39.7 lodging units per acre), or the existing Sand Cove Apartments to the property's south, which contains an estimated 50 residential units per acre. However, the overall development is proposed to have a higher number of outdoor features than any other development in the vicinity, containing a mini golf course, outdoor amenity pool, two outdoor bars, and twelve wet slips proposed for nonmotorized commercial water sports. The slips are a significant reduction from the original request and were requested by Staff to maintain the waterfront intensity of the development at a general equivalence with the permitted number of slips for the residences to the east, but the upper-level bar and outdoor feature pool been identified as amenities that, due to noise potential and proximity to nearby development, should be conditioned to prevent nuisance to nearby residents and businesses.

Objective 1.7

Consistent with this Comprehensive Plan, as amended, Level of Service (LOS) standards set forth in this Plan shall not be degraded.

Policy 1.7.6

Consistent with this Comprehensive Plan, as amended, building permits for new construction, additions, or certificates of occupancy for a change in use shall be issued only if public facilities necessary to meet the adopted LOS standards are available concurrent with the impacts of the development.

Staff comment: *Staff does not find this development request adverse to this policy, as the applicant is ultimately responsible for demonstrating concurrency for all tracked facilities prior to site plan issuance. However, the ability of the developer to meet these standards has not yet been demonstrated. The applicant is proposing to prepare a traffic study prior to the City Commission hearing for this request, which will address expected impact on that facility, with other facility capacity to be demonstrated at the site plan stage.*

GOAL 2:

Support rebuilding and maintaining a sustainable carbon-neutral community by adopting and implementing land development and building regulations that: protect and conserve water resources; promote energy efficient buildings; encourage environmentally-sensitive site and building design; facilitate recycling of construction materials and debris; support innovative building and site design that recognizes the complexities and environmental sensitivities of our coastal environment and its vulnerability to storms; and protect and enhance the overall environmental quality of our City.

Objective 2.2

The City shall promote flexibility and mixed-use, by incorporating economic and environmentally sustainable standards and the principles of Smart Growth, in the Land Development Code.

Policy 2.2.7

The City shall encourage fountains and water features that promote water conservation methods and technologies.

Staff comment: *Staff supports the activation of the street-front of this development, which the applicants has made strides toward with the inclusion of outdoor seating and patio areas that connect to a perimeter walking promenade. However, there is a prominent fountain at the frontage, and despite the region exiting a stage one drought in early 2024 Staff would like to see the feature mitigated through the use of water-saving technology and techniques such as splash and rain sensors.*

Goals, Objectives, and Policies for Special Planning Area 1 (SPA-1)

SPA-1 GOAL 2:

To meet the needs of residents and further the ideal of quality communities as a function of living, working, and recreation opportunities, the design and functionality of Special Planning Area 1 will have a renewed focus on livable community strategies that focus more on people and less on the auto with community improvements and site design that values connectivity, safe and attractive gathering places, functional and attractive design, and alternative safe mobility options.

Objective 2.1

Create livable, healthy streets that are designed and oriented towards safe pedestrian and bicycle movement.

Policy 2.1.1

Where appropriate, development and redevelopment should include the following pedestrian-friendly design features:

- a. continuous sidewalks with a minimum width of ten feet, buffered from traffic by on-street parking and/or landscaping, and that include pedestrian amenities such as benches, trash receptacles, trolley shelters, and pedestrian-scale street lighting.

[...]

Staff comment: *The applicant is showing a sidewalk of approximately 10 feet in width, but there are significant curblane plantings that reduce the width to approximately five feet at standard intervals. The landscaping shown is atypical and not part of a master boulevard plan. Staff requests the sidewalk be maintained at eight feet or greater in width along its entire span, which may result in encroachment into the property frontage resulting in need for public easement, to maintain consistency with abutting properties and promote comfortable passing of pedestrians along the sidewalk.*

SPA-1 GOAL 3:

Rebuild the core commercial and resort areas of the City utilizing Green practices, strategies, and technologies.

Objective 3.1

Implement building and site design construction and operation practices that support long-term environmental sustainability by: protecting and conserving water resources; constructing energy efficient buildings; using Florida-Friendly landscape plant materials and design; recycling construction materials and debris; reducing urban heat through innovative building and site design; reducing pollutant run-off; protecting further degradation of the beach dune system and coastal wildlife species habitat and restoring or enhancing existing conditions through dune restoration measures, lighting, and refuse controls and other measures.

Policy 3.1.1

All development within Special Planning Area 1 shall comply with a minimum of two (2) environmental standards that will be established in Division 39 of the Land Development Code, as amended.

Staff comment: *As noted with other criteria, the applicant has simply not provided any consideration of this criteria to Staff as of the drafting of this report. Due to the condo operation of the lodging and the apparent lack of extensive on-site operational facilities outside of the restaurants and small lobby area, Staff is recommending this requirement be met through criteria that rely on site and construction criteria, rather than operational criteria, to ensure that the development's environmental impact is optimally mitigated. Programs that prioritize operation, such as the Florida Green Lodging Program, may be less effective in smaller developments where there are fewer staff to implement recycling programs, waste reduction, and reduction in use of single-use polymer product initiatives than in larger resort-style developments.*

- (2) **Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:**

- a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the**

number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

Staff finds the density of the development requested will not significantly affect the appearance or function of the area, as the vicinity supports uses of similar or higher density than is proposed for the subject development. With the exception of Bella Marguerite Condominiums, which has 19 units spread over an approximately one-acre property, the requested density of the subject development is in line with others in the same zoning district, all of which contain in the vicinity of 40 to 50 units per acre. This is in relative alignment with the densities reserved for the land use category, and less in potential density than the developments in the Boutique Hotel/Condo District to the west, which supports densities of 50-70 units per acre. The subject development is also not significantly taller than other developments in the same zoning, most of which are five stories. Hotel Zamora is also built at the maximum height allowed for the district, above what is proposed for the subject facility, albeit with “penthouse” rooftop facilities that are stepped back from the top enclosed story of the building to lessen the visual impact.

However, the intensity of the commercial component of the proposed development is greater than most other uses in the vicinity, particularly with regard to the outdoor facilities. Despite being described in the Future Land Use Element as a “transition” area between the higher intensity development along Gulf Boulevard and the single-family residential areas to the east, the Bayou Residential District does not specify the type of commercial uses allowable as a component of a mixed-use lodging development. Instead, the uses fall under the consideration of the lodging development itself, which is a conditional use permit with density pool allocation. Staff has limited concern about the quiet pool or mini golf course, the first of which is an expected feature and the latter which can be relatively limited in intensity by restrictions on late-night operations and the realistic operational limitations of such a use. However, the upper-story outdoor bar is a concern given amplified noise impacts from other lodging uses in the vicinity on nearby residents in the past, and the amenity pool abutting a residential development. Staff finds both of those amenities should be conditioned to limit impact on neighboring residents.

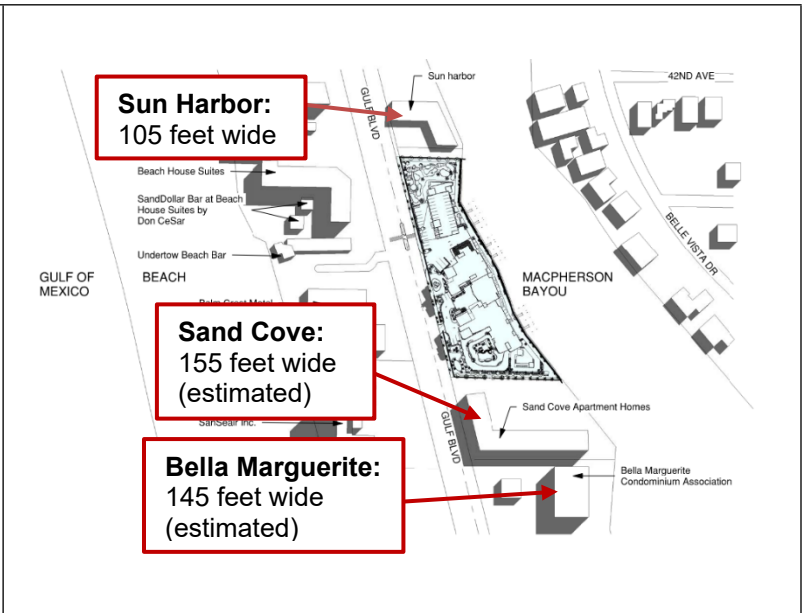
In terms of the development slotting in within a “transitional” area between higher-intensity commercial along Gulf Boulevard and single-family zoning, Staff finds the development does not exceed the intensity or density thresholds available to properties in the nearby Activity Center or Boutique Hotel/Condo Districts. Both districts allow for recreational facilities as uses by right, with those in the Boutique Hotel/Condo District allowed only as ancillary uses for lodging developments but without any site area restrictions. Eating and drinking establishments are also permitted uses in these districts, either as accessory to lodging or standalone, all of which require conditional use permits to operate when located above the first floor of the development. Finally, commercial docks are also permittable, subject to a conditional use review, in the Activity Center District.

Staff’s architecture review consultant expressed some concerns about the scale and width of the building, which was not found to be consistent with abutting development. The City’s design codes for the Gulf Boulevard Redevelopment District do not require breaks in buildings at certain distances, only jogs in the building plane, which the conceptual plan generally demonstrates. However, the structure is of significant mass and width compared with other developments, particularly when viewing the rear of the structure from Belle Vista or the front from Gulf Boulevard. The applicant has made some roofline modifications to assist with this scale issue since those comments were shared, but the issue is largely extant.

The applicant has rounded balconies and modified other features to provide additional consistency to the design, but did not undertake a recommendation to provide physical separation at the center of the building to assist with the scaling concerns, which could provide space to locate accessory uses more interior to the site.

Right: The primary building on the property scales at approximately 325 feet in width. This is not prohibited by Code, but does affect the building's scale relative to other development in the vicinity.

Other developments in the same zoning are significantly narrower, although many are built with similar relative setbacks to their lot lines as the subject development.



- b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;** *There are no known historic, archaeological or cultural resources on the property. The City's conditional use criteria generally promote the maintenance of water views and vistas as a scenic resource, and the applicant is preserving over 150 linear feet of the site as a viewshed, including a setback of 65 feet on each side where no building will be located. Despite aforementioned scaling issues, this does help preserve view of the water for motorists. Additionally, the public promenade provides for pedestrian access to the water regardless of whether they are a guest of the resort, which is a beneficial feature for residents in the vicinity who lack any dedicated walking and leisure trails removed from Gulf Boulevard.*
- c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features.** *As noted previously, the structure is not significantly taller or more voluminous relative to the site area compared with other properties in the vicinity, but is significantly wider than other developments in the BR District. This is due in part to the significant lot consolidation being undertaken for this development, with the site three- to five-times wider than other properties with similar uses in the same zoning. Lot consolidation is promoted in this zoning district, and the applicant does face constraints related to the shallowness of the lot, particularly at the northern end. The Land Development Code does not require breaks in the building, and there are other similar developments to the northern part of the City that provide the same visual massing when viewed from abutting neighborhoods, such as Sunrise Resort and Sylvette Condo which also abut single-family neighborhoods to the east and Gulf Boulevard to the west. However, this is still a consideration relative to the criteria under review.*

Staff finds the design of the building to be generally compatible with the criteria listed in the code. There is no mandated architectural style for developments in this zoning district, with

the only recent development subject to any design criteria, being Hotel Zamora, featuring a mediterranean style. The architect of this development has opted for a coastal art moderne styling. Staff finds the design to be generally internally consistent and not contain significant incongruous elements, reflecting expected color and details. The building appears to generally meet the design requirements of the Land Development Code, particularly as it relates to parking garage screening. These features will be evaluated at permitting.

- d. **Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.** *Staff does not expect additional adverse impacts from dust, fumes, smoke, or odors, due to the nature of the uses under consideration. The main structure will contain a small restaurant, but it will not be oriented where cooking smells from exhausts are expected to impact surrounding residences.*

Noise is a concern given the proximity of residences in Belle Vista to the area where the sixth-level bar will be located, and the location of the amenity pool adjacent to the apartment residences on the southern lot. Staff has seen successful balancing of noise levels on rooftop uses in the vicinity through setting decibel and hour limitations for outdoor music, which is found to be an appropriate condition for this use as well. Noise from the feature pool area may be more difficult to control given the proximity of the use to the property line, but the applicant has proposed a substantive buffer along the south side, and Staff has discussed with the applicant hour limitations on the use. The combination of both would assist to prevent significant late-night disturbance to abutting residences.

Renderings show that the applicant has proposed effective landscaping for surface-level parking that is oriented west or east, and has barriers in place at the three-level parking garage, to prevent glare from headlights affecting abutting properties. There appears to be only limited landscaping at the rear of the lot facing the seawall, and Staff would like to ensure that hedges, shrubs or another element is planted at an effective height to prevent glare. In other cases, the Land Development Code prevents light spillover beyond the property line, which can be assessed through a photometrics plan at time of permitting.

The development is expected to produce both more overall trips and more frequent hour-by-hour trips when compared with the preceding parking lot use and the developed uses on the site that were largely demolished in the mid-2000s. The recent use of the parking lots was largely for employee overflow parking during peak season, which meant that cars were generally exiting and entering the lots at specific periods and utilized infrequently. A lodging use will have more frequent exiting and entering of vehicles. However, regardless of development classification, the use is substantially below the threshold of 301 peak hour trips and a traffic study is not required by code. The applicant has voluntarily chosen to supply one, which is expected prior to City Commission review of this request.

The use is below the threshold for providing a dedicated off-site loading space, with the two bars, restaurant, and small conference room space largely accessory to the site's use as a lodging facility and much smaller in extent than other recent developments approved through this process. However, the applicant has explained that there is adequate space within the primary structure's parking area for a truck to load and unload. Staff recommends a condition that all loading and unloading be conducted on site, and that the two spaces shown near the

primary entrance be relocated if viable to reduce the risk of a truck backing into the entrance or sidewalk to leave the site.

The development will introduce numerous outdoor activities, including the public promenade, mini-golf course, and quiet and feature pools. The property owner previously received state approval to maintain numerous slips, and the docking facilities are proposed to be redeveloped as a series of twelve wet slips that will be operated in a "Class A" lodging dock fashion, with only paddle boards and peddle boats rented. This is a significant reduction in number of slips and intensity from the proposal shown at the community meeting, and was suggested by Staff to provide relative parity between the number of slips on the subject property and the number of slips available to residents adjacent the development in Belle Vista, who will further not face the self-imposed motorized vessel limitations of the subject development. The applicant has agreed to address staff concerns on late-night operations, including tentatively agreeing to decibel limitations on outdoor spaces that play music, limiting outdoor food service operations to 10 PM, and discussing with Staff operating hour restrictions on the feature pool. These limitations will help to limit late-night nuisances from impacting abutting properties.

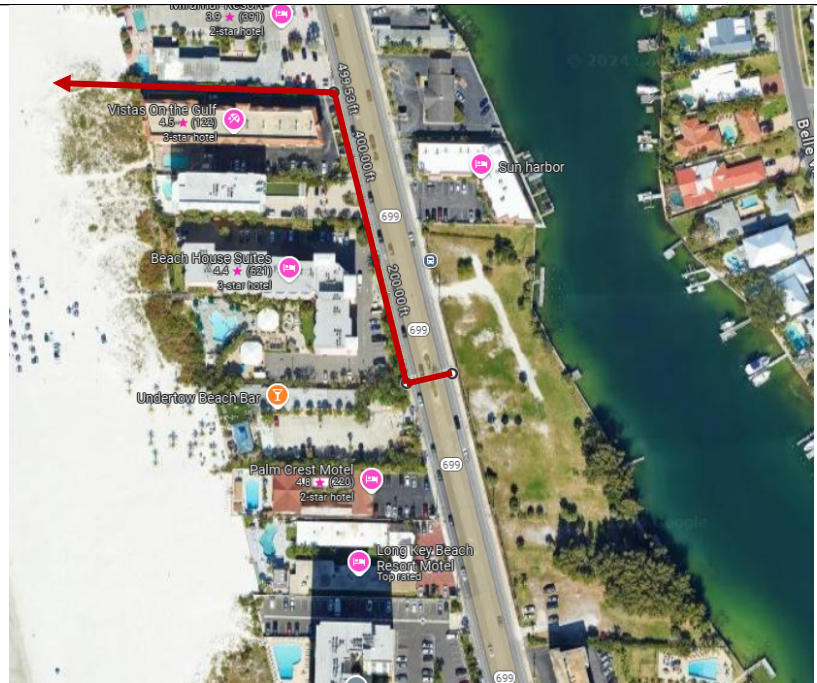
There is potential for increased litter, particularly from the pedestrian promenade if not adequately managed. Regardless of whether the area is maintained through easements, Staff requests a condition that makes the property owner responsible for provision and emptying of trash cans along the promenade.

Staff has concerns about the safety of late-night operations of the pools and usage of the perimeter promenade. Staff would like to limit the hours of the feature pool to sunset to both mitigate nuisances and promote safety, and for the applicant to limit promenade hours as well through signage and enforcement.

- (3) Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety;**

The applicant has not submitted a traffic study or transportation management plan as of the drafting of this report. The study will be evaluated to ensure the cumulative impacts of other recently-approved projects, including Tradewinds, Sirata, and the 2025 re-approval for the Miramar, are accounted for at the time of development. These reports are typically evaluated at the site plan stage, when the City determines adequacy of facilities. Approval of this request for a conditional use permit does not vest the applicant for project concurrency, which as of this time has not been evaluated. It is still the responsibility of the applicant to demonstrate that adequate capacity exists, or will be created, at the time that the impacts of development come online.

Right: The closest public beach access to the project, adjacent Vistas on the Gulf and Miramar Resort, is approximately 500 feet as measured from the property frontage's intersection with the Gulf Boulevard pedestrian crossing. Aerial obtained from Google Maps.



The portion of Gulf Boulevard adjacent to the subject site has a level of service classification of D based upon the 2024 Forward Pinellas Annual Level of Service Report, which uses data collected in early 2023. The road segment has a volume-to-capacity ratio of 0.75, based upon a physical capacity of 1,630 trips. This is not a significant increase from the ratio presented in the 2023 report. Treating this development as a resort hotel use, the estimated trip rate is 43 trips at weekday evening peak hour. Adding in an 18-hole mini golf course would raise the number of trips by six to 49 trips per estimates of the Institute of Transportation Engineers Trip Generation Web App. Neither of these numbers passes the City's threshold to require a transportation study, although the applicant will be responsible for a transportation management plan to provide strategies to offset the vehicular trips impact of the development.

The site is serviced by the Sunrunner at the Beach Access, approximately half a mile north. The site is also accessible for users of the City's circulator, Freebee. The proposal does not include a designated drop-off zone for circulator services, which Staff generally recommends for new lodging development to help with customer drop-off and pick-up efficiency. The applicant has also not at this time proposed any contributions toward circulator service.

No on-street parking impacts or neighborhood impacts resulting from parking are anticipated. The site significantly exceeds the parking requirements of the Land Development Code and is not expected to need to utilize on-street parking in the vicinity to service guests.

Staff finds the applicant has reasonably minimized the number of curb cuts on the property, having far fewer per 100 feet of frontage than the average for the district. The code promotes property consolidation in this district, in part to reduce the number of curb cuts and increase on site cross-access to improve safety and reduce vehicular-pedestrian conflicts.

- (4) **Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely;** The development is shown to be compliant with the parking minimums required by the Land Development Code. There is a loading area shown to the north of the main building containing

two regulation-sized loading spaces. However, as with the pedestrian building access, the spaces do not appear to be logically located relative to the service elevator. The applicant may wish to explore alternative locations for both spaces, unless their primary purpose is for delivery to the accessory building.

- (5) **Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;** *Staff is recommending conditions pertaining to late-night operations, decibel levels of outdoor music, limitation on operation of the Class A dock slips, and increased landscaping, to assist with preservation of the public health, safety and welfare.*
- (6) **Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation;** *The agent for the request has provided a basic statement that the landowner and applicants are financially and technically capable of completing the improvements, but no additional support has been submitted. The applicant for the project, who will also serve as developer, has submitted a project portfolio demonstrating their involvement with projects of similar development density and uses in the region which is included with the packet. The applicant has noted that they are holding an \$8.5 million loan, but it is not clear whether that is a loan for site improvements or for a different project, and what the expected cost of the subject development will be.*
- (7) **Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.** *The applicant has been put on notice that the project will be required to demonstrate compliance with the green building standards, landscaping quality standards, building and fire codes, and temporary lodging operation requirements, at time of site or building permit issuance as relevant. A concurrency certificate for these facilities will be necessary at site plan issuance as well.*

The applicant successfully held a code-compliant community meeting in the fall of 2023. A subsequent meeting is not necessary as of the drafting of this report.

Sec. 4.12. - Criteria for review of conditional use applications.

- (a) **Conditional use applications within the community redevelopment district shall be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:**
- (1) **Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services;**

The City's engineer has accepted preliminary calculations showing an estimated peak flow of 43.44 gallons per minute. The development is contingent upon the applicant demonstrating compliance with stormwater concurrency requirements at the site plan stage if this use is approved.

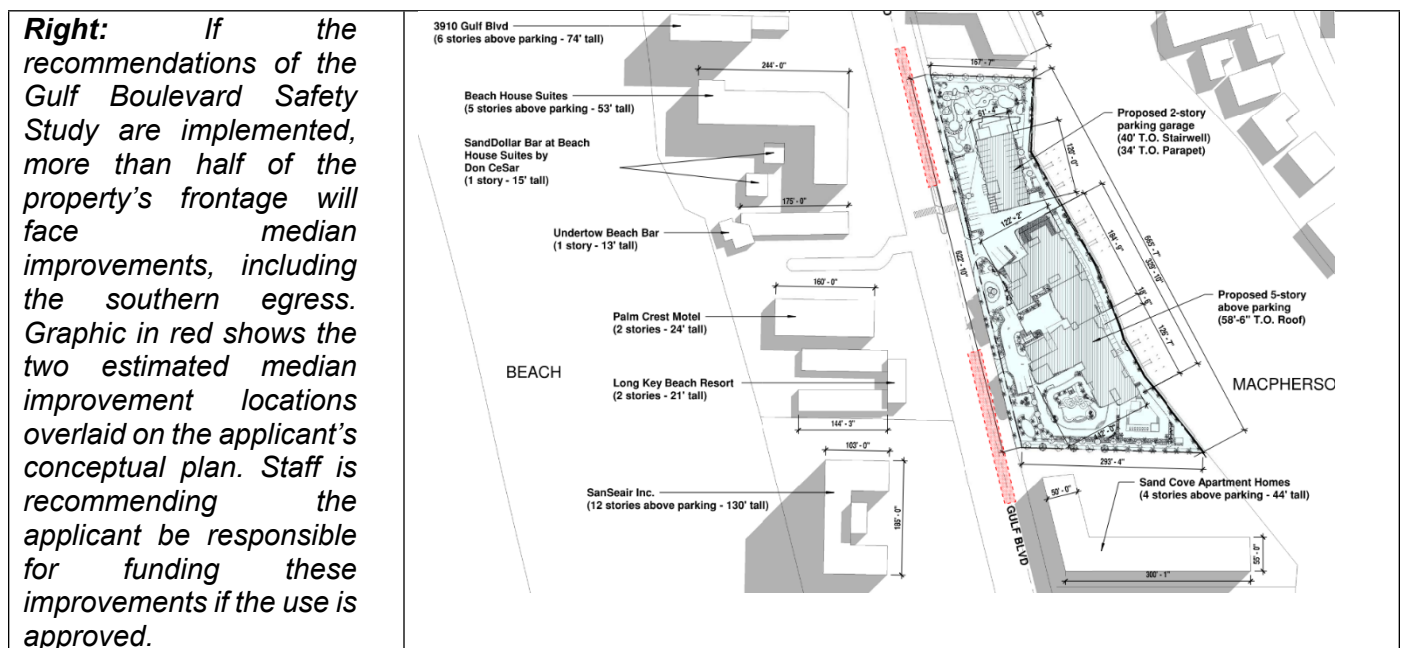
Reclaimed water is available in the area and preferable for use for landscaping irrigation where viable.

Potable water service is provided by Pinellas County. Potable water is one of the facilities the City will verify meets county level of service standards at time of site plan issuance.

Electric service and telecommunications are available at the subject site.

(2) Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways;

Access to and from the site is managed by the FDOT, and an access permit will be required prior to site plan issuance. Staff finds the internal circulation and entry and exit points to be logical. The primary egress points align with commercial properties across the street, particularly lower-intensity bar and resort uses, which reduces the likelihood of direct conflict for guests exiting the development to southbound lanes of Gulf Boulevard. The southernmost apron of the development is 125 feet from the property line shared with Sand Cove, which further reduces the likelihood of conflict with vehicles exiting the residential development to the northbound lanes. There are no signalization improvements anticipated in front of the property in the near future, nor is the impact of the development expected to generate such requirements, although the accepted Gulf Boulevard Safety Study does show medium-term median improvements in front of the southern egress, which may prevent drivers exiting the site from the southern exit to turn to the south. This would be beneficial to reduce potential southbound conflicts with residents of the San Seair condominiums.



Staff has the following concerns regarding the on-site circulation and parking areas:

- 1) The northern entrance to the site is busy, requiring within approximately 35 feet the driver to make a determination if they are turning north toward the arcade and mini-golf parking area, continuing east toward the primary parking garage entrance, or turning south into the secondary garage entrance. While loading is unlikely to be an issue if deliveries primarily occur in early hours of the day, this entrance also flanks the loading area of the site, which could be hazardous if frequently utilized. This is especially the case as the westernmost loading space is close enough to the apron of the entrance that a full-sized vehicle would potentially need to back up to or into the sidewalk crossing area to exit the loading space. This increases hazards for pedestrians, and drivers entering the site. While this can be partially resolved through wayfinding signage on-site, Staff is also recommending elimination of some of the parking in front of the arcade to both provide more landscaping and a turn-around area, and the elimination or relocation of the westernmost loading space to increase safety.
- 2) The center hotel parking garage aisle does not appear to have logical circulation, with vehicles turning into the center aisle running into a one-way circulation against their flow of traffic at the frontage if there are no spaces available in the center island. Additionally, there is no logical place for a vehicle to turn around at this location if all spaces are taken, except for making a multiple-point turn in the center of

3) *The applicant shows several parking spaces on the site as 18x9' in size. City regulations require 20x9' for at least 75% of the parking spaces. Although it appears this could be accommodated, especially if staff recommendations are followed, Staff will need to see this reflected in the final site plan.*

The site plan illustrates the proposed building layout within its property boundaries. Key features include:

- Setbacks:** A dashed line labeled "SETBACK" runs horizontally across the middle of the plan. The building is set back from this line by 24'-0" on the left and 26'-4" on the top.
- Easements:** A "DRAINAGE EASEMENT" is shown as a diagonal strip with a width of 20'-0". An "EXISTING DRAINAGE EASEMENT" is located at the top right corner, with a width of 20'-0".
- Property Line:** A dashed line labeled "PROPERTY LINE" runs diagonally from the bottom left to the top right. The building is set back from this line by 29'-0" on the bottom left and 27'-3" on the top right.
- Building Dimensions:** The building has a main section that is 18'-0" wide and 24'-0" deep. There is a smaller section to the right that is 18'-0" wide and 25'-0" deep. The total width of the building is 36'-0".
- Other Features:** A "Trash Room" is located at the top left. A "Line of Building Above" is indicated by a dashed line. The plan also shows landscaping with trees and shrubs, and a "LOADING SPACE" of 30'-6" at the bottom right.

Hotel Parking Garage

± 0' - 0"
+5.5' NAVD

24'-7"

26'-0"

20'-0"

ral Plaza

The site plan illustrates the layout of the Hotel Parking Garage. It features a central parking area with several stalls, some of which are marked with red dashed lines. The plan includes various dimensions for parking stalls and setbacks, such as 24'-7", 26'-0", and 20'-0". A north arrow is located in the upper left corner, and a datum of ± 0' - 0" (+5.5' NAVD) is indicated. The plan also shows the building footprint, a ramp, and a landscaped area with trees and shrubs. The label 'ral Plaza' is visible in the lower left corner.

The applicant is not conveying any public roadways through this development. Any portion of the expanded sidewalk that expands on to the property will need to be provided to the FDOT as an easement for maintenance purposes.

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The conceptual plans refer to underground vaulting of stormwater up to a 24 hour, 25 year storm event, at which point stormwater is treated and released to the Bayou under a Southwest Florida Water Management District permit. The development cannot increase runoff relative to an undeveloped state, which is a higher standard than enforced in many municipalities. The applicant should address whether there are even greater heightened retention or detention requirements through other agencies' approvals that exceed those required by St. Pete Beach. Stormwater concurrency must be demonstrated at time of site plan issuance.

Staff is not aware of any remaining natural hydrological features on the site. Storm water is to be vaulted to meet minimum code requirements, which will be demonstrated at time of site plan submittal.

(4) Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas;

Staff has already expressed concerns elsewhere in this report about the visual massing of the buildings, which are not reiterated in detail here. Approximately 25% of the waterfront is still visible from the frontage, and the applicant has provided a pedestrian promenade, which does increase general public access to the water.

*In terms of other aesthetic and architectural considerations, Staff finds the layout to be in general preservation of the aesthetic standards for the Gulf Boulevard Redevelopment District, although also directly in line with minimum code requirements in most cases. The height of the building is consistent with other mid-rise buildings in the area, such as the Beach House Suites also at six stories, and the abutting Sand Cove Apartments at five stories. The development is one story taller than Bella Marguerite's five enclosed stories, and two stories taller than Hotel Zamora, although Hotel Zamora has recessed roof features that are developed **at a taller height than the subject proposal after revisions were submitted following the Planning Board hearing.***

Staff finds the exterior design of the structure to be of high quality, with a visually-consistent art moderne style and coastal colors that are suitable for its location. Staff particularly supports the design of the parking garage, which effectively obscures its purpose through the use of architectural screening. The development appears to meet the minimum architectural standards required by the Land Development Code, including the visual minimization of entrance and exit areas for parking garages, planar offsets, and high percentages of windows and visual decoration.

(5) Site landscaping, open space provision and impervious surface limitations;

The applicant is showing compliance with the 85% minimum impervious surface ratio limitation. To increase frontage buffering and improve parking circulation, Staff is also recommending increased buffering along the frontage of the game room area, which should provide as much as one percentage point in additional greenspace.

Staff finds the side lot buffers in particular to significantly exceed the requirements of the Land Development Code, while the frontage buffer, particularly in front of the game room, is near an approvable depth but not to the same quality standards as the side buffers. The applicant has not provided a detailed landscaping schedule but appears to be largely utilizing palms along the frontage, with a mixture of palms and standard canopy or under-story trees along the perimeter. Some limited landscaping is provided along the pedestrian promenade to the east, although the closeness of the building to the water precludes most additional landscaping without it becoming a hindrance to water views.

(6) Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance;

Staff is recommending hour of operation restrictions for the feature pool if approved, to mitigate noise spillover to the abutting residence from guest use. Staff is also recommending decibel and hour limitations on use of music in the rooftop and ground-level bars, which has been effectively used elsewhere in the same zoning district to mitigate noise spillover issues for residents in Belle Vista.

The applicant should address whether they plan to operate the mini-golf course late at night and, if so, how lighting will be arranged to prevent spillover to nearby developments and Gulf Boulevard.

As with all lodging developments, occupancy is limited to 30 days or less, which is cumulative for condo development owners over a year period. The owners may be required to file covenants or other assurances to this effect at time of development.

Limited information has been shared on facilities maintenance. It is assumed the condominium association will be responsible for upkeep of grounds and facilities, but such proposal has not yet been filed. The applicant should address this through their testimony.

(7) Fire suppression and facility security;

As of the publication of this support, the City's fire marshal has found that there is adequate on-site access for remaining considerations, like fire hydrant location, to be addressed at the site plan stage. The applicant has not prepared building plans at this time, but fire suppression and more will be addressed prior to issuance of any building permits.

(8) Emergency management and hurricane evacuation provisions;

The applicant has not provided a hurricane management plan, which is a requirement for new lodging developments and will be evaluated at the site plan or building permit stage, as relevant. As noted previously, the development will be required to evacuate guests at time of a hurricane watch being issued.

(9) For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

- a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and**

The Bayou Residential District is one of a handful of zoning districts that lack any maximum side setback, requiring for the subject site the maintenance of a side setback of 65 feet on each side, or approximately the width of one platted lot within the property's zoning district. Staff finds this, combined with the 20 foot rear setback required, adequately preserves views for abutting properties. The southeasterly jog of the waterline in the Bayou Residential District generally favors properties to the south, although the rear of the northern Sun Harbor development extends further into the bayou than the applicant's abutting parcel, which maintains favorable viewsheds for both properties.

- b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.**

The property to the south of the subject development is residential in nature, but the Florida CCCL is located to the west, along the beach.

Variance #24058

The applicant meets all required setbacks for the primary and accessory buildings. While the Land Development Code does not require setbacks for paved surfaces or landscaping, pools are typically required to meet the same

side setback as the building, which is 65 feet in this case. The applicant is requesting a variance to construct an approximately 2,300 square foot quiet pool, and approximately 6,300 square foot feature pool, at 31'-6" from the southern side property line where 65 feet is required.

Required	Proposed	Encroachment Requested
65' (primary building envelope)	31'-6" (quiet and feature pools)	51.5%

Land Development Code Sec. 3.12.(b):

(1) The city manager or appropriate board of authority may authorize variances to the Land Development Code if the applicant is able to demonstrate the following conditions:

a. *Unnecessary and undue hardship variance.* Standards of review for an unnecessary and undue hardship variance. The appropriate board of authority shall approve an unnecessary and undue hardship variance only if the variance applicant demonstrates by substantial competent evidence that all of the following are met and satisfied:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

The lot is a highly unusual shape and width-to-depth ratio, which was noted by the City as a potential barrier to development in its original drafting of the Bayou Residential land use category. Many commercial lodging developments in the City have an aspect between 1:1 and 1:2 in terms of width to depth of developable property, which allows for a placement of a building in the center and standard parking aisles with landscaping buffers along the perimeter. At 650 feet in width, the subject site varies in depth running from north to south, with a ratio of nearly 4:1 at the northern side and slightly greater than 2:1 at the southern side. This can be seen as a reasonable challenge to accommodate access aisles, a uniform parking and amenity layout, and a building of uniform dimensions, which the applicant appears to have accommodated for the structures themselves, but which causes the pool areas to be relegated to the setback area at the southern side of the site.

Due to the applicant undertaking significant property consolidation, this is a challenge that is not faced by other properties in the vicinity, some of which face variation in lot depth but none to the extent of the subject property. Recent developments in the zoning district, including Bella Marguerite and Hotel Zamora, have aspects of approximately 1:2 and contend with depth variations from property line to property line of approximately 10 percent or less, unlike the subject site which contends with depth variation of over 40 percent from the northern to southern side. This site layout may make the other primary use of a site this size, a residential development, also a challenge due to the preference of developers for regularized parcels and ratios of 1:1 to 1:2³.

2. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

The applicant is undertaking property consolidation of multiple previously-uncombined parcels through this request, which is creating the greater setback requirement that faces the development compared with other, smaller developments in the City. However, this property consolidation is a preference supported by the City's Comprehensive Plan. It is unclear if the significant setback for at-grade features like pools were contemplated in the drafting of these standards.

3. Literal interpretation of the provisions of the Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code and results in unnecessary and undue hardship on the applicant;

³ Frederick, S.R. and Butler, K. (2007). *Planning and urban design standards student edition*. John Wiley & Sons, Inc. (p. 126).

Staff finds the denial of the setback requested for the quiet pool could be seen as a hardship that would not be faced by other, similar property in the same zoning. Although a pool is not generally considered an essential element of a development, the Land Development Code does note pools and other recreational facilities as common elements of lodging facilities, and ones that are nearly ubiquitous with lodging development in the City. A pool of the subject size staff finds to be reasonable considering other development in the vicinity. The southern Sand Cove Apartments has a pool of approximately half the size of the one proposed for the subject development set at a similar distance from the property line as the applicant is proposing. Due to the setback's basis on the lot width, the applicant experiences a side setback for the pool of more than three times greater than any other current development is required in the same zoning district, and even the setback they are proposing exceeds the required side yard setback for any other development.

The feature pool faces a similar setback challenge, but is less common of an amenity for lodging in the same and similar zoning districts, and is also nearly three times the size of the quiet pool. It also potentially generates additional challenges that are in need of mitigation, particularly due to noise. However, as noted by staff elsewhere in this report, additional landscaping and stricter hours of operation appear to be sufficient mitigation. The applicant should provide additional testimony as to how the denial of the setback variance of the feature pool would deprive the applicant to a greater extent than others in the same zoning district under the same terms.

4. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the comprehensive plan or the Land Development Code, nor will it permit an increase in development density;

Pools are a permitted use in the zoning district. However, as the entirety of the density for the use itself, as well as the hotel use, is considered a conditional use, the pools are subject to the review process.

5. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

The applicant is developing a building near to the maximum density allowed for the site, but significantly less in interior intensity. The building could be reduced in unit count or room size to accommodate a pool set a greater distance interior to the site, although it is unclear if this would produce a financially-viable project. The pools may be considered an amenity of guest use but the applicant stated they are not intended to be held out for day passes or other general commercial activities, and thus the pools themselves are not expected to be separately revenue-generating features.

6. Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

Staff is not aware of other lodging development in the same zoning district that was granted a variance for a pool setback. However, as noted previously, the 31'-6" setback for the pool will produce a greater setback for the features than any side setback, accessory or primary, required for any other currently development in the same zoning at the same lot size. In this sense, it would convey the same treatment.

7. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

Staff finds a pool to be a reasonable accessory amenity of a lodging development, with no known lodging in the city of a similar density lacking a pool. Staff finds the quiet pool size to be reasonable and not out of character with other recent lodging developments. The feature pool could not be accommodated at a 65 foot typical required setback based on the current layout due to the splash zone necessary for the slides, but is significantly larger than the quiet pool, and a less common feature of a lodging development. The applicant should address whether they could accommodate a lesser setback for the pool by locating the slides closer to the primary building, reducing their size, or changing their orientation.

8. The requested variance is in harmony with the general intent and purpose of the comprehensive plan and the Land Development Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

Staff finds the quiet pool setback to be in general harmony with the intent and purpose of the Comprehensive Plan and Land Development Code, which promote the type of property consolidation the applicant is undertaking for this development and which create the significant setbacks faced in the establishment of the pools. The side setback required for the lot is substantially higher than any other development in the vicinity, and faced in part due to the shallowness of the lot, which causes additional hardship in placing a pool to the rear of this lot compared with other, more standard aspect, lots in the same zoning. Staff does not find the requested setback will be of substantial detriment to the health and welfare due to increased buffering along the side lot line and the assumed hours of operation, which will be set via condition if approved. Staff finds the setback is compatible with the neighborhood as previously-mentioned, and will not substantially diminish property values.

The feature pool presents the possibility of increased intensity for the development, over and above a standard accessory element of a typical lodging use. Other resort lodging developments in St. Pete Beach have feature pools with slides and other more active water elements, but those features tend to be designed to be located more toward the interior of the site, in many cases hundreds of feet from abutting properties and behind buildings to mitigate visual and noise impact. To the applicant's credit, they have oriented the slides away from abutting property, and have significantly screened the feature pool area far above minimum buffering requirements. However, if this feature is approved, staff recommends significant hour and noise limitations on this feature to limit disturbance of the abutting residential development and prevent detriment to the public welfare.

SUMMARY OF STAFF FINDINGS

Staff finds the following project impacts as supporting the goals, objectives and policies of the Comprehensive Plan:

- 1) The applicant is proposing a public promenade around the perimeter of the development, increasing scenic amenities and access to the waterfront which is a Citywide policy to implement a goal of the Comprehensive Plan;
- 2) The development will consolidate four historically-disparate properties and limit the property to just two curb cuts, which fulfills an objective of the City and allows for a more pedestrian-friendly frontage environment along with additional landscaping. These curb cuts are also oriented across from lower-intensity commercial developments, and a significant distance from abutting residential driveway egress, to reduce conflict points with surrounding development.
- 3) Despite concerns about the massing of the development, Staff finds the architectural design to be of a high quality and appropriate for a mid-rise coastal lodging building. The parking garages place most parking interior to the development and away from the frontage, increasing greenspace and reducing dedicated impervious land area for parking. The design of the three-level parking garage is particularly effective at screening the purpose of the building while complementing adjacent development.
- 4) The applicant has agreed to significantly reduce the intensity of the dock, more than halving the number of slips compared with what was presented at the community meeting and limiting the development to non-motorized water sports amenities only. This feature was noted by Staff to be the most criticized element of the development at the community meeting in fall 2023, and Staff finds the proposal in its current iteration to be an acceptable compromise given the concerns shared.
- 5) The development introduces family-oriented amenities at the southern end of the resort and commercial districts, which are limited in this area. The design of the site also makes those amenities more inviting to day visitors of the site than they may be in a more walled garden-style resort. Although the land use

description provides limited detail on what is considered appropriate commercial uses for the zoning, most appear to be of moderate intensity and appropriate either as submitted or with conditions.

- 6) Staff finds the development to meet items (3) related to additional public amenities, and (8) related to additional landscaping, of LDC Sec. 4.12.(d) pertaining to density pool allocation considerations.

Staff seeks additional applicant testimony on the following element for which either partial support was provided in the application, or Staff identifies as elements that could more effectively promote the Comprehensive Plan:

- 1) While the applicant has supplied details on what Staff finds to be adequate past development to justify their technical capacity to complete the improvements, Staff asks the applicant provide more details on the financial capacity, including whether the loan that has been secured is sufficient to complete expected improvements.
- 2) The massing and scale of the building is more significant than other existing developments in the same zoning. Staff understands the limitations faced by the applicant, with the site as proposed for development one of the more unusual in the City due to its oblong aspect, but Staff would like to see additional visual breaks in the building when viewed from the rear to lessen its visual impact when viewed from Belle Vista.
- 3) Staff requests additional information from the applicant pertaining to the need for the feature pool as an essential element of the development, and whether the feature could be redesigned to move the element closer to the interior of the site, away from the abutting residential property, and/or whether the applicant agrees with staff recommendations to close the feature shortly after sunset.
- 4) The layout of the frontage elements is logical and multimodal in nature, but the primary mid-section pedestrian access to the site from the sidewalk appears to route visitors through a sub-optimal area of the parking garage, and there are numerous concerns with vehicular routing through the site that Staff has expressed elsewhere in this report. Staff would like to see modifications to the site plan at the time of development, including greater buffer in front of the gameroom, uni-directional routing of vehicles through the site, and loading space modification, to ensure the interior of the site functions safely.
- 5) The applicant should address how the pedestrian promenade will be maintained, either through public easements or as a private amenity with owner responsibility for maintenance.
- 6) As a traffic study has not yet been presented, the applicant should address any Transportation Management Plan elements to be included in the development, including contributions toward or separate operation of a circulator.

STAFF RECOMMENDED CONDITIONS

Should the City Commission find support for the project through the relevant criteria in Division 4 of the Land Development Code and the Goals, Objectives and Policies of the Comprehensive Plan, and choose to recommend approval for allocation of temporary lodging units from the TC-2, AC, and BR Districts Temporary Lodging Unit Density Pool for the subject project, Staff recommends at least the following conditions to mitigate potential project impacts and protect the public health, safety and welfare:

Density Contingency Conditions

- 1) Approval of the temporary lodging unit count of the subject development requested herein is contingent upon the passage of companion Ordinance 2024-08. Should Ordinance 2024-08 be reduced in unit count, the applicant shall be required to reduce the number of temporary lodging units contained within the lodging building to be consistent with the units awarded. Should Ordinance 2024-08 be denied, this Resolution shall be considered null and void.
- 2) Should companion Ordinance 2024-08 be approved by the City Commission, all lodging units awarded to the subject property shall be divested to the density pool should the applicant fail to obtain a building permit within one year of the non-appealable passage of Ordinance 2024-08 or Resolution 2024-12, whichever occurs later.

