



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, December 14, 2010

6:30 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

- 1. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
- 2. Presentations**
 - a. Support Our Troops & ESGR (Employer Support of the Guard and Reserve) - Terri Finnerty and Phil Speak, ESGR State Chairman**
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person on issues that are not on the agenda.
- 4. Consent**
 - a. Minutes of the November 9, 2010 City Commission Meeting.**
 - b. Authorization for the City Manager to enter into an agreement with Hill York in an amount not to exceed**

\$275,000 to provide energy efficiency consulting for the design and implementation of an Energy Efficiency Program as required by the Florida Energy and Climate Commission Grant Agreement.

- c. Authorize the City Manager to enter into an agreement with the State of Florida for grant assistance for the implementation of an Energy Efficiency Program.**
- d. Authorize the City Manager to enter into a purchase agreement with Sieg & Ambachtsheer for \$14,480 for additional bridge repairs on Vina Del Mar Bridge.**
- e. Authorize the City Manager to enter into a purchasing agreement with LS Curb Service in the amount of \$10,637.50 for the reconstruction of 8th Ave/Gulf Way sidewalk.**
- f. Authorize the City Manager to enter into a Construction Agreement with FDOT for the Don CeSar Street and Sidewalk Improvement Project.**
- g. Authorize the City Manager to enter into a three (3) year agreement with Luke Brothers at a cost of \$49,330 per year for citywide tree trimming and maintenance.**
- h. Memorandum of Understanding -- Temporary suspension of Sections B2 and B3 of Article 23, Work Week and Overtime, of the FOP contract.**

5. Resolutions – none for this agenda

6. Ordinances

- a. Ordinance 2010-36, Final Reading and Public Hearing, providing for an increase in budgeted monies in the general fund for fiscal year ending September 30, 2010 and providing for funding.**
- b. Ordinance 2010-31 First Reading and Public Hearing amending Sections 6 and 31 of the City's Land Development Code related to temporary lodging uses in the Traditional Hotel District.**
- c. Ordinance 2010-38, First Reading and Public Hearing, providing a supplemental appropriation for fiscal year 2011 to the General and Capital Projects Funds, providing for funding and providing for an effective date.**
- d. Ordinance 2010-39, First Reading and Public Hearing, amending Chapter 50, Library, of the City of St. Pete Beach Code of Ordinance**

7. Action Items

- a. Case #20100041, application of Mike Anderson for property located at 645 Corey Avenue. Applicant requests modification of approved conditional use to increase outdoor restaurant seating from 12 to 22 seats. This is a quasi-judicial hearing.**
- b. Authorize the City Manager to enter into a purchasing agreement with Kloote Contracting in the amount of \$244,225 to make street and sidewalk improvements in the Don CeSar area.**

8. Items for Discussion-none for this agenda

9. City Manager, City Attorney and City Commission Reports

10. Adjournment

APPEALS

If a person decides to appeal any decision made at this hearing, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

Agenda Material is available for review at City Hall on the Friday preceding the meeting. In accordance with the Americans with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact Public Services at (727) 363-9243 no later than four (4) days prior to the proceeding for assistance.

CITY COMMISSION MEETING

November 9, 2010

MINUTES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

**Commissioner Halpern
Vice Mayor Parent
Commissioner Shavlan
Commissioner Garnett
Mayor Finnerty**

ALSO PRESENT

**City Manager Mike Bonfield
City Attorney Mike Davis
City Clerk Theresa McMaster
Community Development Director Karl Holley**

1. Changes to the Agenda

Commissioner Garnett asked that Item 7. a. be moved up on the Agenda. It was agreed that Item 7.a. will be heard after the Consent Agenda.

2. Presentations

City Manager Bonfield called upon Police Chief Romine for the first presentation.

a. Chief Romine addressed the Commission as President of the Kiwanis Club of the Gulf Beaches. He presented Mayor Finnerty with a plaque in appreciation of their partnering with the Kiwanis Club in the "Every Child a Swimmer" program.

b. Renee Cooper, CIP Construction Manager, gave a report on the FY 2010 Corey Avenue Tree Replacement capital improvement project.

c. Renee Cooper, CIP Construction Manager, gave a report on the FY 2010 Street Sign Inventory capital improvement project.

3. Audience Comments

Bill Pyle, 6600 Sunset Way, spoke regarding the repeal of the 2005 Comprehensive Plan

4. Consent

a. **Authorization for the Mayor to enter into an Agreement with the Pinellas County Supervisor of Elections for the March 8, 2011 General Election.**

b. **Authorization for the City Manager to enter into a purchasing agreement with All South Lightning Protection in the amount of \$15,406 for Lightning Protection and Cascading Equipment Transient Voltage Surge Suppression (TVSS) for the Reclaimed Water Booster.**

A motion was made by Vice Mayor Parent to approved items a. and b. of the Consent Agenda. The motion was seconded by Commissioner Shavlan and approved by unanimous vote.

7. a. **Case No. 2010032, Conditional Use and Variance request for the Pass-a-Grille Women's Club for property located at 2201 Pass-a-Grille way. The applicants seek approval for construction of an elevated deck for use for social gatherings.**

City Attorney Davis advised the Commission that this is a *quasi-judicial proceeding*.

Vice Mayor Parent admitted that he had taken a look at the property.

Commissioner Garnett advised that she is a member of the Pass-a-Grille Women's Club at which point Mr. Davis advised her that she should abstain from voting on this item.

Karl Holley gave a brief explanation of the application and answered questions regarding the variance.

Mr. Davis reversed his earlier opinion and advised Commissioner Garnett that she **did not** have to abstain from voting on the issue.

The applicant, Kris Self, addressed the Commission and gave a brief presentation outlining the plans for the deck.

Commissioner Garnett thanked Ms. Self for a thorough presentation and offered her support for the project.

Vice Mayor Parent also thanked Ms. Self for her presentation and expressed his concerns about the safety of the members.

Commissioner Halpern spoke in favor of the project.

Mayor Finnerty thanked Ms. Self for all the work she does.

A motion was made by Commissioner Garnett to approve the variance request to reduce the required rear yard setback to zero for construction of an elevated deck for outdoor seating for property located at 2201 Pass-a-Grille Way. The motion was seconded by Commissioner Halpern and approved by unanimous roll call vote.

A motion was made by Vice Mayor Parent to approve the Conditional Use request for construction of an elevated deck for outdoor seating for property located at 2201 Pass-a-Grille Way. The motion was seconded by Commissioner Halpern and approved by unanimous roll call vote.

5. Resolutions

a. Resolution 2010-28, supporting Madeira Beach Mayor Patricia J. Shontz to represent the cities of St. Pete Beach, Treasure Island and Madeira Beach on the Pinellas Planning Council.

Mayor Shontz is up for re-election and in the event she decides not to run or is defeated, the matter will be brought back to the Commission for consideration.

Vice Mayor Parent made a motion to approve Resolution 2010-28, supporting Madeira Beach Mayor Patricia J. Shontz to represent the cities of St. Pete Beach, Treasure Island and Madeira Beach on the Pinellas Planning Council. The motion was seconded by Commission Garnett and approved by unanimous roll call vote.

b. Resolution 2010-29, reappointing John Elias, Esquire, as the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate for the City's Code Enforcement Division.

Mr. Bonfield reminded the Commission that Mr. Elias has an annual contract with the City, in compliance with Florida Statute, and it expires in November. Staff is recommending that the City consider other alternatives; Mr. Bonfield recommended that the Commission approve this Resolution and at the same time authorize him to solicit qualifications for other potential Magistrates in the event staff recommends replacing Mr. Elias and if not, Mr. Elias will stay on in the same capacity.

Vice Mayor Parent suggested that in six months staff should come to the Commission and advise them of how Mr. Elias is doing. After discussion, it was decided that the staff should come to the Commission with their report in three months.

A motion was made by Commissioner Shavlan to approve Resolution 2010-29 reappointing John Elias, Esquire, as the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate for the City's Code Enforcement Division. The motion was seconded by Commissioner Halpern and approved by unanimous roll call vote.

c. Resolution 2010-30, in support of the recommendations of the Joint Land Use and Transportation Committee, including amendment to the Pinellas Planning Council's Special Act.

Mr. Bonfield explained that by passing this Resolution, they are only approving the concept; more detailed language will be forthcoming in the next step.

A motion was made by Vice Mayor Parent to approve Resolution 2010-30, in support of the recommendations of the Joint Land Use and Transportation Committee, including amendment to the Pinellas Planning Council's Special Act. The motion was seconded by Commissioner Halpern and approved by unanimous roll call vote.

6. Ordinances

a. Ordinance 2010-32, First Reading and Public Hearing of Ordinance 2010-32, amending Division 26 of the City of St. Pete Beach Land Development Code.

Karl Holley went through the Ordinance, which pertains to signs, and explained the changes that were being recommended.

After discussion and questions by the Commissioners, Mr. Holley went over the changes that were suggested and advised them that the suggested changes would be incorporated in the Ordinance and brought back to the Commission for the second reading.

A motion was made by Commissioner Halpern to approved Ordinance 2010-32, an Ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendment of Division 26 of the Land Development Code; providing for amendment of the City of St. Pete Beach sign ordinance; providing for amendment of standards relating to sandwich board signs, designer signs, window signs, and banners; providing for amendment to section related to fees; providing for severability; providing for the repeal of ordinance or parts of ordinance in conflict herewith, to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Garnett and approved by unanimous roll call vote.

7. Action Items

b. Appointment to the General Employees' Pension Board of Trustees

Mr. Bonfield advised the Commission that Don Pellegrino was nominated by the other members of the Board but, as required by statute, needs approval of the Commission.

Commissioner Garnett spoke in favor of Mr. Pellegrino; Vice Mayor Parent felt that persons who wanted to be seated on a Board should make an appearance before the Commission.

Mayor Finnerty asked Mr. Bonfield, in the future, to recommend that prospective Board members appear before the Commission.

Commissioner Garnett made a motion to appoint Don Pellegrino to the General Employees' Pension Board of Trustees. Vice Mayor Parent seconded the motion and it was approved by unanimous roll call vote.

Mayor Finnerty called for a ten minute recess.

The Meeting resumed at 9:25 pm and Mayor Finnerty called upon Mr. Bonfield to continue with the agenda.

8. Items for Discussion

a. City Web Site

Commissioner Shavlan discussed the site and suggested that a picture of the Don CeSar be on the header along with a picture of the Community Center. He also feels that the type should be more traditional, easier to read, instead of cursive. Another thing he would like changed is the size of type on the horizontal navigation link.

There was discussion regarding hiring a technician to update the web site versus designing a new web site. Mr. Bonfield believes the cost of a technician to maintain the site would be approximately \$400-\$500 per month. At the request of the Commission, Mr. Bonfield will have someone at the next Commission Meeting to discuss changes to the web site.

b. Staff Recommendations on Quasi-judicial cases

Commissioner Shavlan stated that he would recommendations from staff made to the Commission for consideration. He would like to have the information and/or criteria used in making the recommendation.

Vice Mayor Parent stated that he does not want recommendations but would like more analysis. Mayor Finnerty feels that making recommendations is putting too much pressure on staff.

The Commission agreed that they do not want recommendations; Mr. Bonfield stated that they will go through the criteria and give more information from the application but they will not give a recommendation. He went on to say that the Commissioners should not talk to staff before the Meeting to get their *opinions* in a quasi-judicial matter.

9. City Manager, City Attorney & City Commission Reports

City Manager Mike Bonfield presented his report.

City Attorney Mike Davis had nothing to report.

Commissioner Garnett presented her report.

Commissioner Shavlan presented his report.

Commissioner Halpern presented his report.

Vice Mayor Parent presented his report.

Mayor Finnerty presented his report.

10. Adjournment

There being no further business to come before the Commission, the Meeting was adjourned.

Pamala Prell, City Clerk

Mike Finnerty, Mayor

Minutes approved on:_____

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorization for the City Manager to enter into an agreement with Hill York in an amount not to exceed \$275,000 to provide energy efficiency consulting for the design and implementation of an Energy Efficiency Program as required by the Florida Energy and Climate Commission Grant Agreement.

Date: December 14, 2010

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The City was recently awarded a \$250,000 grant through the Energy Efficiency & Community Reinvestment Program. This grant funding allows the City to hire an energy efficiency consultant, Hill York, to review the City's energy usage and recommend and install improvements to reduce energy costs. The City match is \$25,000. The total project cost budgeted is \$275,000.

Hill York will be providing design/build services under this agreement.

Requested Motion: "I move to authorize the City Manager to enter into an agreement with Hill York in an amount not to exceed \$275,000 to provide energy efficiency consulting for the design and implementation of an Energy Efficiency Program as required by the Florida Energy and Climate Commission Grant Agreement."

Attachments: Purchase Agreement

Reviewed by
City Manager: _____

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Design and Implementation of Energy Efficiency Program

THIS AGREEMENT is hereby executed this 14 day of December, 2010, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Hill York (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than April 30, 2012.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$275,000, as full consideration for the goods or services provided hereunder as per the terms of the EECBG Grant.

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

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

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

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

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

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

11. 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.

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

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

14. 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.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

Hill York
333 Falkenburg Rd. N. #A105
Tampa, FL 33619

As to City:

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

16. 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.

17. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

HILL YORK
Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY 

BY _____
CITY MANAGER

THOM BRAZEL, GM WEST COAST
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into an agreement with the State of Florida for grant assistance for the Implementation of an Energy Efficiency Program.

Date: December 14, 2010

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The City of St. Pete Beach has been awarded a grant through the State of Florida Energy and Climate Commission, under the American Recovery and Reinvestment Act, for the implementation of an energy efficiency program.

The grant funds cover the cost of the design-build services of Hill York. Hill York's proposal was accepted by the Commission, following the RFQ process in September 2010. State funds to be issued are \$250,000 with the City matching 10% of the Grant value, \$25,000.

Requested Motion: "I move to authorize the City Manager to enter into an agreement with the State of Florida for Grant Assistance for the Implementation of an Energy Efficiency Program."

Attachments: Florida Energy and Climate Commission Grant Agreement No. ARS039

Reviewed by
City Manager: _____

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

THIS AGREEMENT is entered into between the STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR (EOG), FLORIDA ENERGY AND CLIMATE COMMISSION whose address is 600 South Calhoun Street, Suite 251, Tallahassee, Florida 32399-0001 (hereinafter referred to as the "Commission") and the CITY OF ST. PETE BEACH, whose address is 155 Corey Ave, St. Pete Beach, FL (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide financial assistance for the Energy Efficiency and Community Reinvestment Program.