Transportation Study Condition

- 3) *The City shall consult with a transportation engineer or planner to review the proposed site uses and former uses of the property at time of site plan permitting. Should evaluation through standard practice find that the proposed uses generate greater than 51 trips compared with the prior use of the property, the applicant shall complete a full transportation study, with commitment of transportation concurrency contingent upon future completion of any improvements recommended in the report.*

Outdoor Music Operation Conditions

- 4) All outdoor speakers, amplifiers, and other equipment utilized in the first- and sixth-floor outdoor bar areas, and any other area of the site where outdoor music is established, shall be permanent and no portable amplification equipment shall be used.
- 5) The use of all outdoor music amplification equipment and outdoor playing of live music shall cease between the hours of 10 PM and 7:30 AM.
- 6) Prior to operation of any outdoor area where amplification equipment is utilized, the applicant shall permit up to two noise tests if deemed necessary by the City Manager to ensure that the intent of Land Development Code Section 39.5.(a) is met. The tests shall involve City Staff measuring the sound level increase above ambient, if any, from the side property line abutting 3813 Gulf Boulevard, from residential property or the right-of-way as requested to the east of the property in Belle Vista, and from the property frontage along Gulf Boulevard, while music is being played through amplification equipment. The applicant shall install decibel limiting software or hardware such that a sound reading with rooftop music playing does not exceed three decibels above a preceding or following ambient reading with the music turned off, nor adopted decibel standards in the Code of Ordinances, at the aforementioned locations. Access to the software or hardware shall be limited to a designated manager or other positions whose direct contact information shall be made available and maintained with City Code Enforcement staff. The designated employee(s) shall be on duty at all times music is being played from outdoor amplification equipment. In cases where sound pressure changes or other events make it such that sound can be heard from amplification equipment at any of the location specified above, following a substantiated complaint to the Sheriff's Office or Code Enforcement, or where new outdoor music areas are established, the operator shall make reasonable accommodations to allow for sound tests to be performed and the decibel level set to be reevaluated.

Resort Development: Public Benefit Requirements

- 7) Prior to issuance of a site plan for the subject project, the applicant shall provide the following:
- Modification of the site plan to provide for a dedicated rideshare or circulator drop-off area.
 - Modification of the frontage sidewalk on the site plan to reflect at least an eight-foot width.
 - Modification of the pedestrian access approach from the sidewalk on the sidewalk to provide direct and protected access for guests to the primary entrance of the elevated lobby level.
 - Relocation of delivery vehicle spaces to the service elevator area, or modification of the loading space area to provide the ability for delivery vehicles to back up on the site without entering the sidewalk or Gulf Boulevard roadway with the maneuver, as viable.
 - Expansion of the landscaping buffer along the game room building frontage to provide at least eight feet or depth to the buffer with appropriate canopy or under-story trees placed at least every thirty feet, and modification of the impacted parking area to meet code requirements.
 - Preliminary identification of the two green building standards to be pursued subject to LDC Sec. 39.9., including identification of any exterior site improvements necessary to achieve such certification.
 - If necessary, a draft pedestrian access sidewalk easement, prepared to the satisfaction of the Florida Department of Transportation (FDOT) and the City of St. Pete Beach. The easement shall be of sufficient size to allow the sidewalk along the property frontage to expand to at least eight feet in walkable width as specified in Condition 7)b., except where approved driveway connection(s) cross the property line.
 - A draft covenant or other legal instrument deemed appropriate by the City Attorney providing for maintenance responsibilities of landscaping and common area elements deemed to be public

benefits of the project, including but not limited to the pedestrian promenade, frontage sidewalk, landscaping, pedestrian amenities, and lighting elements, to ensure that condominium conversion does not release any maintenance responsibilities of private elements to the City or other public entities, and to ensure that the promenade continues to function as a publicly-accessible benefit.

- i. Preparation of a Declaration of Unified Site Plan Covenants or alternative document determined by the City Attorney to be sufficient to declare that the entire property is regarded as, and declared to be unified under one indivisible building site, also known as a zoning lot for the purposes of development as defined in Division 2, Section 2.1 of the Land Development Code of the City of St. Pete Beach; and (ii) constitutes a single zoning lot for the purposes of development.
- j. Preparation of a unified sign plan for the site, including reference to signs at the promenade entrances from Gulf Boulevard demonstrating the promenade as a publicly-accessible feature.
- k. Identification on the site plan of easements necessary to accommodate aerial utility undergrounding and placement of associated above-ground elements at the property frontage, including installation of sufficient landscaping to provide adequate screening of said elements pursuant to requirements of Land Development Code Divisions 22 and 39, following consultation with the City Manager or designee.
- l. A draft easement document, prepared to the satisfaction of the City Attorney, to execute the utility undergrounding referenced in 6)k. preceding.
- m. A plan for the storage of unsecured outside furniture, equipment and vessels, including but not limited to tables, chairs, and water sports equipment, at time of issuance of a tropical storm or hurricane watch.

8) Prior to Certificate of Occupancy for the subject lodging tower, the applicant shall provide the following:

- a. Construction of a sidewalk of at least eight feet of walkable width if curblin landscaping shown on the site plan is installed, or ten feet if the curblin landscaping is not installed, across the front of the property and adjacent right-of-way as demonstrated on the conceptual site plan.
- b. Transference of a pedestrian access easement to the FDOT, as requested. for any portion of the sidewalk referenced in Condition 7)b.. that extends onto the subject property.
- c. Installation of frontage landscaping of at least eight feet in depth across the front of the site, except where approved accessory elements of the mini golf course and pedestrian walkway and seating areas are already demonstrated, subject to the requirement of condition 6)e. above.
- d. Installation of all landscaping, irrigation, and other requirements of LDC Division 22 and 39, including installation of plant material as depicted in the conceptual site plan set as may be amended.
- e. Final certification from the reviewing agencies for achievement of the two green building standards selected from LDC Sec. 39.9., unless it can be demonstrated that such certification is guaranteed to be met contingent upon final administrative review of the project by outside agencies, and that all such improvements necessary for such certification have been completed.
- f. Implementation of the pedestrian promenade and frontage pedestrian amenity areas in generally the same location, and with the same general width to the pathways, as reflected on the conceptual plan.
- g. Execution and recording of the legal documents and easements listed in Condition 6, above, following acceptance by the City, with timing of execution and recording to be determined in consultation with the City Manager or designee at time of site plan review.

9) The applicant shall provide to the City a proportionate cost, not to exceed \$30,000 of future planning study/documents for the fire department to ensure a continued appropriate emergency services level for the residents and visitors of St. Pete Beach. This payment shall be collected when the study is approved to commence.

The first such study/document, anticipated to be completed during 2025, will be a Comprehensive Master Plan.

A Master Plan is an organizational planning document that draws from public engagement as well as a thorough assessment of the operational environment to frame resource allocation decisions. Organizations of all types utilize these documents to proactively guide decision-makers and to develop effective strategies to address challenges related to sustainability, funding, and resource allocation. This document will include specific areas such as service demand trends that will analyze items such as concurrency.

Resort Development: Operational and Design Requirements

- 10) To ensure that the accessory uses of the site function as permitted under the Land Development Code, the operation of any accessory amenity of the development, including but not limited to the mini-golf course, pools, game room or seating area, or Class A docks, shall be permitted and licensed only after the issuance of a Certificate of Occupancy for the primary lodging building.
- 11) The pedestrian promenade, as shown through the conceptual architectural plan, shall be considered a minimum passive amenity of project approval and be maintained as publicly-accessible by the owner for the life of the development. If modified or limited, the promenade shall continue to provide public access for walking, seating and viewing along the property's waterfront in the same general location and with the same walkway width as shown on the concept plan, and direct access from the property frontage to the waterfront promenade shall be maintained. All modifications to the promenade location or width shall be reviewed through site plan permitting, and returned to the City Commission at the discretion of the City Manager or designee.
- 12) There shall be no night swimming or night operations of the feature pool amenities without amendment of this Conditional Use Permit. The feature pool and associated water slide amenities shall not operate or be occupied by guests between 30 minutes following sunset and sunrise of the following day.
- 13) Any significant alteration to the exterior color, façade material, massing, or window or feature placement, at the discretion of the City Manager, may require this request to be returned to the City Commission for reconsideration. These criteria shall be in addition to those listed in Land Development Code Section 4.10.
- 14) All deliveries shall take place on site, with no deliveries to the lodging development or other buildings occurring from the center lane of Gulf Boulevard.
- 15) The Class A dock slips shall be permitted mooring of paddle boards, peddle boats, and other non-motorized water sports equipment for commercial rental purposes, except that slips may be reserved for the mooring of visiting customer vessels. Any introduction of motorized watersports equipment, including but not limited to jet skis, operation of motorized amenities from the dock such as charters, or function of the slips for long-term storage of vessels, shall require amendment of this Conditional Use Permit.
- 16) The applicant shall prepare renderings that preserve the same isometric orientation as those submitted for the conditional use permit for review at the relevant building permit stage, which shall be made a requirement of permit issuance for the corresponding stage(s). These renderings shall be substantially similar to the renderings submitted and reviewed by the City Commission at the approval hearing, and shall reference any changes in building massing, scale, ornamentation, planar offsets, façade materials or colors, changes in total window or architectural decoration percentages, or landscaping, between the renderings submitted for the CUP and those submitted for the building permit. Any significant deviations between the CUP and building permit renderings, as determined by the City Manager, shall require the plans to be returned to the City Commission.
- 17) At time of permitting, the applicant shall supply the city and county emergency managers with a Hurricane Closure and Evacuation Plan that adequately details how the lodging use will evacuate guests prior to evacuation notice for Zone A residents. This plan may be negotiated if needed to achieve the intent of the city's Comprehensive Plan and Sec. 5.2.2. of the Forward Pinellas Countywide Rules. Within 90 days of certificate of occupancy, or prior to the first day of hurricane season if the new lodging development is proposed to open within 90 days of hurricane season, the applicant shall record a legally-

enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center.

- 18) In instances where the applicant requires off-site improvements that involve the placement of new utility structures, the applicant shall be responsible for installation and maintenance of the structures' landscaping screening in compliance with Land Development Code requirements.

Resort Development: Landscaping Requirements

- 19) The quality, density, and amount of landscaping shown in the conceptual site plan shall be the minimum installed. At least 50 percent of the trees installed on the site shall be Florida friendly as defined by the UF Florida-Friendly Landscaping Program, or other organization catalog of similar authority, and no Class II invasive plantings shall be permitted. All existing invasive vegetation on the site shall be removed prior to certificate of occupancy. Unless it would cause conflicts with existing utilities or other critical public infrastructure, any tree installed within the front buffer shall be a minimum of twelve feet in height and three inches in caliper measured 4.5 feet above the ground at time of planting. Front buffer plantings that produce substantial shade shall be preferred where viable, particularly around the pedestrian amenity areas.
- 20) The applicant shall establish and maintain connection to the public reclaimed water system for landscaping irrigation, and such usage shall be metered. The irrigation system shall include pressure-regulated systems and there shall be monitoring devices installed to address leaks from lines and equipment.
- 21) The applicant shall demonstrate compliance with the relevant requirements of LDC Sec. 39.10., 39.11., 39.12., 39.13., and 39.14., which relate to site design and improvements, at time of site plan issuance. The applicant shall demonstrate compliance with relevant requirements of LDC Sec. 39.7. and 39.8., which relate to building design, at time of building permit issuance. The development shall also comply with relevant provisions of LDC Sec. 39.5. and 39.6., pertaining to lodging operation standards and general operational and aesthetic requirements, at relevant parts of the permitting and operations process. These standards are in addition to other standards imposed within the property's zoning district, parking requirements, and other requirements of the LDC and Comprehensive Plan.
- 22) Along the portion of the side property line that abuts the feature pool, the applicant shall install and maintain a screen of at least six feet in height comprised of at least one of the following: a) sound-attenuating fencing; b) hedges like viburnum or similar, or; c) other sound-reducing materials that can be demonstrated through product specifications or studies to reduce pass-through sound levels by at least 15 decibels and that complement the proposed landscaping design.

Resort Development: Site Improvement Requirements

- 23) The applicant shall install and be responsible for the provision and emptying of trash cans along the pedestrian promenade. At least one trash can shall be installed every 150 feet.
- 24) All pedestrian pathways, surface parking spaces, and other paved non-structural surfaces shall be installed with permeable pavers, concrete or asphalt, turf block with interspersed vegetation, or similar except where accessibility or building or fire code requirements require impermeable surfaces. These areas shall be maintained so the surface continues to provide permeability, and the city may request periodic maintenance updates from the applicant if necessary to ensure the intent of this condition prevails.
- 25) The applicant shall provide payment to the City or FDOT for the cost of the short- and mid-term solutions identified in the Gulf Boulevard Safety Study, as adopted through Resolution 2024-05 or subsequently amended, that are in the right-of-way in front of their development's street frontage. Payment shall be based upon any improvement that is not provided by the applicant during the development process. This fee shall be independent from and unaffected by any multimodal impact fee adjustment that may be referenced in Chapter 150 of the Pinellas County Code of Ordinances or FL Stat. 163.3180.
- 26) The applicant is responsible for the actual and documented cost of any off-site improvements necessary to accommodate their increased sewer flows, as determined by the City manager or designee. No building permit associated with this request may be issued until such improvements have been identified

and corresponding payments or improvements have been provided. The applicant shall be responsible for the cost of the upgrade(s) required, which the City shall perform.

- 27) The positive finding of the applicant's demonstrated ability to financially and technically complete the improvements and mitigation necessitated by the development is exclusive within the scope of this approval and is not transferrable by right to another applicant except by authorization of the City Commission. Should the property sell during the scope of development requested herein, or change developers, the City Commission retains the right to request reevaluation via public hearing of the new applicant's capacity to complete proposed improvements pursuant to LDC Sec. 4.4.(a)(6).

Resort Development: Energy and Environmental Requirements

- 28) All roof areas not otherwise utilized as customer spaces shall be planted with green roofs, utilize cool roof materials, or be undertaken with similar improvements that reduce energy demand and/or reduce the heat island effect.
- 29) The frontage fountain and any other accessory water feature shall utilize rain and leak sensors to mitigate water loss.

General Conditions

- 30) Any violation of the above-stated conditions will allow the City Commission to rescind or modify the Conditional Use Permit as it pertains to the request under which the condition is classified.
- 31) The City Commission may review the Conditional Use Permit periodically to determine whether the order is in compliance with the terms and conditions herein.

Motion Options

Motions should be made separately for all three of the items contemplated in this report:

- 1) Motion to [approve/approve with modification/deny] Resolution 2024-12.
- 2) Motion to [approve/approve with conditions/deny] Variance 24058.
- 3) Motion to [approve/approve with modification/deny] Ordinance 2024-08.

CONDITIONAL USE APPLICATION

Applicants must acknowledge understanding of the following. Initial each of the statements below. If you do not understand any of these, staff will explain them to you.

I understand that the City will not accept or process an incomplete application.

I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a conditional use. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a conditional use.

On all conditional uses, a majority vote is required. Action on this application by the City Commission may be continued to a later meeting.

I understand that if a conditional use is approved by the City Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the City Commission becomes voided.

I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be grounds for revocation of the permit.

I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.

After acknowledgement of these conditions, complete the application form on the following pages

Signature of Applicant

Date _____

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org



CONDITIONAL USE APPLICATION

Case Number: 23085

PROPERTY OWNER: Sungold LLC

Name: Beth Morean

Address: 3618 El Centro St

City: St. Pete Beach State: Florida

Zip: 33706 Telephone: Not disclosable

Email: Not disclosable

APPLICANT/AGENT (Attach agent authorization form)

Name: John A Bodiak, Architect

Address: 5665 Central Ave

City: Saint Petersburg State: Florida

Zip: 33710 Telephone: 727-327-1966

Email: jack@jabodziak.com

SUBJECT PROPERTY:

Address: 3815, 3855, 3859 & 3861 Gulf Blvd Current Name of Business: N/A

Parcel ID: 07-32-16-07398-001-0170

07-32-16-07398-001-0230

07-32-16-18143-001-0010

07-32-16-18143-001-0020

Name of Project: Windward Pass Resort

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

See Exhibit "B" attached hereto.

Signature of Applicant/Agent

Date

9-30-2024

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

See Exhibit "B" attached hereto.

1. LDC Sec 4.4(a)(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

See Exhibit "B" attached hereto.

2. LDC Sec 4.4(a)(2)a-d Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:

- a. Whether the overall appearance and function of the area will be significantly affected. consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

See Exhibit "B" attached hereto.

- b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);

See Exhibit "B" attached hereto.

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

- c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

See Exhibit "B" attached hereto.

- d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

See Exhibit "B" attached hereto.

3. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);

See Exhibit "B" attached hereto.

4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);

See Exhibit "B" attached hereto.

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

See Exhibit "B" attached hereto.

6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,

See Exhibit "B" attached hereto.

7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

See Exhibit "B" attached hereto.

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.

See Exhibit "B" attached hereto.

2. Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.

See Exhibit "B" attached hereto.

3. Hydrological features and storm water management infrastructure.

See Exhibit "B" attached hereto.

4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.

See Exhibit "B" attached hereto.

5. Site landscaping, open space provision and impervious surface limitations.

See Exhibit "B" attached hereto.

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.
See Exhibit "B" attached hereto.
7. Fire suppression and facility security.
See Exhibit "B" attached hereto.
8. Emergency management and hurricane evacuation provisions.
See Exhibit "B" attached hereto.
9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:
 - a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and
 - b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

See Exhibit "B" attached hereto.

Community Development Department
City of St. Pete Beach, Florida

Page 713 of 897



PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, John A. Bodziak, Architect, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): John A. Bodziak, Architect

Address: 743 49th Street N, St. Petersburg, FL 33710

[Signature] October 16, 2023
Signature Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 16 day of October 20 23 by John A. Bodziak, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission expires: 10-22-2023



[Signature]
NOTARY:
Print Name: Cynthia D. Armsden
Notary Public, State of Florida
(Notarial Seal)

CITY OF ST. PETE BEACH, Community Development Department
155 Corey Avenue, St. Pete. Beach, Florida 33706, 727-367-2735 www.stpetebeach.org

DEAR APPLICANT:

PLEASE COMPLETE THE ATTACHED AFFIDAVIT WHEN PUBLIC HEARING DATES HAVE BEEN DETERMINED FOR YOUR APPLICATION. PRESENT THE COMPLETED NOTARIZED AFFIDAVIT TO COMMUNITY DEVELOPMENT AND YOU WILL BE GIVEN THE SIGN(S) TO POST ON THE SUBJECT PROPERTY.

It is your responsibility to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the public hearing. The sign(s) must remain in place until the requested action has been heard and decided by the City Commission, Planning Board, Board of Adjustment, Historic Preservation Board or withdrawn. Multiple sign postings cannot be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

You must maintain the sign(s) in good readable condition. If the said sign is destroyed, lost, or becomes unreadable, you or your representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's representative not later than 24 hours following the final decision by the City Commission, Planning Board, or Board of Adjustment, Historic Preservation Board.

A Notary Public is available in City Hall; 155 Corey Avenue.

Exhibit "A"

Resort Name	Property Owner	Property Address	City, State Zip	Parcel ID	Vesting Deed Information
Sand Cove	SD-SAND COVE LLC, an Indiana Limited Liability Company	3813 GULF BLVD	St. Pete Beach, FL 33706	07-32-16-07398-001-0240	OR 22227, Page 856
Bella Marguerite	BELLA MARGUERITE CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Organization	3805 Gulf Blvd.	St. Pete Beach, FL 33706	07-32-16-06361-000-0001	OR 16008, Page 1428
Sanseair	SANSEAIR INC, a Florida Not for Profit Corporation	3820 Gulf Blvd.	St. Pete Beach, FL 33706	07-32-16-78651-000-0001	OR 4213, Page 1025
Long Key Beach Resort	LONG KEY BEACH RESORT INC, a Florida Profit Corporation	3828 GULF BLVD	St. Pete Beach, FL 33706	07-32-16-07380-000-0250	OR 10144, Page 1001
Beach House Suites	HHR BEACH HOUSE LLC, a Delaware Limited Liability Company	3860 GULF BLVD	St. Pete Beach, FL 33706	07-32-16-07380-000-0170	OR 19524, Page 1969
Palm Crest Resort Motel	PALM CREST RESORT MOTEL INC, a Florida Profit Corporation	3848 GULF BLVD.	St. Pete Beach, FL 33706	07-32-16-07380-000-0230	OR 10131, Page 1645
The Dunes on the Beach	THE DUNES ON THE BEACH CONDO ASSN INC, a Florida Not for Profit Corporation	3910 GULF BLVD.	St. Pete Beach, FL 33706	07-32-16-23564-000-0001	OR 13643, Page 2585
Sun Harbor	SUN HARBOR CONDO ASSN OF ST PETE BEACH INC, a Florida Not for Profit Corp	4103 Gulf Blvd.	St. Pete Beach, FL 33706	07-32-16-86485-000-0010	OR 19885, Page 0265

EXHIBIT "B"

Conditional Use Application Narrative

Property Information

The property includes parcel identification numbers:

07-32-16-07398-001-0170

07-32-16-07398-001-0230

07-32-16-18143-001-0010

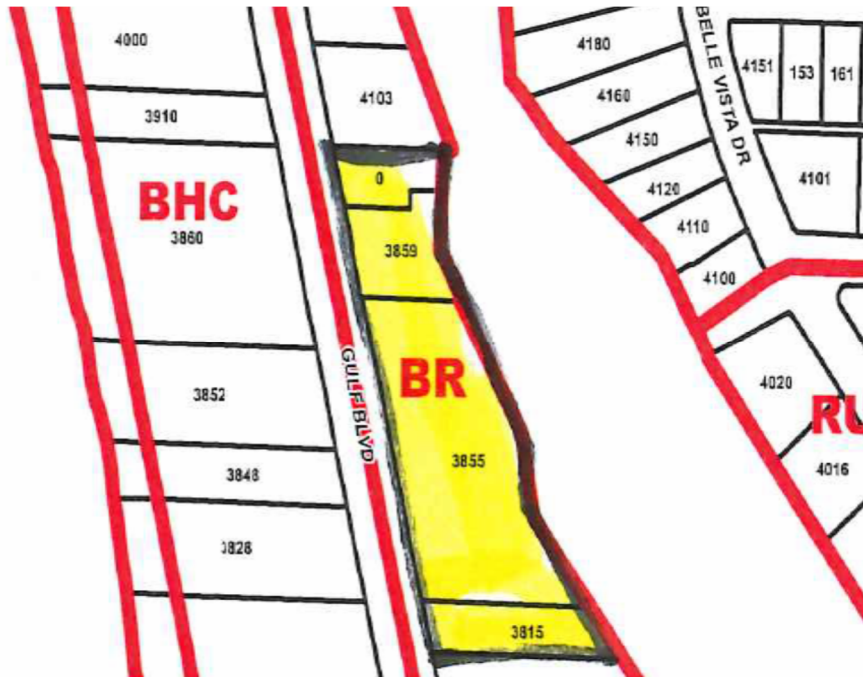
07-32-16-18143-001-0020

(collectively, the "**Property**"). The Property is comprised of +/- 2.67 acres located along Gulf Boulevard. The Property is located in the City of St. Pete Beach (the **City**). The Property is zoned Bayou Residential, and the Future Land Use category of the Property is also in the Bayou Residential District.

Aerial Image



Zoning Map



Future Land Use Map



Conditional Use Request

The applicant request a Conditional Use Permit ("**CUP**") as follows:

1. Permit development of 104 transient accommodation units and (12) Marina Slips with Paddle Boards, Pedal Boats Rentals, a small Feature Pool with Water Slide and Lazy River, located to sound shelter from Residential. A Quiet Pool with Sun Shelf, Sun Decks and a Poolside Swim-up Bar. Miniature Putt-Putt Golf Course, Children's Game Room, on-site premium Restaurant, and Parking Garage on the 2.67 acres of the Property located East of Gulf Boulevard in accordance with Sec. 42.4.
2. Permit development of the Property at a building height 54 feet to Roof Deck above BFE elevation with allowances for decorative features and rooftop amenities in accordance with Sec. 39.5(h).

Property

The CUP approval would permit the Development of the Windward Pass Resort with One-hundred-four (104) new one (1) and two (2) Bedroom Transient Hotel accommodation units in five stories above parking with added additional accessory uses i.e.,
a (12) Marina slips with Paddle Boards, Pedal Boats Rentals, small Feature Pool with Water Slide and Lazy River, strategically located to sound shelter from Residential, Quiet Pool with Sun Shelf, Sun Decks, and a Poolside Swim-up Bar,
Miniature Putt-Putt Golf Course, a Roof Top Tiki Club, Children's Game Room,
On-Site premium Restaurant, Pedestrian Promenade around the perimeter of the Property with covered Seating Pods to enjoy Waterfront Views, all having Public Access, throughout the Property (the "**Project**").

The applicant proposes to develop the Property. Currently the Property is vacant.

Narrative

Waterfront Projects typically create a barrier of Parking and/or Landscaping, inhibiting intended view corridors and denying Public Access and Use of Resort Facilities. The Windward Pass Resort project creates use of it's Side Yard and Waterfront Setbacks providing and promoting continuous path for public access with low profile Side and Waterfront Walkways and Seating Areas, as well as creating extensive Resort Facilities not found within most Beach Communities.

The Design provided creates a with public access to Features and Seating Areas. Side Yard Setbacks have low profile features with pervious surfaces to underground Drainage Retention disguised under nonstructural elements respecting Side Yard open view corridors, more commonly filled with unattractive paved Parking Lots in the intended view corridor.

The 2.67-acre Windward Pass Resort Project is located within the 7.86 acres of the Bayou Residential District, as stated, the Site is a long but moderately narrow in places with 671 feet of Frontage on Gulf Blvd and 731 feet Fronting on McPherson Bayou.

The Project proposes very closely the type of development envisioned for the Bayou Residential District in the Comprehensive Plan. Development options are limited to primarily multi-family residential as a result of the lot depths; however, to encourage parcel assembly and a more unified redevelopment opportunity because of the district's direct access to Gulf Boulevard.

This development district was established "to encourage redevelopment in a physically constrained area that is primarily vacant" and be a "transition area between higher intensity commercial uses along Gulf Boulevard and lower density residential neighborhoods to the east". Our Project was intentionally designed with varying height in keeping with District guidelines and avoiding residential development overtaking the City's Gulf beaches "as it has in most other beach communities in the State."

The required Building setback of 40'-0" from Gulf Boulevard and all required setbacks have been maintained, as required on the proposed Plan.

The Project proposes a varying plan which the character district seeks. We have attempted to utilize the maximum allowable density as permitted for mixed use projects, since the four (4) parcels combined are greater than two acres, in order "to encourage more comprehensive and unified redevelopment, reduce trip generation, increase pedestrian linkages to neighborhood services and reduce curb cuts along Gulf Boulevard." All of which are specific stated goals of the Bayou Residential District.

The Project promotes all three policies of the Bayou Residential District as set forth below.

Policy 1: The Project includes aesthetically pleasing architectural design features that protect neighboring properties, and ensure facades are varied, are "aesthetically pleasing and relate to the human scale at ground level" on "both the street and waterside of buildings." The Project will include areas that shield support uses from the ground level. In addition, there are no monolithic structures or blank walls in the Project. From the street, the pedestrian experience will be greatly enhanced with a surrounding promenade, welcoming courtyard and lush landscaping.

Policy 2: Increased setbacks from Gulf Boulevard have been calculated for proposed building height.

Policy 3: Professional landscaping, designed to comply with the Land Development Code (the "LDC"), will be provided along Gulf Boulevard, within the Project, and at certain areas adjacent to the accessory uses.

The Project complies with all limitations set forth in the Bayou Residential District regulations.

The Project will comply with all impervious surface, height, buffering, and setback requirements. In summary, the Project is exactly the type of development the Bayou Residential District was designed to attract and complies with all requirements and/or limitations.

Conditional Use Application Responses

In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development ("LDC"). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. LDC Sec 4.4(a)(I) *Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.*

Response:

Waterfront Projects typically create a barrier of Parking and/or Landscaping within their Side Yard Setbacks, inhibiting intended view corridors and further denying Public Access, Views and Use of the Resort Facilities. The Windward Pass Resort project has exceptionally large (65ft) Setbacks which preserves exceptional Views and creates access Paths for continued Public enjoyment of the Property. Its Side Yard and Waterfront Setbacks provide and promote a continuous path for Public Access while preserving low profile Side Yard Areas, Public Waterfront Walkways with Seating Areas, as well as creating a new and accessible Resort Facility not typical within the Pinellas County Beach Communities.

The Design provided **creates and preserves** a Public Waterfront Access to Features and Seating Areas. Side Yard Setbacks have low profile features with pervious surfaces to underground Drainage Retention under nonstructural elements, that respect and create Side Yard open view corridors, not Setbacks filled with unattractive paved Parking Lots blocking access and view corridors.

This Site is located in the Bayou Residential District is a long and moderately varying width of land containing 2.67 acres with 671 feet of Frontage on Gulf Blvd and 731 feet Fronting on McPherson Bayou.

This proposed Project is a transitional area between numerous Beachfront high intensity commercial uses along Gulf Boulevard and lower density residential neighborhoods across the Bayou to the east. Our proposed Project is **not a High-Rise** development, but a 104 Unit Condo-Hotel Project designed at under 54'-0" above the Base Flood Elevation to the Roof Deck.

The required building setback of 40'-0" from Gulf Boulevard features Public Park with Fountains, Landscaping and, instead of allowable Parking. All required other setbacks have been maintained on the proposed Plan.

This Mixed-Use Project encourages more comprehensive and unified development, providing a "Destination Location", reducing trip generations, increasing neighborhood pedestrian linkages with a Public Waterfront Promenade, and one curb cut along Gulf Boulevard.

There is an existing Drainage Easement, to the Bayou, that we have discussed, with Engineering upgrading and relocating to accommodate our proposed Plan. We are presently in contact with F.D.O.T. in this regard.

As planned, it proposes a 104 Unit Transient Condo Hotel with a proposed Marina along the publicly accessible Waterfront Boardwalk and full Hotel Amenities with 175 Parking Spaces which have been created in a Parking Garage to avoid parking in the Setbacks, protecting view corridors.

The designer attempted to use the unusual shape and length of the site without Variances, within the maximum allowable height and setbacks of the prescribed building envelope. This approach created a building of visually pleasant proportions without use of an overwhelming and imposing building mass.

The Strong points of this are:

1. Proposed Design within Maximum available Building Height at 54'-0" above BFE.
2. Creation of Public Waterfront Access through large Setbacks creating expansive View corridors.
3. Public Waterfront Promenade around Site perimeter with Dockside Seating Pavilions and Seating areas.
4. Public Access within Land Uses and Public Courtyard with Public Park Areas Settings along Gulf Blvd.
5. A Marina with Public, as well as Hotel Access.
6. A complete Full-Service Facility Resort with Resident accessibility.

Our Plan Use is consistent with the goals, objectives, and policies of the City's Comprehensive Plan. The proposed Development provides a public engagement process focusing on use of Site perimeter and Seating Areas within the resort/destination environment while providing and preserving Public Access and enjoyment of the perimeter Areas and Waterfront, as well as unique Facilities and accessible Waterfront.

We are one of the fastest growing regions in the United States. According to a study conducted by **Forward Pinellas**, Pinellas County's population is projected to increase significantly between 2023 and 2050. The county has experienced substantial growth over the past decade, with approximately **42,610 new residents**. The surrounding cities and parts of unincorporated Pinellas County have exhibited the highest rates of growth, often without engagement of Public Access.

We are seeking to provide Visitors and existing Residents with Use of Waterfront Access typically disappearing, by not creating a barrier to Public enjoyment and providing Use of updated Facilities usually not openly accessible in existing Resort Facilities.

2. LDC Sec 4.4(a)(2)a-d Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:

- a. Whether the overall appearance and function of the area will be significantly affected. consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

Response:

The proposed Resort Facility is surrounded to the South and West with Facilities that match or exceed the proposed height. However, the Setbacks on surrounding Facilities are minimal, and are generally preventing **and denying Public Access and often not providing View Corridors** of any reasonable nature.

When most new Projects are constructed, Public Access and enjoyment of the Property and its Facilities is limited or denied.

- b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);

Response:

There are no City, State or Federally designated Historic, Scenic, Archaeological, or Cultural resources found on this Site.

- c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

Response:

The Site is bordered by the varying adjacent developments:

- **To the East**, approximately 200 ft to 300 ft away, across the McPherson Bayou, there are two-story and three-story Single-Family Residences, which are generally non-FEMA compliant. There is a perimeter promenade with landscaped planters and Seating Areas. The hotel building is strategically situated to shield the residents from sound from the small Waterpark, with fencing and Landscaping to assist in reducing and minimizing any noise disturbance to the Bayou residents who are presently exposed to Parking and high-level Traffic noise from Gulf Blvd..

- **To the North**, the properties are somewhat narrow and have dated one-story and two-story Commercial and Mixed-Family Structures facing the Bayou with extremely limited View Corridors. The proposed development is buffered to the North with fencing, Landscaping and Promenade within the 65'-0" Building Setback.
- **To the West** are two (2) 2-story Gulffront Motels, a 12-story Condominium complex, a 6-story Hotel and a one-story Restaurant. The proposed development allows for open water views and Gulf Blvd Public Access to landscaped green space with the proposed Courtyard introducing human scale and a place for pedestrians to rest and enjoy.
- **To the South**, the adjacent Building is a dated 5-story Apartment Building. The proposed development is Buffered with Fencing, a 5'-0" walkway and a 5'-0" wide Landscaped buffer within the 65'-0" Building Setback.

d. *Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;*

Response:

The proposed Resort Facility has been designed to eliminate existing noise, dust, fumes, smoke and glare of lights, and minimize significant adverse impact on livability and Use of nearby properties. It will be the first new Facility compliant with latest FEMA Regulations and all recent required enlarged Setbacks, environmentally compliant Facility as to dust, fumes, smoke, glare and odors.

The Valet and Structured Parking create a vehicular access layout. Restricted Operating Hours will also avoid problems with vehicular traffic, trucks, deliveries and control of outside activities, litter, as well as privacy and safety issues.

3. *Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety (a traffic study may be required);*

Response:

The proposed Plans provide in excess of the required Parking for all proposed Uses and there are presently no factors as to street capacity, access or level of service proposed, which would push transportation and recently upgraded utilities beyond capacity.

The Site has been licensed by City and used in recent years as an unlandscaped, dusty, and poorly maintained Parking Lot with multiple outdated Gulf Blvd access.

4. *Whether the minimum off-street parking area required, and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely (please provide current and proposed number of parking and loading spaces);*

Response:

Parking, loading, truck, and service access meets and in fact, substantially exceeds City requirements. Also, replacing an unpaved and hazardous Parking Lot with Code compliant Facilities which have professionally controlled parking, truck and vehicular access. As proposed, 175 Parking Spaces (replacing at times, over 200 spaces on dirt-based Parking) is an improvement over a non-compliant poorly controlled existing Use.

Also, the ability for adding additional Parking above required, may be a rare occurrence in the future.

5. *Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;*

Response:

Maintaining existing conditions is not in the interest of the public, nor is it compatible with any FEMA Public Health, Safety and Environmentally Mandated Codes, Regulations, or standards and allows the Owner to utilize a Site within allowable Codes, which presently meets and provides no compliant Public Health or Welfare conditions to be preserved or which are compatible to surrounding conditions.

The proposed Facility would be compliant to and improve on **all of these** standards.

6. *Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision of such improvements and mitigation; and,*

Response:

Applicants and Landowner are financially, technically, and professionally capable of completing all required elements of Construction and Operation of the proposed improvements.

7. *The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.*

Response:

The proposed Use complies with, exceeds, and provides elements that comply and exceeds all applicable Requirements and Regulations of the City of St. Pete Beach, as outlined in the applicable BR Zoning.

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. *Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services.*

Response:

We have confirmed availability of Utility Infrastructure, Sanitary, Reclaimed Water, Potable Water, Electric and Natural Gas Services, and Data Transmission and Telecommunication Services with our Civil Engineers and City Records and Officials.

2. *Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.*

Response:

The proposed project has been designed with a single controlled access and meets or exceeds all transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the Site, design and function of Parking Areas (which exceed required minimums), loading and unloading areas, Pedestrian Transit Infrastructure and Amenities, and Public Sidewalks and Waterfront Walkways, Public Parks and Landscaped Areas buffering the roadways, instead of attempting to utilize those areas internally.

3. *Hydrological features and storm water management infrastructure.*

Response:

There are presently no hydrological, Stormwater or dust controls on this vacant underutilized Site. The Site Developer and their Civil Engineer will provide a complete and compliant Storm-Tech Water Retention System consisting of the latest underground Storm-Tech System.

4. *Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.*

Response:

The proposed building can be characterized as a contemporary take on traditional styling, with the restrained expressions of clean lines and unadorned surfaces. Finishes incorporating stucco finish, with Stone decorative feature panels, articulation of the fenestration using balconies, tinted glass and other finish treatments commonly found in traditional contemporary vernacular which adds to the visual interest. Building colors mimic beach tones of cool blues, light greens, and whites resulting in a calming aesthetic

5. *Site landscaping, open space provision and impervious surface limitations.*

Response:

Pursuant to **Sec. 42.8.** of the **LDC**, the maximum Impervious Surface Ratio (ISR) for all other uses, other than residential Uses: 0.85.

The proposed Landscaping and Recreational Uses located in the Side Yard Setbacks are not invasive or Impervious as is the usual case, since Parking and paved Areas are often utilized in adjacent properties' Side Yard Setbacks.

The proposed Development's Site Landscaping and Open Space provision offers restorative areas. Public Access to green space and open water views can assist in reducing the stress of high-density living. The proposed perimeter Promenade and Courtyards introduce a place for pedestrians to rest and enjoy.

6. *Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.*

Response:

The hours of operation for all outdoor Food Service will vary in openings from 8:00am to 9:00am and will end at 10:00pm. Indoor Food Service hours of operation will conform to Industry Standards, Room Service from 6:00am to 10:00pm. Typically, Food Service and Indoor Bars 11:00am to midnight.

Music will be limited and controlled to meet all City Standards as to noise volume and hours of operation.

7. *Fire suppression and facility security.*

Response:

Fire suppression - the building will be equipped with the latest premium Fire Sprinkler Systems, and top-of-the-line Fire Alarm Systems which includes (even though the building is not a High-Rise) the latest Fire Communication System in Stair Towers, as typically found in High-Rise construction.

Facility Security - will begin with Professional Valet Control of On-Site Traffic with the assistance of Security Patrolling under Hotel Management by a designated 24-hour Security Officer, and Video Security Observation transmitting to multiple locations.

8. *Emergency management and hurricane evacuation provisions.*

Response:

The proposed Building will become one of the few new FEMA-compliant Buildings on the Gulf Beaches designed to the most effective new Codes as to Building Elevation, Construction, Wind Mitigation, Flood Proofing, and a Storm Management plan, all of which will be part of the Safety and Emergency Management Plans, absent from most of the existing functionally outdated non-compliant Beach Buildings.

9. *For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:*

- a. *The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and*

Response:

The proposed Building Facility is separated from existing Buildings adjacent to the

North and South by a 65'-0" Side Yard Setback at each Side Yard. The adjacent Buildings have minimal Side Yard Setbacks.

The Buildings across Gulf Blvd are a minimum of 100 feet away from the proposed Development's Western property line. The Single Family Residential to the East across McPherson Bayou, at its closest, is a minimum of approximately 200 feet from the proposed Facility.

- b. *The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.*

Response:

We are not a Gulf front project. The Florida Coastal Construction Control Line is approximately 350 feet to the West of our most Westerly Property Line, and across Gulf Blvd.

Conditional Use Request Code References Submitted via Response Letter (11/06/24)

1. ***Class A - commercial docks (LDC Sec. 42.4.(b))***
2. ***Temporary lodging use (LDC Sec. 42.4.(d))***
3. ***Roof dining and drinking (LDC Sec. 42.4.(h))***

Sec. 42.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the Bayou Residential District are as follows.

(b) Docks, commercial: Class A

In keeping with:

*Pinellas County, Florida - Code of Ordinances Chapter 58 - ENVIRONMENT
ARTICLE XV. - WATER AND NAVIGATION REGULATIONS, Sec. 58-501. –*

Definitions:

Commercial dock, class A means any dock, pier, wharf, or mooring field used in connection with a hotel, motel or restaurant and where the slips are not rented, leased or sold, but utilized as an enhancement to the principal function of the basic facility.

Response:

The Windward Pass Resort will be implementing Commercial Class A Docks as indicated in Sec. 5-501 Definitions where the slips will not be rented, leased or sold, but utilized as an enhancement to the principal function of the basic facility. After consideration of Public Comments and from Neighborhood across McPherson Bayou, we are no longer allowing a Jet-Ski Rental Facility in the Marina Space.

- (d) Temporary Lodging with or without a commercial component, awarded on a case-by-case basis, with evaluation through criteria specified in this Code, to come from the density pool established in the Comprehensive Plan (325 available units for potential use in the Town Center Core***

Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts).

Response:

The proposed Windward Pass Resort will not be seeking additional potential Units from the Density Pool and recognize that any Approval is subject to the provisions or restrictions contained within this Section and elsewhere within the Code..

- (h) *Outdoor dining and/or drinking areas that provide for outdoor music, or roof dining and/or drinking areas, except as permitted in [section 39.6\(f\)](#) of this Code, subject to [section 6.24](#) of this Code as may be applicable.*

Response:

See Responses to above referenced [Section 39.6\(f\)](#) and [Section 6.24](#) below.

Sec. 39.6. - Temporary lodging use operational and occupancy restrictions, limitations and prohibitions.

To ensure that temporary lodging use development authorized and approved within the Community Redevelopment District are built, function, operate, and are occupied exclusively as temporary lodging and adhere to mandatory closure and evacuation procedures, the following restrictions shall apply to temporary lodging use:

- (a) *No temporary lodging unit shall be occupied as a permanent residential dwelling unit.*

Response:

We Acknowledge that no Unit in the proposed Windward Pass Resort Development shall be occupied as a permanent residential dwelling unit and Units will be built, function and be occupied exclusively as temporary lodging Units and adhere to all applicable procedures and Codes.

- (b) *All temporary lodging units must be offered, advertised and occupied on a temporary basis for 30 consecutive days or less for temporary lodging guests and no more than 30 days cumulatively on an annual basis for a resort condominium unit owner to ensure that any temporary lodging use does not function as a permanent residential use. The thirty days is measured beginning on the first day of any occupancy until 365 days from that date. The city may require affidavits of compliance with this requirement from each temporary lodging use and/or unit owner. Seller of temporary lodging unit shall be responsible for advising the purchaser of this requirement. Any seller of a resort condominium project or temporary lodging unit shall record a covenant in the public records of Pinellas County, Florida, agreeing to said restriction prior to conveyance.*

Response:

Acknowledged and agreed that Occupancy and Use are restricted to thirty (30) days of less cumulatively an annual basis as a Resort Condominiums adhering to all temporary lodging occupancy restriction, limitations and prohibitions per Sec 39.6.

- (c) *Temporary lodging units shall not qualify or be used for homesteading purposes or home occupational licensing.*

Response:

Acknowledged. Units shall not qualify or be used for homesteading purposes or home occupational licensing.

- (d) *All temporary lodging units must be included in the inventory of units that are available within a temporary lodging use.*

Response:

Acknowledged. All temporary lodging units will be included in the inventory of units that are available for Occupancy and Rental within a temporary lodging use.

- (e) *Conversion of a temporary lodging unit to permanent residential unit shall be prohibited unless the conversion is in compliance with the density and intensity standards and regulations applicable to the property and all other required city approvals are obtained prior to the conversion and provided said conversion does not violate any other legally enforceable agreement or restriction, law or local ordinance prohibiting such conversion.*

Response:

There will be no conversion of temporary lodging units to permanent residential units.

- (f) *A temporary lodging use may include accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures, affordable housing or other workforce living accommodations, and other uses commonly associated with temporary lodging uses. New outdoor dining and/or drinking areas associated with accessory restaurants and bars shall be permitted to provide for outdoor music, provided that the area meets all of the yard requirements for the property and the property does not abut a single- or two-family residential development or a residential development outside of the Community Redevelopment District, in which case any new outdoor dining and/or drinking area shall require a conditional use permit subject to [Division 4](#) of this Code. Any new or expanded roof dining and/or drinking area shall also require a conditional use permit subject to [Division 4](#) of this Code.*

Response:

The temporary lodging accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures, including the outdoor dining and/or drinking areas associated with the accessory restaurants and bars that will provide outdoor music, will be in accordance with **Sec. 6.24**.

The proposed project development area meets all of the yard requirements for the property development. The property does not abut a single- or two-family residential development or a residential development outside of the Community Redevelopment District.

Applicant acknowledges that any new outdoor dining and/or drinking area shall require a conditional use permit subject to [Division 4](#) of this Code. Any new or expanded roof dining and/or drinking area shall also require a conditional use permit subject to [Division 4](#) of this Code and comply with all applicable regulations as to Music, Noise control, Licensing and Limits and Regulations per [Division 4](#) of this Code.

- (g) *Proper licensing, including occupational licensing, by the state, county and local government and agencies, shall be required of all temporary lodging uses through all applicable agencies that license hotels and motels prior to any certificate of occupancy being issued. All licenses must be kept current.*

Response:

Acknowledged. All applicable segments of the Licensing by the State, County and local Government Agencies.

- (h) *Temporary lodging uses shall be subject to all applicable tourist development tax collections.*

Response:

Acknowledged. Any and all temporary Uses will be subject to all applicable tourist development tax collections.

- (i) *All temporary lodging uses shall include a reservation system and a lobby/front desk area that is necessary to operate the temporary lodging facility and service its guests.*

Response:

The proposed temporary lodging project will include a reservation system and a 24 hour lobby/front desk area, and security as necessary to operate the temporary lodging Resort facility and properly service its guests.

- (j) *Temporary lodging uses must have sufficient signage viewable by the public designating the use as a temporary lodging use that also complies with local codes.*

Response:

The proposed Windward Pass Resort project will have sufficient Code compliant signage viewable by the public designating the use as a temporary lodging use which also complies with all local codes.

- (k) *The applicable local government may require affidavits of compliance with this section that includes reasonable supporting documentation that does not violate privacy laws for each temporary lodging use, guests and/or unit owners.*

Response:

Acknowledged. Any reasonable affidavits of compliance and/or supporting documents will be provided if required by local government.

- (l) *All temporary lodging uses shall comply with all county and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors prior to evacuation orders being issued for residents. The restrictions and procedures contained within the hurricane closure and evacuation plan shall apply to all on-site workforce living accommodations, as applicable.*

Response:

The proposed Windward Pass Resort project will comply with all county and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors in compliance with all evacuation orders being issued for residents.

- (m) *The restrictions set forth above shall be made a condition of site plan approval.*

Response:

Acknowledged. All Conditions, Responses and Restrictions outlined in this Response and applicable Codes and Regulations will be a condition of Site Plan Approval.

- (n) *The restrictions set forth in subsections (a), (b), and (d) relating to prohibitions on conversion or use of a temporary lodging unit as a permanent residential dwelling shall be contained in*

a covenant or other legally enforceable recordable instrument that shall be approved as to content, form and legality by the city and shall be recorded in the public records of Pinellas County at the time of building permit approval.

Response:

Acknowledged. The restrictions set forth in subsections (a), (b), and (d) relating to prohibitions on conversion or use of a temporary lodging unit as a permanent residential dwelling shall be contained in a covenant or other legally enforceable recordable instrument that shall be approved as to content, form and legality by the city and shall be recorded in the public records of Pinellas County at the time of building permit approval.

- (o) *All large-scale development and redevelopment projects approved under scenario 2 as defined under Permitted Uses & Standards for the Large Resort character district category may be required to provide an easement to the city for unimproved public access landward of the mean high-water line to provide a continuous, uninterrupted pedestrian beach system along the Gulf of Mexico prior to a building permit being issued.*

Response:

N/A. The proposed Windward Pass Resort project is not located in the Large Resort character district.

- (p) *All new temporary lodging uses that exceed 50 feet in height or a density greater than 30 units per acre shall be required to obtain a conditional use permit pursuant to [Division 4](#) of this Code.*

Response:

Acknowledged. We recognize that the requested Conditional Use Permit will require obtaining a Conditional Use Permit per [Division 4](#) of this Code.

Sec. 6.24. - Outdoor dining and outdoor drinking areas.

A full or limited-service restaurant may establish an outdoor dining area and a bar/lounge may establish an outdoor drinking area pursuant to the requirements of this section or as outlined within each zoning district. If an outdoor drinking and/or dining area is required to obtain conditional use approval as outlined in the zoning districts herein, it shall be pursuant to the review and approval procedures provided under [Division 4](#) of this Code. If public consumption of alcohol is proposed to occur on any public street, sidewalk or private sand beach area in connection with the outdoor dining or outdoor drinking area, approval by the city commission is required pursuant to [Chapter 6](#) of the City Code of Ordinances. Provided, however, that the regulations below shall not apply to outdoor dining or drinking approved in tandem with a City parklet program permit, nor shall specified regulations apply when temporarily waived by the City Commission while the City is under a state of emergency.

(a) General requirements.

- (1) All outdoor dining and outdoor drinking areas located on private property shall comply with the following requirements:*

- a. A landscape buffer and opaque wall or fence constructed at the maximum height allowed by this Code shall be required along the lot line of any yard containing an outdoor dining or outdoor drinking area when the lot line of said yard adjoins a property that is occupied by a residential use to effectively screen and mitigate external impacts as determined through the conditional use permitting process.*

Response:

A 5'-0" landscape buffer, and a Public 5'-0" promenade walkway with a 6'-0" high opaque fence is proposed along the North and South Side Yards, which adjoins property to the North and South occupied by residential use, to effectively screen and mitigate external impacts.

- b. *Outside food and beverage consumption shall not extend beyond the permitted area.*

Response:

Acknowledged. Outside food and beverage consumption will not extend beyond the permitted area.

- c. *No outdoor food preparation is permitted.*

Response:

Acknowledged. No outdoor food preparation is proposed.

- d. *Suitable protective barriers shall be installed when an outdoor dining area or outdoor drinking area is located adjacent to a vehicular use area as determined by the building official.*

Response:

Acknowledged. Although none appear on the Plans, Suitable protective barriers are reflected installed and will be with City Approval when and if a future outdoor dining area or outdoor drinking area is located adjacent to a vehicular use area, as determined by the building official.

- e. *Upon the issuance of a tropical storm or hurricane warning, all tables, chairs and other equipment shall be securely stored inside.*

Response:

Acknowledged. Upon the issuance of a tropical storm or hurricane warning, all tables, chairs and other equipment will be securely stored inside.

- (2) *In addition to the above requirements, the following requirements shall be met for outdoor dining or outdoor drinking areas located within city-owned public right(s)-of-way:*

- a. *Outdoor dining or outdoor drinking areas shall only be authorized when adjoining sidewalk has a continuous minimum width of eight feet unless the Technical Review Committee determines that the area can be reasonably accommodated by a narrower sidewalk width.*

Response:

Acknowledged. No outdoor dining or outdoor drinking areas are proposed on City Right-of-Ways

- b. *A minimum four feet of contiguous and unobstructed corridor space must be maintained at all times to ensure a clear pedestrian passageway. The pedestrian passageway shall be a straight line, parallel to the building face and curb line, for the entire length of the outdoor dining or outdoor drinking area.*

Response:

Acknowledged. However, none are proposed within City Right-of-Ways.

- c. *The outdoor dining or drinking area shall not extend beyond the sidewalk frontage of the associated business establishment unless otherwise approved by the city commission.*

Response:

Acknowledged. None are requested or proposed.

- d. *All furnishings shall be of good design and made of quality materials and be maintained in a clean and attractive appearance and shall be in good repair at all times.*

Response:

Acknowledged. All of the proposed Windward Pass Resort project's furnishings will be of good design and made of quality materials and will be maintained in a clean and attractive appearance and will be in good repair at all times.

- e. *In addition to suitable protective barriers being installed, the interior perimeter around the outdoor dining or outdoor drinking area may be delineated using nonpermanent fixtures such as planters, decorative chains or other fixtures no less than thirty (30) inches and no greater than forty-two (42) inches in height as may be approved by the building official.*

Response:

Acknowledged. All of our Outdoor Dining Areas are located On-Site and will accordingly be Code compliant.

- f. *City commission approval is required for public consumption of alcoholic beverages within public rights-of-way pursuant to [Chapter 6](#) of the City Code of Ordinances.*

Response:

No public Right-of-Way drink or dining Use is a part of this Submittal.

- (b) *Required Permit. All applicants for the establishment of an outdoor dining and/or drinking area associated with an eating and drinking establishment shall submit the following information to the City. If a conditional use permit is required for the establishment of the outdoor dining and/or drinking area as outlined in the district divisions herein, and for all new and expanded roof dining and/or drinking areas, a conditional use permit shall also be required in accordance with [Division 4](#) of this Code. The permit application shall include the following information:*

(1) Survey.

- (2) Site plan depicting the proposed outdoor dining area or outdoor drinking area drawn to scale. The plan shall include the following information:*

- a. Total square footage of the proposed outdoor dining area or outdoor drinking area.*
- b. Number and placement of all seating/table arrangements and other elements.*
- c. Distances between each seating/table arrangement, providing pedestrian clearance as required by the Florida Building Code and Florida Life Safety Code.*
- d. All points of egress.*
- e. Locations of signs prohibiting the removal of alcohol from the premises.*
- f. For tenants as applicants, a letter of authorization from the property owner.*

(3) Occupant load of principal business.

- (4) Number of existing men's and women's bathrooms and fixtures.*

- (5) *Copy of applicant's liquor license(s).*
- (6) *For eating and drinking establishments providing for outdoor music, the following shall be provided:*
 - a. *The product specifications of any permanent speakers, amplifiers and other support equipment to be installed outdoors.*
 - b. *An explanation of the hours of operation of the outdoor dining and/or drinking area, including any special provisions or intentions for live music.*
 - c. *A description of how music will be regulated in accordance with the City's noise ordinance as found in [Chapter 46](#), Article IV of the Code of Ordinances.*

Response:

Acknowledged. Although no public Right-of-Way outdoor dining or drinking areas are requested, all will submit for any required Conditional Use Permits and will comply with all Sections of outdoor Use, regulations, Codes and Licensing. See below re Chapter 46 Responses.

- (c) *Insurance and indemnification. For outdoor dining or outdoor drinking areas using public right(s)-of-way, the following is required:*
 - (1) *By the use of any permit granted under this section, the operator agrees to indemnify, defend, save and hold harmless the city, its officers, agents and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of the use of the public right(s)-of-way. The operator shall enter into a written agreement with the city to evidence this indemnification. Such agreement must have the written approval of the city attorney prior to issuance of a permit.*
 - (2) *The operator shall show evidence of:*
 - a. *Comprehensive general liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit bodily injury liability and property damage liability. The city is to be specifically included as additional insured on the policy.*
 - b. *Workers Compensation insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including employers' liability which meets all state and federal laws.*
 - (3) *The operator shall provide the city with the certificate(s) of insurance evidencing required coverages. Current certified copies of such required coverages shall be provided to the city when specifically requested in writing.*
 - (4) *All policies of insurance must be endorsed to provide the city with 30 days of notice of cancellation or restriction.*

Response:

Acknowledged and agreed.

- (d) *Revocation of permit. The city may revoke a permit for an outdoor dining or outdoor drinking area if it is found that:*
 - (1) *Any necessary business or health permit has been suspended or revoked; or*
 - (2) *Changing conditions of pedestrian or vehicular traffic cause congestion necessitating removal of the outdoor dining or outdoor drinking area when located within public right(s)-of-way. Such decision shall be based on the findings of the Technical Review Committee that the existing conditions represent a danger to the health, safety or*

general welfare of the public and cannot be resolved through modification to the outdoor dining or outdoor drinking area layout; or

- (3) *The operator fails to comply with one or more requirements of the conditional use permit.*

Response:

Acknowledged and agreed, however, not applicable as no public Right-of-Way Use is requested as a part of this submittal..

- (e) *Removal or relocation of outdoor dining or outdoor drinking area and all related furnishings for right(s)-of-way repairs, emergency situations, or matters of public safety.*

- (1) *As necessitated by right(s)-of-way repairs, the city may require the temporary removal of outdoor dining or outdoor drinking area and all related furnishings. The operator shall be responsible for removing all furnishings at least 24 hours prior to the date identified in writing by the city. The city shall not be responsible for any costs associated with the removal or the return and installation of such furnishings.*

- (2) *The city may cause the immediate removal or relocation of all or any part of the outdoor dining or outdoor drinking area occupying public right(s)-of-way in emergency situations. The city, its officers, agents and employees shall not be responsible for any damages or loss of furnishings used in association with an outdoor dining or outdoor drinking area relocated during emergency situations and shall not be responsible for any costs associated with the removal or the return and installation of any such furnishings.*

- (3) *The city shall have the authority to secure or remove any furnishing(s) associated with the outdoor dining or outdoor drinking area occupying public right(s)-of-way if necessary, in the interest of public safety.*

Response:

Acknowledged, but does not apply to this submittal.

Chapter 46 - ARTICLE IV. - NOISE

Sec. 46-130. - Declaration of purpose.

- (a) *Excessive, unnecessary or unusually loud noise within the city limits is a condition, which has existed for some time. The amount, and intensity of such noise is increasing and is a detriment to the public health, comfort, convenience, safety, welfare and prosperity of city residents.*
- (b) *It is in the public interest that the regulations contained in this article be adopted as public policy to promote the public health, comfort, safety, welfare and repose of the city and its inhabitants.*

(Ord. No. 02-16, § 1, 9-18-02)

Sec. 46-131. - Definitions.

The following words and terms, when used in this ordinance, shall have the following meanings:

Ambient sound level is the total sound pressure level in the area of interest including the sound source of interest.

A-weighting is the electronic filtering in sound level meters that models human hearing frequency sensitivity.

Background sound level is the total sound pressure level in the area of interest excluding the sound-source of interest.

Commercial property is any property used for the sale of merchandise, service of food or for the performance of a professional or commercial service; provided commercial property shall not be defined to include property which includes as a use within the enterprise transient sleeping quarters.

Construction is any site preparation, assembly, erection, repair, alteration or similar action, or demolition of buildings or structures.

Decibel (dB) is the accepted unit of measurement for sound pressure level at a specified location.

dBA is the A-weighted unit of sound pressure level.

Emergency is any occurrence or set of circumstances involving actual or imminent physical trauma or property damage that demands immediate action.

Emergency work is any work or action performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency or any situation deemed as dangerous.

Impulsive sound is a sound having a duration of less than one second with an abrupt onset and rapid decay.

Institutional property is any property which is used for hospitals and schools.

Loud and raucous as defined in [section 46-133\(a\)](#).

Muffler, a sound-dissipating device or system for attenuating the sound of escaping gases of an internal combustion engine

Multi-family dwelling is any building that has been divided into separate residential living units, but shall not include any transient or tourist lodging facility as defined in the zoning code.

Noise disturbance. See definition "Loud and raucous".

Public space is any real property or structure thereon that is owned, leased, or controlled by a governmental entity.

Real property line is the line, including its vertical extension, that separates one parcel of real property from another.

Residential property is any property in which sleeping quarters are provided. Without limiting the scope of this definition, but by way of example, residential property shall include property on which commercial services may be provided together or mixed with transient sleeping quarters.

Sound level meter (SLM) is an instrument used to measure sound pressure levels conforming to Type 1 or Type 2 standards as specified in ANSI Standard S 1.4-1983 or the latest version thereof.

Sound pressure level (SPL) is 20 multiplied by the logarithm, to the base 10, of the measured sound pressure divided by the sound pressure associated with the threshold of human hearing, in units of decibels.

(Ord. No. 02-16, § 1, 9-18-02)

Sec. 46-132. - Sound level limitations.

(a) No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1, using the slow response setting of a SLM, which sound source shall constitute a noise disturbance:

- (1) When measured at or within the real property line of the receiving property; or*
- (2) For property bordering on Gulf Blvd. between 75th Ave. and Hotel Place, Blind Pass Road, and 75th Ave., when measured at or behind a line 30 feet from the property line that runs*

- adjacent to said roadways, unless the area is occupied by a building, and in that instance, the sound level measurement shall be taken within the building that occupies the area.*
- (b) To determine the sound level from the sound source to be measured, the background sound shall be subtracted from the ambient sound level.*

Table 1. Sound Level Limits by Receiving Property

<i>Receiving Property Category</i>	<i>Time</i>	<i>Sound Level Limit (dBA)</i>
<i>Residential, Institutional, or Public Space</i>	<i>7:00 a.m.—10:00 p.m. 10:00 p.m.—7:00 a.m.</i>	<i>65 55</i>
<i>Commercial</i>	<i>At all times</i>	<i>65</i>

- (c) In a multi-family dwelling, no person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 2:*

Table 2. Sound Level Limits Within Receiving Multi-Family Dwelling Unit

<i>Time</i>	<i>Sound Level Limit (dBA)</i>
<i>7:00 a.m.—10:00 p.m. 10:00 p.m.—7:00 a.m.</i>	<i>50 45</i>

- (d) If the sound is an impulsive sound, the fast response setting shall be used and the daytime (7:00 a.m.—10:00 p.m.) limits of Table 1 shall be increased by ten dBA.*
- (e) In addition to the limits of Tables 1 and 2 for any sound source which impacts residential, public or institutional property, the maximum allowable sound level limits for the individual octave bands whose centers are 63, 125, 250 and 500 Hertz shall not exceed 65 dB.*
- (Ord. No. 02-16, § 1, 9-18-02)*

Response:

[We acknowledge receipt and review of Sec 46-132 and all above definitions and sound limitation and will comply with all aspects which are applicable.](#)

Sec. 46-133. - Loud and raucous/enumeration.

- (a) Prohibited generally. It shall be unlawful for any person to willfully make, continue or cause to be made or continued any loud and raucous noise. Loud and raucous shall mean any sound that, because of its volume level, duration and character, annoys, disturbs, injures or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities.*
- (b) Noise from the following activities, if loud and raucous, are in violation of this article, unless exempt under [section 46-134](#).*
- (1) Exhaust from engines. The discharge into the open air of the exhaust of any steam engine or stationary internal combustion engine except through a muffler or other device that will effectively prevent loud and raucous noises therefrom.*

- (2) *Pile drivers, steam shovels. The operation between the hours of 6:00 p.m. and 7:00 a.m. on any day or at any time on Sunday of any pile driver, steam shovel, pneumatic hammer, derrick, dredge, steam or electric hoist or other appliance.*
 - (3) *Blowers, fans, engines. The operation of any blower, power fan or any internal combustion engine, which causes loud and raucous noise, unless the noise from such equipment has a muffler device sufficient to prevent loud and raucous noise.*
 - (4) *Radios, amplifiers, phonographs. The using, operation or permitting to be placed, used or operated any radio, amplifier, musical instrument, phonograph or other device for the producing or reproducing of sound in such manner as to cause loud and raucous noise.*
 - (5) *Yelling, shouting, whistling. Yelling, shouting, whistling or singing at any time or place so as to create a loud and raucous noise between the hours of 9:00 p.m. and 7:30 a.m. on any day*
 - (6) *Animals, birds. The keeping of any animal or bird which habitually causes a loud and raucous noise.*
 - (7) *Defect in vehicle or load. The use of any motor vehicle so out of repair, so loaded or in such manner as to create loud grating, grinding, rattling or other loud and raucous noise or which is not equipped with a muffler in a good working order and in constant operation as to prevent loud and raucous noise.*
 - (8) *Schools, public buildings, churches, hospitals. The creation of any loud and raucous noise heard within any school, public building, church, or the grounds thereof while in use, which interferes with the workings of such institution.*
 - (9) *Attracting attention. The use of any drum or other instrument or device to create a loud and raucous noise.*
 - (10) *Dumping. The dumping of bottles or cans into a dumpster between the hours of 9:00 p.m. and 7:30 a.m. resulting in loud and raucous noise.*
 - (11) *Noise from electric bass or drums either produced by a live band or through a sound system that is loud and raucous.*
- (Ord. No. 02-16, § 1, 9-18-02)

Response:

We acknowledge and will comply to all applicable Sections of Sec 46-133.

See 46-134. - Exemptions.

- (a) *The following are exempt from the sound level limits of [section 46-132](#) and the loud and raucous regulation of [section 46-133](#):*
 - (1) *Sound from emergency signaling devices.*
 - (2) *Sound from church bells and chimes when a part of a religious observance or service.*
 - (3) *Sound from landscape and yard equipment when operated between 7:30 a.m. and 9:00 p.m., provided all motorized equipment is equipped with functioning mufflers.*
 - (4) *Sound from waste disposal activity between 7:30 a.m. and 9:00 p.m.*
 - (5) *Sound from construction activity between 7:30 a.m. and 6:00 p.m., Monday through Saturday, provided all motorized equipment used in such activity is equipped with functioning mufflers.*
 - (6) *The generation of sound from the performance of emergency work.*
 - (7) *Sound generated from municipally sponsored or approved celebrations or events.*
 - (8) *Sound associated with state, county or city emergency repair or work related to public projects (e.g., road sewer construction or repair, beach re-nourishment, etc.) The city manager may also exempt the sound associated with any state, county or city construction or repair on a planned public project where he makes a written finding that the exemption is a necessary condition for allowing the construction project to proceed.*

(9) *The city manager may authorize suspension of the enforcement if these regulations would result in a violation of any life safety regulation.*

(Ord. No. 02-16, § 1, 9-18-02)

Response:

Acknowledged and will comply with all applicable Sections of Sec 46-134.

Sec. 46-135. - Motor vehicle horns.

The sounding of any motor vehicle horn or signaling device, except as a danger warning, is prohibited.

(Ord. No. 02-16, § 1, 9-18-02)

Response:

Acknowledged.

Sec. 46-136. - Construction noise.

Section 98-1 limits the hours of construction to prevent construction noise disturbance during certain hours.

(Ord. No. 02-16, § 1, 9-18-02)

Response:

Acknowledged and will comply with Section 98-1 to avoid Construction noise disturbances.

Sec. 46-137. - Penalty.

(a) *Any person, firm or corporation that violates any provision of this chapter shall, upon conviction, be subject to a fine in accordance with the schedule set forth herein. Each instance of a violation of these regulations shall constitute a separate offense.*

(1) *First violation\$150.00*

(2) *Second violation250.00*

(3) *Third or subsequent violation500.00*

(b) *Each instance of a violation shall constitute a separate offense.*

(c) *In addition to the penalties provided in this section, any condition caused or permitted to exist in violation of any of section of this Code or any ordinance shall be deemed a public nuisance and shall be subject to abatement by the city. Each day that such condition continues shall be regarded as a new and separate offense.*

(Ord. No. 02-16, § 1, 9-18-02)

Response:

Acknowledged.

Sec. 46-138 - Aiding and abetting

Whoever aids, abets, counsels, hires, induces or otherwise procures a violation of these regulations, and such violation is committed is subject to being charged, and punished as provided herein, whether that person is or is not actually or constructively present upon the violation of the regulations.

(Ord. No. 02-16, § 1, 9-18-02)

Response:

Acknowledged.

Sec. 46-139. - Injunctive relief.

In addition to the penalty provided for violating this article, the city commission is authorized to

initiate any appropriate civil action or proceeding, including suit for injunctive relief, in order to prevent or abate violations of this article. The prevailing party shall be entitled to recover attorney fees through any appellate proceedings.

(Ord. No. 02-16, § 1, 9-18-02)

[Response:](#)

[Acknowledged.](#)

Sec. 46-140. - Enforcement.

- (a) The provisions of this ordinance shall be enforced by a code enforcement officer or police officer of St. Pete Beach.*
- (b) In lieu of issuing a citation or notice of violation, the code enforcement officer or police officer may issue an order requiring immediate abatement of any sound source alleged to be in violation of [Chapter 46](#), Article IV.*

[Response:](#)

[Acknowledged.](#)

This Instrument Prepared By:
Tiana D. Brown
Action No. 43998
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 520032393

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Sungold, LLC, a Florida limited liability company, hereinafter referred to as the Lessee, the sovereignty lands described defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 07,
Township 32 South, Range 16 East, in McPherson Bayou/Boca Ciega Bay,
Pinellas County, Florida, containing 9,058 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated April 22, 2005.

TO HAVE THE USE OF the hereinabove described premises from November 13, 2021, the effective date of this lease renewal, through November 13, 2026, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate an 8-slip commercial docking facility with a fishing dock to be used exclusively for the mooring of recreational vessels and passive recreational activities in conjunction with an upland commercial vacant lot, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$1,688.41, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. **WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT:** (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. **LATE FEE ASSESSMENTS:** The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. **EXAMINATION OF LESSEE'S RECORDS:** For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Sungold, LLC
Attention: Beth Ann Morean
3618 El Centro St
St. Pete Beach, FL 33706

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITION: Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Kathy C. Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

Tiana D. Brown
Original Signature

Tiana D. Brown
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY:

Brad Richardson
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 21st day of December, 2021, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature]
DEP Attorney

9/15/2021

Date

Tiana D. Brown
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.



WITNESSES:

Dianne DeButts
Original Signature

Dianne DeButts
Typed/Printed Name of Witness

Bruce Howry
Original Signature

Bruce Howry
Typed/Printed Name of Witness

STATE OF _____

COUNTY OF _____

22 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this day of November, 2021, by Beth Ann Morean, who is the Manager of Sungold LLC, a Florida limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Commission/Serial No. _____

Sungold, LLC.

a Florida limited liability company

(SEAL)

Beth Ann Morean
Original Signature of Executing Authority

Beth Ann Morean

Typed/Printed Name of Executing Authority

Manager

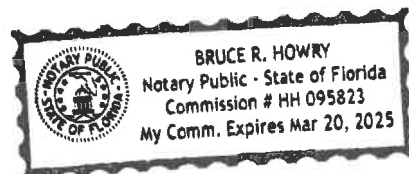
Title of Executing Authority

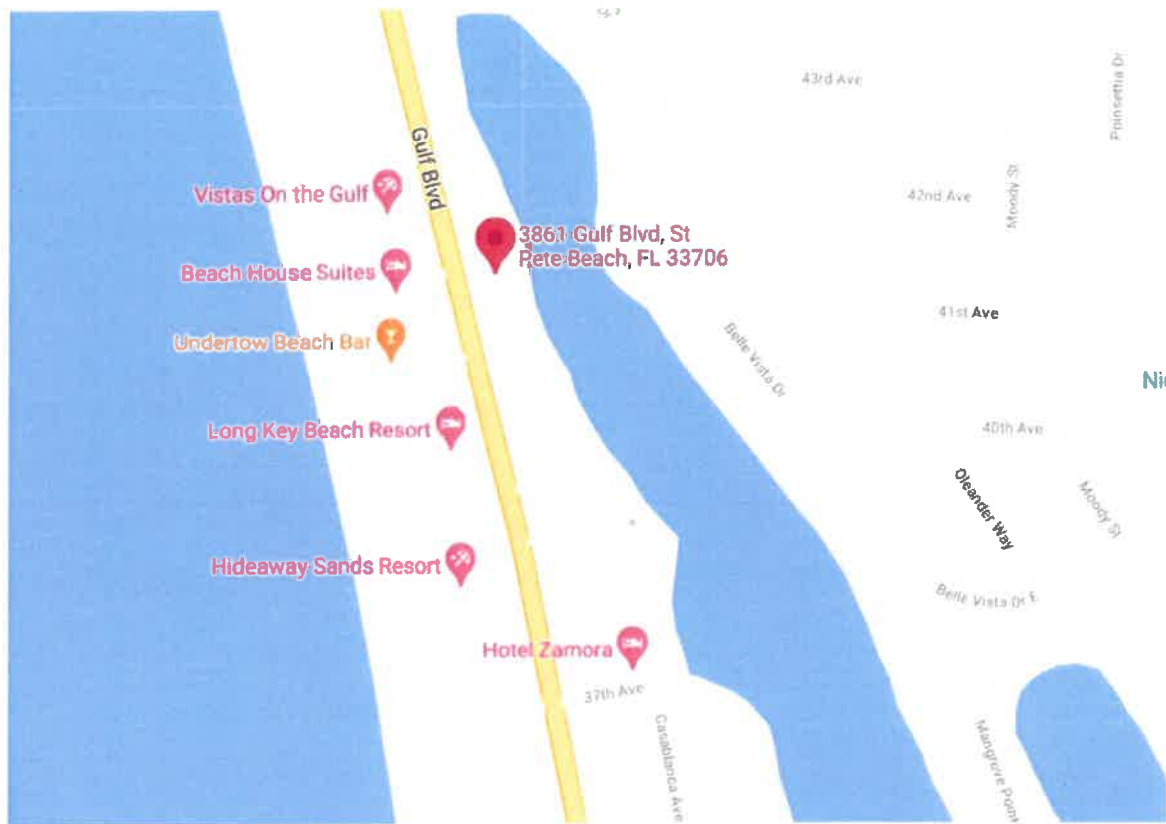
"LESSEE"

Bruce R. Howry
Signature of Notary Public

Notary Public, State of Florida

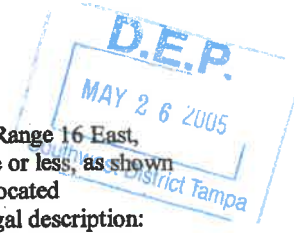
Printed, Typed or Stamped Name





Lease Area Description

A parcel of submerged land located in Section 7, Township 32 South, Range 16 East, Pinellas County, in Boca Ciega Bay containing 9,058 square feet, more or less, as shown on the attached sketch labeled as Exhibit A and dated April 22, 2005, located immediately waterward of that property with the following attached legal description:



PARCEL I

Lots 17 and 18, Block "A", Less the Westerly 10 feet of each Lot for State Road Department right of way taking per Official Records Book 1864, Page 161, FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof, recorded in Plat Book 8, Page(s) 28, Public Records of Pinellas County, Florida.

PARCEL II

All of Lot 19 in Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof, as recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less and except that part lying within 40 feet of the centerline of Gulf Boulevard and less and except that part described as follows: From the Northwest corner of said Lot 19, as platted, run East 10.38 feet along the North line of said Lot 19, for a Point of Beginning; thence continue East 78.92 feet along said North line; thence run South 0° 03'23" East, 60.00 feet to a Point on the South line of said Lot 19; thence run West 62.30 feet along said South line; thence North 15° 32'00" West, 62.27 feet along a line 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning.

Together with an easement for ingress and egress over and across the North 10 feet of the West 1/2 of Lot 19, less the right of way for Gulf Boulevard.

And

From the Northwest corner of said Lot 19, run East 10.38 feet along the North line of said Lot 19; continue thence East 78.92 feet along said North line; thence run South 0° 03'23" East, 8.50 feet to the Point of Beginning; thence run West 1.50 feet; thence South 0° 03'23" East, 15.00 feet; thence East 1.50 feet; thence North 0° 03'23" West, 15.00 feet to the Point of Beginning being a portion of Lot 19 in Block "A", FIRST ADDITION TO BELLE VISTA BEACH, Plat Book 8, Page 28, of the Public Records of Pinellas County, Florida.

And

That part of Lot 19, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, Less that part lying within 40 feet of the centerline of Gulf Boulevard, described as follows:

From the Northwest corner of said Lot 19, as platted, run East 10.38 feet along the North line of said Lot 19, for a Point of Beginning; continue thence East 78.92 feet along said North line; thence run South 0° 03'23" East, 8.50 feet; thence West 1.50 feet; thence South 0° 03'23" East, 15.00 feet; thence East 1.50 feet; thence South 0° 03'23" East, 36.50 feet to the Point on the South line of said Lot 19; thence run West 62.30 feet along said South line of said Lot 19; thence North 15° 32'00" West, 62.27 feet along a line of 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning; together with a 10 foot easement for access to Boca Ciega Bay over and across the South 10 feet of that part of said Lot 19, lying East of the East line of the above described portion of said Lot 19.

PARCEL III

Lot 20, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL IV

Lot 21, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL V

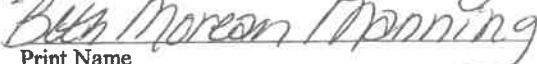
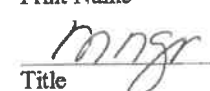
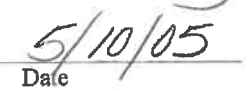
Lot 22, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof as recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

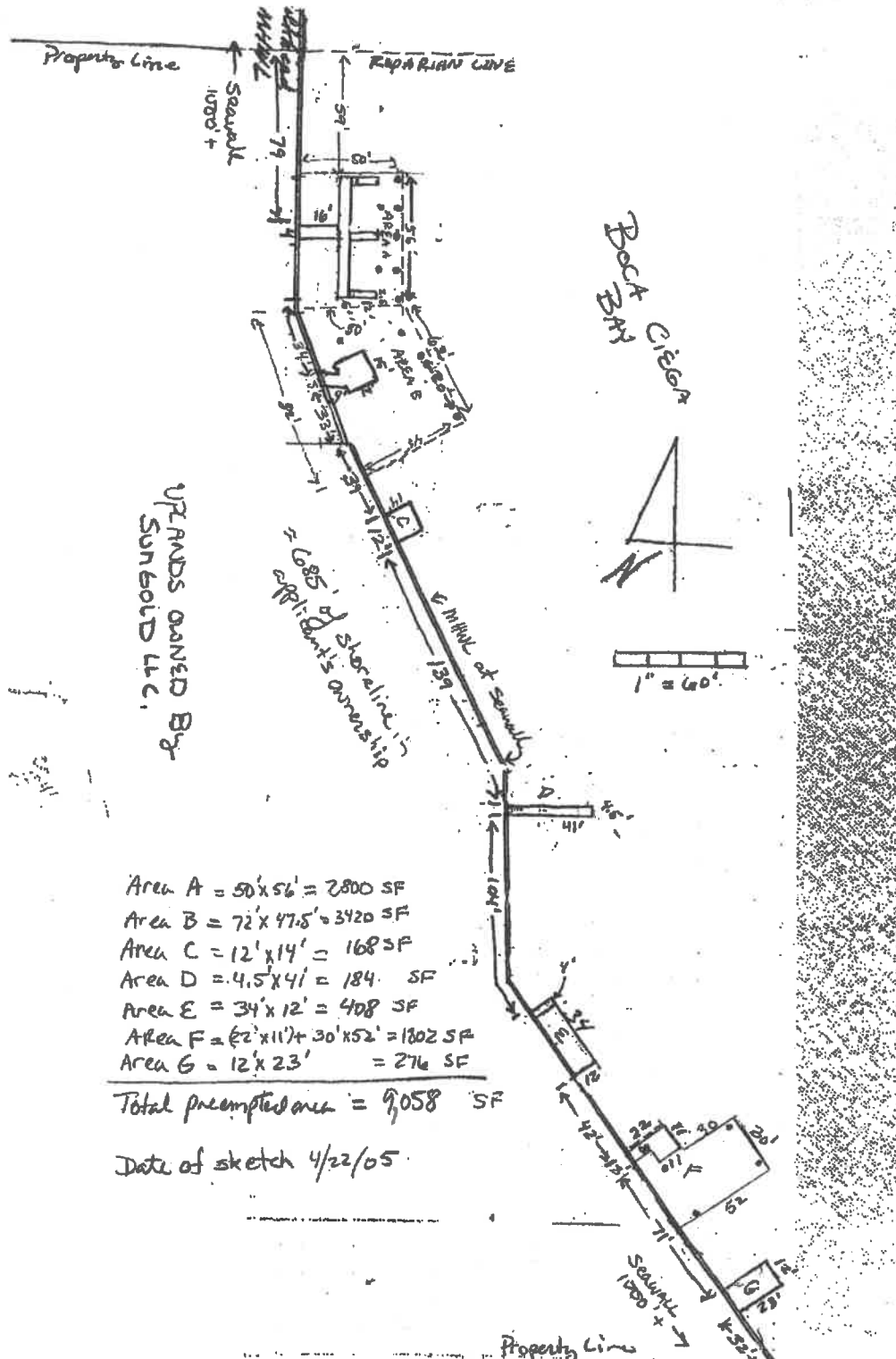
PARCEL VI

Lots 1 and 2, Block 1, CORAZZA SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 113, Page 90, of the Public Records of Pinellas County, Florida.

Lot 23, Block A, FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, FL, LESS that part thereof lying within 40 feet of the survey line of SR 699, Section 15100, as it appears in OR Book 1851, Pages 582 and 583, Public Records of Pinellas County, FL

I certify that the above description and Exhibit A accurately represent the existing structures and the associated preempted area. I further acknowledge and agree that should a survey be required in the future that indicates the true preempted area is smaller than what has been estimated, fees would not be credited. Likewise, I acknowledge and agree that should a survey indicate that the true preempted area is larger than that which was originally estimated, fees in arrears would not be assessed unless the error resulted from inaccurate information supplied by me (applicant).


Signature of Upland Owner/ Authorized Entity

Print Name

Title

Date



**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

DENNIS E. MANELLI, ESQUIRE

Phelps Dunbar LLP
100 South Ashley Drive
Suite 1900
Tampa, Florida 33602

PARCEL ID #: 07-32-16-18143-001-0010;
07-32-16-18143-001-0020; and
07-32-16-07398-001-0170

RESERVED FOR CLERK

WARRANTY DEED

THIS INDENTURE, made this 24th day of August, 2004, between T&F REALTY LC, a Florida limited liability company, whose post office address is 11 Captain Theale Road, Bedford, New York 33706, grantor and SUNGOLD, LLC, a Florida limited liability company, whose post office address is 13618 El Centro Street, St. Pete Beach, Florida 33706, grantee.

WITNESSETH:

That said grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pinellas County, Florida, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except current real property taxes, and all the encumbrances set forth on Exhibit "B" hereof.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Attachment B
Page 12 of 18 Pages
SSLL No. 520032393

75517-1

Signed, sealed and delivered
in the presence of:

T&F REALTY LC, a Florida limited
liability company

Dennis E. Manelli
Print Name: Dennis E. Manelli

By: Antonio Bueti
ANTONIO BUETI
Its: Member/Manager

Suzanne J. Walker
Print Name: Suzanne J. Walker

By: Francesca Bueti
FRANCESCA BUETI
Its: Member/Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of August, 2004 by ANTONIO BUETI and FRANCESCA BUETI, Manager/Member of T&F Realty LC, a Florida limited liability company, on behalf of the company, ☒ who are personally known to me, or ☐ who have produced the following identification: _____ (check one).



Suzanne J. Walker
Name: _____ (print)
NOTARY PUBLIC
Commission No.: _____
Commission Expiration Date: _____

EXHIBIT "A"**[Real Property]****PARCEL I**

Lots 17 and 18, Block "A", Less the Westerly 10 feet of each Lot for State Road Department right of way taking per Official Records Book 1864, Page 161, FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof, recorded in Plat Book 8, Page(s) 28, Public Records of Pinellas County, Florida.

PARCEL II

All of Lot 19 in Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof, as recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less and except that part lying within 40 feet of the centerline of Gulf Boulevard and less and except that part described as follows: From the Northwest corner of said Lot 19, as platted, run East 10.38 feet along the North line of said Lot 19, for a Point of Beginning; thence continue East 78.92 feet along said North line; thence run South $0^{\circ} 03'23''$ East, 60.00 feet to a Point on the South line of said Lot 19; thence run West 62.30 feet along said South line; thence North $15^{\circ} 32'00''$ West, 62.27 feet along a line 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning.

Together with an easement for ingress and egress over and across the North 10 feet of the West 1/2 of Lot 19, less the right of way for Gulf Boulevard.

And

From the Northwest corner of said Lot 19, run East 10.38 feet along the North line of said Lot 19; continue thence East 78.92 feet along said North line; thence run South $0^{\circ} 03'23''$ East, 8.50 feet to the Point of Beginning; thence run West 1.50 feet; thence South $0^{\circ} 03'23''$ East, 15.00 feet; thence East 1.50 feet; thence North $0^{\circ} 03'23''$ West, 15.00 feet to the Point of Beginning being a portion of Lot 19 in Block "A", FIRST ADDITION TO BELLE VISTA BEACH, Plat Book 8, Page 28, of the Public Records of Pinellas County, Florida.

And

That part of Lot 19, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, Less that part lying within 40 feet of the centerline of Gulf Boulevard, described as follows:

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Attachment B

Page 14 of 18 Pages

75517-1 SSL No. 520032393

North 15° 32'00" West, 62.27 feet along a line of 40 feet Easterly of measured at right angles and parallel to the said centerline of Gulf Boulevard to the Point of Beginning; together with a 10 foot easement for access to Boca Ciega Bay over and across the South 10 feet of that part of said Lot 19, lying East of the East line of the above described portion of said Lot 19.

PARCEL III

Lot 20, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL IV

Lot 21, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL V

Lot 22, Block "A", FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof as recorded in Plat Book 8, Page 28, Public Records of Pinellas County, Florida, less that part lying within 40 feet of the survey line of State Road 699, Section 15100, as described in Order of Taking recorded in Official Records Book 1533, Page 197, as Clerk's Instrument No. 685B, Pinellas County Records.

PARCEL VI

Lots 1 and 2, Block 1, CORAZZA SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 113, Page 90, of the Public Records of Pinellas County, Florida.

EXHIBIT "B"**[Exceptions]**

1. All taxes for the year 2004 and all subsequent years, which are not yet due and payable.
2. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Deed Book 671, Page 515, as modified by Deed Book 715, Page 447, of the Public Records of Pinellas County, Florida.
3. Easement for ingress and egress, recorded in Book 7165, Page 1540, Book 4179, Page 980 and Book 6839, Page 1579, of the Public Records of Pinellas County, Florida.
4. Easement for Access to Boca Ciega Bay, recorded in Book 7165, Page 1540, Book 4341, Page 400, Book 4743, Page 1977, Book 5678, Page 889 and Book 6124, Page 1531, of the Public Records of Pinellas County, Florida.
5. Easement for drainage, recorded in Book 1533, Page 197, of the Public Records of Pinellas County, Florida.
6. Easement for drainage, recorded in Deed Book 1560, Page 609, of the Public Records of Pinellas County, Florida.
7. Easement recorded in Book 6125, Page 203, of the Public Records of Pinellas County, Florida.
8. Ordinance No. 85-18, for Parking Permits, etc. as recorded in Book 5986, Page 1528, of the Public Records of Pinellas County, Florida.
9. Easement for drainage, recorded in Book 1864, Page 161, of the Public Records of Pinellas County, Florida.
10. Terms and provisions of all agreements and franchises pertaining to the cost, installation, operation and maintenance of gas, water and/or sewer facilities.

11. All or part of the land described herein being artificially filled in land in what was formerly navigable waters, this policy is subject to the right of the United States Government and/or the State of Florida, arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce and/or the inalienable right of the State of Florida in the lands and/or waters of such character.

12. Matters appearing on the plat recorded in Plat Book 8, Page(s) 28 and Plat Book 113, Page 90, of the Public Records of Pinellas County, Florida, including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Exhibit "A".

13. Covenants, Conditions and Restrictions as set forth, recorded in Book 7566, Page 237, of the Public Records of Pinellas County, Florida.

Return to preparer:
Rolfe D. Duggar, Esq.
4699 Central Avenue
St. Petersburg, FL 33713

Parcel #: 07/32/16/07398/001/0230

WARRANTY DEED

THIS WARRANTY DEED made this 11th day of October 2004, by TLC INN, INC., a Florida corporation, whose address is 3815 Gulf Blvd., St Pete Beach, FL 33706, hereinafter called the Grantor, to SUNGOLD, LLC., a Florida limited liability company, whose address is 2817 Pass A Grille Way, St Pete Beach, FL 33706, hereinafter called Grantee:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Pinellas County, FL, viz:

Lot 23, Block A, FIRST ADDITION TO BELLE VISTA BEACH, according to the plat thereof recorded in Plat Book 8, Page 28, Public Records of Pinellas County, FL, LESS that part thereof lying within 40 feet of the survey lien of SR 699, Section 15100, as it appears in OR-Book 1851, Pages 582 and 583, Public Records of Pinellas County, FL

SUBJECT TO MORTGAGE - NONE

SUBJECT TO REAL ESTATE TAXES FOR THE YEAR 2004 AND YEARS SUBSEQUENT THERETO.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

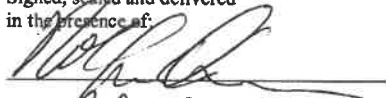
TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

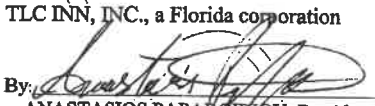
AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:


Print name: Rolfe D. Duggar

TLC INN, INC., a Florida corporation

By: 
ANASTASIOS PAPARGIROU, President


Print name: Patricia P. Hayes

By: 
CLAIRE PAPARGIROU, Vice President

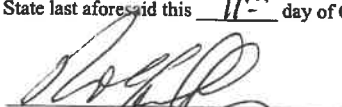
STATE OF FLORIDA
COUNTY OF PINELLAS

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ANASTASIOS PAPARGIROU and CLAIRE PAPARGIROU who are personally known to me or who produced FL Drivers Licenses as identification and who did take an oath.

WITNESS my hand and seal in the County and State last aforesaid this 11th day of October 2004.