In consideration of the promises and mutual agreements contained herein, the Commission and the Grantee acknowledge and agree as follows:

1. The United States Department of Energy (USDOE) awarded funding to the Commission pursuant to USDOE through American Recovery and Reinvestment Act (ARRA) Grant Agreement No. **DE-EE0000241**. The Grantee shall be a sub-grantee of federal financial assistance from USDOE. The Grantee is responsible for complying with the appropriate state and federal guidelines in the performance of its activities pursuant to this Agreement.
2. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, its attachments and exhibits named and incorporated by reference. For purposes of this Agreement the terms "Grantee" and "Recipient" are used interchangeably.
3. This Agreement shall begin upon execution by both parties and end no later than April 30, 2012, inclusive. If allowed by USDOE, this Agreement shall be effective upon execution for purposes of reimbursement of allowable costs resulting from obligations incurred and meeting the cost share or match requirements as described in Attachment A, Grant Work Plan. Profit to the Grantee, or any of its subgrantees, is prohibited by 10 Code of Federal Regulations (CFR) Part 600. This Agreement may be amended to revise Attachment A, Grant Work Plan, if additional funding is made available by the USDOE and/or the Florida Legislature.
4.
 - A. The Grantee shall be eligible for reimbursement of allowable costs resulting from obligations incurred during the term of this Agreement. The Commission shall reimburse the Grantee for allowable costs on a not more frequently than monthly cost reimbursement basis in an amount not to exceed \$250,000 after receipt and approval by the Commission's Grant Manager of satisfactory reports and documentation as required in this Agreement. The parties agree that the Grantee is responsible for providing a minimum match of \$25,000 toward the project described in Attachment A, Grant Work Plan. All cost sharing or match shall meet any applicable federal requirements.
 - B. Prior written approval from the Commission's Grant Manager shall be required for changes between approved, funded budget categories up to 10% of the total, approved Grant funds. Approval of such changes will be contingent upon submission of a revised Project Budget. Budget category changes greater than 10%, the addition of previously unapproved or unfunded budget categories or the addition of previously unapproved or unfunded budget line-items, will require a formal written amendment to the Agreement. The Commission agrees to review a request by the Grantee to modify Attachment A, Grant Work Plan, should the Grantee find, after receipt of competitive bids, that the project described in Attachment A, Grant Work Plan, cannot be accomplished for the current estimated project cost. If the Commission agrees to a modification of Attachment A, Grant Work Plan, it may be modified not to exceed the awarded funding identified

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GRANT AGREEMENT NO. ARS039

above. Any such modification would be by formal written amendment, in accordance with Section 37. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A, Grant Work Plan, or the available project funding.

- C. All reimbursement requests under this Agreement shall be submitted using the Attachment B, Payment Request Summary Form, format in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall submit a properly completed Attachment B, Payment Request Summary Form, with supporting documentation of allowable costs, including for the final reimbursement request, as described below in paragraph 4.D. Ten percent of each approved reimbursement request shall be retained by the Commission pending Grantee's compliance with Section 8.
 - D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of State and federal funds. The State of Florida guidelines for allowable costs include, but are not limited, to the Florida Department of Financial Services' Reference Guide for State Expenditures located at <http://www.myfloridacfo.com>. Federal program guidelines for allowable costs and related topics are listed in Attachment E, Federal Regulations and Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions. The Grantee must provide a detailed listing of expenditures made under this Agreement as support for the Payment Request Summary Form. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, check or voucher number, amount paid and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements including mandated forms required by Section 112.061, Florida Statutes.
 - E. In addition to the requirements contained in paragraphs 4.C & D above, the Commission may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State of Florida guidelines. When requested, this information must be provided within 30 calendar days of such request.
- 5. The Commission's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and the availability of federal funding for the specific purpose of funding the Commission's obligations under this Agreement. In the event of a State revenue shortfall, withdrawal of State budget authorization and/or rescission of federal funding, the total funding may be reduced accordingly. The Commission, in accordance with direction from the Governor and/or the Florida Legislature, shall be the final determiner of the availability of any funds.
 - 6. The Grantee shall submit, using Attachment C, Monthly Progress Report, monthly updates. to describe the project progress, work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Attachment B, Payment Request Summary Form may not be submitted more frequently than on a monthly basis and must be accompanied by an Attachment C, Monthly Progress Report, for the corresponding month. Attachment C, Monthly Progress Reports shall be submitted to the Commission no later than three calendar days following the completion of the monthly reporting period. The Commission's Grant Manager may request additional information if the Commission's Grant Manager determines it is necessary. The Commission's Grant Manager shall have ten calendar days to review deliverables and payment requests submitted by the Grantee.
 - 7. The Grantee shall submit an Annual Report 15 calendar days after the end of the first year of the project, if the term of the project exceeds one year. The Annual Report shall provide a narrative detailing and evaluating the accomplishments and impact of the project in the prior twelve months. The Annual Report shall follow the format described in Attachment K, Annual Report.
 - 8. The Grantee shall also submit a Final Report 15 calendar days prior to the expiration date of the Agreement. The Final Report will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly

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GRANT AGREEMENT NO. ARS039**

attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature. Pursuant to paragraph 4.C, 10% of the total Agreement amount identified in paragraph 4.A will be withheld until receipt and approval of the Final Report.

9. Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
10.
 - A. Commission staff will perform compliance monitoring during the term of the Agreement, in addition to the review of Monthly Progress Reports, but not less than once a year, to ensure Agreement compliance. Monitoring shall include, but not be limited to, periodic review of compliance with Agreement service delivery, as described in Attachment A, Grant Work Plan as documented in Attachment C, Monthly Progress Reports and also which includes a review of all Agreement requirements including the Attachments. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced compliance monitoring visits at any site where services are delivered pursuant to this Agreement.
 - B. For each on-site compliance monitoring visit, Commission staff will provide an oral exit interview and a written monitoring report to the Grantee.
 - C. If issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) may be required of the Grantee. If required, the CAP shall be submitted to the Commission's Grant Manager within ten calendar days of receipt of the monitoring report. If a CAP is required of the Grantee, failure to correct deficiencies after thirty calendar days from the date-of-receipt of a written monitoring report notating the deficiencies may result in a determination of breach of Agreement and termination of services. If a CAP is not required of the Grantee, the Commission may proceed under Section 11 and/or Section 14.
11. The Commission may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Commission shall provide 30 calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Commission regarding the reason(s) for termination. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
12. The Commission may terminate this Agreement for convenience by providing the Grantee with 30 calendar days written notice. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
13. This Agreement may be unilaterally terminated by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a), Article I of the Florida Constitution and Chapter 119, Florida Statutes. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
14. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Commission may take one or more of the following actions, as appropriate for the circumstances.

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GRANT AGREEMENT NO. ARS039**

- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - B. Disallow (that is deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.
 - E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Commission expressly authorizes them in the notice of suspension or termination.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.
15. A. In accordance with Presidential Executive Order 12549, Debarment and Suspension (10 CFR Part 606, later moved to 2 CFR Part 901), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOE to the Commission.
- B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions.
- C. As required by paragraphs A and B above, the Grantee shall include the language of this Section and Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions, in all subcontracts and sub-grants or lower tier agreements executed to support the Grantee's work under this Agreement.
16. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, USDOE or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
17. A. The Grantee shall retain and maintain all records referenced in Section 16 and make such records available for an audit as may be requested. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to, vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.
- B. The Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Attachment D, Special Audit Requirements as applicable.
- C. The Grantee shall include the audit and record keeping requirements described above and in Attachment D, Special Audit Requirements, in all subcontracts and assignments with sub-

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grantees of funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Section 215.97(2)(x), Florida Statutes.