(SEAL)




Notary Public
Print name: Rolfe D. Duggar



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

Detail by Entity Name

Florida Limited Liability Company
MBT MANAGEMENT LLC

Filing Information

Document Number L21000171713
FEI/EIN Number 87-2236825
Date Filed 04/13/2021
Effective Date 04/13/2021
State FL
Status ACTIVE

Principal Address

21218 ST. ANDREWS BLVD.
 #627
 BOCA RATON, FL 33433

Mailing Address

21218 ST. ANDREWS BLVD.
 #627
 BOCA RATON, FL 33433

Changed: 08/17/2022

Registered Agent Name & Address

KREIMER, LEONARD
 21218 ST. ANDREWS BLVD.
 #627
 BOCA RATON, FL 33433

Authorized Person(s) Detail

Name & Address

Title MGR

KREIMER, LEONARD
 21218 ST. ANDREWS BLVD. #627
 BOCA RATON, FL 33433

Annual Reports

Report Year	Filed Date
2022	03/08/2022

W.O. 6915

ADDRESS:
VACANT LAND GULF BOULEVARD
ST. PETE BEACH, FLORIDA

LEGAL DESCRIPTION:

PARCEL I

LOTS 17 AND 18, BLOCK A, LESS THE WESTERLY 10 FEET OF EACH LOT FOR STATE ROAD DEPARTMENT RIGHT OF WAY TAKING PER OFFICIAL RECORDS BOOK 1864, PAGE 161, FIRST ADDITION TO BELLE VSTA BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL II

ALL OF LOT 19, IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS AND EXCEPT THAT PART LYING WITHIN 40 FEET OF THE CENTERLINE OF GULF BOULEVARD AND LESS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID LOT 19, AS PLATTED, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19, FOR A POINT OF BEGINNING; THENCE CONTINUE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0°03'23" EAST, 60.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 19; THENCE RUN WEST 62.30 FEET ALONG SAID SOUTH LINE; THENCE NORTH 15°32'00" WEST, 62.27 FEET ALONG A LINE 40 FEET EASTERLY OF MEASURED AT RIGHT ANGLES AND PARALLEL TO THE SAID CENTERLINE OF GULF BOULEVARD TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 10 FEET OF THE WEST 1/2 OF LOT 19, LESS THE RIGHT OF WAY FOR GULF BOULEVARD.

AND
FROM THE NORTHWEST CORNER OF SAID LOT 19, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19; CONTINUE THENCE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0°03'23" EAST, 8.50 FEET TO THE POINT OF BEGINNING; THENCE RUN WEST 1.50 FEET; THENCE SOUTH 0°03'23" EAST, 15.00 FEET; THENCE EAST 1.50 FEET; THENCE NORTH 0°03'23" WEST, 15.00 FEET TO THE POINT OF BEGINNING BEING A PORTION OF LOT 19 IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, PLAT BOOK 8, PAGE 28, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND
THAT PART OF LOT 19, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE CENTERLINE OF GULF BOULEVARD DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID LOT 19, AS PLATTED, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19, FOR A POINT OF BEGINNING; CONTINUE THENCE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0°03'23" EAST, 8.50 FEET; THENCE WEST 1.50 FEET; THENCE SOUTH 0°03'23" EAST, 15.00 FEET; THENCE EAST 1/50 FEET; THENCE SOUTH 0°03'23" EAST, 36.50 FEET TO THE POINT ON THE SOUTH LINE OF SAID LOT 19; THENCE RUN WEST 62.30 FEET ALONG SAID SOUTH LINE OF SAID LOT 19; THENCE NORTH 15°32'00" WEST, 62.27 FEET ALONG A LINE OF 40 FEET EASTERLY OF MEASURED AT RIGHT ANGLES AND PARALLEL TO THE SAID CENTERLINE OF GULF BOULEVARD TO THE POINT OF BEGINNING, TOGETHER WITH A 10 FOOT EASEMENT FOR ACCESS TO BOCA CIEGA BAY OVER AND ACROSS THE SOUTH 10 FEET OF THAT PART OF SAID LOT 19, LYING EAST OF THE EAST LINE OF THE ABOVE DESCRIBED PORTION OF SAID LOT 19.

PARCEL III

LOT 20, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 699, SECTION 15100 AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1533, PAGE 197, AS CLERK'S INSTRUMENT NO 685B, PINELLAS COUNTY RECORDS.

PARCEL IV

LOT 21, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 699, SECTION 15100, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1533, PAGE 197, AS CLERK'S INSTRUMENT NO. 685B, PINELLAS COUNTY RECORDS.

PARCEL V

LOT 22, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 699, SECTION 15100 AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1533, PAGE 197, AS CLERK'S INSTRUMENT NO. 685B, PINELLAS COUNTY RECORDS.

PARCEL VI

LOTS 1 AND 2, BLOCK 1, CORAZZA SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 113, PAGE 90, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL VII

LOT 23, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART THEREOF LYING WITHIN 40 FEET OF THE SURVEY LINE OF SR 699, SECTION 15100, AS IT APPEARS IN OFFICIAL RECORDS BOOK 1851, PAGE 582 AND 583, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL VIII

A PARCEL OF LAND LYING EAST OF THE EAST BOUNDARY LINE OF THE FOLLOWING PARCELS AND WEST OF THE ADJACENT SEAWALL:
LOTS 17 AND 18, BLOCK A, LESS THE WESTERLY 10 FEET OF EACH LOT FOR STATE ROAD DEPARTMENT RIGHT OF WAY TAKING PER OFFICIAL RECORDS BOOK 1864, PAGE 161, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

AND
ALL OF LOT 19, IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS AND EXCEPT THAT PART LYING WITHIN 40 FEET OF THE CENTERLINE OF GULF BOULEVARD AND LESS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID LOT 19, AS PLATTED, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19, FOR A POINT OF BEGINNING; THENCE CONTINUE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0°03'23" EAST, 8.50 FEET; THENCE WEST 1.50 FEET; THENCE SOUTH 0°03'23" EAST, 15.00 FEET; THENCE EAST 1/50 FEET; THENCE SOUTH 0°03'23" EAST, 36.50 FEET TO THE POINT ON THE SOUTH LINE OF SAID LOT 19; THENCE RUN WEST 62.30 FEET ALONG SAID SOUTH LINE OF SAID LOT 19; THENCE NORTH 15°32'00" WEST, 62.27 FEET ALONG A LINE OF 40 FEET EASTERLY OF MEASURED AT RIGHT ANGLES AND PARALLEL TO THE SAID CENTERLINE OF GULF BOULEVARD TO THE POINT OF BEGINNING; TOGETHER WITH A 10 FOOT EASEMENT FOR ACCESS TO BOCA CIEGA BAY OVER AND ACROSS THE SOUTH 10 FEET OF THAT PART OF SAID LOT 19, LYING EAST OF THE EAST LINE OF THE ABOVE DESCRIBED PORTION OF SAID LOT 19;

AND
FROM THE NORTHWEST CORNER OF SAID LOT 19, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19; CONTINUE THENCE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0°03'23" EAST, 8.50 FEET TO THE POINT OF BEGINNING; THENCE RUN WEST 1.50 FEET; THENCE SOUTH 0°03'23" EAST, 15.00 FEET; THENCE EAST 1.50 FEET; THENCE NORTH 0°03'23" WEST, 15.00 FEET TO THE POINT OF BEGINNING BEING A PORTION OF LOT 19 IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, PLAT BOOK 8, PAGE , OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND
THAT PART OF LOT 19, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE CENTERLINE OF GULF BOULEVARD DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID LOT 19, AS PLATTED, RUN EAST 10.38 FEET ALONG THE NORTH LINE OF SAID LOT 19, FOR A POINT OF BEGINNING; CONTINUE THENCE EAST 78.92 FEET ALONG SAID NORTH LINE; THENCE RUN SOUTH 0°03'23" EAST, 8.50 FEET; THENCE WEST 1.50 FEET; THENCE SOUTH 0°03'23" EAST, 15.00 FEET; THENCE EAST 1/50 FEET; THENCE SOUTH 0°03'23" EAST, 36.50 FEET TO THE POINT ON THE SOUTH LINE OF SAID LOT 19; THENCE RUN WEST 62.30 FEET ALONG SAID SOUTH LINE OF SAID LOT 19; THENCE NORTH 15°32'00" WEST, 62.27 FEET ALONG A LINE OF 40 FEET EASTERLY OF MEASURED AT RIGHT ANGLES AND PARALLEL TO THE SAID CENTERLINE OF GULF BOULEVARD TO THE POINT OF BEGINNING; TOGETHER WITH A 10 FOOT EASEMENT FOR ACCESS TO BOCA CIEGA BAY OVER AND ACROSS THE SOUTH 10 FEET OF THAT PART OF SAID LOT 19, LYING EAST OF THE EAST LINE OF THE ABOVE DESCRIBED PORTION OF SAID LOT 19;

AND
LOT 10, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 699, SECTION 15100 AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1533, PAGE 197, AS CLERK'S INSTRUMENT NO 685B, PINELLAS COUNTY RECORDS;

AND
LOT 21, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 699, SECTION 15100, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1533, PAGE 197, AS CLERK'S INSTRUMENT NO. 685B, PINELLAS COUNTY RECORDS;

AND
LOT 22, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE , PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART LYING WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 699, SECTION 15100 AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1533, PAGE 197, AS CLERK'S INSTRUMENT NO. 685B, PINELLAS COUNTY RECORDS;

AND
LOT 23, BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PART THEREOF LYING WITHIN 40 FEET OF THE SURVEY LINE OF SR 699, SECTION 15100, AS IT APPEARS IN OFFICIAL RECORDS BOOK 1851, PAGE 582

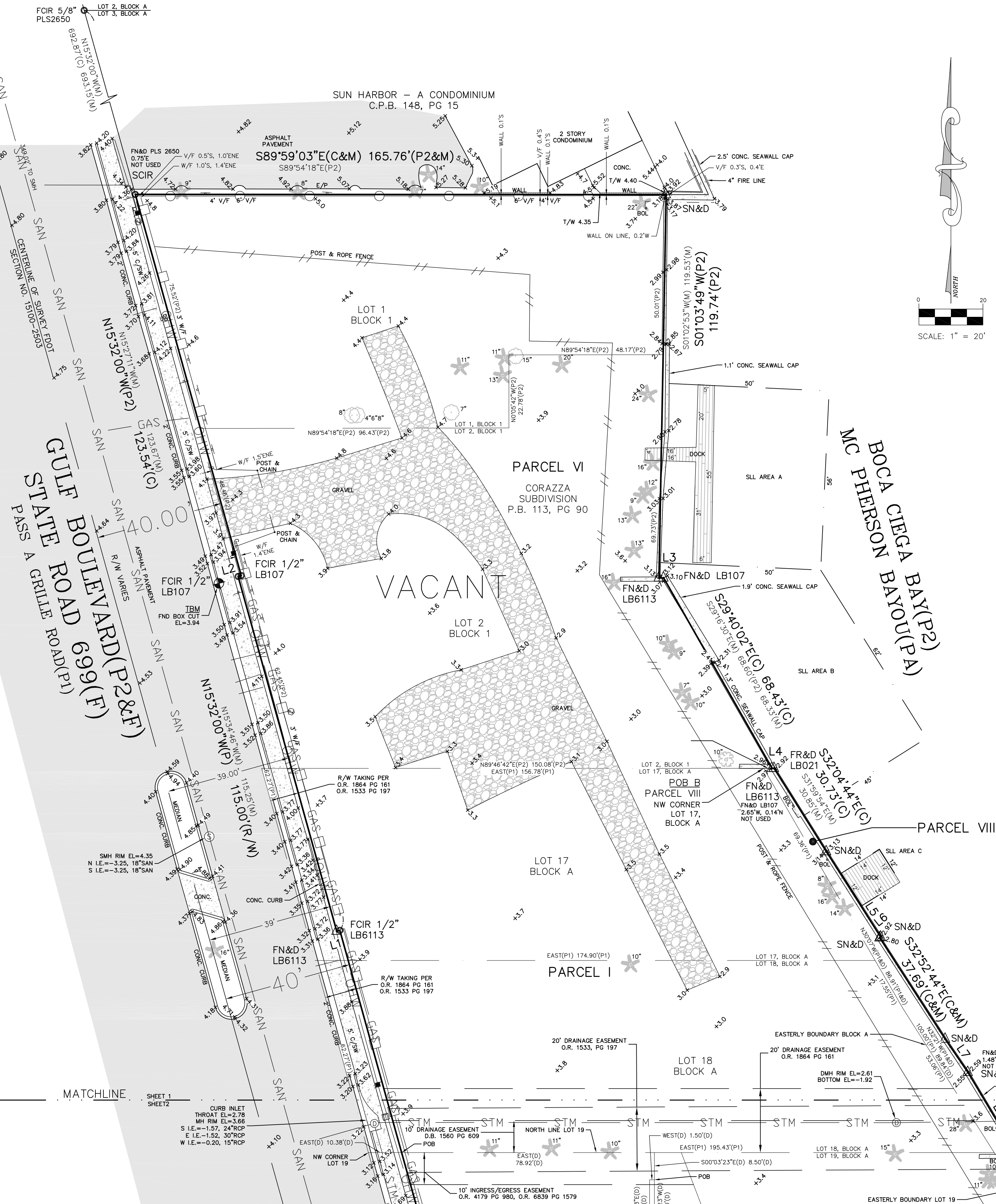
BEING FURTHER DESCRIBED AS FOLLOWS

LAND LYING EAST OF LOTS 17, 18, 19, 20, 21, 22 AND 23, ALL IN BLOCK A, FIRST ADDITION TO BELLE VISTA BEACH, AS PER PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND WEST OF THE ADJACENT SEAWALL BEING FURTHER DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 23, SAID BLOCK A, FOR A POINT OF BEGINNING A; THENCE ALONG THE EASTERLY BOUNDARY OF SAID BLOCK A FOR THE FOLLOWING 2 COURSES: NORTH 39°59' WEST 217.17 FEET, NORTH 11°00' WEST 87.80 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 19 ON THE SEAWALL; THENCE ALONG SAID SEAWALL FOR THE FOLLOWING 15 COURSES: SOUTH 23°05'44" EAST 15.01 FEET, NORTH 66°35'46" EAST 0.41 FEET, SOUTH 23°32'52" EAST 28.33 FEET, SOUTH 21°53'17" EAST 18.49 FEET, SOUTH 18°44'55" EAST 18.49 FEET, SOUTH 32°28'40" EAST 22.37 FEET, SOUTH 30°36'35" 22.37 FEET, SOUTH 30°00'07" EAST 24.63 FEET, SOUTH 41°57'15" EAST 11.89 FEET, SOUTH 41°16'40" EAST 11.89 FEET, SOUTH 40°15'55" EAST 17.83 FEET, SOUTH 38°21'51" EAST 17.83 FEET, SOUTH 38°14'04" EAST 18.68 FEET, SOUTH 40°35'39" 44.99 FEET, SOUTH 38°12'33" EAST 32.80 FEET TO A POINT ON THE SOUTH BOUNDARY LINE EXTENDED OF SAID LOT 23; THENCE LEAVING SAID SEAWALL AND ALONG SAID SOUTH BOUNDARY LINE EXTENDED, NORTH 90°00'00" WEST 9.13 FEET BACK TO THE POINT OF BEGINNING.

AND
BEGIN AT THE NORTHEAST CORNER OF LOT 17, SAID BLOCK A, FOR A POINT OF BEGINNING B; THENCE ALONG THE NORTH BOUNDARY LINE EXTENDED OF SAID LOT 17 NORTH 90°00'00" EAST 3.29 FEET TO A POINT ON THE SEAWALL; THENCE LEAVING SAID NORTH LINE EXTENDED AND ALONG THE SEAWALL FOR THE FOLLOWING 8 COURSES: SOUTH 32°04'44" EAST 30.73 FEET, SOUTH 32°29'27" EAST 31.56 FEET, SOUTH 51°05'09" WEST 0.40 FEET, SOUTH 32°52'44" EAST 37.69 FEET, SOUTH 34°19'23" EAST 12.58 FEET, SOUTH 30°49'12" EAST 30.24 FEET, SOUTH 22°40'58" EAST 30.30 FEET, SOUTH 23°05'44" EAST 3.63 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 19; THENCE LEAVING SAID SEAWALL AND ALONG THE EASTERLY BOUNDARY OF SAID BLOCK A FOR THE FOLLOWING 2 COURSES: NORTH 32°21' WEST 89.84 FEET, NORTH 30°07' WEST 86.91 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 115,233 SQUARE FEET OR 2.645 ACRES, MORE OR LESS.

BOUNDARY & TOPOGRAPHIC SURVEY



SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST PINELLAS COUNTY, FLORIDA

LINE	BEARING	LENGTH
L1(C)	S74°28'00"W	1.00'
L1(M)	S75°28'20"W	0.99'
L2(C)	N74°28'00"E	1.00'
L2(M)	S88°34'28"E	0.95'
L2(P2)	N89°59'51"E	1.04'
L3(P2)	N89°59'51"E	1.45'
L3(M)	S87°13'03"E	1.87'
L4(C)	N90°00'00"E	0.65'
L4(M)	N77°15'43"E	0.64'
L5(C&M)	S32°27'27"E	31.56'
L6(C&M)	S51°05'09"W	0.40'
L7(C&M)	S34°19'23"E	12.58'
L8(C&M)	S30°49'12"E	30.24'
L9(C&M)	S22°40'58"E	30.30'
L10(C)	S23°05'44"E	33.93'
L10(M)	S23°01'12"E	34.01'

LINE	BEARING	LENGTH
L11(C)	N66°35'46"E	0.41'
L11(M)	N81°18'13"E	0.82'
L12(C)	S23°32'52"E	28.33'
L12(M)	S24°02'02"E	28.20'
L13(C&M)	S21°53'17"E	18.49'
L14(C&M)	S18°44'55"E	18.49'
L15(C&M)	S32°28'40"E	22.37'
L16(C&M)	S30°36'35"E	22.37'
L17(C)	S30°00'07"E	24.63'
L17(M)	S29°49'49"E	24.52'
L18(C)	S41°57'15"E	11.89'
L18(M)	S42°11'29"E	12.01'
L19(C&M)	S41°16'40"E	11.89'
L20(C&M)	S40°15'55"E	17.83'
L21(C&M)	S38°21'51"E	17.83'
L22(C&M)	S38°14'04"E	18.68'
L23(C&M)	S40°35'39"E	44.99'
L24(C&M)	S38°12'33"E	32.80'

TREE LEGEND

- OAK
- PALM
- SCHEFFLERA
- UNKNOWN
- AUSTRALIAN PINE
- LONG NEEDLE PINE

SYMBOL LEGEND

- Backflow Preventor
- Centerline
- Clearcut
- Crosswalk Signal
- Drainage Manhole
- Fire Department Control
- Fire Hydrant
- Gas Marker
- Guy Anchor
- Light Pole
- Light Post
- Mailbox
- Power Box
- Reclaimed Water Meter
- Reclaimed Water Stub
- Sanitary Manhole
- Sign
- Spot Elevation
- Telecommunication Box
- Utility Pole (Concrete)
- Utility Box
- Utility Vault
- Water Meter
- Water Valve
- Backflow Preventor
- Data per Description
- Field Determined
- Measured Data
- Data per Both Plats
- Data per P.B. 8, PG. 28
- Data per P.B. 113, PG. 90
- Data per Property Appraiser
- Data per Florida RW Map
- Base Flood Elevation
- Backflow Preventor
- Bollard
- Condominium Plat Book
- Covered Concrete
- Concrete Slab
- Concrete Sidewalk
- Covered
- Concrete
- Deed Book
- Drainage Manhole
- Edge of Pavement
- Elevation
- Found Iron Rod & Cap
- Found Concrete Monument
- Florida Department of Transportation
- Finished Floor Elevation
- Found Iron Pipe
- Found Iron Rod - No Cap
- Florida
- Found Nail & Disk
- Found Rivet & Disk
- Found
- Found Pinned Pipe
- Gate Inlet
- Gate Valve
- Fire Hydrant
- Identification
- Invert Elevation
- Corporate Certificate Number
- Lowest Floor Elevation
- Metal Fence
- More or Less
- Manhole
- Nail & Disk
- Outfall Control Structure
- Overhead Wire
- Official Records Book
- Permanent Control Point
- Plat Book
- Permanent Control Point
- Pages
- Professional Land Surveyor
- Point of Beginning
- Permanent Reference Monument
- Right-of-Way
- Reinforced Concrete Pipe
- Registered Land Surveyor
- Sanitary Sewer
- Set Iron Rod & Cap 5/8" PLS #2865
- Set Nail & Disk PLS #2865
- Sanitary Manhole
- Submerged Lands Lease
- Storm Pipe
- Temporary Benchmark
- Top of Grate
- Top of Wall Elevation
- Typical
- Vinyl Fence
- With
- Wood Fence
- Work Order

SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONIC DIGITAL SIGNATURE IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE RULE 5J-17.062.

Dennis J Eyre
PLS 2865

Digitally signed by
Dennis J Eyre PLS
2865
Date: 2023.10.16
13:12:49 -04'00'

DENNIS J. EYRE, P.L.S., FLA. REG. NO. 2865
DATE: OCTOBER 16, 2023

THIS SURVEY IS COMPOSED OF 2 SHEETS, SURVEY NOT COMPLETE WITHOUT BOTH SHEETS. SEE SHEET 2 FOR SURVEY NOTES.

AN UNSIGNED SURVEY DRAWING IS FOR INFORMATIONAL PURPOSES ONLY.

W.O. 6915	FIELD DATE: AUGUST 9, 2023
DRAWN BY: HW	
CHECKED BY: D.JE	
SCALE: 1"=20'	
FIELD BOOK / PAGE(S): 2-22/63-65	
SHEET 1 OF 2	

GEODATA SERVICES INC.

1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447-1763

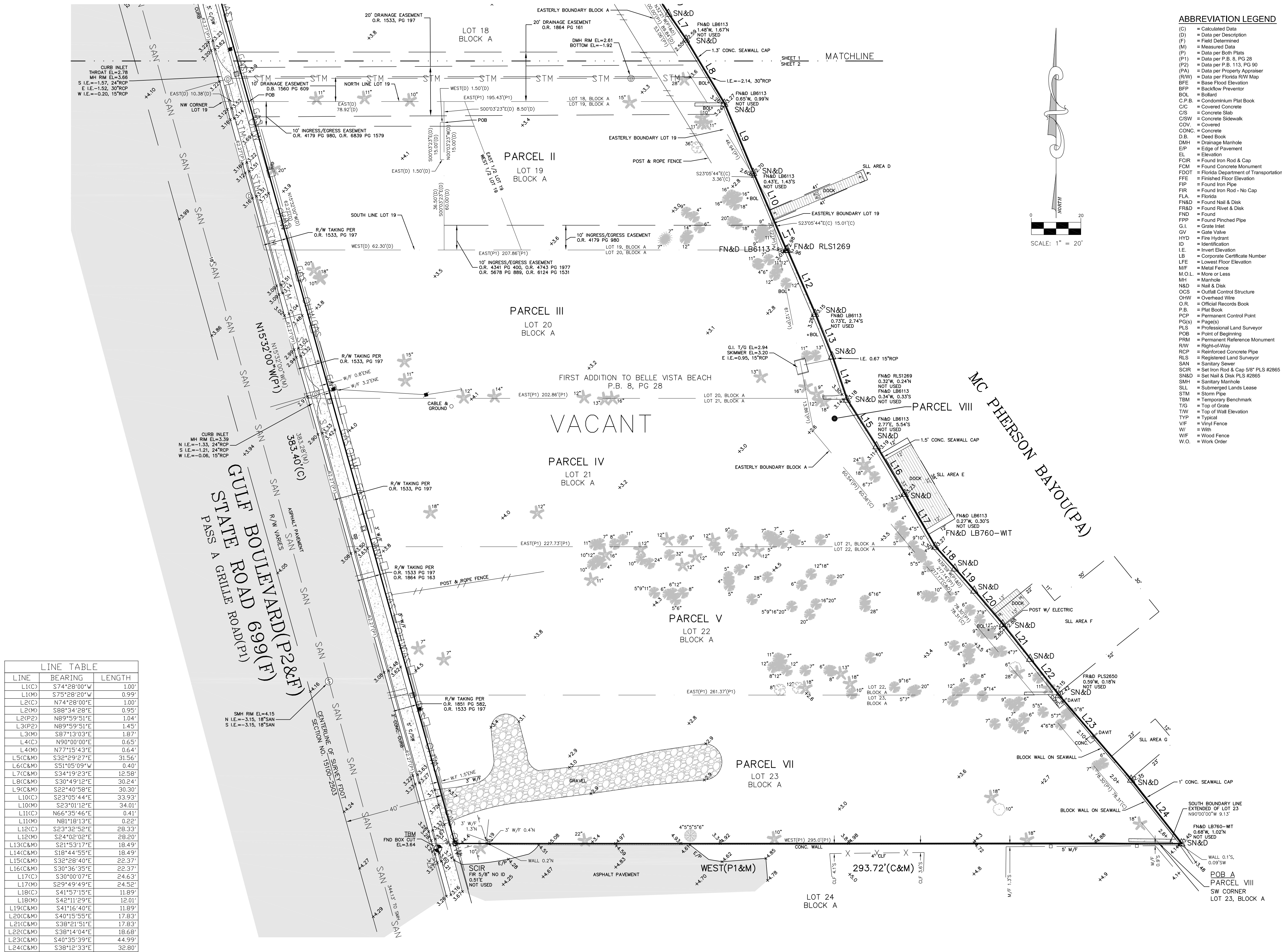
LB 7466



W.O. 6915

BOUNDARY & TOPOGRAPHIC SURVEY

SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA



ABBREVIATION LEGEND

- (C) = Calculated Data
- (D) = Data per Description
- (F) = Field Determined
- (M) = Measured Data
- (P) = Data per Both Plats
- (P1) = Data per P.B. 8, PG 28
- (P2) = Data per P.B. 113, PG 90
- (PA) = Data per Property Appraiser
- (RW) = Data per Florida RW Map
- BFE = Base Flood Elevation
- BFP = Backflow Preventer
- BOL = Bollard
- C.P.B. = Condominium Plat Book
- C/C = Covered Concrete
- C/S = Concrete Slab
- C/SW = Concrete Sidewalk
- CONC. = Concrete
- D.B. = Deed Book
- DMH = Drainage Manhole
- EIP = Edge of Pavement
- EL = Elevation
- FCIR = Found Iron Rod & Cap
- FCM = Found Concrete Monument
- FDOT = Florida Department of Transportation
- FPE = Finished Floor Elevation
- FIP = Found Iron Pipe
- FIR = Found Iron Rod - No Cap
- FLA. = Florida
- FN&D = Found Nail & Disk
- FR&D = Found Rivet & Disk
- FND = Found
- FPP = Found Pinned Pipe
- G.I. = Gutter Inlet
- GV = Gate Valve
- HYD = Fire Hydrant
- ID = Identification
- I.E. = Invert Elevation
- LB = Corporate Certificate Number
- LFE = Lowest Floor Elevation
- MF = Metal Fence
- M.O.L. = More or Less
- MH = Manhole
- N&D = Nail & Disk
- OCS = Outfall Control Structure
- OHW = Overhead Wire
| O.R. | Official Records Book |
| P.B. | Plat Book |
| PCP | Permanent Control Point |
| POS(s) | Page(s) |
| PLS | Professional Land Surveyor |
| POB | Point of Beginning |
| PRM | Permanent Reference Monument |
| RAW | Right-of-Way |
| RCP | Reinforced Concrete Pipe |
| RLS | Registered Land Surveyor |
| SN&D | Set Nail & Disk PLS #2865 |
| SMH | Sanitary Manhole |
| SN&D | Set Nail & Disk PLS #2865 |
| STM | Storm Pipe |
| TBM | Temporary Benchmark |
| TIG | Top of Gutter |
| T/W | Top of Wall Elevation |
| TYP | Typical |
| V/F | Vinyl Fence |
| W | With |
| W/F | Wood Fence |
| W.O. | Work Order |

TREE LEGEND

- OAK
- PALM
- SCHEFFLERA
- UNKNOWN
- AUSTRALIAN PINE
- LONG NEEDLE PINE

SYMBOL LEGEND

- Backflow Preventer
- Centerline
- Cleanout
- Crosswalk Signal
- Drainage Manhole
- Fire Hydrant
- Fire Department Control
- Gas Marker
- Guy Anchor
- Light Pole
- Light Post
- Mailbox
- Power Box
- Reclaimed Water Meter
- Reclaimed Water Stub
- Sanitary Manhole
- Sign
- Spot Elevation
- Telecommunication Box
- Utility Pole (Concrete)
- Utility Box
- Utility Vault
- Water Meter
- Water Valve

SURVEY NOTES:

- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO EASEMENTS, RIGHT-OF-WAY, AND OTHER MATTERS OF RECORD THAT A TITLE SEARCH MIGHT DISCLOSE.
- PLANIMETRIC FEATURES SHOWN HEREON WERE DETERMINED BY STANDARD FIELD SURVEYING METHODS.
- BEARING BASIS IS THE EASTERLY RIGHT-OF-WAY LINE OF GULF BOULEVARD BEING N15°32'00"W, PER PLATS.
- ALL INSTRUMENTS SHOWN HEREON ARE OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, UNLESS OTHERWISE SPECIFIED.
- UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SURFACE MARKINGS AND OR STRUCTURES. NO EXCAVATION WAS PERFORMED FOR THE LOCATION OF SUCH UTILITIES.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS PARCEL APPEARS TO BE IN FLOOD ZONE "AE (EL 10 FEET)", ACCORDING TO THE FLOOD INSURANCE RATE MAP, MAP NUMBER: 12103C0278H, MAP EFFECTIVE DATE: 08/24/2021, AS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
THIS MAP'S NOTES STATE THAT THE BASE FLOOD ELEVATIONS SHOWN REPRESENT ROUNDED WHOLE-FOOT ELEVATIONS AND THEREFORE MAY NOT EXACTLY REFLECT THE FLOOD ELEVATION DATA PRESENTED IN THE FLOOD INSURANCE STUDY (FIS) REPORT. THE FIS REPORT WAS NOT CONSULTED FOR THIS SURVEY.
THIS FLOOD ZONE NOTE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND ANY PROPOSED FINISHED FLOOR ELEVATIONS ARE TO BE DETERMINED BY THE PERMITTING AGENCY HAVING JURISDICTION.
- ELEVATION BASIS: NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) BENCHMARK UTILIZED: "196", PID NUMBER AG0101, ELEVATION = 3.24' AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY.
- LOCATIONS OF TREES SHOWN HEREON WERE LIMITED TO TREES 4" DIAMETER AT BREAST HEIGHT (DBH) OR LARGER.
GEODATA SERVICES INC. CAN ACCEPT NO RESPONSIBILITY FOR THE IDENTIFICATION OF THE TREE SPECIES SHOWN HEREON, ALTHOUGH EVERY EFFORT HAS BEEN MADE TO PROPERLY IDENTIFY THE TREES SHOWN HEREON. TREE IDENTIFICATION IS OUTSIDE THE EXPERTISE OF A PROFESSIONAL LAND SURVEYOR. THE TREE TYPES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD BE USED AFTER CONFIRMATION BY A CERTIFIED ARBORIST OR OTHER SUCH PROFESSIONAL.
- LOCATION OF THE SUBMERGED LANDS LEASE SHOWN HEREON IS APPROXIMATE DUE TO THE SKETCH PORTION OF ATTACHMENT A IN THE SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL, BOT FILE NO. 520032393, CONSISTING OF WHOLE FOOT MEASUREMENTS ONLY WITH NO BEARINGS.
- INFORMATION FROM THE STATE OF FLORIDA ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 15100-2503, ROAD NO. 699 WAS UTILIZED IN THE PREPERATION OF THIS SURVEY.
- INFORMATION FROM A SURVEY PREPARED BY POLARIS ASSOCIATES INC., JOB NO. 5436-01, DATED 03/27/23 WAS UTILIZED IN THE PREPARATION OF THIS SURVEY, INCLUDING, BUT NOT LIMITED TO, A DRAINAGE EASEMENT GRANTED TO THE STATE OF FLORIDA RECORDED IN DEED BOOK 1560, PAGE 609. (DOCUMENT WAS NOT PROVIDED TO THIS SURVEYOR)

THIS SURVEY IS COMPOSED OF 2 SHEETS. SURVEY NOT COMPLETE WITHOUT BOTH SHEETS.

AN UNSIGNED SURVEY DRAWING IS FOR INFORMATIONAL PURPOSES ONLY.

W.O. #6915 FIELD DATE: AUGUST 9, 2023

DRAWN BY: HW

CHECKED BY: DJE

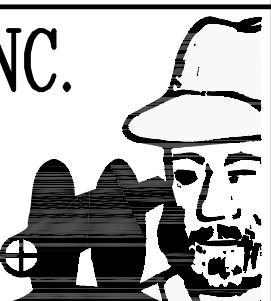
SCALE: 1"=20'

FIELD BOOK / PAGE(S): 2-22/63-65

SHEET 2 OF 2

GEODATA SERVICES INC.

1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727) 447-1763



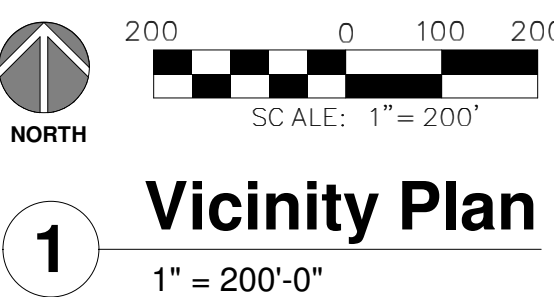
LB 7466

An aerial satellite view of a coastal area, likely in the United States. A red circle highlights a specific location on the shoreline, near a cluster of buildings and a road. The surrounding area includes a large body of water, a golf course, and a residential development. The text "Google Earth" is visible in the bottom left corner.

[illegible]

ABBREVIATIONS

A.F.C.	ABOVE FINISH CEILING	IMAG.	IMAGE
A.F.F.	ABOVE FINISH FLOOR	INSUL.	INSULATION
A.C.T.	ACQUISITION, CEILING TILE	JOINT	JOINT
ALUM.	ALUMINUM	LO.	KNOCK OUT
B.K.	BLOCK	LO.	LOCK
BOTT.	BOTTOM	MANUF.	MANUFACTURER
B.T.G.	BOTTOM TRACK	M.C.	MEDICAL CLOSET
BLDG.	BUILDING	M.C.J.	MASONRY CONTROL JOINT
CLG.	CEILING	M.D.	MASONRY OPENING
CAR.	CARPET	MAX.	MAXIMUM
C.C.	CERAMIC TILE	MECH.	MECHANICAL
CH.	CHALK BOARD	MTL.	METAL
COL.	COLOR	M.L.	METAL LATH
COMC.	COMMON	MIN.	MINIMUM
CONTR.	CONTROL JOINT	MIRR.	MIRROR
C.M.U.	CONCRETE MASONRY UNIT	N.	NORTH
D.	DOWN	N.I.C.	NOT IN CONTRACT
D.S.	DOWN SPOUT	N.O.S.	NOT TO SCALE
D.W.	DRINKING WATER	N.	NUMBER
ELAST.	ELASTOMERIC	O.C.	ON CENTER
ELEV.	ELEVATION	P.T.	PLANT
EQU.	EQUAL	P.L.	PLASTER
EXST.	EXISTING	P1.	PRESSURE TREATED
EXP.	EXPANSION	Q.T.	QUARRY TILE
E.J.	EXPANSION JOINT	R.F.	REINFORCING
EXSTG	EXISTING	REQD.	REQUIRED
E.I.F.S.	EXTERIOR INSULATION & FINISH SYSTEM	R.D.	ROOF DRAIN
FIN.	FINISH	RFG.	ROUGH
F.E.	FIRE EXTINGUISHER	R.M.	ROOM
F.A.	FIRE ALARM	R.T.	ROBBING TILE
FL.	FLASTER	SPEC.	SPECIFICATIONS
F.L.	FLOOR	STL.	STEEL
FUR.	FUR	T.B.	TACK BOARD
FTG.	FOOTING	TYP.	TYPICAL
F.T.	FOOT TRIM	U.A.O.	UNLESS NOTED OTHERWISE
FDN.	FOUNDATION	V.C.T.	VERTICAL
GALV.	GALVANIZED	V.M.	VENT, COMPOSITION TILE
G.L.	GROUT	WGT.	WEIGHT
G.W.B.	GYPSUM WALL BOARD	W.C.	WATER CLOSET
H.W.	HARDWARE	WIN.	WINDOW
HGT.	HEIGHT	W.	WITH
H.M.	HOLLOW METAL	WD.	WOOD



[illegible]

ISSUE TITLE

PROJECT ADDRESS

WINDWARD PASS
RESORT
3815, 3855, 3859 & 3861 Gulf Blvd

SHEET TITL

VICINITY MAP

PROJECT
022-032

SCALE

SCALE
1" = 100'-0"

DRAWN BY
II

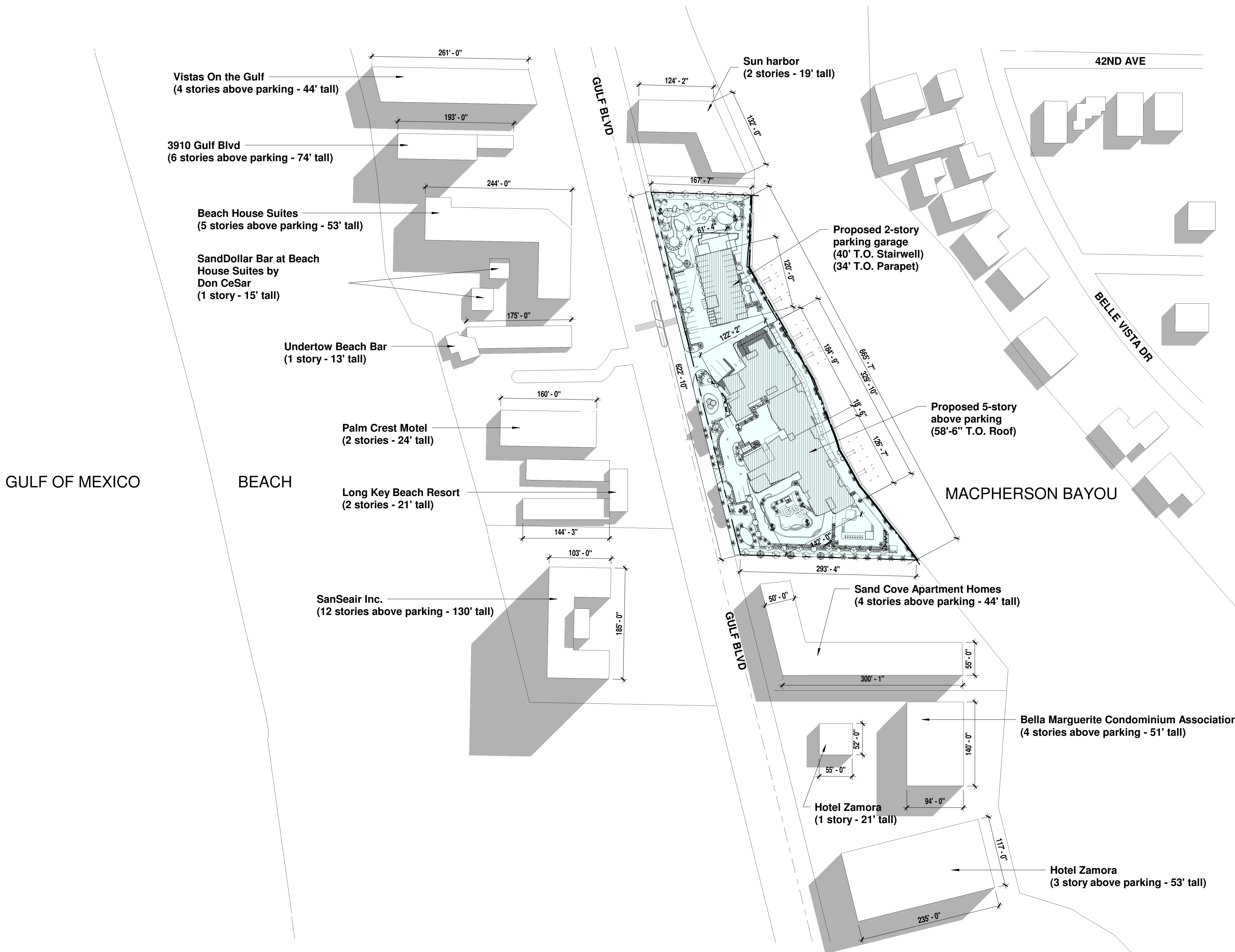
DATE
03/17/25

ORIGINAL SHEET
SIZE : 24" X 36"

SHEET NUMBER

A1-011

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1 Vicinity Map - Presentation

$$1'' = 100'-0''$$

[illegible]

ISSUE TITLE

PROJECT ADDRESS
**WINDWARD PASS
RESORT**
3815, 3855, 3859 & 3861 Gulf Blvd

SHEET TITLE

PROJECT
022-032

SCALE

$$1^{\circ} = 30' - 0''$$

DRAWN BY

 π

DATE _____

03/17/25

ORIGINAL SIZE : 24" X 36"

SHEET NUMBER

A1-100

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[illegible]

ISSUE TITLE

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WINDWARD PASS
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SHEET TITLE

LEVEL 1 SITE PLAN

PROJECT
022-032

SCALE
As indicated

DRAWN BY
II

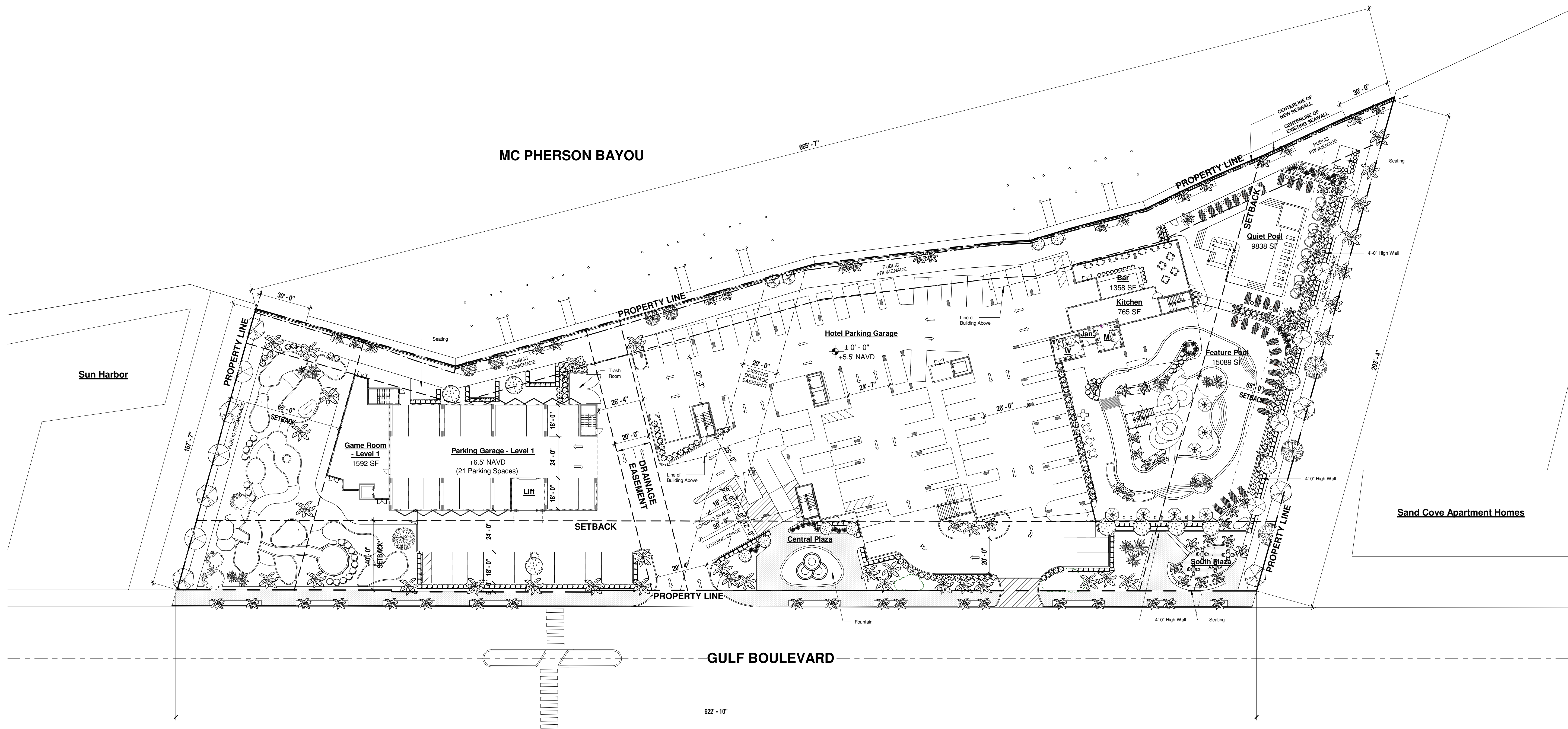
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03/17/25

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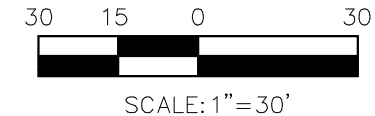
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A1-101

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PARKING SUMMARY	
Level 1 - Hotel Garage	64
Level 1 - Loading Spaces	02
Level 1 - Slips	12
Level 1 - Surface	12
Level 1 - Parking Garage	21
Level 2 - Parking Garage	42
<u>Level 3 - Parking Garage Roof</u>	<u>22</u>
Total	175