- D. The Grantee must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the Commission within 30 calendar days of its receipt. The Grantee should confer with its chief financial officer, audit director or contact the Commission for assistance with questions pertaining to the applicability of these requirements.
- 18.
- A. The Grantee may subcontract work under this Agreement upon the condition that each Attachment C, Monthly Progress Report, contains a current list of subcontractors, the amount of each subcontract and a short description of work to be performed by that subcontractor. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs and activities under this Agreement whether directly performed or by subcontract.
 - B. The Grantee shall not enter into subcontracts in which the Commission or USDOE could be held liable to a subcontractor for any expenses or liabilities. The Grantee shall defend and hold the Commission and USDOE harmless of any liabilities, as applicable by Florida laws, incurred under any of the subcontracts entered into by the Grantee. The Grantee shall be liable for all work performed and all expenses incurred as a result of any subcontract.
 - C. The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors or sub-vendors under this Agreement. The Grantee shall report to the Commission in each, Attachment C, Monthly Progress Report, its expenditures with minority, woman and service-disabled veteran-owned businesses. The directory of State of Florida certified minority, woman and service-disabled veteran-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Attachment C, Monthly Progress Report, shall contain the names and addresses of the minority, woman and service-disabled veteran-owned businesses; the aggregate dollar figure disbursed that month for each business; the time period; type of goods or services and whether the business is minority, woman or service-disabled veteran-owned. If no expenditures were made to minority, woman and service-disabled veteran-owned businesses, the Grantee shall state "None" on that portion of the Attachment C, Monthly Progress Report.
19. The Grantee agrees to permanently refrain from using or mentioning its association with the Commission in advertisements, letterhead, business cards, etc. The Grantee's project with the Commission may be generally stated and described in the Grantee's professional resume. The Grantee may not give the impression in any event or manner, that the Commission endorses or recommends the Grantee.
- 20.
- A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Attachment I, Standard Form-LLL, Disclosure of Lobbying Activities, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [10 CFR Part 601]
 - B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a State agency.

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- C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
21. The Grantee shall comply with all applicable federal, state and local rules and regulations. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
22. The Grantee agrees to comply with, and include as appropriate in subcontracts, the applicable regulations listed in Attachment E, Federal Regulations, and the provisions contained in Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions.
23. The Commission's Grant Manager for this Agreement is identified below.

Commission Grant Manager: Matthew J. Stamatoff	
Florida Energy and Climate Commission	
Executive Office of the Governor	
600 South Calhoun Street, Suite 251	
Tallahassee, FL 32399-0001	
Telephone No.:	850-487-3800
Fax No.:	850-922-9701
E-mail Address:	Matthew.Stamatoff@eog.myflorida.com

24. The Grantee's Representative for this Agreement is identified below.

Dan O' Connor	
Administrative Services Supervisor	
City of St. Pete Beach	
155 Corey Ave	
St. Pete Beach, FL 33706-1839	
Telephone No.:	(727) 363-9250
Fax No.:	(727) 367-9243
E-mail Address:	d.oconnor@stpetebeach.org
Grantee D-U-N-S :	025164955
Grantee CCR Registration Expiration Date:	1/1/2011

25. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. The Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected if any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes.
26. Documentation of all insurance coverage(s) required below, shall be submitted by the Grantee to the Commission. Upon expiration of documented proof of insurance coverage, the Grantee shall submit proof

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of continued insurance coverage to the Commission within 30 calendar days of insurance coverage expiration.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

27. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
28. Upon satisfactory completion of this Agreement, with Commission approval, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment J, Property Reporting Form, and submit it to the Commission as an attachment to the Attachment B, Payment Request Summary Form, in which these costs are documented for reimbursement or match. The following terms shall apply:
 - A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Commission.
 - D. All purchase and disposition of equipment shall be in accordance with 10 CFR Part 600.
29. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
30.
 - A. No person on the grounds of race, creed, color, national origin, age, sex or disability shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
 - B. The Grantee agrees to comply with 10 CFR Part 1040 "Nondiscrimination in Federally Assisted Programs."
 - C. The Grantee affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Grantee been placed on the Discriminatory Vendor List. The Grantee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
 - D. The Grantee affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Grantee been convicted of a Public Entity Crime. The Grantee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Grantee shall insert a provision in accordance with this paragraph in all subcontracts for services in relation to this Agreement.
31. Land acquisition is not authorized under the terms of this Agreement.

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32. A. If the Grantee brings to the performance of this Agreement pre-existing intellectual property, the Grantee shall retain all rights and entitlements to that pre-existing intellectual property.
- B. All patent rights, copyrights, and data rights must be in accordance with 10 CFR Part 600 as referenced in Attachment H, Intellectual Property Provisions.
- C. If, during the course of the Agreement, the Grantee modifies a pre-existing invention to the point where it is a new invention, patentable in its own right, or if any discovery or subject invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Grantee shall retain the entire right, title, and interest to each discovery or subject invention, subject to the provisions of this Section. With respect to any subject invention in which the Grantee retains title, the Commission shall have a royalty-free, nonexclusive, transferable, irrevocable, paid up license to practice or have practiced for, or on behalf of, the Commission or the State of Florida the subject invention and sublicense the same.
- D. In the event that any books, manuals, films, software, databases, or other copyrightable material are produced, which are intended to be made available to the public, the Grantee shall notify the Commission. The Commission shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do the same. The Grantee hereby grants the Commission full authority and right to modify or create derivative works of, or allow others to modify or create derivative works on behalf of the Commission, any publications first produced under this Agreement. Any content submitted to the Commission which is asserted to be exempt under Florida's Public Records Act, Chapter 119, Florida Statutes, shall be clearly marked "business proprietary", "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing. Failure to identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret.
- E. The terms and conditions specified in Section 32 shall also apply to any subcontracts made under this Agreement. The Grantee shall be responsible for informing the subcontractor of the provisions of this Section and obtaining disclosures.
33. The Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. USDOE requires an acknowledgement of Federal support. A disclaimer must appear in the publication of any material, copyrighted or not, which was based on or developed under this Agreement, as follows:

Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy and the Florida Energy and Climate Commission under Award Number **DE-EE0000241**"

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, nor any of their contractors, subcontractors or their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or any third party's use or the results of such use of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof or its contractors or subcontractors. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

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34. The Grantee is permitted to develop software or databases under the terms and conditions of this Agreement, including Section 32.
35. The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them.
36. This Agreement is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon, County, Florida, applying Florida Law.
37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties and attached to the original of this Agreement, unless otherwise provided herein.
38. The following Attachments are incorporated into this Agreement:

Attachment	A	Grant Work Plan
Attachment	B	Payment Request Summary Form
Attachment	C	Monthly Progress Report
Attachment	D	Special Audit Requirements
Attachment	E	Federal Regulations
Attachment	F	Federal Funding Grantee, Sub-grantee and Contractor Provisions
Attachment	G	Debarment and Suspension Form
Attachment	H	Intellectual Property Provisions
Attachment	I	Disclosure of Lobbying Activities
Attachment	J	Property Reporting Form
Attachment	K	Annual Report

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF ST. PETE BEACH

STATE OF FLORIDA, EXECUTIVE OFFICE OF
THE GOVERNOR, Florida Energy and Climate Commission

By: _____
Michael P. Bonfield
City Manager

By: _____
Alexander Mack
Program Administrator

Date: _____

Date: _____

**ATTACHMENT A
GRANT WORK PLAN

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

A. PROJECT TITLE: Energy Efficiency and Community Reinvestment Program

B. PROJECT LOCATION: City of St. Pete Beach, Florida

C. PROJECT BACKGROUND: The grant project has five major components: 1) the development of a comprehensive energy efficiency strategy for the top six energy users among St. Pete Beach public facilities; 2) installation of a solar thermal hot water system a police or fire station; 3) installation of heating, ventilation, and air conditioning (HVAC) controls, with internet capabilities and remote programming, at six St. Pete Beach public facilities; 4) replacement of three HVAC units with high efficiency HVAC units; 5) installation of high efficiency lighting fixtures.

D. PROJECT OBJECTIVES:

- **Objective 1:** Electric Cost Savings of \$23,000 the 1st year and cumulatively savings of \$274,000 from 2011-2020;
- **Objective 2:** Create/save three full-time jobs;
- **Objective 3:** Reduce energy consumption by 4,683 Btu (millions) annually;
- **Objective 4:** Reduce green house gas (GHG) emissions by 82 metric tons in year 1 of project and reduce GHG emissions by 820 metric tons from 2011-2020.