1 SITE PLAN - LEVEL 1 (GROUND FLOOR)
1" = 30'-0"

[illegible]

ISSUE TITLE

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WINDWARD PASS
RESORT

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SHEET TITLE

LEVEL 2 SITE PLAN

PROJECT
022-032

SCALE
As indicated

DRAWN BY
II

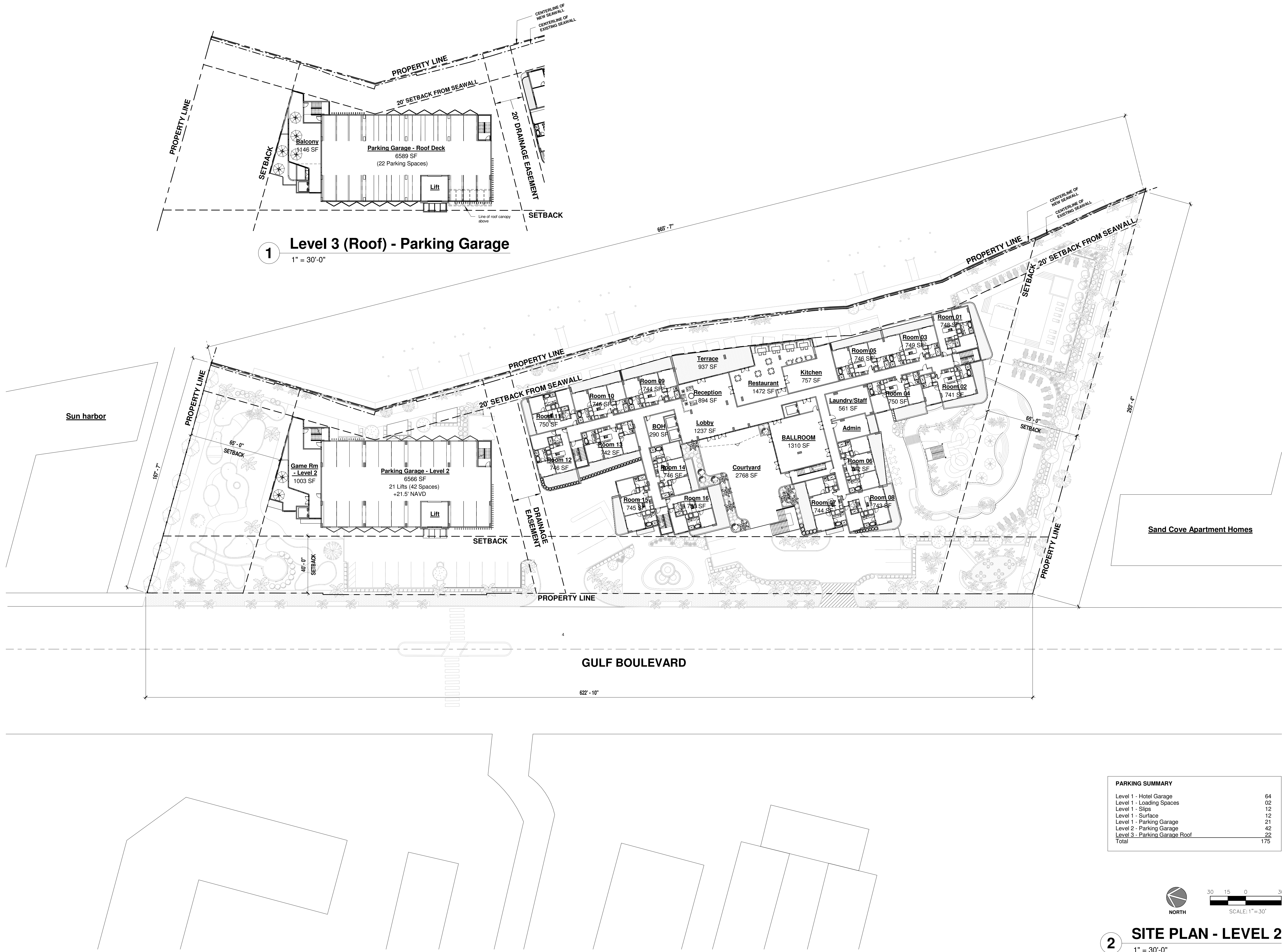
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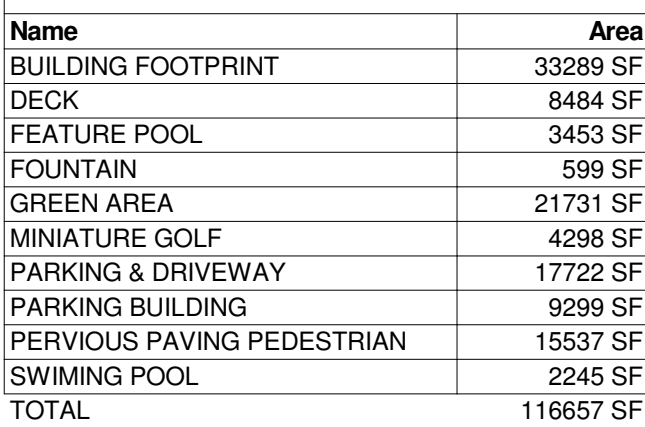
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SIZE : 24" X 36"

SHEET NUMBER

A1-102

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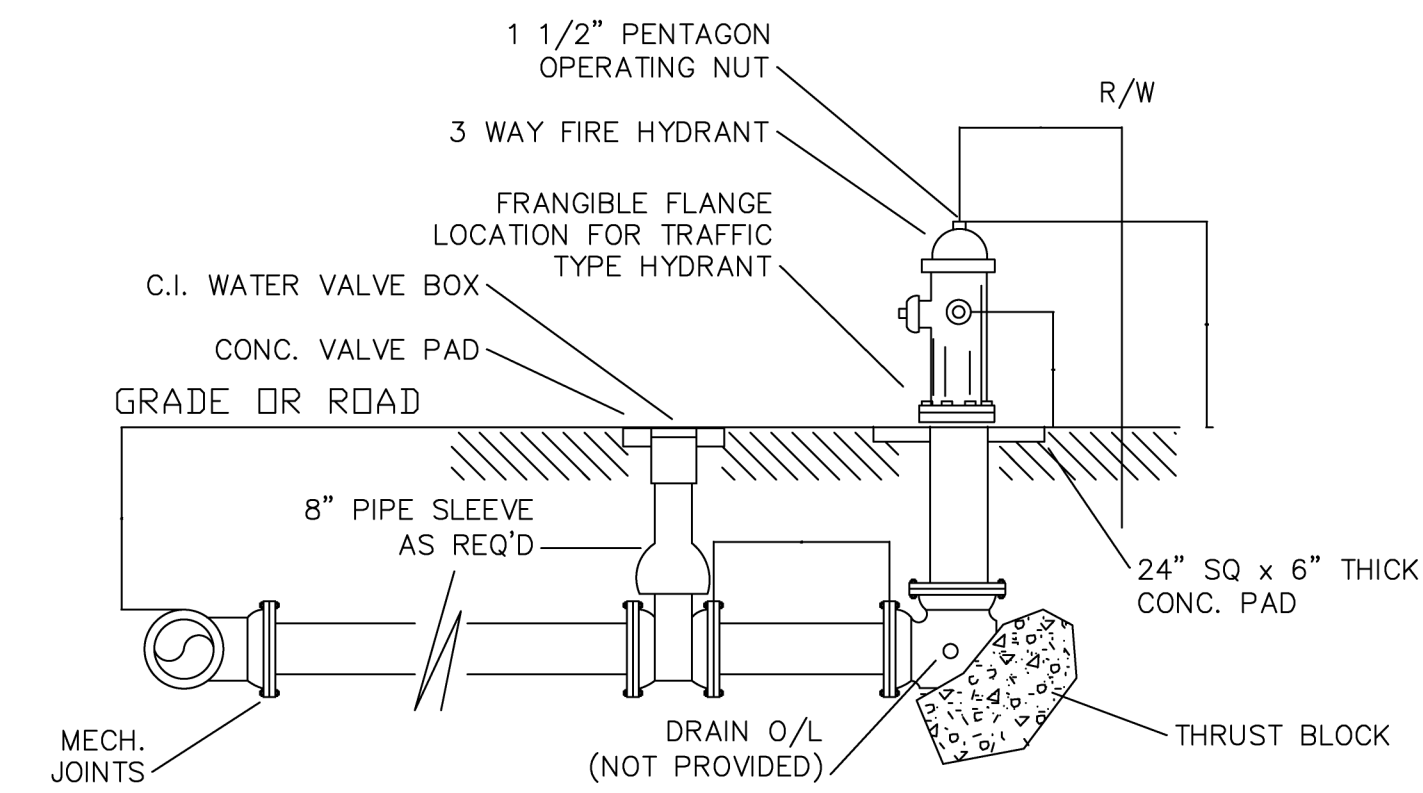
WINDWARD PASS
RESORT

3815, 3855, 3859 & 3861 Gulf Blvd

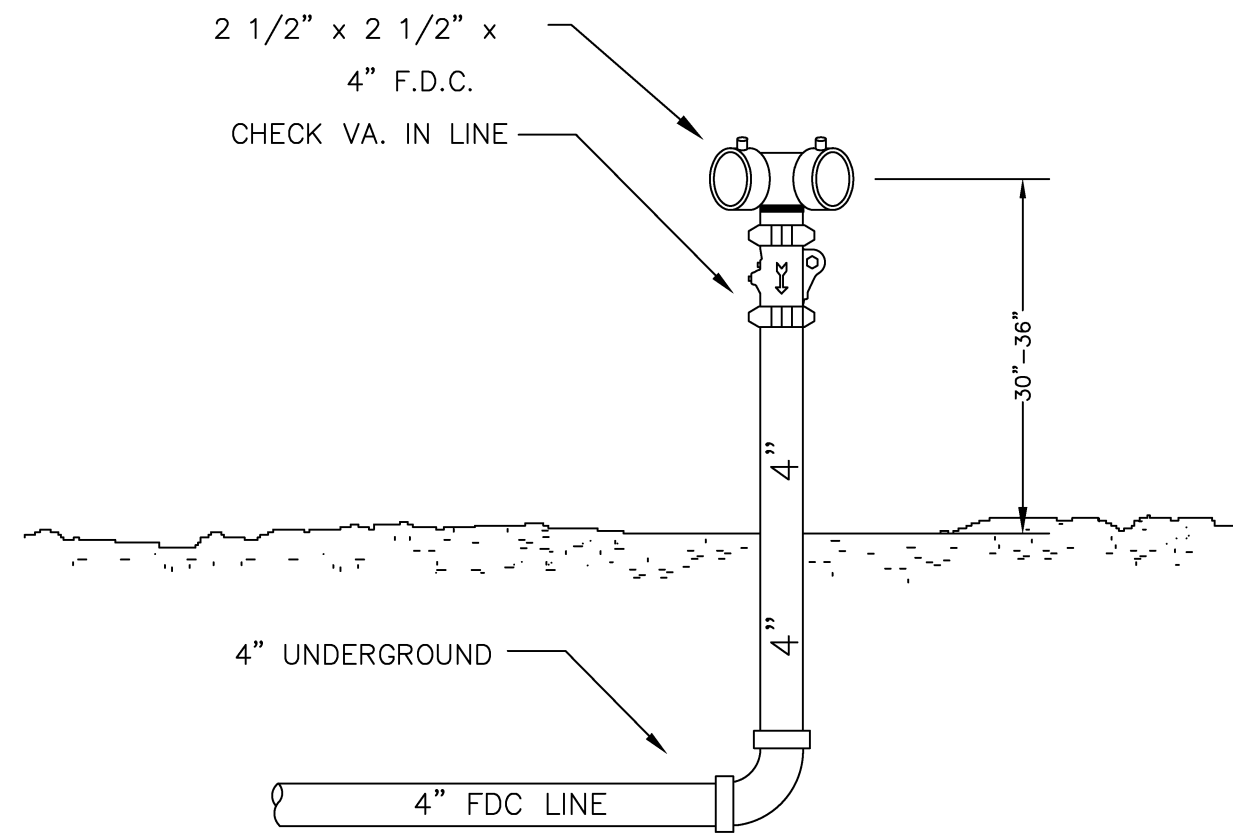
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FIRE ACCESS PLAN

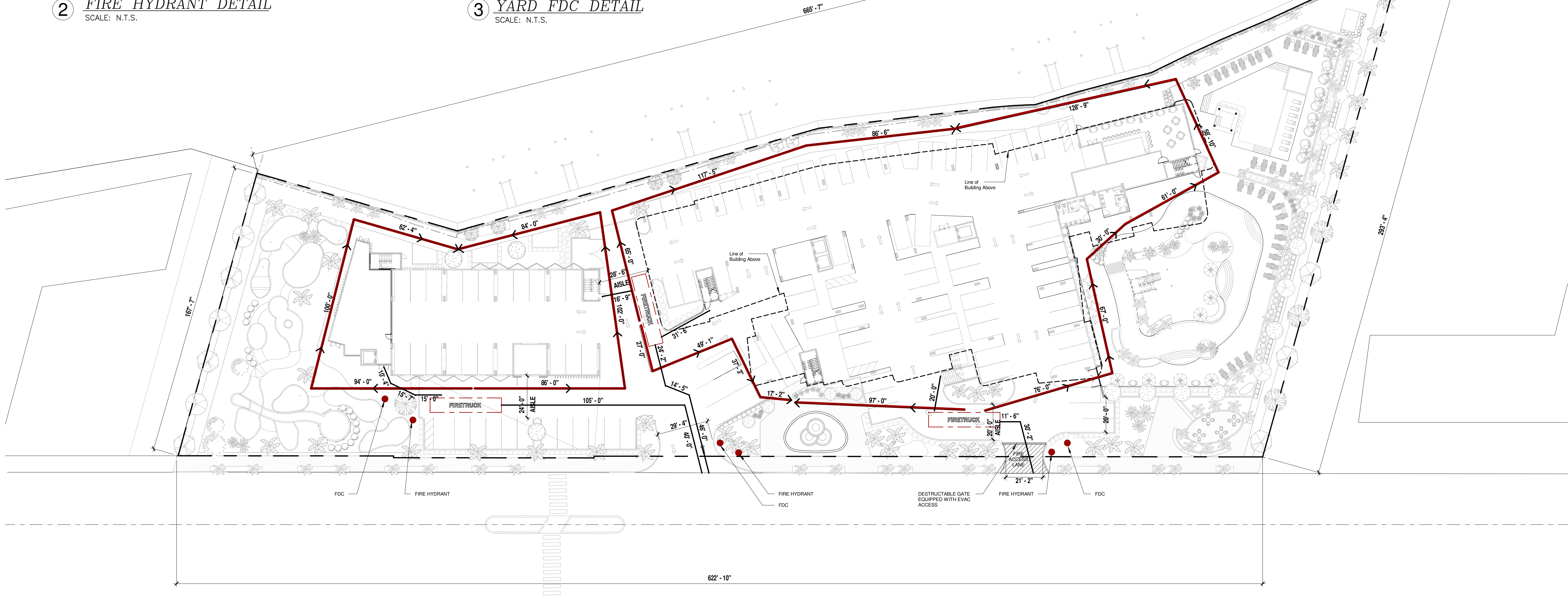
PROJECT 022-032	SHEET NUMBER
SCALE As indicated	A1-104
DRAWN BY TT	
DATE 03/17/25	
ORIGINAL SHEET SIZE : 24" X 36"	© BODZIAK/HAYES ARCHITECTS, PLLC



② FIRE HYDRANT DETAIL
SCALE: N.T.S.



③ YARD FDC DETAIL
SCALE: N.T.S.



NOTES :

1. ALL FDCs SHALL BE PROVIDED WITH SIGNAGE STATING BUILDING BEING SERVED, LOCATION, AND FIRE PROTECTION SYSTEM
2. FIRE DEPARTMENT ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT IMPOSED LOADS OF FIRE APPARATUS (70,000 LBS) AND SHALL BE PROVIDED WITH AN ALL-WEATHER DRIVING SURFACE
3. A 36" CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS; A CLEAR SPACE OF NOT LESS THAN 60" SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION

1 FIRE ACCESS PLAN

$$1'' = 30'-0''$$

[illegible]

ISSUE TITLE

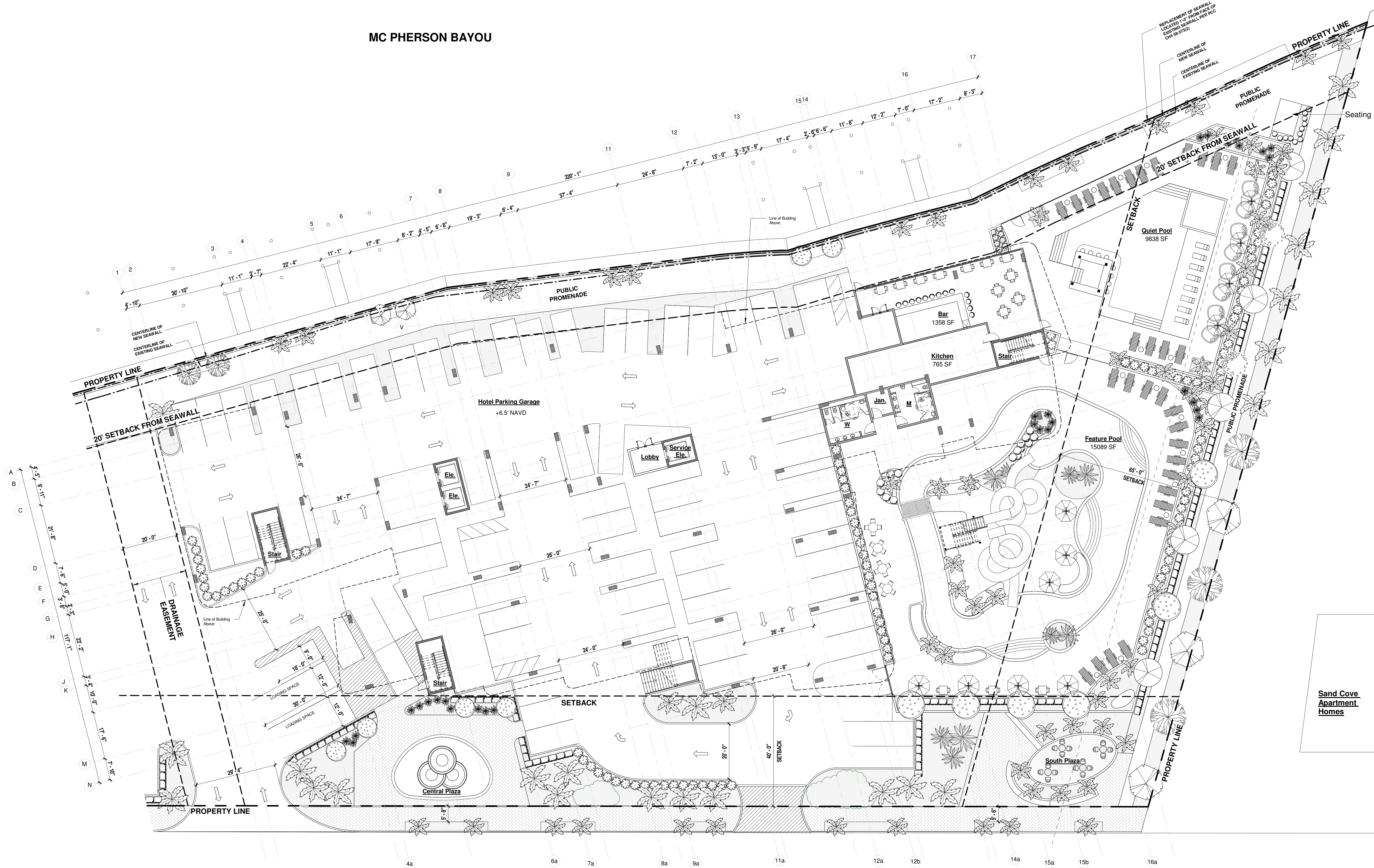
CONDITIONAL USE
PERMIT

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WINDWARD PASS
RESORT
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SHEET TITLE

LEVEL 1 FLOOR
PLAN

PROJECT 022-032	SHEET NUMBER
SCALE 1/16" = 1'-0"	A2-201
DRAWN BY TT	
DATE 03/17/25	
ORIGINAL SHEET SIZE : 24" X 36"	© BODZIAK/HAYES ARCHITECTS, PLLC



1 LEVEL 1 FLOOR PLAN

[illegible]

ISSUE TITLE

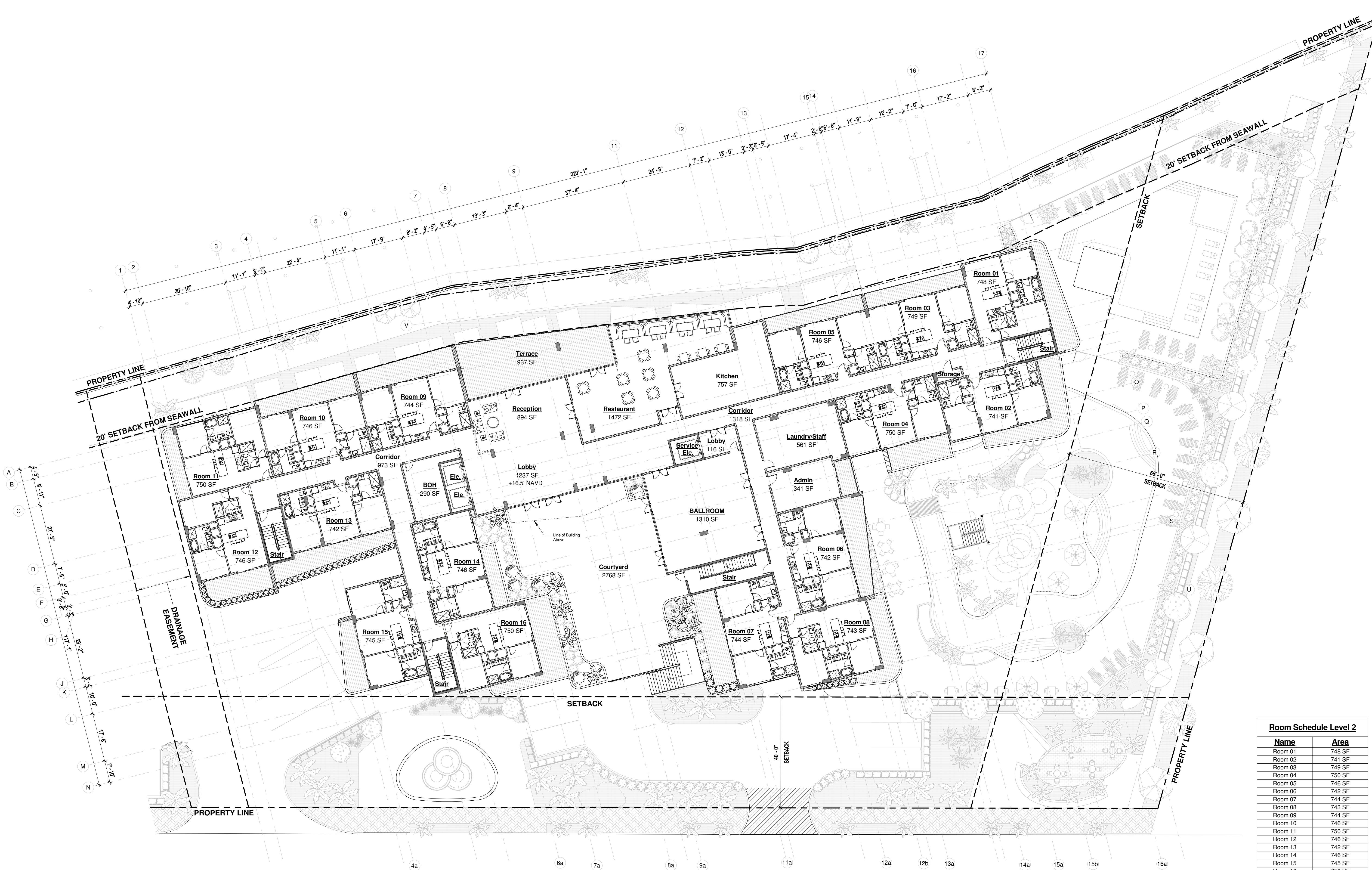
CONDITIONAL USE PERMIT

PROJECT ADDRESS
WINDWARD PASS
RESORT
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SHEET TITLE

LEVEL 2 FLOOR
PLAN

PROJECT 022-032	SHEET NUMBER
SCALE 1/16" = 1'-0"	A2-202
DRAWN BY TT	
DATE 03/17/25	
ORIGINAL SHEET SIZE : 24" X 36"	© BODZIAK/HAYES ARCHITECTS, PLLC



1 LEVEL 2 FLOOR PLAN

[illegible]

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PROJECT
022-032

SCALE
1/16" = 1'-0"

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TT

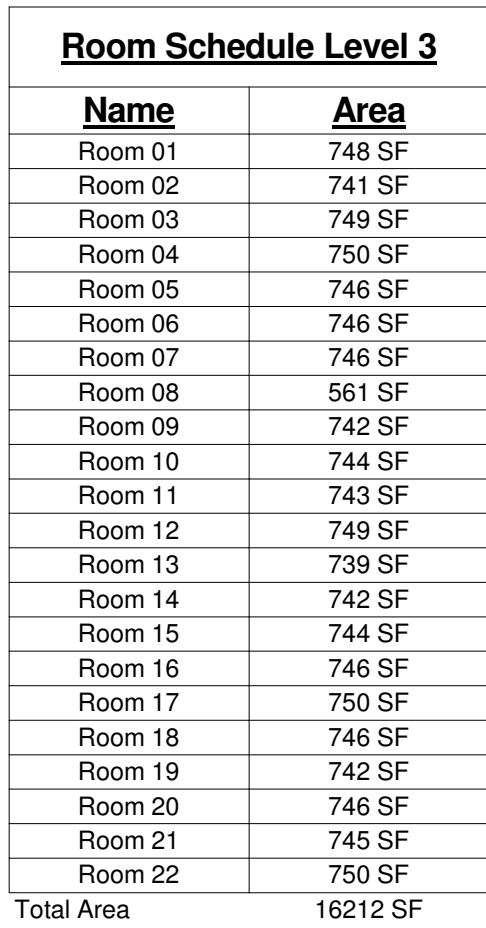
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ORIGINAL SHEET
SIZE : 24" X 36"

SHEET NUMBER

A2-203

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1 LEVEL 3 FLOOR PLAN

[illegible]

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SHEET TITLE

LEVEL 4 FLOOR
PLAN

PROJECT
022-032

SCALE
1/16" = 1'-0"

DRAWN BY
II

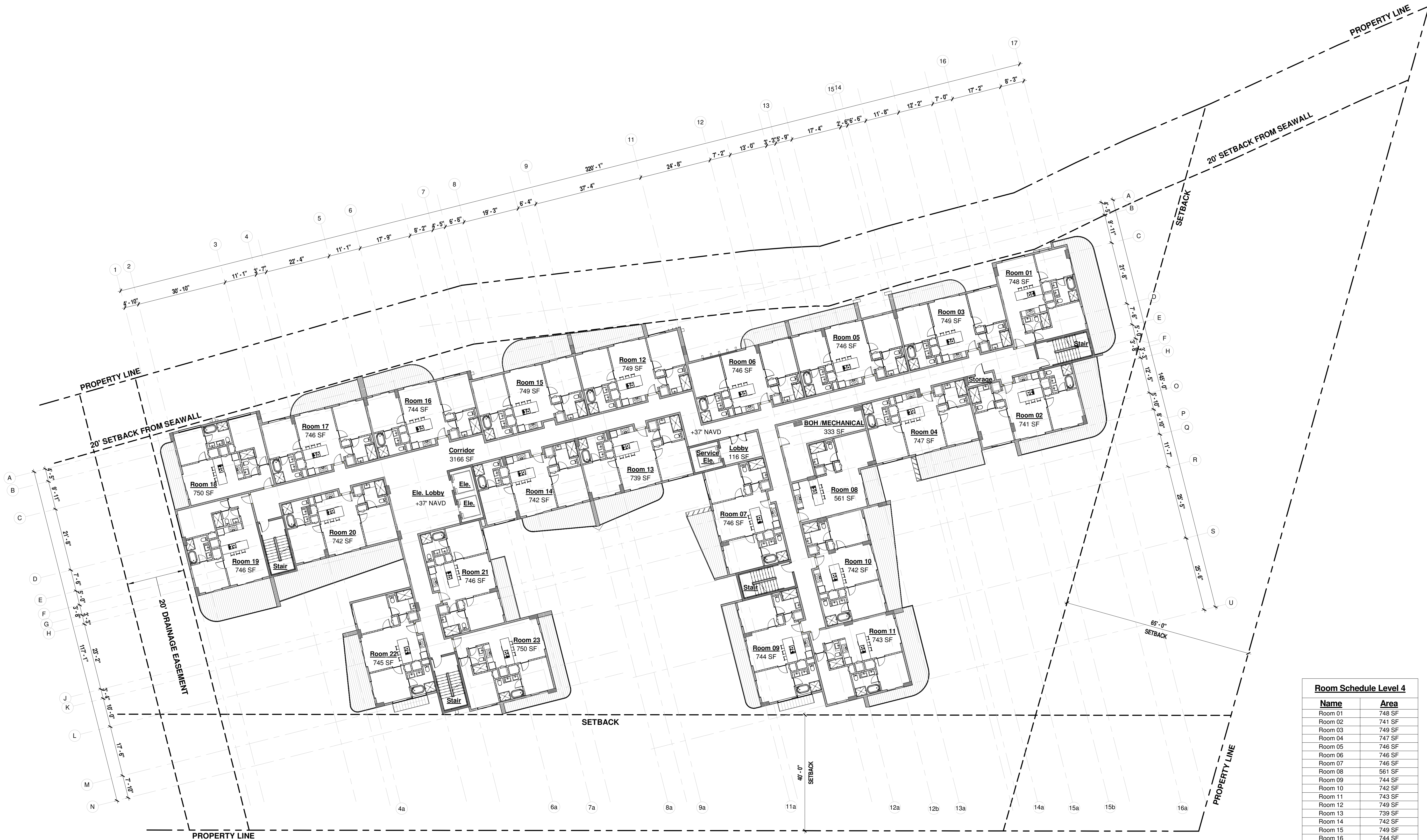
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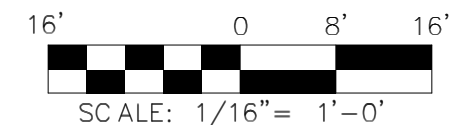
SHEET NUMBER

A2-204

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<u>Room Schedule Level 4</u>		
<u>Name</u>	<u>Area</u>	
Room 01	748 SF	
Room 02	741 SF	
Room 03	749 SF	
Room 04	747 SF	
Room 05	746 SF	
Room 06	746 SF	
Room 07	746 SF	
Room 08	561 SF	
Room 09	744 SF	
Room 10	742 SF	
Room 11	743 SF	
Room 12	749 SF	
Room 13	739 SF	
Room 14	742 SF	
Room 15	740 SF	
Room 16	744 SF	
Room 17	746 SF	
Room 18	750 SF	
Room 19	746 SF	
Room 20	742 SF	
Room 21	746 SF	
Room 22	745 SF	
Room 23	750 SF	
Total Area	16958 SF	



2

LEVEL 4 FLOOR PLAN

$$1/16'' = 1'-0''$$



[illegible]

ISSUE TITLE

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WINDWARD PASS
RESORT
3815, 3855, 3859 & 3861 Gulf Blvd

SHEET TITLE

PROJECT
022-032

SCALE
1/16" = 1'-0"

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II

DATE
03/17/25

ORIGINAL SHEET
SIZE : 24" X 36"

SHEET NUMBER

A2-206

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[illegible]

ISSUE TITLE

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RESORT
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SHEET TITLE

PROJECT
022-032

SCALE
1/16" = 1'-0"

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ORIGINAL SHEET
SIZE : 24" X 36"

SHEET NUMBER

A2-207

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1

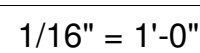
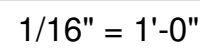
ROOF PLAN

$$1/16'' = 1'-0''$$

ISSUE TITLE

SHEET TITLE

A3-100



CONSULTANTS

PATRICIA P. MONTECKI P.E.

5032 CHANCELLOR ST, SAINT
PETERSBURG, FL 33703
TEL: 727.235.1650

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ARCHITECT'S / CONSULTANT'S STAMP

KEY PLAN

[illegible]

ISSUE TITLE

CONDITIONAL USE PERMIT

PROJECT ADDRESS

WINDWARD PASS
RESORT
3815, 3855, 3859 & 3861 Gulf Blvd

SHEET TITLE

EXTERIOR ELEVATIONS

PROJECT

022-032

SCALE

 $1/16^{\circ}$ =

DRAWING

II

DATE _____

03/17/25

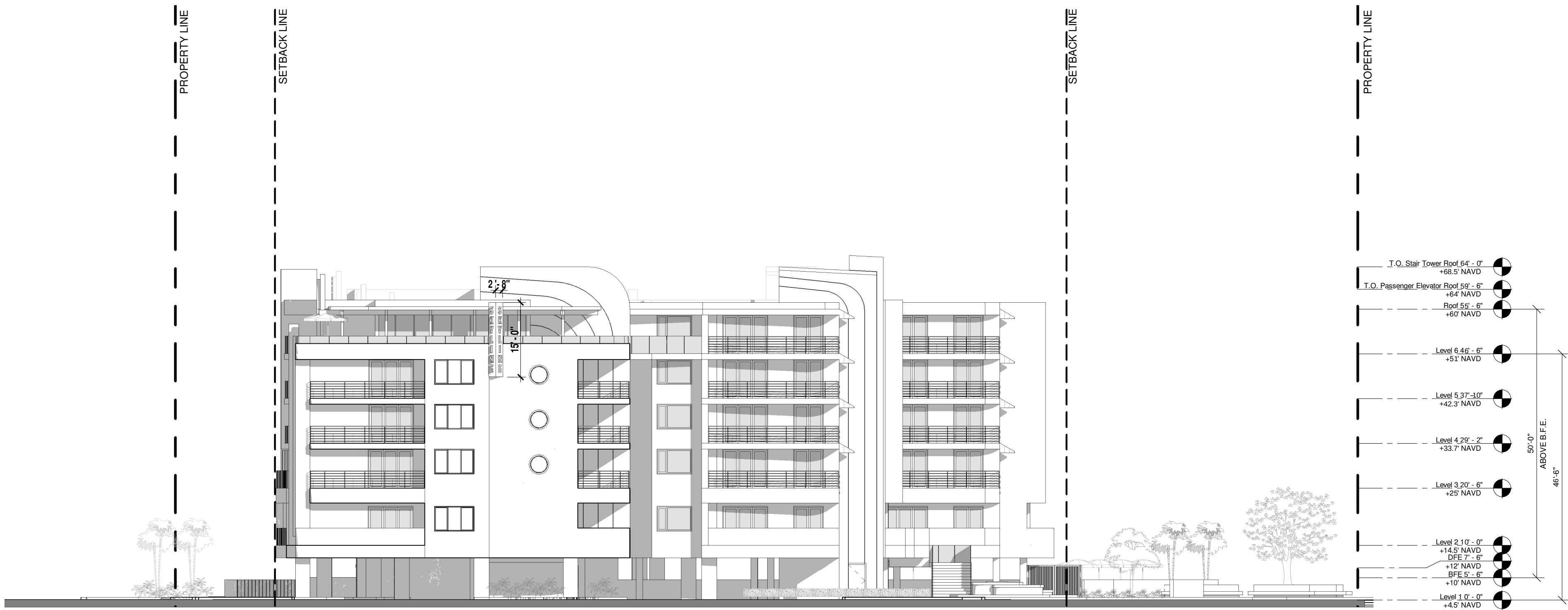
CONCLUSIONS

SIZE : 24" X 36"

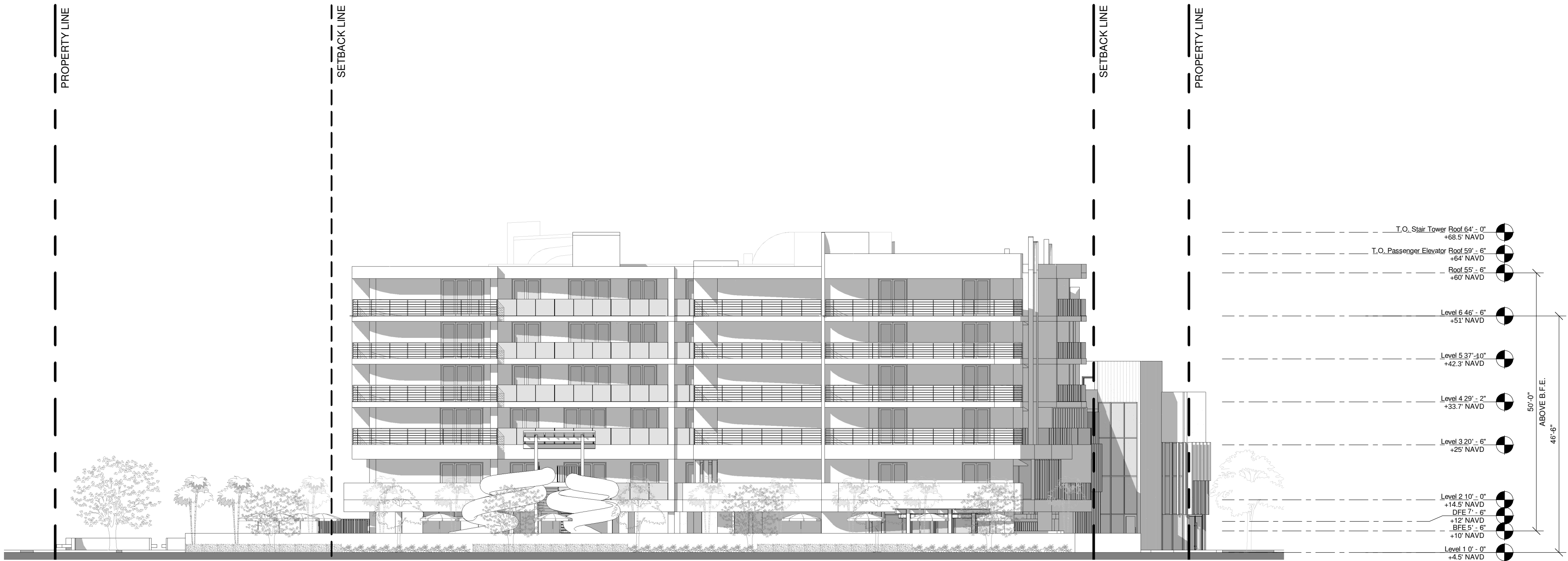
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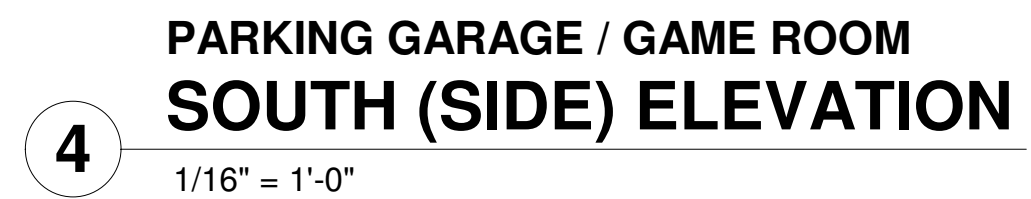
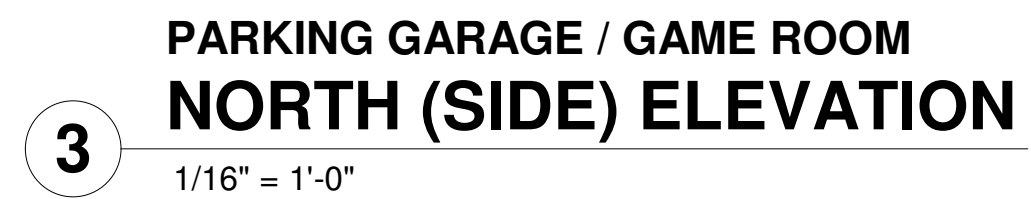
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1 NORTH (SIDE) ELEVATION
1/16" = 1'-0"



2 SOUTH (SIDE) ELEVATION
1/16" = 1'-0"



ISSUE TITLE

CONDITIONAL USE PERMIT

SHEET TITLE

EXTERIOR
ELEVATIONS

A3-103

[illegible]

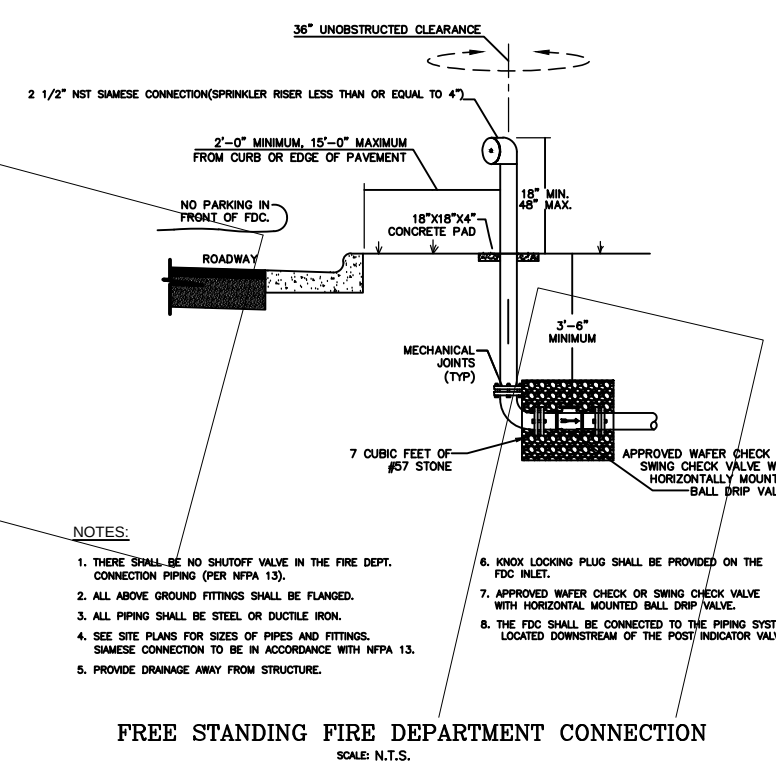
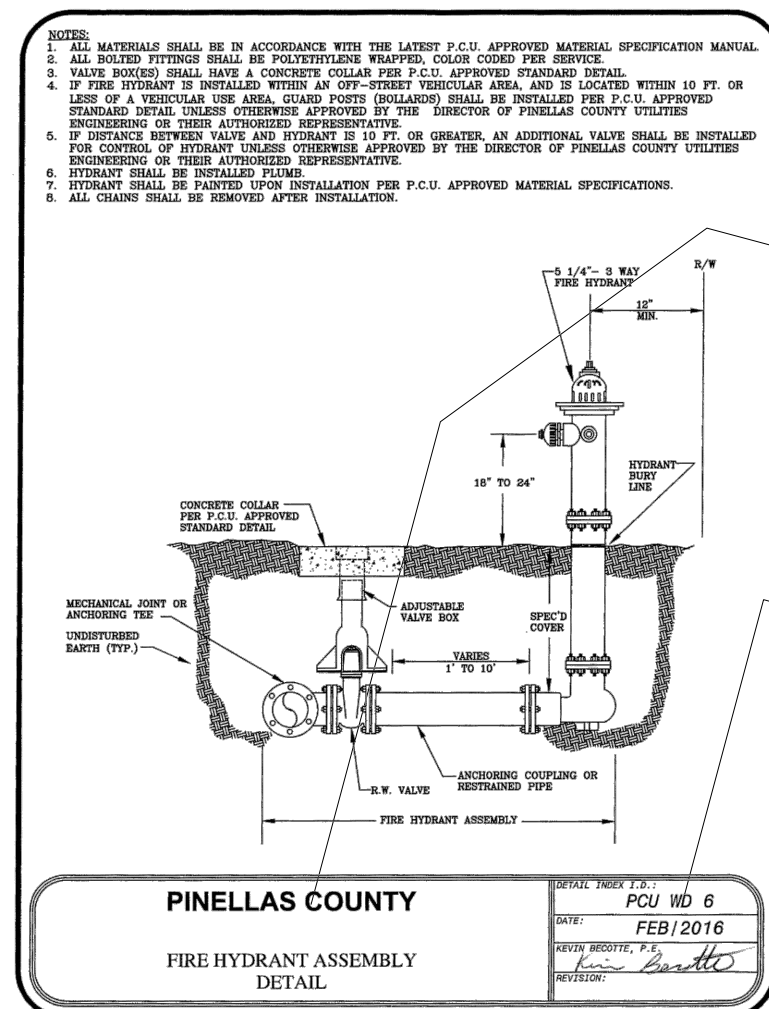
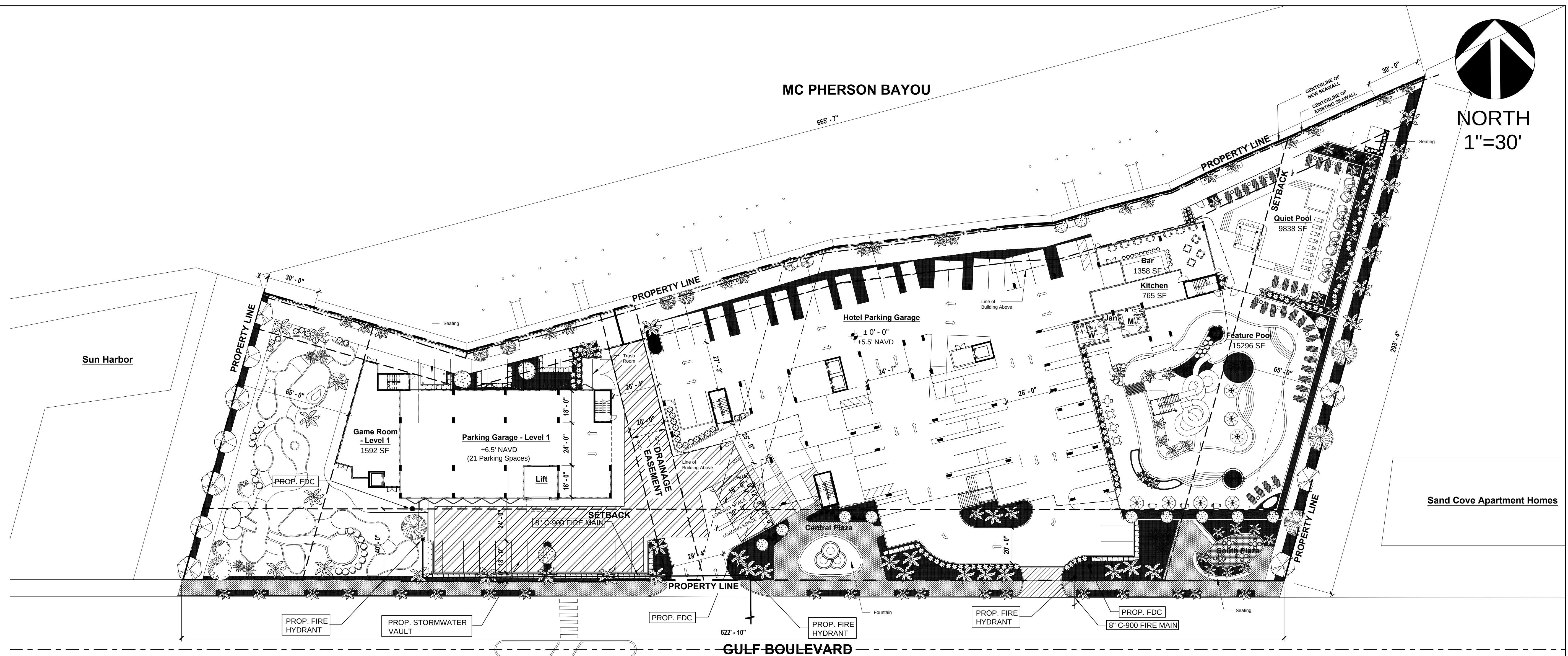
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PROJECT ADDRESS

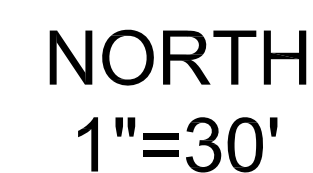
3815, 3855, 3859 & 3861 GULF BLVD.
ST PETE BEACH, FLORIDA

SHEET TITLE

PROJECT 022-032	SHEET NUMBER
SCALE As indicated	C-1
DRAWN BY CM	
DATE 04/04/24	
ORIGINAL SHEET SIZE : 24" X 36"	
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- ### NOTES
1. REQUIRED FIRE FLOW PER TABLE NFPA 18.4.5.2.1: 3500 GPM FOR 3 HOUR DURATION.
 2. ESTIMATED SEWAGE FLOW (PER CHAPTER 62-6 TABLE I):
USE: RESORT HOTEL, 200 GPD/ROOM
ESTIMATED FLOW: $200 \text{ GPD/ROOM} \times 104 \text{ RMS} = 20,800 \text{ GPD}$
ESTIMATED PEAK FLOW: $20,800 \text{ GPD} \times 3(\text{PF}) \times 1\text{DAY}/24\text{H} \times 1\text{H}/60 \text{ MIN} = 43.44 \text{ GPM}$
 3. STORMWATER RETENTION WILL BE PROVIDED IN ACCORDANCE WITH SWFWMD, FDEP & CITY OF ST. PETE BEACH REQUIREMENTS. RUNOFF WILL BE CONVEYED TO AN ON SITE UNDERGROUND SYSTEM AND PERCOLATE INTO THE SOIL.
DISCHARGE WILL BE TO MCPHERSON BAYOU AT THE PRE-DEVELOPMENT RATE OF THE UNDEVELOPED SITE.