E. PROJECT DESCRIPTION:

Task 1: Onsite facility evaluations and development of energy efficiency study

- 1.1 Perform a detailed utility bill audit of top six energy consuming facilities as ranked by annual utility consumption and provide documentation that accomplishes the following:
 - 1.1.1. Quantifies the energy use index (EUI) of the given facility as measured by BTUs/ft²
 - 1.1.2. Quantifies the Energy Star Performance rating (as applicable) of the facility by use of Energy Star's Portfolio Manager.
 - 1.1.3. Recommend and justify energy savings measures that are in accordance with the State Energy Program (SEP), quantifying projected energy savings and reduction in greenhouse gas emissions.

Task 2: Retrofit of Existing Buildings (Implementation of Energy Efficiency Strategy) – Based upon the results of the Task 2, implement energy savings measures within the bounds of the approved eligible activities to include:

- 2.1 Solar Thermal Domestic Hot Water Heating System – Police or Fire Station
 - 2.1.1 Perform load analysis of hot water loads for police or fire station.

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- 2.1.2 Calculate energy savings attributed to offset electrical loads given solar thermal installation
- 2.1.3 Design solar thermal heating hot water system to augment calculated load.
- 2.1.4 Create design engineering drawings for project implementation.
- 2.1.5 Purchase and install solar thermal heating hot water system per design/build specifications.

- 2.2 Networked Building Automation System
 - 2.2.1 Evaluate existing control systems for top six energy consuming facilities as ranked by annual utility consumption. Validate system functionality.
 - 2.2.2 Evaluate availability of network communication for web-enabled systems.
 - 2.2.3 Identify which controls systems are functional and can be expanded to include energy efficient strategies including demand control ventilation, temperature reset, etc.
 - 2.2.4 Generate an energy efficient sequence of operation for the controls systems, upgraded and new.
 - 2.2.5 Purchase, install and/or reconfigure controls systems per energy efficient sequence of operations.

- 2.3 High Efficiency HVAC Retrofits
 - 2.3.1 Evaluate existing HVAC systems at city facilities and determine operating efficiency per age and manufacturer.
 - 2.3.2 Rank evaluated systems based on age, energy efficiency, condition, and life expectancy.
 - 2.3.3 Select systems for replacement based on most energy savings delivered versus existing system.
 - 2.3.4 Create design engineering drawings for project implementation as required (like for like replacement of certain systems will not require stamped engineered drawings.)
 - 2.3.5 Purchase and install high efficiency HVAC systems per design/build specifications.

- 2.4 High Efficiency Lighting Retrofits
 - 2.4.1 Evaluate existing lighting systems for top six energy consuming facilities as ranked by annual utility consumption systems at city facilities and determine operating efficiency of existing lighting systems. System review shall include but not be limited to task lighting, high bay fixtures, exterior lighting systems, and exit signs.
 - 2.4.2 Select systems for replacement based on energy savings delivered and improved operational efficiency.
 - 2.4.3 Purchase and install high efficiency lighting systems based upon energy evaluation.

F. PROJECT DELIVERABLES/OUTPUTS:

The table below identifies the month of the project each task will start and be accomplished.

No.	Task/Activity Description	Deliverables/ Outputs	Start Month	Deadline Month
1	Conduct onsite facility evaluations and develop energy efficiency study	Submit a report detailing findings of energy efficiency study. Provide proposals for implementation of various energy efficient measures accompanied by cost and savings justifications. Provide copies of approved negotiated contracts for implementation of energy efficient measures.	2	3
2	Retrofit existing buildings through the implementation of an energy efficiency strategy	The deliverables of this task shall be implementation of the energy efficiency project by the energy services contractor (ie installing controls, high efficiency lighting, etc.). Once implementation is complete, energy services contractor will	3	8

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		work with City to finalize grant closeout documentation.		
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G. PROJECT BUDGET:

The budget below summarizes the project by Funding Category. All dollar amounts are rounded to the nearest whole dollar value.

Funding Category	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries			
2. Fringe Benefits			
3. Travel (if authorized)			
4. Supplies/Other Expenses			
5. Equipment			
6. Contractual Services	\$250,000.00	\$25,000	City of St. Pete Beach
7. Indirect (if authorized)			
Total Project Budget			
Total Project Cost	\$275,000.00	= Grants Funds + Cost Share	
Cost Share Percentage	10.0%	= Cost Share / Total Project Cost	

H. TOTAL BUDGET BY TASK:

The project budget below summarizes the project by Project Task. Project Tasks correspond to the “Project Description” section. All dollar amounts are rounded to the nearest whole dollar value.

Project Task		Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
			Matching Funds	Source
1	Selection of best qualified Energy Services Contractor	\$0.00	n/a	n/a
2	Onsite facility evaluations and development of energy efficiency study	\$12,000.00	n/a	n/a
3	Retrofit of Existing Buildings (Implementation of Energy Efficiency Strategy	\$238,000.00	\$25,000.00	City of St. Pete Beach
Totals:		\$250,000.00	\$25,000.00	
Total Project Cost:		\$275,000.00	= Grant Funds + Cost Share	

ATTACHMENT A GRANT WORK PLAN

I. BUDGET DETAIL:

Using the definitions provided below, the detailed, line-item budget clarifies the Budget Summary shown in Section G. Budget Category Sub-Totals have been rounded to the nearest whole dollar value. Up to 10% of grant funds may be used for administrative costs, excluding the cost of meeting reporting requirements of the program.

Administrative costs are defined as: allowable, reasonable, and allocable Direct and Indirect costs related to overall management of the awarded grant (including travel). For each budget line-item, the appropriate column identifies if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. A description of what is required for each budget category is as follows:

1. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine month academic salaries by 1560 hours, to find the hourly rate.
2. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
3. Travel - List trips by their purpose and/or destination. Indicate the number of days for each trip. The Commission will only reimburse for travel at the appropriate State of Florida rate (Section 112.061, Florida Statutes), using the forms referenced in Attachment B, Payment Request Summary Form. Be prepared to provide the Commission with details on costs utilized to calculate the "Amount Budgeted" for each trip.
4. Supplies & Other Expenses - List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. For Match only, list costs related to donated real property such as land (not to exceed the fair market value of the property).
5. Equipment - List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
6. Contractual Services - Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.
7. Indirect Costs/Rate - Indirect Costs are not authorized.
8. Total Budget Category - Show the total of all line-items within a Budget Category.
9. Total Budget - Show the total of all categories.

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1. Salaries								
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/wk. or % FTE	=	Total Gross Salary (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N
	\$	*		=	\$			
	\$	*		=	\$			
	\$	*		=	\$			
	\$	*		=	\$			
Sub-Totals for Salaries Category					\$ n/a			

2. Fringe Benefits									
Name of Employee	Amount Gross Salary (\$)	Approved % per Work Plan or enter "N/A" & provide break- out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Total Fringe Benefits (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$		\$	\$	\$	\$			
	\$		\$	\$	\$	\$			
Sub-Total of Fringe Benefits Category						\$ n/a			

3. Travel * Cannot exceed cost limitations required by Section 112.061, Florida Statutes							
Name of Employee	Destination	Period of Trip (# of days)	Purpose of Trip	Amount Budgeted	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
				\$			
				\$			
				\$			
				\$			
Sub-Total of Travel Category				\$ n/a			

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GRANT WORK PLAN**

4. Supplies - Other Expenses								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$	*		=				
	\$	*		=				
	\$	*		=				
	\$	*		=				
Sub-Total of Supplies - Other Expenses Category					\$ n/a			

5. Equipment								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$	*		=				
	\$	*		=				
	\$	*		=				
	\$	*		=				
Sub-Total of Equipment Category					\$ n/a			

6. Contractual Services									
Name of Vendor	Description	Fee/Rate (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Hill York	Design & Implementation of Energy Conservation Program	\$250,000.00	*	1	=	\$250,000.00	G		
Hill York	Design & Implementation of Energy Conservation Program	\$25,000.00	*	1	=	\$25,000.00	M		

**ATTACHMENT A
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			*		=				
Sub-Total of Contractual Services Category						\$ 275,000.00			

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7. Indirect Cost (if approved)									
Budget Category included in Base of Indirect Cost Calculations	Total Direct Costs for Budget Category	*	Approved Indirect Cost Rate (%) from Grant Work Plan	=	Total Indirect Cost for Budget Category (\$)	=	Total Indirect Costs for Grant	+	Total Indirect Costs for Match
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
Sub-Total of Indirect Costs Category					\$ n/a	=	\$	+	\$

8. Total Project Budget					
Budget Category	Total Costs for Budget Category	=	Total Grant Costs	+	Total Match Costs
Salaries					
Fringe Benefits					
Travel (if authorized)					
Supplies/Other Expenses					
Equipment					
Contractual Services	\$275,000.00	=	\$250,000.00	+	\$25,000.00
Indirect (if authorized)					
Total Project Budget	\$275,000.00	=	\$250,000.00	+	\$25,000.00

J. MEASURES OF SUCCESS: In the Final Report, the Grantee shall address how the project objectives were accomplished.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

Grantee: _____

Mailing Address: _____

Grant Agreement No.: _____

Date Of Request: _____

Amount Requested: \$ _____

Grantee's Representative: _____

Reimbursement Request No.: _____

**Reimbursement
Period:** _____ **to** _____

**Percent Matching
Required:** _____

PROJECT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
1. Salaries	\$	\$	\$	\$
2. Fringe Benefits	\$	\$	\$	\$
3. Travel (if authorized)	\$	\$	\$	\$
4. Supplies/Other Expenses	\$	\$	\$	\$
5. Equipment	\$	\$	\$	\$
6. Contractual Services	\$	\$	\$	\$
7. Indirect Costs (if authorized)	\$	\$	\$	\$
TOTAL AMOUNT EXPENDED	\$	\$	\$	\$
Less Retainage* (10% of TOTAL AMOUNT EXPENDED)	\$	\$		
TOTAL AMOUNT TO BE REIMBURSED	\$	\$		
AGREEMENT AMOUNT	\$		\$	
Less TOTAL AMOUNT EXPENDED:	\$		\$	
TOTAL AVAILABLE BALANCE	\$		\$	

** The cumulative Retainage amount shall be reimbursed on the Final Reimbursement Request, upon approval of the Final Report by the Commission's Grant Manager.*

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above is for items that were charged to and utilized only for the above cited grant activities.

Grantee's Representative's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

**GRANT REIMBURSEMENT DETAIL
GRANT FUNDING**

1. Salaries									
Employee Name	Paycheck #	Gross Paycheck Amount (\$)	Hourly Rate (\$/hrs)	Hours Worked	Type of Work Performed and Date of Services	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Salaries:		\$ -							
2. Fringe Benefits									
Name of Employee	Amount of Gross Salary (\$)	Approved Rate (%) of Fringe Benefits per Work Plan or enter "N/A" & provide break out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Amount requested (\$)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$								
Sub-Total of Fringe Benefits:									
3. Travel									
Name of Employee Traveling	Destination	Dates of Trip	Amount Paid (\$)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Travel:			\$						
4. Supplies-Other Expenses									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Supplies-Other Expenses :		\$ -							

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GRANT REIMBURSEMENT DOCUMENTATION DETAIL (continued)

5. Equipment									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Dates Received	Property Form Attached? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Expenses:		\$ -							
6. Contractual Services									
Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Dates Received	Listed on Progress Report? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Contractual:		\$ -							
7. Indirect Costs, if allowable			Total Grant Reimbursement Summary						
Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented (\$)	<i>Note: Information provided on the Grant Reimbursement Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.</i>						
			Total Grant Funds Requested : \$						
Sub-Total of Indirect Costs:		\$ -							

**FLORIDA ENERGY AND CLIMATE COMMISSION
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1. Salaries									
Employee Name	Paycheck #	Gross Paycheck Amount (\$)	Hourly Rate (\$/hrs)	Hours Worked	Type of Work Performed and Date of Services	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Salaries:		\$ -							
2. Fringe Benefits									
Name of Employee	Amount of Gross Salary (\$)	Approved Rate (%) of Fringe Benefits per Work Plan or enter "N/A" & provide break out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Amount documented (\$)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
	\$		\$	\$	\$	\$			
	\$								
Sub-Total of Fringe Benefits:									
3. Travel									
Name of Employee Traveling	Destination	Dates of Trip	Amount Paid (\$)	Copies of all receipts attached? (Y/N)	Purpose of Trip	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Travel:				\$					
4. Supplies-Other Expenses									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Date Received	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
Sub-Total of Supplies-Other Expenses :		\$ -							

**FLORIDA ENERGY AND CLIMATE COMMISSION
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MATCH DOCUMENTATION DETAIL (continued)

5. Equipment									
Name of Vendor from which goods were purchased	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Goods Purchased and Date Received	Property Form Attached? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Expenses:		\$ -							
6. Contractual Services									
Name of Vendor Performing Contractual Services	Vendor's Invoice #	Amount Paid (\$)	Grantee Check #	Grantee Check Date	Description of Contractual Services and Date Received	Listed on Progress Report? (Y/N)	Grant = G or Match = M	Direct Costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Sub-Total of Contractual:		\$ -							
7. Indirect Costs, if allowable			Total Match Documentation Summary						
Direct Costs Sub-Total to calculate Indirect Costs on this Invoice	Approved Indirect Cost Rate (%)	Amount documented (\$)	<i>Note: Information provided on the Match Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation.</i>						
			Total Match documented : \$						
Sub-Total of Indirect Costs:		\$ -							

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039
INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the Grantee's agency, as reflected on your Grant Agreement.

MAILING ADDRESS: Enter the reimbursement mailing address.

GRANT AGREEMENT NO.: This is the six-digit number on your Grant Agreement.

DATE OF REQUEST: This is the date the Grantee is submitting the request for reimbursement.

AMOUNT REQUESTED: This is the amount on the "*TOTAL AMOUNT TO BE REIMBURSED*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S REPRESENTATIVE: This is the person identified as Grantee's Representative in the Grant Agreement.

REIMBURSEMENT REQUEST NO.: This is the number of the reimbursement request, not the month number. The first reimbursement request submitted shall be number 1 and subsequent reimbursement requests shall be numbered in ascending numerical order.

REIMBURSEMENT PERIOD: This is the beginning date (dd/mm/yyyy) and ending date (dd/mm/yyyy) of the reimbursement period.

PERCENT MATCHING REQUIRED: Enter the Match requirement here, as reflected on the approved Attachment A, Grant Work Plan.

PROJECT EXPENDITURES SUMMARY SECTION

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount paid during the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. All costs included in the reimbursement request must agree with the approved Project Budget in the current Attachment A, Grant Work Plan of your Grant Agreement. Do not request reimbursement for costs that do not have an associated, approved, funded budget category or approved, funded budget line-item in the current Project Budget. Do not claim items that are not specifically identified in the current Budget Detail as reflected in Section I of the current Attachment A, Grant Work Plan.