BODZIAK / HAYES
ARCHITECTS

ARCHITECT
BODZIAK / HAYES ARCHITECTS PLLC
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BRITT HAYES AIA, FL #AR102428
5665 CENTRAL AVE,
SAINT PETERSBURG, FL 33710
TEL: 727-327-1966
FAX:
EMAIL: INFO@BODZIAKHAYES.COM

OWNER

Client Name

TAMPA HOME PRO INC.
110 CRENSHAW LAKE RD STE 200, LUTZ, FL
33548

CONSULTANTS



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ARCHITECTS / CONSULTANTS STAMP

PATRICIA P. MONTECKI
FL NO. 54894
DATE:

KEY PLAN

[illegible]

ISSUE TITLE

PROJECT ADDRESS

**WINDWARD PASS
RESORT**
3815, 3855, 3859 & 3861 GULF BLVD.
ST PETE BEACH, FLORIDA

SHEET TITLE

FIRE TRUCK TURNING TEMPLATE

PROJECT
022-032

SCALE

As indicated

DRAWN BY

CM

DATE
01/01/00

04/04/24
ORIGINAL SHEET

ORIGINAL SHEET
SIZE : 24" X 36"

1 SHEET NUMBER

C-2

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[illegible]

ISSUE TITLE

PROJECT ADDRESS

WINDWARD PASS
RESORT

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SHEET TITLE

PROJECT

022-032

SCALE

$$1^s = 30^j - 0^s$$
DRAWN BY
H

11

DATE
09/20/24

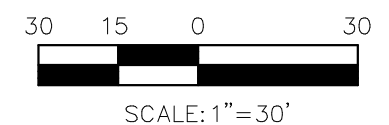
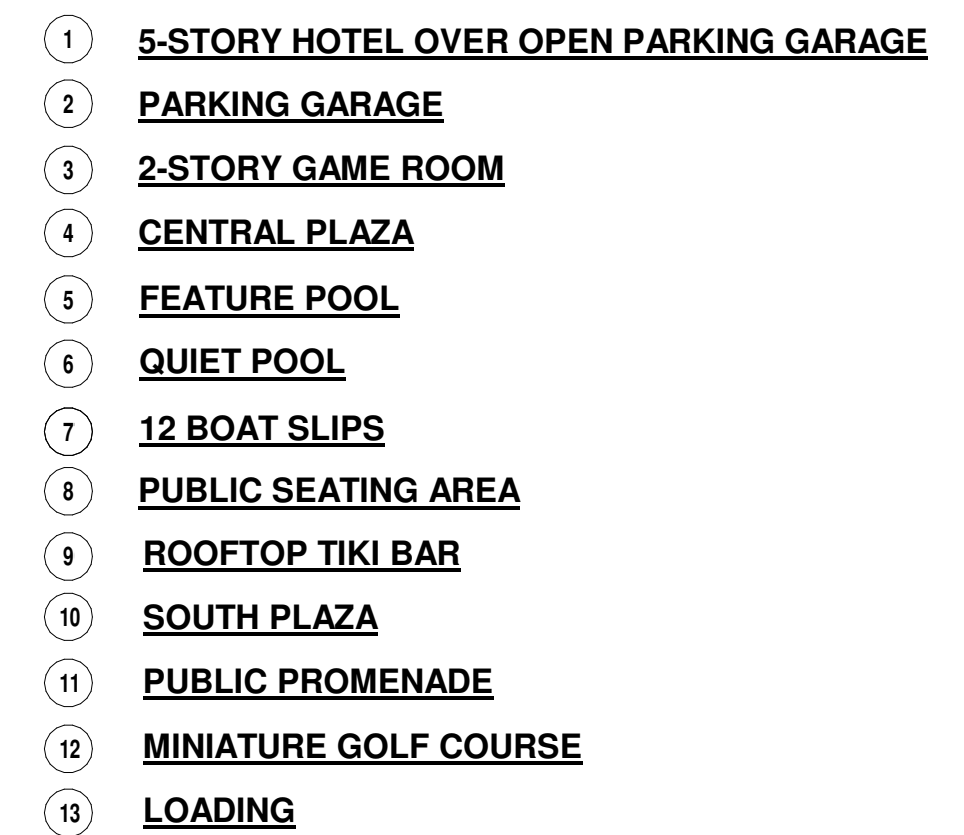
ORIGINAL SHEET

ORIGINAL SHEET
SIZE : 24" X 36"

SHEET NUMBER

A1-100

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1 **LEVEL 1 SITE PLAN**
1" = 30'-0"



WINDWARD PASS RESORT

Conditional Use Permit
March 17, 2025

BODZIAK/
HAYES
ARCHITECTS

WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



CONDITIONAL USE PERMIT APPLICATION - UPDATED MARCH 17, 2025

WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



CONDITIONAL USE PERMIT APPLICATION - UPDATED MARCH 17, 2025

WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



WINDWARD PASS RESORT



CONDITIONAL USE PERMIT APPLICATION - UPDATED MARCH 17, 2025

BODZIAK/HAYES

ARCHITECTS

September 20, 2024

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

ATTN: Kelly Intzes, Fire Marshal
Brandon Berry, Planner

RE: Windward Pass Resort Conditional Use Permit & Density Pool Application #: 23085
Undue Hardship Variance Request #24058
Parcel ID: #07-32-16-07398-001-0170, 07-32-16-07398-001-0230,
07-32-16-18143-001-0010, 07-32-16-18143-001-0020] - Windward Pass Resort

Dear Brandon Berry and Kelly Intzes,

We are here-in responding to your technical review committee comments issued September 16, 2024 and the additional Fire Review comments received via email 9/18/2024. We are providing revised plans and rendered views that address these comments, as itemized below:

Planning & Zoning:

----- COMMENTS PERTAINING TO UNDUE HARDSHIP VARIANCE DATED 09/16/2024 -----

1. Zoning staff has no concerns about the quiet pool proposed setback. The amenity is reasonable for the scale of the project requested, of similar size, location relative to the property line, and operation compared with the apartment complex to the south, and seems logically-located given the constraints of the property.

[Response:](#)

Determination acknowledged.

2. The feature pool is larger than other similar developments in the vicinity and zoning district, and a more active use than any in the yard abutting the use to the south. Staff finds concerns about abutting property nuisance could be resolved through proposed landscaping for the development and hours of operation limitations, and recognizes the uniqueness of the property shape in creating on-site development challenges. However, the applicant should be prepared to either amend the application or provide additional testimony at the hearing on how this portion of the variance is the minimum necessary to "[make] possible the reasonable use of the land, building or structure" (question 7) as the feature is uncommon for the vicinity and district and staff does not currently find support for it being an essential component of the development from a minimum land use perspective.

[Response:](#)

The Undue Hardship Variance Exhibit "B" items #7 & 8 has been amended to address these comments. Additionally, we further modified the site plan to create a 10' additional landscape buffer, with substantial landscaping and trees for noise dampening purposes. As a consequence of providing the landscape buffer the feature pool setback was increased to 31'-6" from the property line, in parity with the setback originally proposed for the quiet pool.

3. The application for this development is complete and eligible to move forward to Board hearings. Staff will look at scheduling for either the October 21 or November 18 Planning Board meeting. Do

5665 CENTRAL AVENUE, ST. PETERSBURG, FL 33710
PHONE: (727) 327-1966 | FAX: 1 (727) 826-0968
JOHN A. BODZIAK, AIA, #AR0005065 | BRITT BROWNE HAYES, AIA, #AR102428

BODZIAK/HAYES

ARCHITECTS

you have a preference, and are you planning on submitting any application or plan modifications prior to the hearing?

Response:

Revised plans, revised Variance Exhibit "B", and updated rendered views are provided in this submittal. Per our Technical Review Committee meeting discussion, it is our preference to proceed with the Planning Board meeting on October 21st.

Fire:

----- COMMENTS PERTAINING TO CONDITIONAL USE PERMIT RECEIVED VIA EMAIL 09/18/2024 -----

4. The response letter reflects page A1-104 which was not included in this pdf.

Response:

A1-104 is included in this resubmittal for your reference.

5. Page C-2 only shows the fire truck pulling into the property but does not reflect exiting.

Response:

Vehicle movement exhibit sheet C-2 has been updated to show access & back out to all three proposed fire truck landing locations. The maneuverability is based on T23 truck specifications provided, which are also included on this sheet as a detail for clarity.

6. Page C-2 provide the dimensions for compliance with NFPA 1: 18.2.3.2.2.1.

Response:

C-2 has been updated to reflect the dimensions also shown on A1-104.

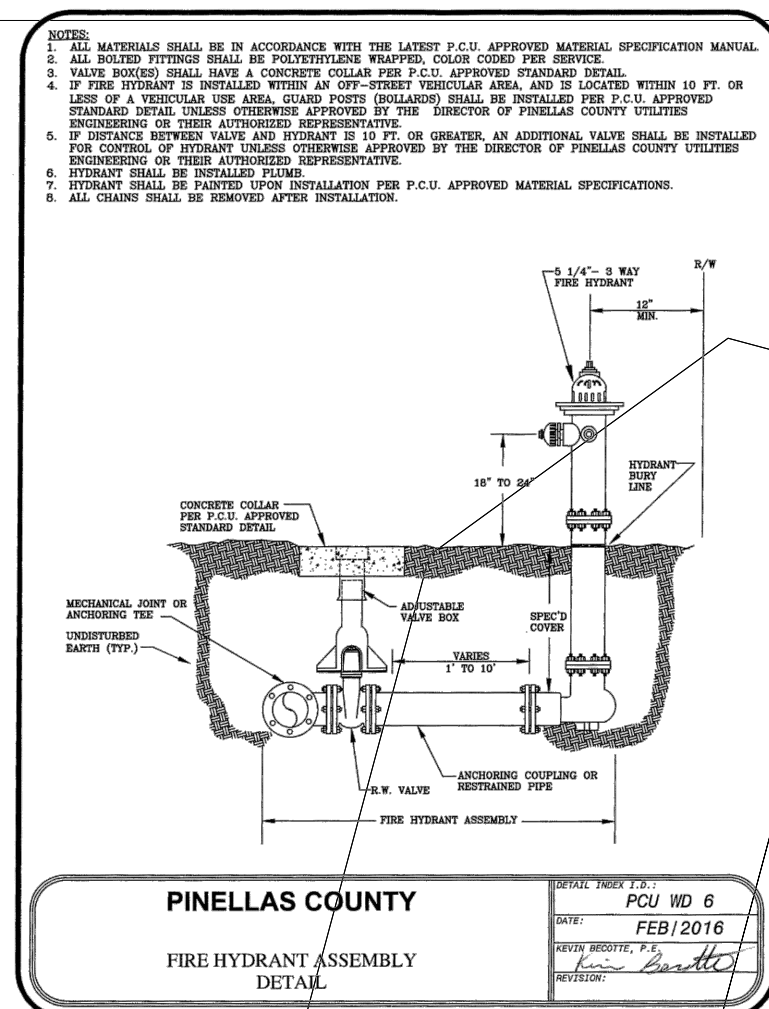
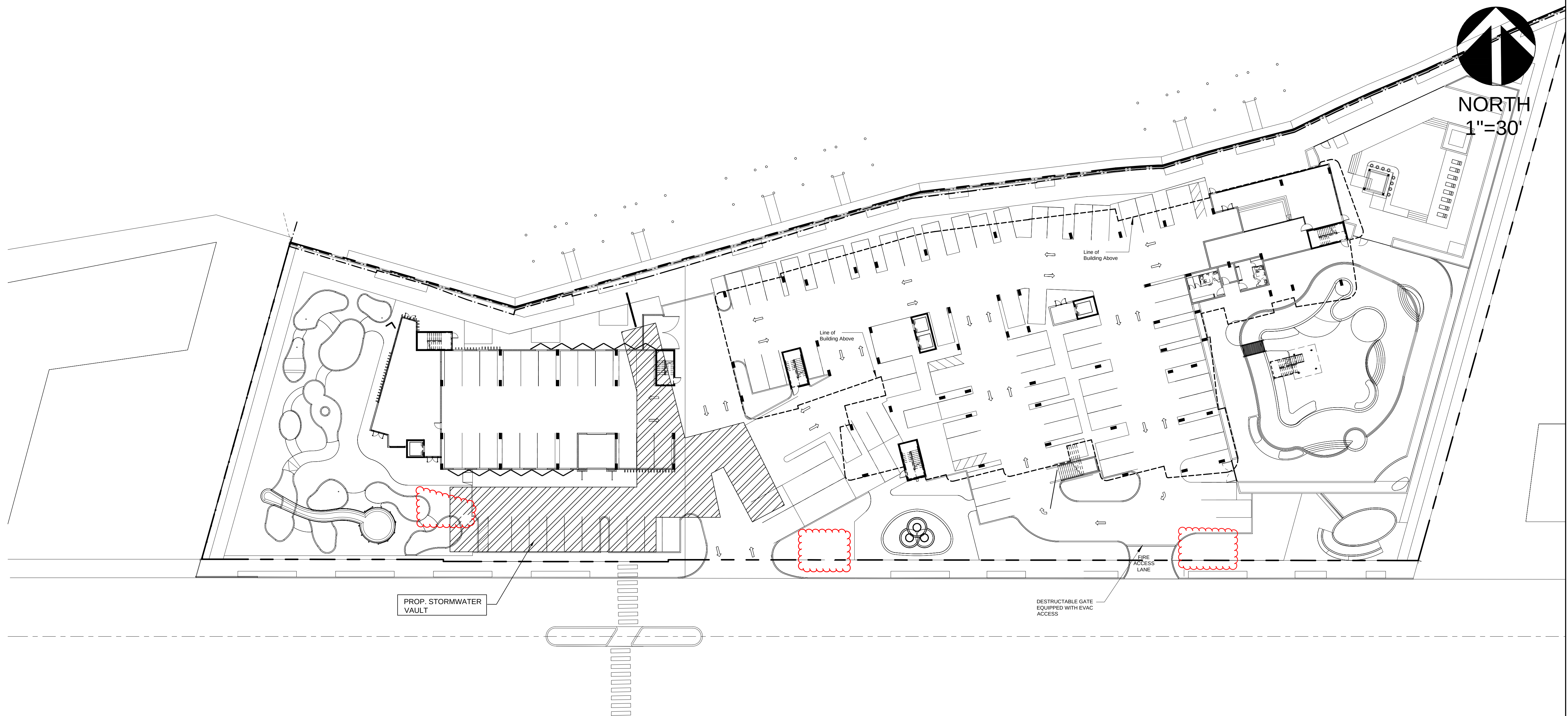
Thank you,



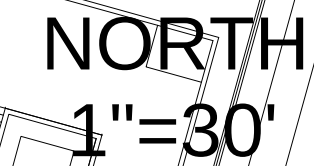
John A. Bodziak, Architect A.I.A.



Britt Hayes, Architect A.I.A.



- ### NOTES
1. REQUIRED FIRE FLOW PER TABLE NFPA 18.4.5.2.1: 3500 GPM FOR 3 HOUR DURATION.
 2. ESTIMATED SEWAGE FLOW (PER CHAPTER 62-6 TABLE I):
USE: RESORT HOTEL, 200 GPD/ROOM
ESTIMATED FLOW: 200 GPD/RM X 104 RMS = 20,800 GPD
ESTIMATED PEAK FLOW: 20,800 GPD X 3(PF) X 1DAY/24H X 1H/60 MIN = 43.44 GPM
 3. STORMWATER RETENTION WILL BE PROVIDED IN ACCORDANCE WITH SWFWMD, FDER & CITY OF ST. PETE BEACH REQUIREMENTS. RUNOFF WILL BE CONVEYED TO AN ON SITE UNDERGROUND SYSTEM AND PERCOLATE INTO THE SOIL. DISCHARGE WILL BE TO MCPHERSON BAYOU AT THE PRE-DEVELOPMENT RATE OF THE UNDEVELOPED SITE.
 4. PROPOSED FIRE HYDRANT AND FDC LOCATIONS TO BE ADDRESSED DURING SITE PLAN REVIEW.



ARCHITECT
BODZIAK / HAYES ARCHITECTS PLLC
JOHN A. BODZIAK AIA, FL #AR0005065
BRITT HAYES AIA, FL #AR102428
5665 CENTRAL AVE,
SAINT PETERSBURG, FL 33710
TEL: 727-327-1966
FAX:
EMAIL: INFO@BODZIAKHAYES.COM

Client Name
TAMPA HOME PRO INC.
110 CRENSHAW LAKE RD STE 200, LUTZ, FL
33548

PATRICIA MONTECKI, PE
5032 CHANCELLOR ST NE
2410 PINEHURST RD, FL
(727) 235-1650

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PATRICIA P. MONTECKI
FL NO. 54894
DATE:

KEY PLAN

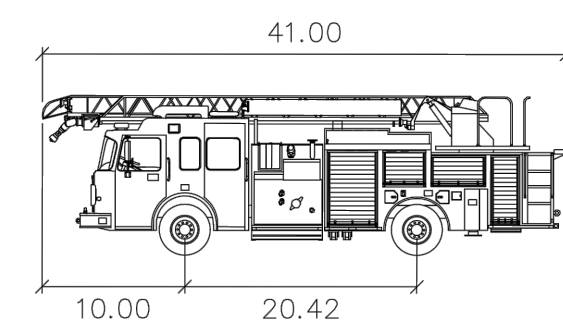
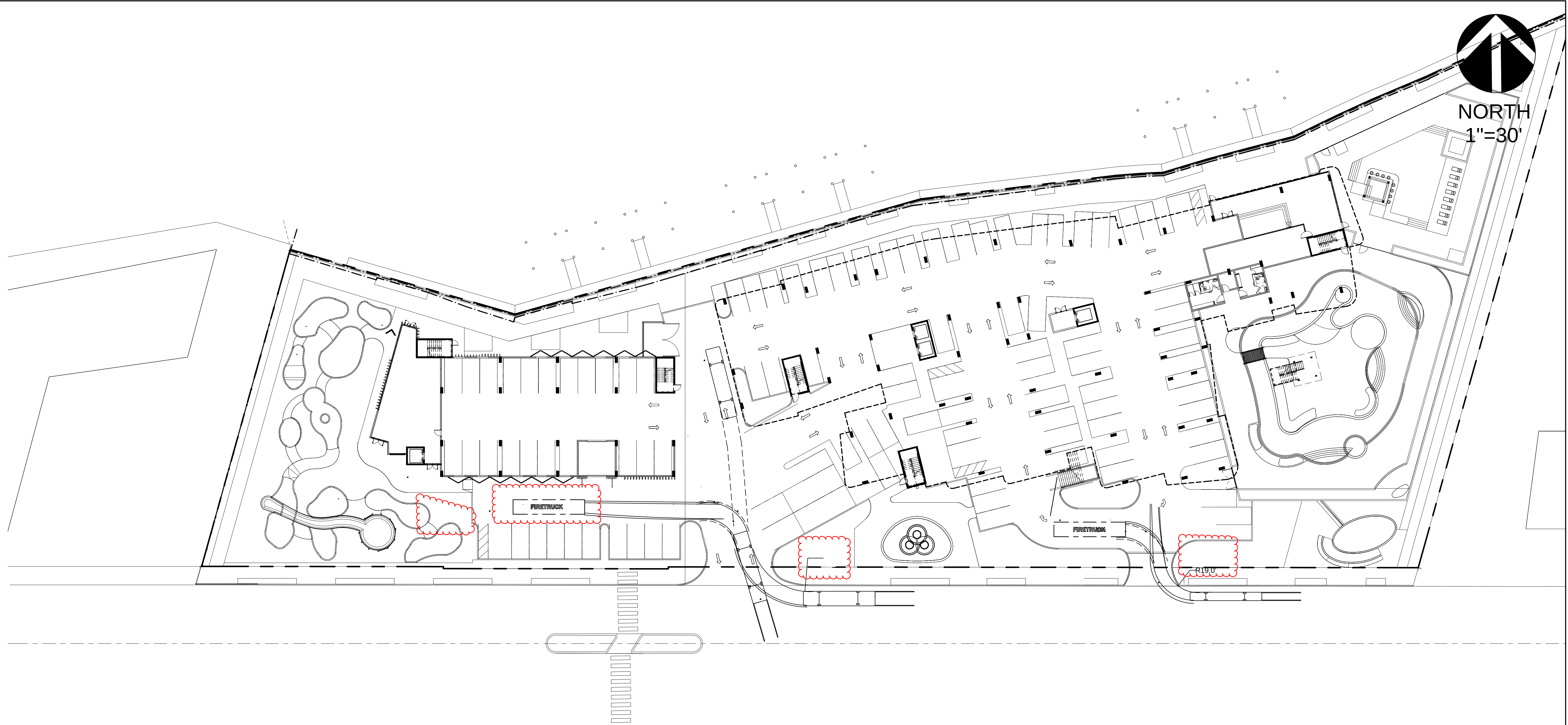
ISSUE TITLE

WINDWARD PASS RESORT

3815, 3855, 3859 & 3861 GULF BLVD.
ST PETE BEACH, FLORIDA

FIRE TRUCK TURNING TEMPLATE

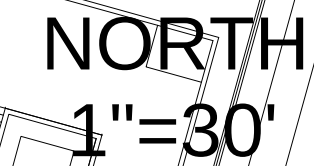
C-2

City of St Pete Beach Fire Aerial
feet

	feet
Width	: 8.33
Track	: 7.03
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

- FIRE TRUCK ENTERING

- FIRE TRUCK EXITING



ARCHITECT
BODZIAK / HAYES ARCHITECTS PLLC
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33548

S

M

**PATRICIA
MONTECKI, PE**

5032 CHANCELLOR ST NE
231 P.O. BOX 200 FL
(727) 235-1650

ARCHITECT'S / CONSULTANT'S STAMP

KEY PLAN

ISSUE TITLE

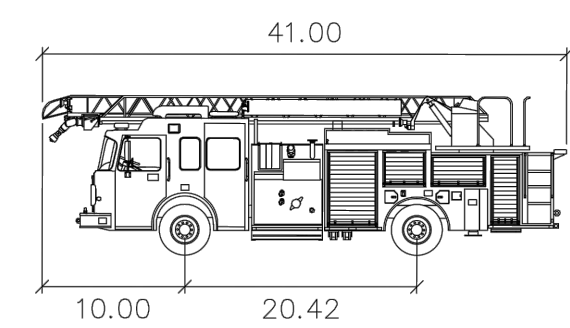
PROJECT ADDRESS

SHEET TITLE

PROJECT
022-032
SCALE
As indicated
DRAWN BY
CM
DATE
04/04/24
ORIGINAL SHEET
SIZE : 24" X 36"

C-3

COZIAK/HAYES ARCHITECTS, PLLC



City of St Pete Beach Fire Aerial

	feet
Width	: 8.33
Track	: 7.03
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

10 February 2024

Planning Board & Technical Review Committee
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706

Submitted via email to Planning Board Liaison Brandon Berry, Senior Planner, for Distribution to the Planning Board, Technical Review Committee and others as appropriate.

- Kelly Intzes, Fire Marshal
- Kristin Coman, Senior Planner
- Jennifer McMahon, Chief Operating Officer
- Luke Curtis, Building Official
- Peyt Dewar, Code Enforcement
- Alaina Grundy, Transportation Planner
- Brett Warner, Engineer

SUBJECT: Proposed Conditional Use Permit #23085 – Windward Pass Resort

Dear Mr. Berry and Committee Members:

I have been a Bella Vista resident since 1991. I am a Florida licensed Professional Engineer (PE), a Certified Floodplain Manager (CFM) and an Envision Sustainability Professional (ENV SP) with 30 years of professional experience with site design and development review. My clients have included both private and public entities in Florida and overseas. Thus, I am well qualified to provide a professional-level review of the subject conditional use permit (CUP) application.

Recommendation

I have reviewed the subject CUP application and the available Windward Pass Resort documents for consistency with City Codes and find that **it does not meet Code requirements in its present configuration**. Accordingly, I ask that the Technical Review Committee reject the application in its present form and request that applicant revise the plan to meet Code requirements.

Basis of Review

The site is zoned as a Bayou Residential (BR) District (Division 42 of City Code), which is the starting point for this review. City Codes establish various elements of design such as setback and building height requirements, permitted primary and secondary uses, allowable conditional uses, prohibited uses and structures, densities, impervious surface limits, and flood zone design. Stormwater treatment must be consistent with State and local standards. Docks must be consistent with Pinellas County Water and Navigation rule requirements (Section 58-556, Pinellas County Code).

The basis of review for the recommendation is detailed below. Table 1 summarizes how the proposed project compares to City Code requirements and whether or not the design element meets Code requirements.

Table 1 - Code Requirement Comparison

Design Element	Required or Allowable	Provided or Proposed	Pass / Fail	Code and Comments
Setbacks				
Front (Gulf Blvd)	40 feet	40 feet	Pass	Sect 42.7 of LDC
Side yard (North and south)	10% of lot width per side = 67.1 feet	60 feet	Fail	Sect 42.7 of LDC Check for inconsistencies in application and supporting materials: - CUP application states 671 feet Gulf Blvd frontage → $671' * 0.10 = 67.1$ feet setback - Plans show 622'-10" Gulf Blvd frontage → $622.8' * 0.10 = 62.3$ feet setback.
Rear yard (McPherson Bayou)	20 feet	Minimum provided is 8 to 10 feet	Fail	Sect 42.7 of LDC
Building Height	54 feet with a minimum setback of 40 feet from Gulf Blvd.	54 feet to roof deck above BFE	Pass	Sect 42.7 of LDC
	54 feet [10' parking + 4 floors * 11' each = 53' max]		Pass	Sect 39.16 - Story Standards, BR Zone Parking 10 feet height Floors 11 feet height
Density	40 temporary lodging units per acre not to exceed the density pool allocated.	104 units / 2.76 acre = 37.68 units / acre	Pass	Sect 42.6 of LDC
Flood Zone AE (BFE 10 feet)	BFE +1' (FEMA)	BFE + 6.5 feet = 16.5 feet for first habitable floor	Pass	FEMA standards are BFE +1 feet minimum
Impervious Surface Ratio (ISR)	0.85 ISR (2.76 ac * 0.85 = 2.35 ac impervious max)	No calculations provided	Fail	Sect 42.8 of LDC
Stormwater Management Design	Southwest Florida Water Management District Rules	No provision for stormwater management or treatment shown on the plans.	Fail	Chapter 106, City Code and Southwest Florida Water Management District Rules

Design Element	Required or Allowable	Provided or Proposed	Pass / Fail	Code and Comments
Site Grading and Drainage	Southwest Florida Water Management District Rules	No details provided.	Fail	Chapter 106, City Code and Southwest Florida Water Management District Rules
Landscape Design	Division 22 of LDC	Insufficient landscape plan details provided to make determination	Fail	Division 22 of LDC
Land Use				
Mini golf (classified as commercial recreation per City Code)	Not permitted in BR District.	Mini golf proposed.	Fail	Section 42.4 – Allowable conditional uses Section 42.5 – Prohibited uses and structures inconsistent with City Code because they are <u>not</u> of a nature specifically or provisionally permitted in the Bayou Residential District.
Water park (classified as commercial recreation per City Code)	Not permitted in BR District.	Water park proposed	Fail	Section 42.4 – Allowable conditional uses Section 42.5 – Prohibited uses and structures inconsistent with City Code because they are <u>not</u> of a nature specifically or provisionally permitted in the Bayou Residential District.
Game room (classified as commercial recreation per City Code)	Not permitted in BR District.	Game room proposed	Fail	Section 42.4 – Allowable conditional uses Section 42.5 – Prohibited uses and structures inconsistent with City Code because they are <u>not</u> of a nature specifically or provisionally permitted in the Bayou Residential District.
Decorative features and rooftop amenities.	Section 42.4(h), Outdoor dining and/or drinking areas that provide for outdoor music, or roof dining and/or drinking areas, except as permitted in section 39.6(f) of this Code, subject to section 6.24 of this Code as may be applicable.	Rooftop dining area	Pass	Section 42.4(h) – Allowable conditional uses Outdoor dining and/or drinking areas that provide for outdoor music, or roof dining and/or drinking areas, except as permitted in section 39.6(f) of this Code, subject to section 6.24 of this Code as may be applicable. <u>Note:</u> The application incorrectly cites Section 39.5(h) to support allowance of the rooftop amenities; however, this provision applies to the Community Redevelopment District and not the Bayou Residential District.

Design Element	Required or Allowable	Provided or Proposed	Pass / Fail	Code and Comments
Jet ski rentals (classified as commercial water sports per City Code)	Not permitted in BR District.	Not Proposed per addendum letter; however, still included in Conditional Use Request	Fail	Section 42.4(g) – Allowable conditional uses Clarify the application and supporting documentation so that it clearly states jet ski rentals are not proposed.
Retail buildings in the southwest corner of the site	Not permitted in BR District.	Not proposed	Pass	Section 42.4 – Allowable conditional uses (Retail buildings were shown in the Gulf Blvd setback area during community meeting but were subsequently removed.)
Docks				
Setback from adjacent riparian lines	Required setback = 1/3 per side 731 feet waterfront (per CUP application) 1/3 per side = 243.7 feet setback	Provided ~ 99 feet on north side ~ 162 feet on south side	Fail	Sec 58-556(b)(1), Pinellas County Water and Navigation rules Sovereign Submerged Land (SSL) Lease uses ~ 685 feet of shoreline in applicant's ownership.
	695 feet waterfront (scaling from survey) 1/3 per side = 231.7 feet setback	~99 feet on north side ~ 162 feet on south side	Fail	Sec 58-556(b)(1), Pinellas County Water and Navigation rules
Number of Slips per Sovereign Submerged Land Lease	8 slips	26 to 30 slips (per the CUP application)	Fail	SSL Lease, Board of Trustees File No. 520032393 SSL Lease allows 8 slip commercial docking facility for the mooring of recreational vessels and passive recreational activities.

The plan does not meet City Codes in its present configuration and needs substantial revision. There are encroachments into setbacks, including the proposed dock setback. **Numerous proposed uses are inconsistent with allowable uses because they are not of a nature specifically or provisionally permitted in the Bayou Residential District.** Some elements of the plan design could not be reviewed due to the lack of submitted information. For example, insufficient details were provided on the impervious surface ratio, stormwater management design, site grading and drainage, and landscape design; therefore, compliance with Code could not be determined. Many of these details should get refined as the design progresses.

Additional Comments

1. The seawall along the waterfront needs significant repairs. At least one area has a blowout that is spilling sediments into McPherson Bayou.
2. Numerous existing access easements traverse the property and it appears that the layout of the side obstructs these easements. Either the site layout or the easements need to be adjusted to avoid conflicts.
3. A Florida Department of Transportation (FDOT) drainage easement traverses the property. It is imperative that no permanent structures be located in this easement to allow access to and maintenance of critical Gulf Blvd drainage infrastructure.

Closing

Based on a review of the available Windward Pass Resort documents, the plan does not meet City Code requirements in its present configuration and needs substantial revision before a recommendation for approval could be issued. **I recommend that the Technical Review Committee reject the plan in its current form** and direct the applicant to revise the plan so that it conforms with City Code.

I also ask the City to keep the local residents informed of future submittals for this plan, and that we be provided with an opportunity to review and comment on subsequent submittals.

Respectfully,



Paul L. Miselis, PE, CFM, ENV SP
Belle Vista Resident, St Pete Beach
paultaps@gmail.com

Brandon Berry

From: Brandon Berry
Sent: Monday, September 16, 2024 11:58 AM
To: saintpetebeach@aol.com
Subject: Re: Variance #24058 - Windward Pass

Thank you. Your comment will be provided to the City Commission when the case is heard.

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From: saintpetebeach@aol.com <saintpetebeach@aol.com>
Sent: Monday, September 16, 2024 11:27:40 AM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Variance #24058 - Windward Pass

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The variance for pool encroachments should be denied. New developments need to design their projects to fit in the required setbacks. The site is not irregularly shaped and there is no reason to encroach into setbacks just to fit in what they want. There is no hardship.

Donna Paleveda

Brandon Berry

From: Nancy Furey <nancymfurey@gmail.com>
Sent: Monday, April 29, 2024 5:02 PM
To: Brandon Berry
Subject: Windward Pass Resort

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

Dear Mr Berry:

After looking at the proposed scope of the Windward Pass Resort architectural plan, I am deeply concerned for the quality of life in the adjacent neighborhood as well as the preservation of the McPherson Bayou.

I am writing to strongly encourage your very close scrutiny of their plan. PLEASE do not concede on the code or the comprehensive plan or the "resort district" code! It is my belief that the current proposed plan is an over devolvement of the lot size and will seek variances and concessions on the code, comprehensive plan.

Another one of my concerns is in regards to the trucking deliveries. Apparently the old code currently on the books does not require a loading dock. Please try to get them to agree to a loading dock in order to prevent bottle necks so close to the busy intersection of the Bayway, the Don Caesar Hotel and Pass A Grille Way.

(I would support a referendum on the ballot of the next election to change the code and make a loading dock mandatory).

I am thankful that there has been agreed upon beach easements for public use.

Respectfully submitted,

Nancy Furey
3616 Casablanca Avenue
St. Pete Beach, FL 33706

March 11, 2024

Members of the Planning and Zoning Board:

I write you as one who has served in your capacity for a village in Ohio which is, like St. Pete Beach, under constant pressure from developers to abrogate some very restrictive zoning put in place to protect its historic residential and commercial districts. We undertake a mandatory Charter Review process every 5 years and I've worked on several of those as well.

You currently have at least two proposals to place new hotels in the Bayou Residential and Activity Center districts which do not meet the intent of your Land Development or Comprehensive Plans, and both should be denied summarily. The Wayward Pass proposal is the focus of this letter.

The Land Development Code for the Bayou Residential district has deliberately been written to both encourage commercial development (which brings revenue to the City) and protect the nearby residential development (across McPherson Bayou, for which it is named).

Whenever such ambiguity is introduced into a Plan, the Planners are guided by the Purpose and Intent provisions: They provide the "smell test" for proposed development.

"The BR Bayou Residential District is intended to support multi-family residential or temporary lodging projects with limited non-residential uses mixed with the residential uses."

"Primary Uses:

(a)

Residential uses - Attached single family, two family, and multi-family.

Secondary Uses:

(a)

Commercial uses as a mixed-use component with multi-family residential. Eating and drinking establishments may include outdoor dining and/or drinking areas provided they do not provide for outdoor music, subject to section 6.24 of this Code as may be applicable. “

The Windward Pass developers appear to have taken hope from the “allowable conditional uses” section of the Plan document. Taken in isolation, they imply a Hotel would be permitted so long as it met the setbacks and a density of 40 units per acre, so long as they could get a sufficient number of the (original) 325 units from the Comprehensive Plan density pool allocation for the Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts.

“Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the Bayou Residential District are as follows.

(a)

Residential docks

(b)

Docks, commercial: Class A

(c)

Docks, commercial: Class B

(d)

Temporary Lodging with or without a commercial component, awarded on a case-by-case basis, with evaluation through criteria specified in this Code, to come from the density pool established in the Comprehensive Plan (325 available units for potential use in the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts).

(e)

Off-premises parking lot.

(f)

Commercial parking lot.

(g)

Commercial rental of non-motorized water sports equipment.

(h)

Outdoor dining and/or drinking areas that provide for outdoor music, or roof dining and/or drinking areas, except as permitted in section 39.6 (f) of this Code, subject to 6.24 of this Code as may be applicable.

All uses and structures not of a nature specifically or provisionally permitted herein are hereby prohibited in the Bayou Residential District.”

The City is under no obligation to release any of the reserved units from the Comprehensive Plan density pool allocation, ever. The attitude expressed by developers lately appears to be that they are there for the taking on a first-come, first-served basis. The Boards and Commission need to make that distinction very clearly immediately.

The recent withdrawal of the Corey Landing proposal further created the impression that the units allocated to that project were now “up for grabs” and created a time imperative for new proposals. There are now two proposals before you which identify plots in District 3 on the East side of Gulf Boulevard for new hotel development as a direct consequence.

Practically and politically this is a good time to apply the brakes to all hotel expansion outside the Large Resort District. Redevelopment of the Sirata and Tradewinds properties has been in the cards for over a decade as the lawsuits and infrastructure upgrades restrained them. Taken together they will add huge numbers to the temporary housing stock and only time will tell if the restrictions

on expansion were set too high. Personally, I believe the absolute number of units needs to be dictated strictly by sewer and traffic capacity and I see none of that in the written Plan: Hopefully it is given primacy in review of every development and redevelopment plan by the Board as part of your process.

I do not support the issuance of any variances for hotel development on properties not currently in use as hotels within the City. St. Pete Beach needed and needs to refresh some stock to remain competitive at the high end of tourist travel, and that is best accomplished by allowing the operators that have already invested in the City to receive your consideration first, and last.

You should take time now, before any more development plans come forward, to consider making changes to the counts and processes employed in releasing additional allocated units. It's time to schedule a Review here in St. Pete Beach, allowing for the current applications to be resolved and the consequences absorbed and evaluated. As one at least a little experienced in zoning codes and comprehensive planning, I find our Plan and code too ambiguous and that always, always, always results in lawsuits and a lot of wasted effort and money. Better to be very clear in writing and consistent in the application so everyone knows what is and isn't going to be considered.

The Wayward Pass developers clearly do not. My guess is they plan to take their proposal to referendum: It's way too far outside the bounds of the existing zoning, and they're hoping they can convince enough residents not directly impacted by the encroachment of the benefit of a new recreation facility to back them in overturning the restriction. Be prepared.

Thank you for your time and consideration,

Dr. John Tressler III
318 44th Avenue
St. Pete Beach

Brandon Berry

From: Andrew Barrett <andrew.barrett@rogers.com>
Sent: Friday, December 6, 2024 10:02 AM
To: Brandon Berry
Subject: Notice of Public Hearing - Resolution 2024-12 (CUP #23085)
Attachments: 2024-12-05 07-14.pdf

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Resolution: 2024-12 (CUP #23085)
Meeting: Dec 16, 2024
Time: 3:00 pm
Place: City Hall St Pete Beach

To Whom It May Concern,

I will not be able to attend the meeting scheduled for Dec 16, 2024 as it is during the work day, but I would like my letter to be shared with the key individuals that are making these decisions, and ideally read aloud.

On behalf of myself, and the other owner of the Sanseair at 3820 Gulf Blvd, I wanted to express my displeasure in the idea of giving the a Corporation a large variance to build on the lot across from our building and create a lifestyle, safety and financial hurt to many of us living across the street.

When many of us bought in this building we purchased knowing that development on that empty lot would come some day, but we also did so knowing what the impact would be based on the existing by-laws (which I researched before buying in 2010), and I/We trusted that the City would not change these later to negatively affect us.

If the variance is granted there will be many lifestyle, safety and financial consequences for those that already live in the neighborhood.:

1) Lifestyle Impact the View - All unit owners above the 6th floor were confident with the current by-laws that when a building on that site would come someday that they would not be directly affected and would be able to look over the building to still see Boca Ciega and Blue Sky. If the variance is granted this view will be taken away from many unit owners above the 6th floor.

2) Lifestyle Impact the Noise - Already we have to put up with the noise from the roof top bar at the Zamora - on many nights we can hear the DJ/MC announcing people's names, telling wedding stories and hearing the music inside our condo with all the windows and doors closed as we try to go to sleep, we do not want to get it from another noise source across from our building.

3) Safety Impact the Traffic - Already it is difficult to pull in/out of our parking lot with all the traffic on Gulf Blvd, allowing more units in the new development that would be permitted by the variance would

add even more burden to a road system that can't handle it well today. We do not want to increase the danger for cars and pedestrians anymore than the current by-laws will allow.

4) Financial Impact - If the variances are granted and the view disrupted beyond expectation, combined with the noise of a roof top bar and water park are permitted, many unit owners above the 6th floor will experience a material devaluation of their condo unit's value, likely well in excess of \$100,000, as they will now stare into a building and not Boca Ciega and Blue Sky and have more sleep disturbing noise. This is meaningful to these owners. As an aside we would all petition the city to re-value our units for tax purposes.