- Enter the column total on the "*TOTAL AMOUNT EXPENDED*" line. The figures reflected for each approved budget category must correspond with the budget category amount reflected on the associated Grant Reimbursement Detail Form.
- For the "Less Retainage" line, calculate 10% of the "*TOTAL AMOUNT EXPENDED*" for this reimbursement request; this figure must be shown in brackets (e.g. <\$X,XXX.XX>) to reflect that the amount will be deducted from the "*TOTAL AMOUNT EXPENDED*".
- For the "*TOTAL AMOUNT TO BE REIMBURSED*" line, deduct the "Less Retainage" amount from the "*TOTAL AMOUNT EXPENDED*".
- For the "AGREEMENT AMOUNT", enter the total amount of the Grant Agreement. For the "Less TOTAL AMOUNT EXPENDED" line, enter the total amount expended as reflected on this reimbursement request **and** all previous reimbursement requests.
- For the "*TOTAL AVAILABLE BALANCE*" line, deduct the "*Less TOTAL AMOUNT EXPENDED*" amount from the "AGREEMENT AMOUNT".
- For only the Final Reimbursement Request, the Grantee may request reimbursement of all previously deducted Retainage on the condition that the Final Report for the project has been submitted and approved by the Commission's Grant Manager. To request reimbursement of Retainage, reflect the cumulative amount of Retainage as a positive figure (no brackets) in the "Less Retainage" line and add it to the "*TOTAL AMOUNT EXPENDED*" to reflect the final "*TOTAL AMOUNT TO BE REIMBURSED*" amount.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts previously submitted for reimbursement to date for each approved, funded budget category. Provide accurate costs and do not round figures to the nearest whole dollar value.

- On the "Less Retainage" line, enter the total cumulative amount of Retainage deducted from all reimbursement requests.
- On the "*TOTAL AMOUNT TO BE REIMBURSED*" line, deduct the cumulative "Less Retainage" amount from the cumulative "*TOTAL AMOUNT EXPENDED*".
- The Final Reimbursement Request must show the total of all reimbursements; first through the final reimbursement (this amount cannot exceed the approved, funded budget amount for each budget category). Enter the column total on the "TOTALS" line.

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“MATCHING FUNDS” COLUMN: Enter the amount documented as Match for the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. This needs to be shown under specific budget categories according to the currently approved Attachment A, Grant Work Plan.

- Enter the total for all budget categories on the “*TOTAL AMOUNT EXPENDED*” line for this column.
- Enter the total Match budget amount on the “*AGREEMENT AMOUNT*” line for this column. This amount must correspond with the minimum Match amount specified in Section 4.A of the Grant Agreement and as reflected on the currently approved Attachment A, Grant Work Plan.
- Enter the total cumulative amount of this and any previous Match documented on the “*LESS TOTAL AMOUNT EXPENDED*” line for this column.
- Deduct the “*LESS TOTAL AMOUNT EXPENDED*” from the “*AGREEMENT AMOUNT*” for the amount to enter on the “*TOTAL AVAILABLE BALANCE*” line.

“TOTAL CUMULATIVE MATCHING FUNDS” COLUMN: Enter the cumulative amount documented to date for Match by budget category. Enter the total of all budget categories on the line titled “*TOTAL AMOUNT EXPENDED*.” The Final Reimbursement Request must reflect the total of all documented Match, beginning with the first Match documentation through the final Match documentation, etc.

The proportion of cumulative Matching funds as of the final Match documentation must equate to the Cost Share Percentage as reflected on the current, approved Attachment A, Grant Work Plan of the Grant Agreement. If insufficient “*TOTAL CUMULATIVE MATCHING FUNDS*” are submitted, the Final Reimbursement Request of grant funds shall be reduced to ensure that the Cost Share Percentage

GRANTEE CERTIFICATION: The Payment Request Summary Form must be signed by both the Grantee’s Representative as identified in the Grant Agreement and the Grantee’s Fiscal Agent to be approved for reimbursement.

NOTE: If requesting reimbursement for travel, you must include copies of all travel receipts and a copy of the Commission’s properly completed travel reimbursement form (in the format approved by the Department of Financial Services, Chief Financial Officer) that has been signed by both the traveler and the traveler’s supervisor.

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INSTRUCTIONS FOR COMPLETING
GRANT REIMBURSEMENT DETAIL and
MATCH DOCUMENTATION DETAIL

Provide a detailed, line-item description using the worksheet provided for each Budget Category of funds Grantee is requesting for reimbursement or documentation of Match. Costs listed on the Grant Reimbursement Detail must reflect information on supporting documentation, must correspond with the approved Project Budget, the Payment Request Summary Form – Project Expenditures Summary Section and accompanying supporting documentation. The description of each line-item must include the month and year that the item was received; this month and year must fall within the Reimbursement Period. Any line-item with a corresponding month and year prior to the Reimbursement Period must be accompanied by a statement that this cost was not included in a prior Reimbursement Request. For each budget line-item, identify if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved), and 3) whether the cost is Administrative in nature. Provide accurate costs and do not round the amounts to the nearest whole dollar value.

Supporting documentation for each amount for which reimbursement is being requested must: 1) list the item that has been paid for, 2) be submitted in the order in which items are shown on the Grant Reimbursement Detail and the Match Documentation Detail and 3) be either highlighted or circled. Check numbers may be provided in lieu of copies of the actual checks. If an item was purchased with a credit card, reflect “paid by credit card” on Grant Reimbursement Detail or the Match Documentation Detail, in lieu of a check number and provide vendor receipt reflecting that the item was paid by credit card (this can be hand written) along with a copy of related credit card statement (credit card number and other confidential information may be blacked out). Each piece of documentation must clearly reflect the dates of service. Only expenditures for budget categories and budget line-items in the approved Project Budget will be reimbursed or documented as Match. Listed below are the types of documentation and examples of minimum requirements.

- (1) **Salaries:** A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the Grant Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, including submission of the claim on the approved state travel form that has been signed and dated by the traveler and the traveler’s supervisor and copies of all travel receipts must also be attached. For additional information on documentation of travel costs, contact the assigned Commission Grant Manager.
- (4) **Supplies - Other Expenses:** Reimbursement will be made based on paid invoices/receipts.
- (5) **Equipment:** Reimbursement will be made based on paid invoices/receipts. Attachment J, Property Reporting Form, must be properly completed, signed and attached to the Attachment B, Payment Request Summary Form for each item of equipment requested for reimbursement or match documentation.
- (6) **Contractual Services:** Reimbursement will be made based on paid invoices/receipts. Subcontractors must be listed on Attachment C, Monthly Progress Report, for the corresponding reimbursement period.
- (7) **Indirect Costs:** If the Grant Agreement allows recovery of Indirect Costs, the calculation of these costs must be based upon direct costs reflected in the corresponding reimbursement period, utilizing the Indirect Cost rate in the approved Project Budget.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039
ATTACHMENT C
MONTHLY PROGRESS REPORT**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARD**

Grant Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Monthly Reporting Period:			
Project Number and Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			

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D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Grant Budget Category	Total Grant Project Budget	Grant Expenditures Prior to this Reporting Period	Grant Expenditures this Reporting Period	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

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G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.

Match Budget Category	Total Match Project Budget	Match Expenditures Prior to this Reporting Period	Match Expenditures this Reporting Period	Match Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all match Budget Categories				

H. REPORTING

Activities:

[GRANT MANAGER NOTE: All of the tables below may not be required for this Agreement. Please choose the appropriate metric(s) for the funded activity and include only the appropriate tables for each Agreement on a project to project basis.]