In conclusion, the City should care first about the lifestyle, safety and financial well being of the current residents of the city first, and then consider how to support tourism and corporations secondarily. I urge the City to permit the development, but to do so within the current by-laws so that the impact is as was expected when we bought at the Sanseair, and not made worse by Corporate Greed and City carelessness if the variances are granted.

Andrew Barrett
Condo Owner at Sanseair 3820 Gulf Blvd 8th Floor
Board Member Sanseair 3820 Gulf Blvd

Brandon Berry

From: Rick Shuman <rpshuman@yahoo.com>
Sent: Friday, December 6, 2024 10:36 AM
To: Brandon Berry
Subject: Stop the Madness

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As a resident who lives on Gulf Blvd, I find it hard to believe that the leadership of this city would allow further building expansion considering the state of our sewage system and crazy traffic. How in the hell will we ever turn north onto Gulf Blvd from 3820. Someone in a leadership position needs to make a stand to stop the madness.

Richard and Julie Shuman
3820 Gulf Blvd #1203

[Sent from Yahoo Mail for iPhone](#)

Brandon Berry

From: Tracy Smyth <tracy.luxuryinc@gmail.com>
Sent: Friday, December 6, 2024 11:49 AM
To: Andrew Barrett
Cc: Brandon Berry
Subject: Re: Notice of Public Hearing - Resolution 2024-12 (CUP #23085)

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

Hello, ph6 Luxury Leasing agrees with this letter pertaining to potential developments noted in this letter. We support this email. Tracy Smyth

On Fri, Dec 6, 2024, 10:02 AM Andrew Barrett <andrew.barrett@rogers.com> wrote:

Resolution: 2024-12 (CUP #23085)

Meeting: Dec 16, 2024

Time: 3:00 pm

Place: City Hall St Pete Beach

To Whom It May Concern,

I will not be able to attend the meeting scheduled for Dec 16, 2024 as it is during the work day, but I would like my letter to be shared with the key individuals that are making these decisions, and ideally read aloud.

On behalf of myself, and the other owner of the Sanseair at [3820 Gulf Blvd, I](#) wanted to express my displeasure in the idea of giving the a Corporation a large variance to build on the lot across from our building and create a lifestyle, safety and financial hurt to many of us living across the street.

When many of us bought in this building we purchased knowing that development on that empty lot would come some day, but we also did so knowing what the impact would be based on the existing by-laws (which I researched before buying in 2010), and I/We trusted that the City would not change these later to negatively affect us.

If the variance is granted there will be many lifestyle, safety and financial consequences for those that already live in the neighborhood.:

1) Lifestyle Impact the View - All unit owners above the 6th floor were confident with the current by-laws that when a building on that site would come someday that they would not be directly affected and would be able to look over the building to still see Boca Ciega and Blue Sky. If the variance is granted this view will be taken away from many unit owners above the 6th floor.

2) Lifestyle Impact the Noise - Already we have to put up with the noise from the roof top bar at the Zamora - on many nights we can hear the DJ/MC announcing people's names, telling wedding stories and hearing the music inside our condo with all the windows and doors closed as we try to go to sleep, we do not want to get it from another noise source across from our building.

3) Safety Impact the Traffic - Already it is difficult to pull in/out of our parking lot with all the traffic on Gulf Blvd, allowing more units in the new development that would be permitted by the variance would add even more burden to a road system that can't handle it well today. We do not want to increase the danger for cars and pedestrians anymore than the current by-laws will allow.

4) Financial Impact - If the variances are granted and the view disrupted beyond expectation, combined with the noise of a roof top bar and water park are permitted, many unit owners above the 6th floor will experience a material devaluation of their condo unit's value, likely well in excess of \$100,000, as they will now stare into a building and not Boca Ciega and Blue Sky and have more sleep disturbing noise. This is meaningful to these owners. As an aside we would all petition the city to re-value our units for tax purposes.

In conclusion, the City should care first about the lifestyle, safety and financial well being of the current residents of the city first, and then consider how to support tourism and corporations secondarily. I urge the City to permit the development, but to do so within the current by-laws so that the impact is as was expected when we bought at the Sanseair, and not made worse by Corporate Greed and City carelessness if the variances are granted.

Andrew Barrett

Condo Owner at Sanseair [3820 Gulf Blvd 8th Floor](#)

Board Member Sanseair [3820 Gulf Blvd](#)

Brandon Berry

From: Amanda Davis <amandatd@yahoo.com>
Sent: Friday, December 6, 2024 1:54 PM
To: Brandon Berry
Subject: CUP #23085 Resolution 2024-12 Objection to zoning exceptions and special treatment for the entity

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

Hi Berry,
Please pass along my objection to the planning committee
Thank you!
Amanda Davis

Resolution: 2024-12 (CUP #23085)
Meeting Date: December 16, 2024
Time: 3:00 PM
Location: City Hall, St. Pete Beach

Dear Planning Board,

Unfortunately, I will not be able to attend the meeting on December 16th to personally voice my opposition to the requests under consideration. However, I ask that you take my concerns into account as you deliberate.

As a nearby homeowner, I strongly oppose granting unwarranted exceptions to this entity. Doing so will negatively impact the quality of life for nearby residents through increased noise, traffic, and congestion. For instance, Gulf Blvd already experiences significant traffic delays, with residents like myself often waiting several minutes (I counted 8 minutes recently) just to turn onto the road. Adding a large commercial establishment across the street will exacerbate this issue, creating further frustration for residents. Increased foot traffic and jaywalking will only add to the hazards.

Additionally, past promises of restricted hours, noise limits, and capacity controls have not been upheld or enforced. The Zamora serves as a clear example of this failure, as residents continue to suffer from excessive rooftop noise and disturbances. There is no reason to believe the situation will be any different with this proposal.

Crucially, there is no demonstrated hardship requiring this property to deviate from existing zoning codes. The project could and should have been designed to meet current regulations. Our codes and rules exist to protect the integrity of the community, and overbuilding for the benefit of a single entity is unacceptable.

As a full-time resident, I chose to purchase my home in St. Pete Beach because of its unique character and sense of community. Constantly granting exceptions undermines the very atmosphere that makes this area special. Instead of fostering a vibrant community, such decisions risk turning our home into a strip of overcrowded, soulless developments.

Finally, this property is poorly suited for such intensive use. Many hours before Hurricane Helene flooded the island, this parcel was already underwater. Overpopulating this site and allowing for variances defies common sense and puts the safety and well-being of the community at risk. See below photo taken several hours before Helene breached the seawall on most of the island.

I urge the Planning Board to prioritize the needs and quality of life of St. Pete Beach residents. Please do not grant these unnecessary exceptions, which offer no real benefit but bring substantial harm to those of us who call this community home.

Thank you for your time and consideration.

Sincerely,
Amanda Davis
3820 Gulf Blvd, St. Pete Beach

Resident, Voter, and Home & Business Owner in St. Pete Beach since 2009



Brandon Berry

From: Christopher Noland <chriswnoland@yahoo.com>
Sent: Saturday, December 7, 2024 1:14 PM
To: Brandon Berry
Subject: Re: Resolution: 2024-12 (CUP #23085) Meeting: Dec 16, 2024

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

Hi Brandon,

Thanks for the quick response! I am concerned regarding the part of the project which I think will negatively impact many of the owners at SanSeair from a quality of life perspective. This applies to the variance being considered across the street from our building if I understand the parameters correctly. Some of the impacts which I believe would be detrimental are related to:

1. Increased traffic in a already busy and sometimes challenging area.
2. Negative impact on views for residents on the East side of the building,
3. Decreased property values resulting from 1 and 2.
4. Infrastructure concerns with the increased demands associated with the project (septic, water etc.)

Thank you for your kind consideration,

Christopher S.W. Noland, FACHE

On Saturday, December 7, 2024 at 09:47:03 AM PST, Brandon Berry <bberry@stpetebeach.org> wrote:

Thank you Christopher.

Just to clarify, the variance is only to allow the pools to be closer to the south side lot line than the code permits. The applicant is applying for a conditional use permit for the development itself, including the hotel building and other features. Are you only concerned about the pools or are you against the whole project?

From: Christopher Noland <chriswnoland@yahoo.com>
Sent: Saturday, December 7, 2024 12:32 PM
To: Brandon Berry <bberry@stpetebeach.org>
Subject: Resolution: 2024-12 (CUP #23085) Meeting: Dec 16, 2024

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

Please do not grant a variance for this project. It would be a detriment to the quality of life for the residents of SanSeair and the 100+ taxpaying owners.

Thank you for your wisdom in advance,

Christopher S.W. Noland, FACHE

SanSeair unit owner

The city of St. Pete Beach uses SeeClickFix for residents to submit issues to the city. To report an issue, please [click here](#).

All government correspondence is subject to the public records laws.

Concerning: Winward Pass Resort
Resolution: 2024-12 (CUP #23085)

Dear Mr. Berry, Mayor Petril & Council Woman Rzewnicki,

On behalf of myself, and many of the other owners within the Sanseair (3820 Gulf Blvd, St Pete Beach, FL). I want to express my deep concerns over the development project being proposed for 3815, 3855, 3859 & 3861 Gulf Blvd. The variances being proposed for this project will not only have a very negative impact on traffic, pedestrian and bicyclist safety, NOISE (as proven by the Zamora roof to bar). It will also disrupt views from a number of units and have a significant financial impact on property and business owners surrounding the Windward Pass Resort project.

Safety: In the 11 years that we have owned our property we have seen a minimum of 3 deaths on Gulf Blvd from tourists not crossing at cross walks. This project will increase density and foot traffic in an area with a limited number of beach access points and restaurants. As a result, more people to be walking greater distances on the already unsafe sidewalks of Gulf Blvd.

Noise: Where the Zamora has been a kinder neighbor over the last year or so, the noise from their Roof Top Bar causes nightly disruptions to our sleep and enjoyment of our property (namely sunsets). Within the last month, the noise has been ridiculous. (see attached file that was sent to Mayor Petril and Councilwoman Rzewnicki). Another 6th floor roof top bar competing with the Zamora will, no doubt, be excessive.

Density: Even with 85% occupancy, the resort will bring an additional 175 people (minimum 2 people per room and 104 rooms) and 70 -80 additional cars per day to this already limited area. And, that's not including the people that will come to play miniature golf, rent paddle boards and drink at the 2 proposed bars. Currently, trying to go north from our property is difficult. If this project is approved, the additional traffic will make exiting to the north impossible.

Variances: The 50% reduction request in the southside set back (65' to 31.6') alone should be the reason that you deny this request. Additionally, a 40' setback from Gulf Blvd with the expected amount of new traffic the resort will bring and a 20' setback from the seawall on Boca Ciega Bay are 2 more reasons.

In closing, via the last election, the Council already knows how the majority of St Pete Beach residents feel about our community and the reasons that we live here. We do not want to be another Clearwater! Please follow the City's Comprehensive Plan and reject the Windward Pass Project Proposal based on the variances, safety, noise, aesthetic and density issues listed above.

Please... PROTECT ST PETE BEACH!

Sincerely,

Russell & Tracey Maziarka
3820 Gulf Blvd Apt 701
St Pete Beach, FL 33706
612-205-5750



MADEIRA BAY / MADEIRA BEACH

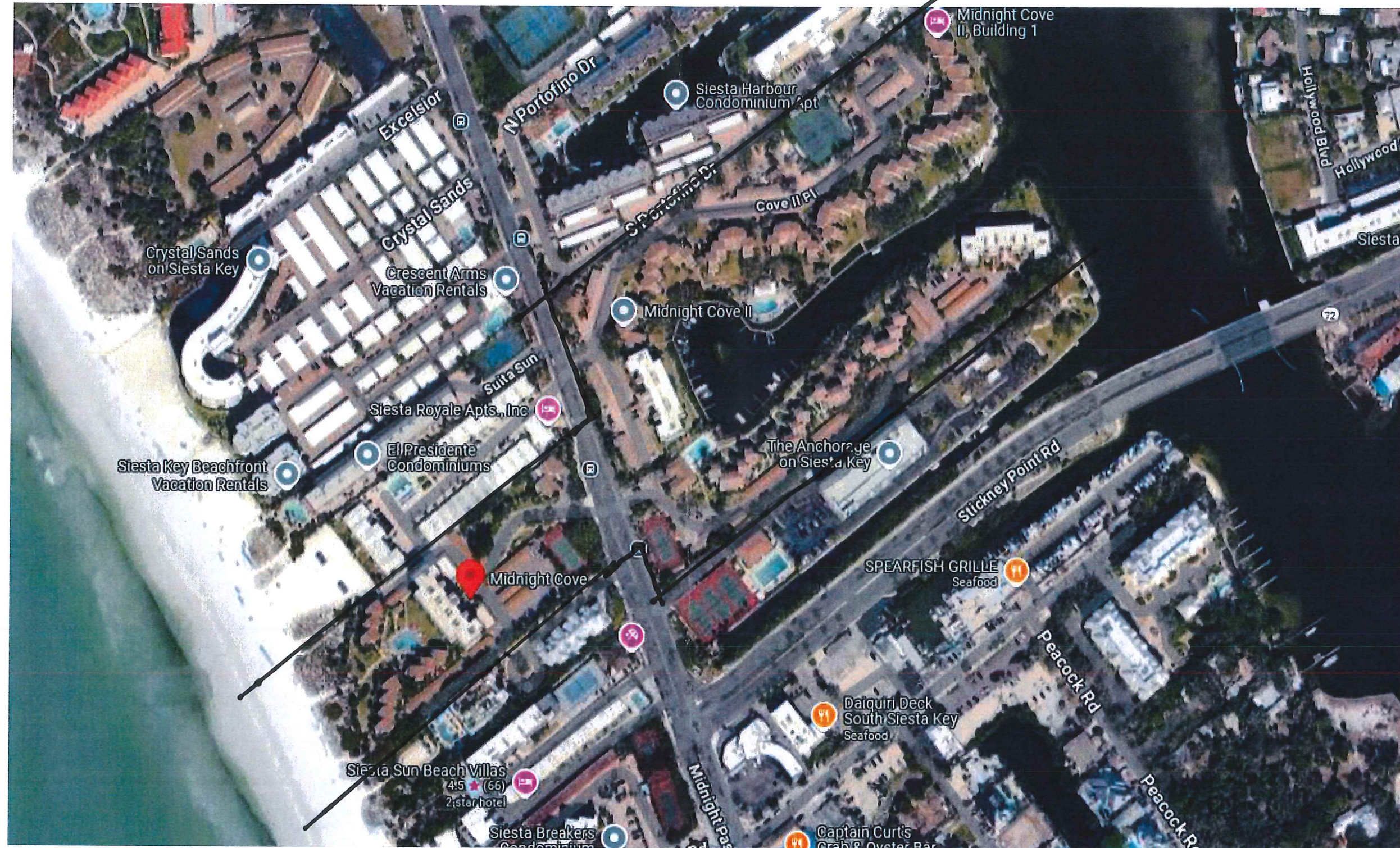


CABANA CLUB / SAND KEY

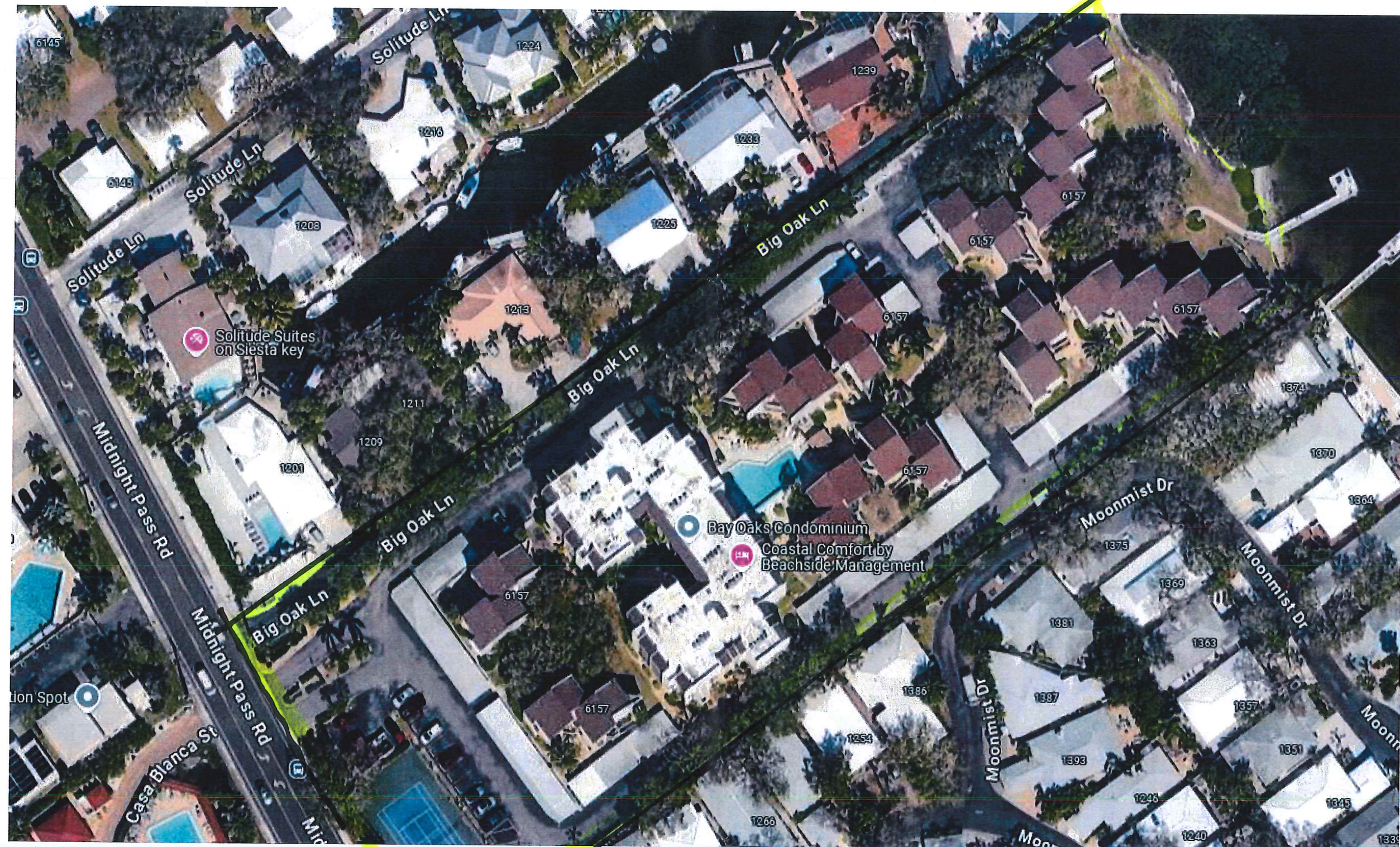
Midnight Cove, Siesta Key, FL



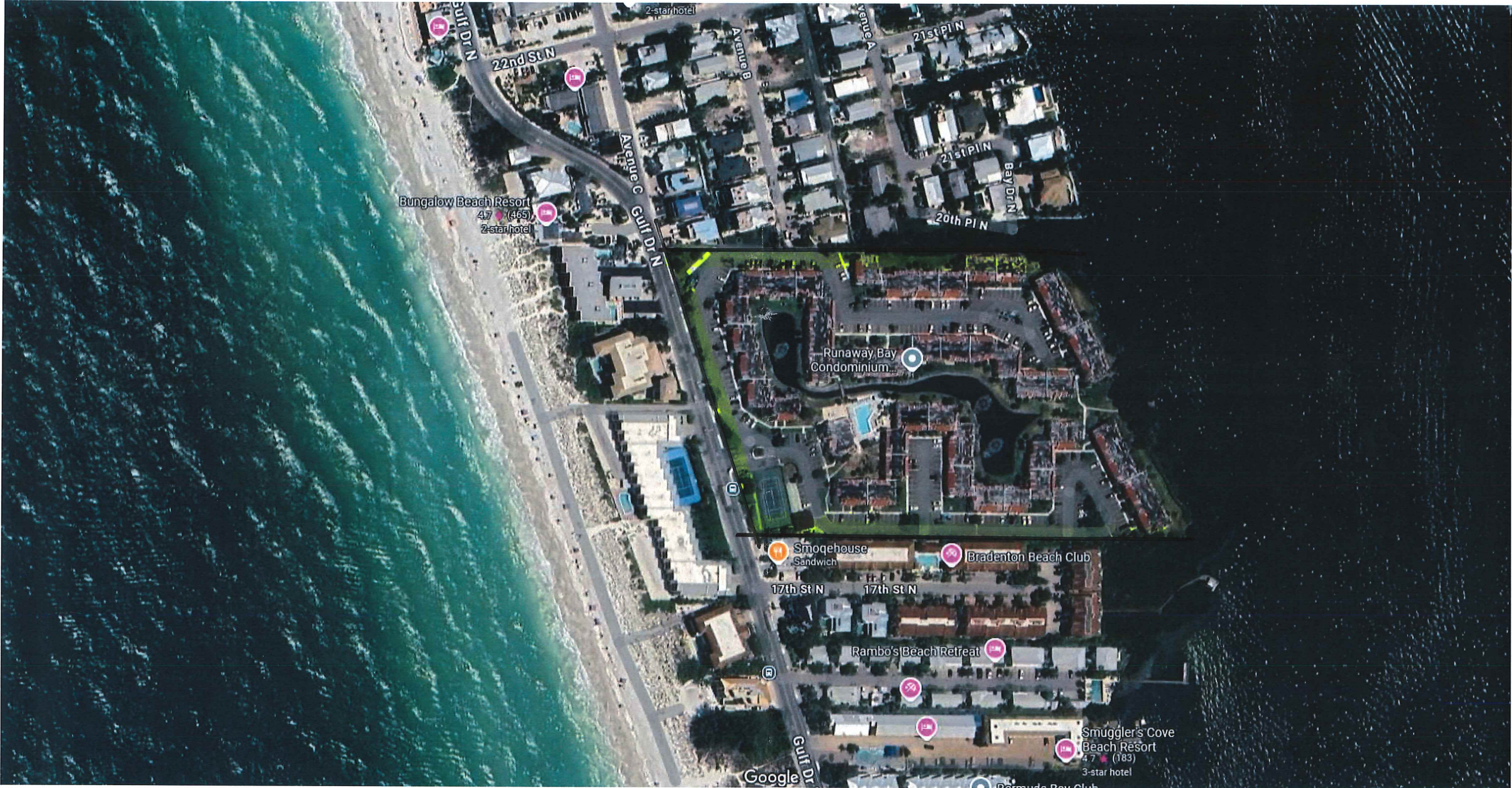
Midnight Cove, Siesta Key, FL 180 UNITS



Bay Oaks, Siesta Key, FL - 90 Units



Runaway Bay, Bradenton Beach.





Color coordinated kitchens
by General Electric



The River's Edge

5350 Arlington Expressway
Jacksonville, Florida 32211
Phone 724-5833

The River's Edge apartment community



The nicest people in Jacksonville call it home!

Presented to



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Edge...**
a lovely place to live

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John A. Bodziak, Jr. & Associates

Financed by:
Metropolitan Life Insurance Co. — The Charter Company

Management:
All Properties Management, Inc.



The River's Edge is a combination of two happy circumstances. The first, provided by nature, is the finest possible geographical location in the City of Jacksonville. The river and the trees were here.

The second is a design providing services that make this superb location the most desirable place to live in Jacksonville.

The effort has been highly successful. At the River's Edge you enjoy complete privacy and seclusion while every advantage the City can offer is practically at your doorstep.

Rivers Edge, Jax, FL - 410 Units



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

Agenda Report

Agenda Title Name: First reading of Ordinance 2024-08 to allocate 104 units of temporary lodging density from the Town Center Corey Circle and Coquina West, Activity Center, and Bayou Residential Districts Temporary Lodging Unit Density Pool to property with parcel numbers of 07-32-16-18143-001-0010, 07-32-16-18143-001-0020, 07-32-16-07398-001-0170, & 07-32-16-07398-001-0230 (Windward Pass Resort)

Action Request: Motion to [approve/approve with modification/deny] the first reading of Ordinance 2024-08.

Strategic Objective: N/A

Date: May 13, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: The applicant is proposing a lodging project with commercial amenities on the subject site through accompanying Resolution 2024-12. Temporary lodging projects are permitted only through Conditional Use Permit with density pool allocation in this zoning district, with no base lodging density permitted. All 104 lodging units requested for the property must be requested through a density pool allocation. Approval of this ordinance would allocate the requested 104 units to the subject site for utilization under the separate project approval considered under the accompanying resolution.

Funding: N/A

Attachments: 1. Ordinance 2024-08

Ordinance 2024-08

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR THE ALLOCATION OF 104 UNITS OF TEMPORARY LODGING DENSITY UNDER THE PROVISIONS OF THE TOWN CENTER COREY CIRCLE, COQUINA WEST, ACTIVITY CENTER, AND BAYOU RESIDENTIAL DISTRICTS TEMPORARY LODGING UNIT DENSITY POOL, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN, TO PROPERTY WITH PARCEL NUMBERS OF 07-32-16-07398-001-0170, 07-32-16-07398-001-0230, 07-32-16-18143-001-0010, 07-32-16-18143-001-0020; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission supports redevelopment projects that fit the character, context, and purpose and intent of the zoning district;

WHEREAS, the applicant held a noticed public meeting on September 8, 2023 at the St. Pete Beach Recreation Center Ballroom where the initial redevelopment proposal was presented and comments were solicited;

WHEREAS, the applicant made complete the application for accompanying Conditional Use Permit #23085 and Variance #24058 on November 6, 2024.

WHEREAS, the accompanying cases were reviewed at the February 16 and August 7, 2024 Technical Review Committees, where significant comments pertained to building design, on-site amenities, and site access.

WHEREAS, the associated project request made under accompanying Resolution 2024-12 has been reviewed and found consistent with the City's Comprehensive Plan and other related regulations in the Land Development Code.

WHEREAS, the Planning Board reviewed this request at the December 16, 2024 meeting and recommended denial of the companion Conditional Use Permit (#23085) to the City Commission at a vote of 5 to 0.

WHEREAS, notice of this Ordinance has been provided in accordance with applicable law.

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

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

SECTION 2. John A. Bodziak, Architect, AIA for Beth Morean of SUNGOLD LLC, desires to develop the 2.68-acre buildable acre vacant site at the subject property with 104 temporary lodging units at a height of 50 feet above base flood elevation with a non-habitable overrun not to exceed 60 feet. The property is not eligible for any temporary lodging density without an allocation of units from the subject density pool, from which 104 units are requested.

SECTION 3. Unit Count. Upon this Ordinance becoming effective, and procedure detailed in SECTION 4 undertaken, there shall be 157 units remaining in the Town Center Corey Circle and Coquina West, Activity Center, and Bayou Residential Density Pool, as detailed in EXHIBIT A of this Ordinance.

SECTION 4. Reversion. The 104 units awarded by this ordinance shall revert back to the density pool should a building permit to undertake the construction of the 104-unit lodging structure proposed under Resolution 2024-12 (Conditional Use Permit #23085) not be obtained within one year of the later of the non-appealable passage of this Ordinance or associated Resolution 2024-12, or should “continual construction” as defined in Division 2 of the Land Development Code cease, unless extended by resolution of the City Commission.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect upon non-appealable approval of both this Ordinance and companion Resolution 2024-12.

SECTION 10. Reservation of Units. The 104 density pool units contemplated in this Ordinance shall be reserved for the period of any appeal of the approval granted under this Ordinance or companion Resolution 2024-12. Should the project approval be overturned on appeal, these 104 units shall be returned to the density pool. Should the approval be upheld, the time period provided in SECTION 4 above shall start at the date of the dismissal of the appeal.

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

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

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Ginny Bodkin, Acting City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

EXHIBIT A

Temporary Lodging Unit Density Pool Information			
<u>District</u>	<u>Total Units Available</u>	<u>Total Units Utilized</u>	<u>Total Units Remaining</u>
Boutique Hotel/Condo	125	15	110
Town Center Core	50	0	50
Upham Beach Village	175	3	172
Town Center – Corey Circle	325	64 <u>168</u>	261 <u>157</u>
Town Center – Coquina West			
Activity Center			
Bayou Residential			
Total	675	82 <u>186</u>	593 <u>489</u>

Residential Density Pool Information			
District	Total Units Available	Total Units Utilized	Total Units Remaining
Community Redevelopment District	195	150	45

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

Agenda Report

Agenda Title Name: First reading of Ordinance 2025-12: Amendments to Land Development Code Divisions 16 - CG-2 COMMERCIAL DISTRICT and 33 - CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT

Action Request: Motion to approve the first reading of Ordinance 2025-12.

Strategic Objective: Development management

Date: May 13, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: This ordinance is corrective in nature and intended to address development-related interpretation issues encountered by Staff in the wakes of Hurricane Helene and Milton. The ordinance accomplishes two purposes:

- 1) Permits full-service restaurant development and redevelopment in the CG-2 zoning district, which was intended during 2015 amendments but excluded by error.
- 2) Removing conflicting density language from the CC-2 zoning district regulations to reduce ambiguity. Amendments in 2017 removed single-family residences as an allowed use in the CC-2 district, but left ambiguous text in the density and intensity section of the district division.

Funding: N/A

Attachments:

1. Ordinance 2025-12 - Markup
2. Ordinance 2025-12 - Clean

Ordinance 2025-12

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA CORRECTING ERRORS IN PRIOR ORDINANCES BY AMENDING THE CITY'S LAND DEVELOPMENT CODE DIVISION 16 CG-2 COMMERCIAL DISTRICT, SECTION 16.2 PERMITTED PRINCIPAL USES AND STRUCTURES TO RECOGNIZE AND ALLOW FULL-SERVICE RESTAURANTS, AND DIVISION 33 CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT, SECTION 33.7 DENSITY AND INTENSITY TO CLARIFY THAT SINGLE-FAMILY RESIDENCES ARE PROHIBITED; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, Staff, from time to time, finds errors or ambiguous standards in the Land Development Code that are in need of correction.

WHEREAS, as adopted, Ordinance 2015-21 intended to amend the permitted uses section of the CG-2 District regulations to allow for both full-service and limited-service restaurants, but erroneously left out full-service restaurants from the text amendments to that section.

WHEREAS, as adopted, Ordinance 2017-30 successfully removed single-family residential development from the permitted uses section of the CC-2 District in alignment with the Future Land Use regulations, but left in ambiguous references to allowable single-family development in the density and intensity section within the District Division that have led to confusion in interpretation.

WHEREAS, the effects of Hurricanes Helene and Milton have accelerated development and redevelopment interest in most areas of the City, including the CG-2 and CC-2 Districts, and these amendments are important to provide clarity to existing and future residents and businessowners in pursuing such projects.

WHEREAS, the City finds these amendments exceed what is typically classified as a scrivener's error correction.

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

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

SECTION 2. The Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

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

Adrian Petrila, Mayor

I, Ginny Bodkin, Acting City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

EXHIBIT A

LAND DEVELOPMENT CODE

Sec. 16.2. Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CG-2 Commercial District are as follows:

- (a) Commercial kitchen.
- (b) Eating and drinking establishments – Full-service restaurant, limited-service restaurant, or outdoor dining and/or drinking areas that do not provide for outdoor music, subject to Section 6.24 of this Code as may be applicable.
- (c) Financial institutions without drive-through service.
- (d) Offices.
- (e) Printing and copying services.
- (f) Retail sales.
- (g) Services, personal/business.

Sec. 33.7. Density and intensity.

- (a) Existing, legally-nonconforming residences on single residential lots that do not abut Gulf Blvd shall be limited to a density of 7.5 units per acre and regulated pursuant to Sec. 3.10.(c). Minimum lot width is 50 feet. ~~Lots of record that do not meet the minimum density standards may construct one single-family residential unit.~~
- (b) The multi-family residential density of mixed-use developments shall not exceed 12 units per acre, except as may be provided for in section 39.18 of this Code. Residential uses may only be established on lots that are a minimum of one-half acre in area, with commercial or office on the first floor at street level and residential use permitted on the second and third floors only shall not exceed a FAR of 0.90.
- (c) Single use or multi-tenant non-residential uses shall not exceed a FAR of 0.70.
- (d) Both maximum commercial FAR and maximum residential density shall be available based upon the entire site area, and the presence of one shall not limit the density or intensity of the other.

Ordinance 2025-12

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA CORRECTING ERRORS IN PRIOR ORDINANCES BY AMENDING THE CITY'S LAND DEVELOPMENT CODE DIVISION 16 CG-2 COMMERCIAL DISTRICT, SECTION 16.2 PERMITTED PRINCIPAL USES AND STRUCTURES TO RECOGNIZE AND ALLOW FULL-SERVICE RESTAURANTS, AND DIVISION 33 CC2 COMMERCIAL CORRIDOR GULF BLVD DISTRICT, SECTION 33.7 DENSITY AND INTENSITY TO CLARIFY THAT SINGLE-FAMILY RESIDENCES ARE PROHIBITED; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

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WHEREAS, the City finds these amendments exceed what is typically classified as a scrivener's error correction.

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SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

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

Adrian Petrila, Mayor

I, Ginny Bodkin, Acting City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

EXHIBIT A

LAND DEVELOPMENT CODE

Sec. 16.2. Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CG-2 Commercial District are as follows:

- (a) Commercial kitchen.
- (b) Eating and drinking establishments – Full-service restaurant, limited-service restaurant, or outdoor dining and/or drinking areas that do not provide for outdoor music, subject to Section 6.24 of this Code as may be applicable.
- (c) Financial institutions without drive-through service.
- (d) Offices.
- (e) Printing and copying services.
- (f) Retail sales.
- (g) Services, personal/business.

Sec. 33.7. Density and intensity.

- (a) Existing, legally-nonconforming residences on single residential lots that do not abut Gulf Blvd shall be limited to a density of 7.5 units per acre and regulated pursuant to Sec. 3.10.(c). Minimum lot width is 50 feet.
- (b) The multi-family residential density of mixed-use developments shall not exceed 12 units per acre, except as may be provided for in section 39.18 of this Code. Residential uses may only be established on lots that are a minimum of one-half acre in area, with commercial or office on the first floor at street level and residential use permitted on the second and third floors only shall not exceed a FAR of 0.90.
- (c) Single use or multi-tenant non-residential uses shall not exceed a FAR of 0.70.
- (d) Both maximum commercial FAR and maximum residential density shall be available based upon the entire site area, and the presence of one shall not limit the density or intensity of the other.

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

Agenda Report

Agenda Title Name: **First reading of Ordinance 2025-13 FY2025 Budget Amendment**

Action Request: I move to Approve Ordinance 2025-13 Providing for an amendment to the budget for fiscal year 2025 by increasing appropriations for expenditure in the general fund, waste water fund, storm water fund, reclaimed water fund, capital projects fund; providing for codification; conflicts; severability; correction of scrivener's error; construction; publication; and an effective date.

Strategic Objective: Internal Services

Date: May 13, 2025

Prepared By: Devon Schmidt, Director of Finance

Through: Frances Robustelli, City Manager

Summary of Issue: The 2025 Budget Amendment is requesting the Commission to approve Ordinance 2025-13, which provides for an amendment to the budget for fiscal year 2025. This amendment includes increasing appropriations for expenditures in the general fund, wastewater fund, stormwater fund, reclaimed water fund, and capital projects fund. It also provides for codification, addressing conflicts, severability, correcting scrivener's errors, construction, publication, and establishing an effective date. Financial impacts to each fund are detailed in the attached Exhibit A.

Funding: See attached Exhibit A.

Attachments:

1. Ord 2025-13 FY 2025 Budget Amendment
2. Exhibit A - FY 2025 Budget Amendment #1 Details
3. FY 2025 Budget Amendment

Ordinance 2025-13

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2025 BY INCREASING APPROPRIATIONS FOR EXPENDITURE IN THE GENERAL FUND, WASTEWATER, RECLAIMED WATER FUND, STORMWATER FUND AND CONSTRUCTION PROJECT FUND; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the fiscal year 2025 budget includes revenue and expenditures as adopted by Ordinance 2024-05 on September 23, 2024

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2025 budget.

WHEREAS, Article III, Section 3.13(a) of the City Charter provides authority for appropriation amendments.

WHEREAS, the City Commission of the City of St. Pete Beach desires to adopt an amendment to the Fiscal Year 2025 Budget.

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

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

SECTION 2. The City of St. Pete Beach fiscal year 2025 budget shall be amended per Exhibit A, attached and made part of this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

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

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

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

Proposed FY 2025 Budget Amendment #1

Budget Comparison by Fund Fiscal Impact:

	General Budgeted	Building Budgeted	Capital Budgeted	Resiliency Budgeted	Wastewater Budgeted	Reclaimed Budgeted	Stormwater Budgeted	Budgeted Total
Fund balance 9/30/24 unaudited	11,808,939	3,771,466	10,448,508	1,329,492	903,929	113,232	1,624,320	29,999,886
Estimated beginning balance					903,929			903,929
Funding sources:								-
Revenue	32,919,900	1,325,000	11,365,000	650,000	9,455,530	1,658,000	2,570,000	59,943,430
Amendment	11,162,748							11,162,748
Transfers in	4,900,000				3,800,000	400,000	300,000	9,400,000
Repayment from Fund 102	60,815							60,815
Debt proceeds	-							-
Total funding sources (revenues)	49,043,463	1,325,000	11,365,000	650,000	13,255,530	2,058,000	2,870,000	80,566,993
Funding uses:								-
Expenditures	27,451,229	1,449,200	9,092,727	652,000	15,311,225	1,746,935	4,642,855	60,346,171
Encumbrance								-
Transfers out	11,821,000							11,821,000
Amendment	12,058,071	679,449	611,217	43,039	626,181	50,000	82,970	14,150,927
Repayment to General Fund	-							-
Total funding uses (expenditures)	51,330,300	2,128,649	9,703,944	695,039	15,937,406	1,796,935	4,725,825	86,318,098
To (from) fund balance	(2,286,837)	(1,739,700)	1,661,056	(45,039)	(2,681,876)	261,065	(1,855,825)	(6,687,155)
Estimated ending balance	9,522,102	2,031,766	12,109,564	1,284,454	(1,777,947)	374,297	(231,505)	23,312,731

Actual Comparison by Fund- Fiscal Impact:

	General YTD	Building YTD	Capital YTD	Resiliency YTD	Wastewater YTD	Reclaimed YTD	Stormwater YTD	Total YTD
Fund balance 9/30/24 unaudited	11,808,939	3,771,466	10,448,508	1,329,492	903,929	113,232	1,624,320	29,999,886
Estimated beginning balance					903,929			903,929
Funding sources:								-
Revenue	25,247,223	388,949	-	-	3,803,808	596,899	1,234,726	31,271,604
Amendment	11,162,748							11,162,748
Transfers in	-							-
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								-
Funding uses:								-
Expenditures	18,124,107	303,789	530,322	9,461	2,080,376	260,316	267,075	21,575,445
Encumbrance	7,323,163	4,007	366,311	30,378	6,780,904	560,045	26,344	15,091,153
Transfers out	-							-
Amendment	12,058,071	679,449	611,217	43,039	626,181	50,000	82,970	14,150,927
Repayment to General Fund	-							-
								-
Total funding uses (expenditures)	37,505,341	987,245	1,507,850	82,877	9,487,461	870,361	376,389	50,817,524
								-
To (from) fund balance	(1,095,370)	(987,245)	(1,507,850)	(82,877)	(5,683,653)	(273,462)	858,337	(8,772,120)
								-
Estimated ending balance	10,713,569	2,784,221	8,940,658	1,246,615	(4,779,724)	(160,229)	2,482,657	21,227,766

General Fund, Department, Division Summary of Changes:

Fund/ Department	Increase (Decrease)	Amended Budget	Purpose
General Fund/ Community Development	59,449	371,849	Planning Manager Addition
General Fund/ Information Technology	110,000	160,000	Submitted with FY2025 budget was \$160000 so not sure why that is not reflected here. \$40000 - IT Support/Meeting Support \$20,000 - GIS support Interlocal with TI \$100000 - MSP and Staff Hire IT Specialist \$1600Sig Change unplanned
General Fund/ Information Technology	7,400	412,400	\$700 Adobe Licenses+\$700 O365 licenses+\$6000 MDM 3 year term renewal
General Fund/ Information Technology	55,300	97,100	3.5K Camera + 21K storm recovery computers +2K Supplies+3K door cards+\$600 FS22 printer+\$2600 Comm Center,\$2600 FS23 Printer +20K for New Hires and contractors
General Fund/ Fire	75,000	75,000	2018 Chevy Tahoe assigned to District 23
General Fund/ EMS	302,499	1,706,099	Add three (3) EMS Captain positions to EMS (5801) Personnel Budget
General Fund/ EMS	75,000	150,000	to EMS (5802) Vehicles (5641) budget line for purchase of vehicle assigned to LR23
General Fund/ Nondepartmental	9,404,342	9,404,342	FEMA HURRICANE HELENE
General Fund/ Nondepartmental	1,758,407	1,758,407	FEMA HURRICANE MILTON
General Fund/ Library	38,798	492,098	Library Temporary Employment 2 Part Time / 1 Full Time
General Fund/ Non-departmental	8,400	73,400	Payments to Waste Connections
General Fund/ Facilities	128,603	331,003	RFB - Custodial services (\$200k)
General Fund/ Facilities	2,874	5,874	New vehicles oil changes & equipment (\$2k)
General Fund/ Parks	1,000	4,000	Add for equipment: Equipment rentals for a stump grinder (quarterly) and a trencher for irrigation projects.
General Fund/ Parks	8,000	20,000	Add for interlocal with Treasure Island
General Fund/ Road Streets	(40,000)	20,000	Transfer, not needed, \$20k requested, \$15k in budget book
General Fund/ Road Streets	49,000	60,000	Add for concrete repairs, \$60k requested, \$40k in budget book
General Fund/ Road Streets	14,000	14,000	Add for sign replacement, \$15k in budget book

Wastewater Fund Summary of Changes:

Fund/ Department	Increase/ Decrease	Amended Budget	Department Comment
Wastewater	17,564	37,564	Add to balance
Wastewater	10,000	10,000	Budget transfer submitted 3/24; SCADA monitoring, FOG software
Wastewater	7,000	10,000	Budget transfer submitted 3/24; Add for equipment (pipe camera, crane truck for pumps)
Wastewater	36,617	56,617	Add to balance + \$5k
Wastewater	180,000	380,000	Add based on prior FY spending

Stormwater Fund Summary of Changes:

Fund/ Department	Increase/ Decrease	Amended Budget	Department Comment
Stormwater	8,000	18,000	Add for NPDES permit consultant
Stormwater	74,970	74,970	Halff Associates - 45th Ave Drainage Improvements design

Building Fund Summary of Changes:

Fund/ Department	Increase/ Decrease	Amendment	Department Comment
Building	50,000	125,000	Current workload and account for Large projects coming online prior to FY 26
Building	289,449	1,089,449	A portion of Planning Manager 6 permit tech positions and a request to fill a limited-term Administrative Assistant at the same pay rate
Building	40,000	41,000	Overtime is still needed- transfer from salaries and wages
Building	300,000	350,000	Building Official Contract and Deputy Building Official contract



FY25 Budget Amendment Overview

Devon Schmidt, Finance Director
Strategic Alignment: Internal
Operations

Agenda

Fiscal Impacts

General Fund Changes

Wastewater Fund Changes

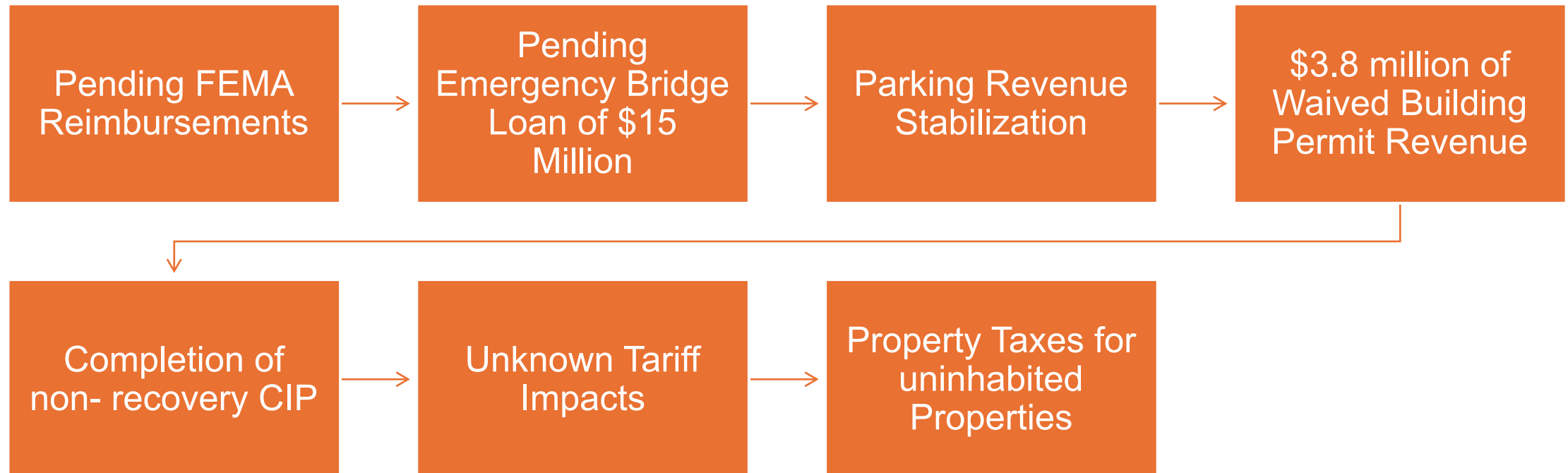
Reclaimed Fund Changes

Stormwater Fund Changes

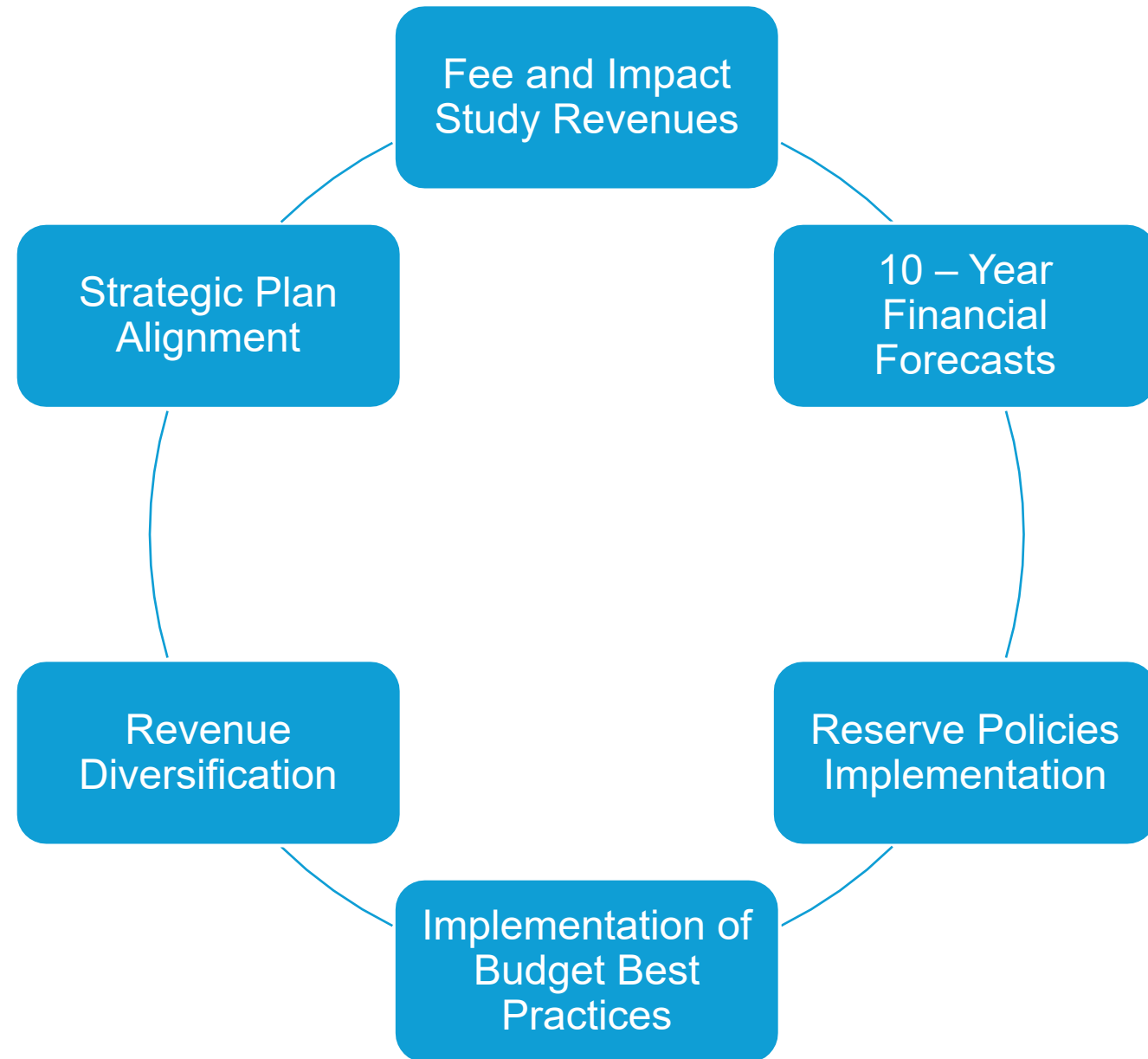
Building Fund Changes

Capital Improvement Plan

Short Term Considerations



Strategic Long- Term Consideration S



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Repayment to General Fund	-							-
Total funding uses (expenditures)								
To (from) fund balance								

FEMA Reimbursements

Pump Station 1 Reimbursement

Emergency Bridge Loan



Actual Comparison by Fund

	General YTD	Building YTD	Capital YTD	Resiliency YTD	Wastewater YTD	Reclaimed YTD	Stormwater YTD	Total YTD
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Fund/ Department	Increase/ Decrease	Amendment	Department Comment
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Building	40,000	41,000	Overtime is still needed- transfer from salaries and wages
Building	300,000	350,000	Building Official Contract and Deputy Building Official contract

Capital Improvement Plan

Fund/ Department	Increase (Decrease)	Amended Budget	Department Comment
CIP/ Public Services	240,879	\$ 290,879	Add to cover active PO's and City Hall HVAC design
CIP/ Public Services	30,874	\$ 30,874	Add to balance and cover active PO's (Halff)
CIP/ Public Services	(200,000)	\$ 40,000	Transfer, not needed
CIP/IT	260,000	\$ 260,000	CIP Add Back IT Improvement
CIP/ Public Services	59,046	\$ 59,046	Debazan and Maritana Seawall Repair engineering design; P004563 Seawall Outfall modifications design: Algonso, Alhambra, Don Jose, 3107
CIP/ Public Services	5,000	\$ 207,500	Change order to address building permit comments (pending cost estimate from contractor)
CIP/ Public Services	11,000	\$ 261,000	Ferris Pools Inc - community center pool resurfacing. Approved by commission 2/11/2025

Upcoming FY26 Commission Budget Workshops & Community Engagement 4:30-5:45 PM

Meeting Date	Commission Meeting Description
5/13/2025	Budget Workshop #1 - Historical financial overview, reserve analysis, initial capital improvement plan presentation
6/10/2025	Budget Workshop #2 - Updated Capital Improvement Plan and Position Listing & Benefits Overview
7/8/2025	Budget Workshop #3 - Preliminary Budget Document
7/22/2025	Budget Workshop #4 - Ad Valorem Tax Analysis & Preliminary Budget Book - Summary of Changes
8/26/2025	Budget Workshop #5 - Tentative Budget Book & Summary of Changes From Previous Version
9/9/2025	Millage & Budget Adoption - First Public Hearing
9/22/2025	Millage & Budget Adoption - Second Public Hearing

Fiscal Impact and Recommendation

Emergency Bridge Loan will correct negative fund balances.

Long-term strategies put in place will provide for Financial Success during normal financial years and emergencies:

- Fee and Impact Study Revenues
- 10–Year Financial Forecasts
- Reserve Policies Implementation
- Implementation of Budget Best Practices
- Revenue Diversification
- Strategic Plan Alignment

	General Budgeted	General YTD	Building Budgeted	Building YTD	Capital Budgeted	Capital YTD	Resiliency Budgeted	Resiliency YTD	Wastewater Budgeted	Wastewater YTD	Reclaimed Budgeted	Reclaimed YTD	Stormwater Budgeted	Stormwater YTD	Budgeted Total	Total YTD
Fund balance 9/30/24 unaudited	11,808,939	11,808,939	3,771,466	3,771,466	10,448,508	10,448,508	1,329,492	1,329,492	903,929	903,929	113,232	113,232	1,624,320	1,624,320	29,999,886	29,999,886
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Total funding uses (expenditures)	51,330,300	37,505,341	2,128,649	987,245	9,703,944	1,507,850	695,039	82,877	15,937,406	9,487,461	1,796,935	870,361	4,725,825	376,389	86,318,098	50,817,524
To (from) fund balance	(2,286,837)	(1,095,370)	(1,739,700)	(987,245)	1,661,056	(1,507,850)	(45,039)	(82,877)	(2,681,876)	(5,683,653)	261,065	(273,462)	(1,855,825)	858,337	(6,687,155)	(8,772,120)
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Questions?

Recommended Motion

Recommended Motion: I move to Approve Ordinance 2025-13 Providing for an amendment to the budget for fiscal year 2025 by increasing appropriations for expenditure in the general fund, waste water fund, storm water fund, reclaimed water fund, capital projects fund; providing for codification; conflicts; severability; correction of scrivener's error; construction; publication; and an effective date.



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

Agenda Report

Agenda Title Name: Final Reading of Ordinance 2025-11 Nuisance Abatement Ordinance

Action Request: Requested Motion: Motion to adopt Ordinance 2025-11

Strategic Objective: To have the Special Magistrate hear and adjudicate code enforcement cases instead of a hearing in front of the City Manager.

Date: May 13, 2025

Prepared By: Peyt Dewar, Code Enforcement Manager

Through: Frances Robustelli, City Manager
Laura Canary, Community Development Director

Summary of Issue: Amending the abatement procedure to allow for code enforcement to determine the existence of a nuisance abatement and allow the case to be heard before the Special Magistrate instead of the City Manager.

Funding: N/A

Attachments:

1. Ex A markup Ord 2025-11
2. Ord 2025-11 Nuisance Abatement
3. Business Impact Statement - Nuisance Abatement Ord - SPB draft 4 17 25

EXHIBIT A - MARK UP¹

ARTICLE II. - NUISANCES

DIVISION 2. ABATEMENT PROCEDURE

Sec. 46-61. Notice to abate.

- (a) If the city ~~manager~~ code enforcement officer concludes that a nuisance exists in accord with section 46-33, the city shall so notify the record owner of the property upon which the nuisance exists, in writing, and demand that such owner cause the condition to be remedied. The notice shall be given either by personal service by an agent of the city or by certified mail, return receipt requested, addressed to the owner of the property described as his name and address are shown upon the records of the county tax assessor, at the discretion of the city manager. Notification shall be deemed complete and sufficient when so addressed and deposited in the United States mail, with proper postage prepaid. If such notice is returned by postal authorities, the city ~~manager~~ code enforcement officer shall cause a copy of the notice to be served upon the occupant of the property or upon any agent of the owner thereof. If personal service upon the occupant of the property or upon any agent of the owner thereof cannot be performed after a reasonable search by the city ~~manager~~ code enforcement officer, the notice shall be accomplished by physical posting on the premises.
- (b) Such notice shall be in substantially the following form:

NOTICE OF NUISANCE

Name of Owner

Address of Owner

Our records indicate that you are the owner(s) of the following property in the City of St. Pete Beach, Florida:

(Describe Property)

An inspection of this property discloses, and I have found and determined that a nuisance has occurred in that:

(Describe here the condition which creates the nuisance)

You are hereby notified that unless the condition above described is remedied so as to abate the nuisance within seven days from the date hereof, the City of St. Pete Beach will proceed to remedy this condition and the cost of the work to remedy the condition, advertising costs, administrative costs and other expenses, will be imposed as a lien on the

¹ Words ~~stricken through~~ shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity.

property described. To remedy the condition causing the nuisance, the following must occur:

A hearing shall be held before the ~~City Manager~~ code enforcement special magistrate of the City of St. Pete Beach, ~~or his designee~~, at _____, St. Pete Beach, Florida 33706, on the _____ day of _____, ~~19~~ 20, at which time you or any persons you desire may introduce such evidence as you deem necessary to show that the condition alleged in this notice does not exist, has not occurred, or does not constitute a nuisance. Provided that in the event you determine to take the action set forth above, to correct said nuisance, you may, in writing, notify the code enforcement officer and upon determination that the nuisance has been abated, the hearing shall be cancelled.

CITY OF ST. PETE BEACH

By:

OFFICER

Sec. 46-62. Hearing before ~~city manager~~ Code Enforcement Special Magistrate.

- (a) When notification has been accomplished pursuant to section 46-61, at the time so designated in the notice of nuisance or at such other time specified by the city manager, after notice has been furnished to the property owner, a hearing shall be held before the ~~city manager~~ special magistrate in order to determine that the condition alleged in the notice does or does not exist, has or has not occurred or does or does not constitute a nuisance. If the city is unable to personally serve notice on the owner of the property, a notice, in the form set forth in section 46-61, may be posted in a conspicuous location on the property.
- (b) At the hearing the city and the property owner may introduce such evidence as is deemed necessary. The ~~city manager~~ special magistrate shall hold hearings on a regular basis at such time and place as he determines, and he shall establish rules and regulations for the review procedure. Following review by the ~~city manager~~ special magistrate the owner will have exhausted his administrative remedies.

Sec. 46-63. Abatement by city authorized.

(1) When notification either by delivery in person to the owner or by posting in a conspicuous location on the property has been accomplished according to section 46-61 and if the condition described in the notice and adjudicated by the special magistrate has not been remedied, the city manager ~~shall~~ may authorize the expenditure of funds and cause the nuisance to be abated by the city or an independent contractor employed by the city, at the expense of the property owner or to be recovered from the property owner, which shall become a lien on the property until payment is satisfied. If a hearing has been held and has been concluded adversely to the property owner, thus requiring remedy of the condition set forth in the notice of nuisance, and the condition is not remedied within five days following the date of the hearing or within any additional time set by the city manager, the city manager ~~shall~~

may cause the nuisance to be abated by the city or an independent contractor employed by the city, at the expense of the property owner or to be recovered from the property owner, which shall become a lien on the property until payment is satisfied in full. The cost necessary to remedy the condition shall be an expense to the property owner and shall become a lien on the property until payment is satisfied in full.

(2) Lot mowing shall not require a hearing before the special magistrate unless a hearing is requested by the property owner and charges for lots which are either vacant or improved and the property owner shall be assessed in an amount equal to the cost to the city to have such lot mowing accomplished, in addition to the administrative fee set forth in this Code.

(3) Tree trimming and tree removal shall not require a hearing before the special magistrate unless a hearing is requested by the property owner and the property owner shall be assessed in an amount equal to the cost to the city to have such tree trimming accomplished, in addition to the administrative fee set forth in this Code.

Sec. 46-64. Collection of city's abatement expenses.

- (a) After causing a nuisance to be abated pursuant to this article, the ~~city manager~~ special magistrate shall determine the costs involved, including all costs described in section 46-63, plus any attorney's fees borne by the city through any appellate action, and shall determine the proportionate costs that any lot, tract or parcel of land should bear. The city manager, or designee, shall cause the preliminary assessment roll to be prepared containing a complete list of the properties upon which nuisances have been abated by the city under this article and of properties abutting ponds or water bodies which were maintained by the city, setting opposite each lot, parcel or tract of land its proper proportionate share of the cost of doing the work, including all costs described in section 46-63 plus attorney's fees through appellate proceedings, if any. Such record shall be known as "preliminary assessment for nuisance abatement," which assessment shall upon completion be submitted to the city commission. Immediately after submission of the preliminary assessment roll to the city commission, the city commission shall fix a date for a public hearing upon the assessments contained in the preliminary assessment roll.
- (b) Immediately upon the determination by the city commission of the date for public hearing upon the proposed assessment, the city manager shall cause to be published in a daily newspaper of general circulation a notice in substantially the following form:

Notice to Taxpayers

You are hereby notified that the City of St. Pete Beach has just abated a nuisance in the City of St. Pete Beach, and has determined the amount to be assessed against each of lots, tracts or parcels of land to defray the cost thereof. A list of said nuisances and amount to be assessed against each of said properties is on file and open for inspection in the office of the Director of Finance of the City of St. Pete Beach. You are further notified that the City Commission of the City of St. Pete Beach will hold a public hearing on the _____ day of _____, 19____ in the Commission Chambers at the City Hall in the City of St. Pete Beach, Florida, for the purpose of hearing any complaints or

protests that any affected party may wish to offer why said assessments should not be made final.

City Manager

- (c) The notice shall be published one time and the hearing provided for by the notice shall be not less than five days from the date of publication of the notice.
- (d) The city commission shall meet at the time and place specified in the notice and hear any and all complaints that any person affected by the proposed assessment wishes to offer and shall correct any and all mistakes or errors appearing upon the preliminary assessment roll. The city commission shall then approve the preliminary assessment roll, as submitted or as corrected, and the roll shall then be final.
- (e) When the preliminary assessment roll is approved by the city commission and made final, the amounts assessed against the respective properties shall, from the date of approval, be and constitute a lien against the properties until paid. Upon approval of the assessment roll by the city commission, the city manager shall immediately cause the assessment roll to be filed in the office of the city clerk, and it shall be kept there for public inspection during business hours. The city manager may file and record, in the office of the clerk of the circuit court of the county, notice of the liens against the properties, showing thereon the amount and nature of the lien and legal description of the property.
- (f) The principal amount of all assessment liens levied and assessed under this section shall bear interest at the rate of ten percent per annum from a date 30 days after the date of approval of the assessment, and this interest shall also constitute a lien against the property assessed, in the amount of the assessment plus accrued interest.
- (g) The director of finance shall keep complete records relating to the amount payable for liens and interest described in this section and shall from time to time send a statement of the principal and interest due upon such liens to the record owner of the property upon which the lien exists.
- (h) At any time after the expiration of 30 days from the date of approval of the assessment roll, the city may proceed to foreclose the liens for special assessment in the manner prescribed in F.S. ch. 173.

Sec. 46-65. Charges for administrative fees, lot clearing or mowing.

The charges for nuisance abatement described in this section shall be assessed by the city manager whenever a notice of abatement is sent under section 46-61. The charges shall be established by resolution of the city commission and are listed in Appendix A to this Code. Charges shall be assessed for the following:

- (1) An administrative fee for all administrative and clerical work done by the city administration in connection with the lot clearing or lot mowing.

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- (2) Lot mowing charges for lots which are either vacant or improved shall be assessed in an amount equal to the cost to the city to have such lot mowing accomplished, in addition to the administrative fee set forth in subsection (1) of this section.
 - (3) Tree trimming and tree removal shall be assessed in an amount equal to the cost to the city to have such tree trimming accomplished, in addition to the administrative fee set forth in subsection (1) of this section.
 - (4) Clerical work and secretarial services, as well as all other notification costs, shall be charged at a rate equivalent to the actual cost to the city. Attorney's fees shall be charged in an amount equal to the actual charge to the city if, in the sole discretion of the city, legal services are required.

Sec. 46-66. Repeat nuisance violations.

Following the first notice under section 46-61 to abate a nuisance described under section 46-33(1), (2) and (3), any subsequent violation of said nuisance classifications on the same property within a 12-month period may be abated by the city manager without further notice under section 46-61, unless the property owner has provided the city manager with an adequate guarantee that the property shall be maintained over the next 12-month period. All the costs of abating the nuisance, including administrative costs, shall be assessed against the property owner and shall be collectible as provided under section 46-64.

ARTICLE V. - CHRONIC NUISANCE PROPERTY CODE

DIVISION 1. CHRONIC NUISANCE SERVICES

Sec. 46-141. Short title.

This article shall be known as the "City of St. Pete Beach Chronic Nuisance Property Code" or "chronic nuisance property code."

Sec. 46-142. Pattern of nuisance activity.

- (a) Nuisance activity means any activities relating to the following violations, whenever engaged in by the property owner, agent, tenant, or invitee of the property owner, agent or tenant:
 - (1) Alcoholic beverages as defined in chapter 6 of this Code.
 - (2) Nuisance abatement as defined in chapter 46 of this Code.
 - (3) Noise as defined in chapter 46 of this Code.

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- (4) Junked, wrecked, abandoned property as defined in chapter 46 of this Code.
 - (5) Possession of alcoholic beverages by person under age 21 prohibited as defined under F.S. § 562.111.
 - (6) Dangerous dogs as defined under F.S. § 767.12.
 - (7) Assault as defined under F.S. § 784.011.
 - (8) Felony battery; domestic battery by strangulation as defined under F.S. § 784.041.
 - (9) Aggravated battery as defined under F.S. § 784.045.
 - (10) Discharging firearm in public as defined under F.S. § 790.15(1).
 - (11) Renting space to be used for prostitution as defined under F.S. § 796.06.
 - (12) Prostitution as defined under F.S. § 796.07.
 - (13) Exposure of sexual organs as defined under F.S. § 800.03.
 - (14) Criminal mischief as defined under F.S. § 806.13.
 - (15) Burglary as defined under F.S. § 810.02.
 - (16) Trespass in structure or conveyance as defined under F.S. § 810.08.
 - (17) Trespass on property other than structure or conveyance as defined under F.S. § 810.09.
 - (18) Theft as defined under F.S. § 812.014.
 - (19) Dealing in stolen property as defined under F.S. § 812.019.
 - (20) Robbery as defined under F.S. § 812.13.
 - (21) Convenience business security as defined under F.S. § 812.173.
 - (22) Nuisances as defined under F.S. § 823.01.
 - (23) Cruelty to animals as defined under F.S. § 828.12.
 - (24) Harassment of a participant of a neighborhood crime watch program as defined under F.S. § 843.20.
 - (25) Disorderly intoxication as defined under F.S. § 856.011.
 - (26) Open house parties as defined under F.S. § 856.015.
 - (27) Loitering or prowling as defined under F.S. § 856.021.
 - (28) Loitering or prowling in close proximity to children as defined under F.S. § 856.022.
 - (29) Criminal gang enforcement and prevention as defined under F.S. Ch. 874.
 - (30) Breach of the peace; disorderly conduct as defined under F.S. § 877.03.
 - (31) Any offense under the Florida Comprehensive Drug Abuse Prevention and Control Act as defined under F.S. Ch. 893.

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- (32) Any other offense under state or federal law that is punishable by a term of imprisonment exceeding one year.
- (33) Failure to correct code violations on or before the date specified in a notice of violation issued in accordance with section 22-276 of this Code.
- (b) *Pattern of nuisance activity.* Real property shall be deemed to exhibit a pattern of nuisance activity if:
- (1) The sheriff's department has responded to three or more nuisance activities at the property within 30 days; or
 - (2) The sheriff's department has responded to seven or more nuisance activities at the property within six months; or
 - (3) Failure of the owner, proprietor or manager of a transient use or commercial establishment to sufficiently control nuisance activity and cooperate responsively with the sheriff regarding same; or
 - (4) Failure to correct code violations by the time ordered by the special magistrate in any order entered pursuant to section 22-277 of this Code; or
 - (5) As otherwise provided by this Code.
- (c) *Construction and application.* Pattern of nuisance activity shall not be construed to include:
- (1) A nuisance activity where the property owner, agent, tenant, or invitee of the property owner, agent or tenant is the victim of a crime;
 - (2) A nuisance activity that does not arise from the conduct of the property owner, agent, tenant, or invitee of the property owner, agent or tenant; or
 - (3) A complaint or call for service to which the sheriff's department responded and determined that no violation was committed.
- (d) *Separate occurrences.* For purposes of this article, each day that the sheriff's department responds to a nuisance activity at the property shall be a separate occurrence.

Sec. 46-143. Declaration of chronic nuisance property; action plan.

- (a) *Declaration of chronic nuisance property.* If a pattern of nuisance activity exists upon real property, the city may declare the property to be a chronic nuisance. The city shall notify the property owner by certified mail, return receipt required and by first class mail to the address listed on the ad valorem tax roll. Notice shall be posted at the property where the nuisance activities occurred. The declaration of chronic nuisance property shall contain at least the following information:
- (1) A reference to chapter 46, article III (the City of St. Pete Beach "Chronic Nuisance Property Code");
 - (2) The address and parcel control number of the property;
 - (3) The dates that the nuisance activities occurred at the property;

- (4) A description of the nuisance activities;
 - (5) A statement that the property owner is required to provide the city with a written action plan outlining the specific measures that the property owner will take to eliminate the re-occurrence of nuisance activities on the property. A statement that the action plan must be provided to the city no later than 15 days from the date of the declaration notice of chronic nuisance property;
 - (6) A statement that failure to provide the city with a timely written action plan will result in a violation of this article and the entry of a chronic nuisance service order by the special magistrate;
 - (7) A statement that the costs of any chronic nuisance services provided by the city to a property that has been declared to be a chronic nuisance may be levied against the property as a non-ad valorem assessment superior to all other private rights, interests, liens, encumbrances, titles and claims upon the property and equal in rank and dignity with a lien for ad valorem taxes; and
 - (8) A statement that unpaid assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632.
- (b) *Development of action plan.* The property owner shall provide the city with a written action plan outlining the specific measures that the owner will take to eliminate the re-occurrence of nuisance activities at the property. The property owner shall provide the action plan to the city no later than 15 days from the date of the declaration notice of chronic nuisance property. Failure to provide the city with a timely action plan shall be a violation of this article.
- (c) *Adequacy and implementation of action plan.* If the city determines that the action plan is adequate to eliminate the re-occurrence of nuisance activities on the property, the city shall notify the property owner by certified mail, return receipt required and first class mail. The city shall establish a reasonable time period not exceeding 45 days from the date that the action plan is determined to be adequate to implement the action plan. The city may extend the time period beyond 45 days if additional time is necessary to implement the action plan. Failure to implement the action plan within the time period established by the city shall be a violation of this article. If the property owner implements the action plan within the time period established by the city, the declaration of chronic nuisance will be closed and no further action shall be required, except that the city may require the property owner to revise the action plan in the event that a nuisance activity re-occurs.
- (d) *Revision of inadequate action plan.* If the city determines that the action plan is not adequate to eliminate the re-occurrence of nuisance activities on the property, the city may require the property owner to revise the action plan. The property owner shall provide the revised action plan to the city no later than ten days from the date that the action plan is determined to be inadequate. Failure to revise the action plan or to provide the city with a timely revised action plan shall be a violation of this article. The provision of an inadequate action plan on three consecutive occasions shall be a violation of this article and may result in the entry of a chronic nuisance service order against the property.

- (e) *Factors determining adequacy of action plan.* Factors to be considered in determining the adequacy of an action plan may include, but shall not be limited to:
- (1) Commencement of an eviction action pursuant to F.S. ch. 83 to remove from the property those individuals engaged in the nuisance activity;
 - (2) Implementation of crime prevention through environmental design (CPTED) measures;
 - (3) Frequency of site visits and inspections at various times of both day and night;
 - (4) Hiring of property management;
 - (5) Hiring of private security;
 - (6) Installation of security cameras;
 - (7) Use of a written lease agreement;
 - (8) Criminal background checks for prospective tenants and lease renewals;
 - (9) Posting of 'no trespassing' signs at the property and execution of a 'no trespass affidavit' authorizing the sheriff's department to act as an agent of the property owner to enforce trespass statutes on the property;
 - (10) Regular requests for offense and incident reports relating to the property that are available through the records custodian of the sheriff's department records division;
 - (11) Written documentation of all efforts to curtail or eliminate the re-occurrence of nuisance activities on the property;
 - (12) Any other action that the city determines is reasonably sufficient to curtail or eliminate the re-occurrence of nuisance activities on the property.

Sec. 46-144. Notice of violation.

- (a) *Notice of violation.* If the property owner fails to satisfy any requirement of this article, the city shall notify the property owner by certified mail, return receipt required and first class mail to the address listed on the ad valorem tax roll. The notice of violation shall be posted at the property where the nuisance activities occurred. The notice of violation shall contain at least the following information:
- (1) The address and parcel control number of the property;
 - (2) A description of the facts constituting a violation of this article;
 - (3) A statement that the property has been declared to be a chronic nuisance;
 - (4) A statement that unless the property owner files a timely request for hearing pursuant to section 46-145, the property owner shall be deemed to have waived the right to contest the notice of violation;
 - (5) A statement that the costs of any unpaid chronic nuisance services provided by the city may be levied against the property as a non-ad valorem assessment superior to

all other private rights, interests, liens, encumbrances, titles and claims upon the property and equal in rank and dignity with a lien for ad valorem taxes; and

- (6) A statement that unpaid assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632.

Sec. 46-145. Request for Hearing.

- (a) ~~Request for hearing.~~ A property owner may request a hearing will be held before the special magistrate upon receipt of a declaration of chronic nuisance property or notice of violation regarding the action plan. A request for hearing shall be filed with the city and shall:
- (1) Be in writing;
 - (2) Provide a short, plain statement identifying the factual, procedural or legal error upon which the request for hearing is based; and
 - (3) Include a copy of the declaration of chronic nuisance property or notice of violation.
- ~~(c) Time for filing a request for hearing. A request for hearing shall be filed with the city within 15 days from the date of the declaration of chronic nuisance property or 15 days from the date the notice of violation regarding the action plan.~~
- ~~(d) Waiver of right to contest. If the owner of a chronic nuisance property fails to file a timely request for hearing, the property owner shall be deemed to have waived the right to contest the declaration of chronic nuisance property or notice of violation.~~
- (e) *Hearing by the special magistrate.* Upon request of the code enforcement officer ~~receipt of a timely request~~, the city shall schedule a hearing before the special magistrate. The hearing shall be limited to the review of the record of evidence upon which the city based the declaration of chronic nuisance property or notice of violation regarding the action plan.
- (f) *Decision of the special magistrate.* After reviewing the record or evidence upon which the city based its determination, the special magistrate shall either uphold or reject the declaration of chronic nuisance property or notice of violation regarding the action plan, as appropriate. The decision of the special magistrate shall be in writing and shall be deemed final. If the special magistrate upholds the notice of violation, the special magistrate shall immediately enter a chronic nuisance service order in accordance section 46-146. If the special magistrate rejects the notice of violation, the special magistrate shall identify the factual, procedural or legal error upon which the decision is based. Notwithstanding, the property owner shall be required to submit and implement an action plan in accordance with section 46-143 if the special magistrate finds that a pattern of nuisance activity occurred at the property.

Sec. 46-146. Entry of chronic nuisance service order.

- (a) *Chronic nuisance service order.* If a timely request for hearing has not been filed pursuant to section 46-145 and a notice of violation has been issued, the special magistrate shall enter a chronic nuisance service order. If the special magistrate upholds the declaration of chronic nuisance property or determines after a hearing that there has been a failure to provide or implement an adequate action plan, the special magistrate shall enter a chronic nuisance service order. The city shall provide a copy of the chronic nuisance service order to the property owner by certified mail, return receipt required and first class mail to the address listed on the ad valorem tax roll. The chronic nuisance service order shall:
- (1) Enter findings of fact establishing a pattern of nuisance activity and violation of this article;
 - (2) Authorize the city to provide chronic nuisance services to the property;
 - (3) Authorize the city to bill the costs of any chronic nuisance services to the owner of the chronic nuisance property;
 - (4) Provide for the mailing of a copy of the chronic nuisance service order by certified mail, return receipt required and first class mail to any mortgagee of record. Failure to provide a copy of the chronic nuisance service order to a mortgagee of record shall not operate to release or discharge any obligation under this article or otherwise affect the validity of a chronic nuisance service order;
 - (5) Provide for the recording of a certified copy of the chronic nuisance service order in the public records; and
 - (6) Provide for continuing jurisdiction over the chronic nuisance property.
- (b) *Duration of chronic nuisance service order.* The chronic nuisance service order entered in accordance with this section shall terminate if there have been no nuisance activities at the property for one year.

Sec. 46-147. Abatement of chronic nuisances; provision of services; apportionment.

- (a) *Abatement by city.* The city may abate chronic nuisances on real property by providing chronic nuisance services to curtail or eliminate the re-occurrence of nuisance activities. The costs of such chronic nuisance services shall be billed to the property owner in accordance with section 46-148 and such costs may be collected by the city by any legal means.
- (b) *Apportionment.* Chronic nuisance service costs shall be entirely apportioned to the assessed real property receiving the chronic nuisance service.

Sec. 46-148. Establishment of costs; billing of costs; notice of delinquency.

- (a) *Chronic nuisance service costs to be established by resolution.* All chronic nuisance service costs shall be established by resolution of the city commission. No chronic nuisance service

cost shall be modified other than by resolution of the city commission. Chronic nuisance service costs shall only be in the amounts established by resolution of the city commission.

- (b) *Billing of chronic nuisance service costs.* The city shall bill all chronic nuisance service costs to the owner of the chronic nuisance property by certified mail, return receipt required and first class mail to the address listed on the ad valorem tax roll. The bill shall contain at least the following information:
- (1) The address and parcel control number of the chronic nuisance property;
 - (2) The date of each chronic nuisance service;
 - (3) A brief description of each chronic nuisance service;
 - (4) The amount of the bill for each chronic nuisance service;
 - (5) A statement that the total amount of the bill shall be paid to the city within 30 days from the date of the bill and that any chronic nuisance service cost which has not been paid within 30 days from the date of the bill shall be delinquent;
 - (6) A statement that that any unpaid chronic nuisance service costs will be levied against the property as a non-ad valorem assessment superior to all other private rights, interests, liens, encumbrances, titles and claims upon the property and equal in rank and dignity with a lien for ad valorem taxes; and
 - (7) A statement that unpaid assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632.
- (c) *Notice of delinquency.* The total amount of the bill shall be paid to the city within 30 days from the date of the bill. Any chronic nuisance service cost which has not been paid within 30 days from the date of the bill shall be delinquent. If the property owner fails to pay the total amount of the bill within 30 days from the date of the bill, the city shall notify the property owner of the delinquency. The notice of delinquency shall be by certified mail, return receipt required and first class mail to the address listed on the ad valorem tax roll and shall contain at least the following information:
- (1) The address and parcel control number of the property;
 - (2) The amount of the delinquent billings, individual and total;
 - (3) A statement that that any unpaid chronic nuisance service costs will be levied as a non-ad valorem assessment superior to all other private rights, interests, liens, encumbrances, titles and claims upon the property and equal in rank and dignity with a lien for ad valorem taxes; and
 - (4) A statement that unpaid assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632.
- (d) *Construction of chronic nuisance service cost.* Chronic nuisance service costs shall not include any amount attributable to general law enforcement activities or the general enforcement of municipal codes upon a property that has not been declared by the city to

be a chronic nuisance and that has not received a chronic nuisance service order from the special magistrate.

Sec. 46-149. Method of notice; construction.

- (a) *Notice.* Unless otherwise provided, notice required by this article shall be by certified mail, return receipt required and by first class mail to the address listed on the ad valorem tax roll. Notice shall be posted at the property where the nuisance activities occurred.
- (b) *Construction of notice.* A property owner shall be deemed to have notice of a nuisance activity if that property owner (1) has actual knowledge of the nuisance activity; (2) has received notice of the nuisance activity; (3) has reason to know about the nuisance activity; (4) knows about a fact related to the nuisance activity; or (5) is able to ascertain the existence of a nuisance by checking an official filing or recording. The lack of knowledge of, acquiescence, or participation in, or responsibility for a nuisance activity on the part of property owner shall not be a defense to any enforcement of this article.

Sec. 46-150. Change in title to chronic nuisance property.

- (a) *Purchase at judicial sale upon final judgment of foreclosure.* Every purchaser of a chronic nuisance property at judicial sale upon final judgment of foreclosure shall provide the city with an action plan and implement an action plan no later than 45 days from the date of sale.
- (b) *Receivership.* Every trustee of a chronic nuisance property appointed after the entry of a chronic nuisance service order shall provide the city with an action plan and implement the action plan no later than 45 days from the date of appointment of receiver in any state or federal action at law.
- (c) *Probate.* Every personal representative of an owner of a chronic nuisance property shall provide the city with an action plan and implement an action plan no later than 45 days from the date of appointment. If the owner of the chronic nuisance property died intestate, beneficiaries of the estate shall be required to provide the city with an action plan and implement an action plan.
- (d) *Other changes in title to chronic nuisance property.* An arms-length purchaser of a chronic nuisance property that has purchased the property after entry of a chronic nuisance service order for the property shall have 45 days from the date of closing or recording of the order, whichever occurs last, to provide the city with an action plan and implement the action plan.

Sec. 46-151. Registration of distressed vacant property.

- (a) *Registration by owner.* Every owner of a chronic nuisance property that is also distressed vacant property shall register with the city.
- (b) *Registration by foreclosing mortgagee.* Every foreclosing mortgagee of a chronic nuisance property that is also distressed vacant property shall register with the city.

Sec. 46-152. Construction of article.

- (a) *Levy of special assessments.* This article shall not be construed to limit the city from levying special assessments and the amendments to the standard unsafe building abatement code, as adopted by the city.
- (b) *Monthly re-inspection assessments.* This article shall not be construed to limit the city from imposing monthly re-inspection assessments.
- (c) *Imposition of administrative fines.* This article shall not be construed to limit the city from imposing administrative fines.
- (d) *Exemptions.* This article shall not be construed to apply to property owned by the city or any other governmental entity.
- (e) *Provision of this article supplemental.* Nothing in this article shall be construed to limit the authority of the city to collect special assessments by any other method according to law.

Ordinance 2025-11

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING CITY CODE CHAPTER 46 ENVIRONMENT ARTICLE II. NUISANCES DIVISION 2. ABATEMENT PROCEDURE SECTIONS 46-61 THROUGH 46-66; AND CHAPTER 46 ENVIRONMENT ARTICLE V CHRONIC NUISANCE PROPERTY CODE, DIVISION 1 CHRONIC NUISANCE SERVICES SECTIONS 46- 141 THROUGH 46-152 TO PROVIDE FOR DUE PROCESS SPECIAL MAGISTRATE HEARINGS AND PROCEDURES FOR THE ABATEMENT OF NUISANCES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to amend its nuisance abatement codes to implement best practices.

WHEREAS, the City Commission finds these amendments to assist in the preservation and maintenance the public health, safety, and welfare.

WHEREAS, a business impact estimate pursuant to Florida Statute 166.041(4)(c).5. as amended through the 2025 session has been prepared and found no significant negative impact on the business community.

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

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

SECTION 2. The City Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, word, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, words, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

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

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

Adrian Petrila, Mayor

I, _____, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of St. Pete Beach has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of St. Pete Beach may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

Ordinance 2025-11

NUISANCE ABATEMENT

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING CITY CODE CHAPTER 46 ENVIRONMENT ARTICLE II. NUISANCES DIVISION 2. ABATEMENT PROCEDURE SECTIONS 46-61 THROUGH 46-66; AND CHAPTER 46 ENVIRONMENT ARTICLE V CHRONIC NUISANCE PROPERTY CODE, DIVISION 1 CHRONIC NUISANCE SERVICES SECTIONS 46- 141 THROUGH 46-152 TO PROVIDE FOR DUE PROCESS SPECIAL MAGISTRATE HEARINGS AND PROCEDURES FOR THE ABATEMENT OF NUISANCES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;

- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of St. Pete Beach hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This proposed ordinance serves to protect the public health, safety, morals, and welfare of the residents of, and visitors to, the City of St. Pete Beach, by adding an additional due process procedures for the abatement of nuisance violations in the City. The purpose is to protect the peace and quiet and quality of life of the inhabitants, both residents and visitors alike of the City, prevent injury to human and animal life, preserve property values, foster the peace and comfort of the City's inhabitants, and facilitate the enjoyment of the natural attractions of the City. The ordinance provides for due process hearings before a special magistrate and other nuisance abatement procedures.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

The direct compliance costs for each business subject to this Ordinance will be based on a variety of factors but would only affect businesses that are in violation of the City's nuisance code, which would be subject to nuisance fines, abatement and cost recovery for any abatement activities undertaken by the City.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

Other than expenses involved in potential fines, it is not anticipated that there will be any new charges or fees on businesses subject to this proposed ordinance.

- (c) **An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

It is not anticipated that this ordinance will increase the City's regulatory costs, and no new charges or fees (other than Nuisance violation fines and abatement costs where nuisance violations exist) would be imposed on businesses.

3. **A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

At this time, nuisance violations exist at less than 10 residential properties and may exist in less than 10 businesses located in commercial or industrial locations.

4. **Additional information the governing body determines may be useful (if any):**

Not applicable.

Note: The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.

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

Agenda Report

Agenda Title Name: First reading of Ordinance 2025-14 Sunset Library Advisory Committee

Action Request: Motion to approve first reading of Ordinance 2025-14.

Strategic Objective: Assist in the efficiency of the City.

Date: May 13, 2025

Prepared By: Cathleen Bowley

Through: Frances Robustelli, City Manager

Summary of Issue: At the April 8, 2025 City Commission meeting, discussion of sunseting the Library Advisory Committee took place.

Funding: N/A

Attachments: 1. Ord 2025-14 Library Adv Committee Sunset with Ex A Markup final (002)

Ordinance 2025-14

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE TO SUNSET AND END ALL DUTIES OF THE LIBRARY ADVISORY BOARD BY DELETING CHAPTER 22 BOARDS, COMMITTEES, COMMISSIONS ARTICLE V. LIBRARY ADVISORY COMMITTEE CODE SECTIONS 22-136 THROUGH 22-144; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that the Library Advisory Committee has successfully concluded its work; and

WHEREAS, the City Commission finds the tasks of the Library Advisory Committee are now being efficiently handled by city staff and volunteers who can continue to participate in support of the library through the not for profit Friends of the Library organization; and

WHEREAS, the City Commission finds these amendments to assist in the efficiency of the city, and the preservation and maintenance the public health, safety, and welfare.

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

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

SECTION 2. The City Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, word, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, words, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

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

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

Adrian Petrila, Mayor

I, Renee Rose, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney

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

EXHIBIT A

PART II - CODE OF ORDINANCES

Chapter 22 - BOARDS, COMMITTEES, COMMISSIONS

~~ARTICLE V. LIBRARY ADVISORY COMMITTEE~~

~~Code Sections 22-136 through 22-144~~

~~ARTICLE V. LIBRARY ADVISORY COMMITTEE~~

~~Sec. 22-136. Created.~~

~~There is hereby created a permanent board to be known as the library advisory committee.~~

~~(Ord. No. 05-13, § 1, 3-22-05)~~

~~Sec. 22-137. Number of members; compensation.~~

~~(a) The library advisory committee shall consist of five regular members.~~

~~(b) Members shall serve without compensation.~~

~~(Ord. No. 05-13, § 1, 3-22-05)~~

~~Sec. 22-138. Appointment of members.~~

~~(a) The mayor and each city commissioner shall appoint one regular member to serve on the library advisory committee.~~

~~(b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the committee, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.~~

~~(c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.~~

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

~~(d) Appointments by commission members shall not be restricted by commissioner district boundaries.~~

~~(Ord. No. 05-13, § 1, 3-22-05)~~

~~Sec. 22-139. Term of office of members.~~

~~The terms of office of the members of the library advisory committee shall run concurrently with the term of the mayor or commissioner appointing that member.~~

~~(Ord. No. 05-13, § 1, 3-22-05)~~

~~Sec. 22-140. Qualifications of members.~~

~~(a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.~~

~~(b) No member shall hold any other public position in the city.~~

~~(c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.~~

~~(d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.~~

~~Sec. 22-141. Removal from office.~~

~~(a) Members of the library advisory committee shall serve at the pleasure of the appointing commission member.~~

~~(b) Any member who fails to attend three successive regular meetings shall forfeit membership on the committee.~~

~~(c) If any member of the committee resigns, or for any other reason ceases to be a member of the committee, the commission member who appointed such member shall appoint a replacement to serve the remainder of the term.~~

~~Sec. 22-142. Powers and duties generally.~~

~~(a) The library advisory committee shall have the power to adopt rules and procedures and to conduct regular and special meetings, provided the procedures do not conflict with any requirements of the Charter or this Code.~~

~~(b) The committee shall review the various cultural, informational and educational programs offered by the city's public library and shall make recommendations to the city commission and the city manager concerning methods for improving the programs. Additionally, this committee shall advise the city commission and the city manager's office in developing additional library programs to be offered to the citizens of the city. The committee shall~~

~~perform such other duties in connection with library programs offered by the city as may be assigned to it by the city commission.~~

~~Sec. 22-143. Election of officers; conduct of meetings.~~

- ~~(a) The library advisory committee shall annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice chairman and such other officers as may be necessary from among its members.~~
- ~~(b) The committee shall meet at its discretion, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.~~
- ~~(c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three members during a properly noticed public meeting.~~
- ~~(d) A quorum for the conduct of business shall not be less than three members.~~
- ~~(e) A majority of committee members present shall be required to make any determination required by the committee.~~

~~Sec. 22-144. Staff participation and responsibilities.~~

~~The city shall make available staff to assist the library advisory committee in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the committee. All meetings of the committee shall be open to the public. A public record of the committee's minutes and resolutions shall be maintained and made available for inspection by the public.~~

~~(Ord. No. 08-28, § 2, 8-12-08)~~