	Building Retrofits
Number of Buildings Retrofitted	
Sq. Ft. Retrofitted	

	Building Energy Audits
Number of Audits Performed	
Floor Space Audited	
Auditor's Projection of Energy Saved	

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	Loans, Grants and Incentives
Number of Loans Given	
Monetary value of Loans Given	
Number of Grants Given	
Monetary value of Grants Given	

	Renewable Energy Market Development
Number of Solar Energy Systems Installed	
Total Capacity of Solar Energy Systems	
Number of Wind Energy Systems Installed	
Total Capacity of Wind Energy Systems	
Number of other Renewable Energy Systems Installed	
Total Capacity of other Renewable Energy Systems	

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	Transportation
Number of Alternative Fuel Vehicles Purchased	
Number of Vehicle Conversions to Alternative Energy	
Number of New Alternative Fueling Stations	
Number of Carpools and Vanpools Formed	
Number of Energy Efficient Traffic Signals Installed	
Number of Street Lane Miles for which Synchronized Traffic Signals were Installed	

	Workshops, Training and Education
Number of Workshops, Training and Education Sessions Held	
Number of People Attending Workshops, Training and Education Sessions	

	Jobs Created
Number of Direct Jobs Created	
Number of Indirect Jobs Created	
Actual Worker Head Count	
Number of FTE Job Equivalents	

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	Energy Savings		Renewable Energy Capacity and Generation
Reduction in Natural Gas Consumption (mmcf)		Amount of photovoltaic generating capacity installed (MW)	
Reduction in Electricity Consumption (MWh)		Amount of electricity generated from photovoltaic systems (MWh)	
Reduction in Electricity Demand (MW)		Amount of electric generating capacity from other renewable sources installed (MW)	
Reduction in Natural Gas Consumption (mmcf)		Amount of electricity generated from other renewable sources (MWh)	
Reduction in Fuel Oil Consumption (gallons)			
Reduction in Propane Consumption (gallons)			Emission Reductions
Reduction in Gasoline and Diesel Consumption (gallons)		Tons Carbon Emission Reduction (CO2 Equivalent)	
Amount of wind-powered electric generating capacity installed		Tons of Sulfur Dioxide Emission Reduction (CO2 Equivalent)	
Amount of electricity generated from wind systems (MWh)		Tons of Nitrogen Oxide Emission Reduction (CO2 Equivalent)	
		Tons of Carbon Monoxide Emission Reduction (CO2 Equivalent)	

I. SUBCONTRACTOR LIST

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The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

**If grantee does not have subcontractors, please state 'None' below*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran-owned businesses, please state 'None' below*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. ARS039 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

**ATTACHMENT D
SPECIAL AUDIT REQUIREMENTS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

The administration of resources awarded by the Florida Energy and Climate Commission (hereinafter referred to as the "Commission") to the recipient (hereinafter referred to as the "grantee" or "recipient"), may be subject to audits and/or monitoring by the Commission, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1. the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. The recipient must include the record keeping requirements found herein in subcontractor agreements entered into for work required under terms of this Agreement. In the executed subcontract, the recipient shall provide each subcontractor of state financial assistance the information needed by the subcontractor to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97, Florida Statutes, the recipient shall review and monitor subcontractor audit reports and perform other procedures as specified in the agreement with the subcontractor, which may include onsite visits. The recipient shall require subcontractors, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the Commission, the Chief Financial Officer, the Chief Inspector General and the Auditor General access to the subcontractor's records and independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.
5. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: The Florid Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, the State of Florida's website at <http://www.myflorida.com/>, the Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Florida Energy and Climate Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

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- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Florida Energy and Climate Commission at the following address:

Audit Director or Grant Manager
Florida Energy and Climate Commission
Executive Office of the Governor
600 South Calhoun Street, Suite 251
Tallahassee, FL 32399-0001

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow access to such records upon request by the Commission or its designee, Chief Financial Officer or Auditor General. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Commission.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039
EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
DE-EE0000241	U.S. Department of Energy	81.041	State Energy Program	\$250,000	140021-10

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

					Total Award	\$250,000	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

**ATTACHMENT E
FEDERAL REGULATIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

Formal regulations concerning administrative procedures for USDOE grants appear in Title 10 of the Code of Federal Regulations. Grant program administrative regulations appear in Part 600. Other USDOE regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
2 CFR 176	Award Terms for Assistance Agreements that include funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
2 CFR 901	Nonprocurement Debarment and Suspension
10 CFR 600	Financial Assistance Rules
10 CFR 601	New Restrictions on Lobbying
10 CFR 607	Government wide requirements for drug-free work place (financial assistance)
10 CFR 1039	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
10 CFR 1040	Nondiscrimination in Federally Assisted Programs or Activities
10 CFR 1041	Enforcement of Nondiscrimination on the basis of handicap in programs or activities conducted by USDOE
10 CFR 1042	Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance
Other Federal Regulations	
45 CFR Subtitle A – Appendix E to Part 74	Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals
48 CFR 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
Office of Management and Budget Circulars	
A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-102	Grants and Cooperative Agreements with State and Local Governments
A-110	Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

**ATTACHMENT F
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR
PROVISIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039

6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and

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Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**
 - a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

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b. The term “construction contract” as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
26. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
27. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

**ATTACHMENT G
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Recipient

Typed Name/Title

Recipient's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Florida Energy and Climate Commission (Commission) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Commission or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Commission or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

**ATTACHMENT H
Intellectual Property Provisions (NRD-1003)
Nonresearch and Development**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. USDOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) USDOE has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d)(1) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the USDOE shall request, and the Recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the USDOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

ATTACHMENT I
DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

[illegible]

FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
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**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

**ATTACHMENT J
PROPERTY REPORTING FORM
(For Property With Grantee/Recipient Assigned Property Control Numbers)**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

GRANTEE: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing \$1,000 or more, of property previously purchased under a Commission Grant Agreement (identify the property upgraded and the applicable Commission Agreement on a separate sheet). Complete the serial no./ cost, location/address and property control number columns of this form. The Grantee shall establish a unique identifier for tracking all personal property/equipment purchased under this Agreement and shall report the inventory of said property, on an annual basis, to the Commission's Grant Manager, by Grant Agreement number, no later than January 31st for each year this Agreement is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/RECIPIENT ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

Grantee/Recipient:	Grantee's/Recipient's Representative:	Date:
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BELOW FOR COMMISSION USE ONLY	
GRANT MANAGER:	MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/RECIPIENT'S INVOICE FOR PAYMENT.
Grant Manager Signature: _____	Date: _____

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

**ATTACHMENT K
ANNUAL REPORT**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARD**

Grant Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Annual Reporting Period:			
Project Number and Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			

**FLORIDA ENERGY AND CLIMATE COMMISSION
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D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

F. Provide a project Grant Budget update, comparing the Grant Project Budget to actual costs to date.

Grant Budget Category	Total Grant Project Budget	Grant Expenditures Prior to this Reporting Period	Grant Expenditures this Reporting Period	Grant Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all Grant Budget Categories				

**FLORIDA ENERGY AND CLIMATE COMMISSION
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G. Provide a project Match Budget update, comparing the Match Project Budget to actual costs to date.				
Match Budget Category	Total Match Project Budget	Match Expenditures Prior to this Reporting Period	Match Expenditures this Reporting Period	Match Project Funding Balance
1. Salaries				
2. Fringe Benefits				
3. Travel (if authorized)				
4. Supplies/Other Expenses				
5. Equipment				
6. Contractual Services				
7. Indirect Costs (if authorized)				
8. Total of all match Budget Categories				

H. REPORTING

Activities:

[GRANT MANAGER NOTE: All of the tables below may not be required for this Agreement. Please choose the appropriate metric(s) for the funded activity and include only the appropriate tables for each Agreement on a project to project basis.]

	Building Retrofits
Number of Buildings Retrofitted	
Sq. Ft. Retrofitted	

	Building Energy Audits
Number of Audits Performed	
Floor Space Audited	
Auditor's Projection of Energy Saved	

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	Loans, Grants and Incentives
Number of Loans Given	
Monetary value of Loans Given	
Number of Grants Given	
Monetary value of Grants Given	

	Renewable Energy Market Development
Number of Solar Energy Systems Installed	
Total Capacity of Solar Energy Systems	
Number of Wind Energy Systems Installed	
Total Capacity of Wind Energy Systems	
Number of other Renewable Energy Systems Installed	
Total Capacity of other Renewable Energy Systems	

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	Transportation
Number of Alternative Fuel Vehicles Purchased	
Number of Vehicle Conversions to Alternative Energy	
Number of New Alternative Fueling Stations	
Number of Carpools and Vanpools Formed	
Number of Energy Efficient Traffic Signals Installed	
Number of Street Lane Miles for which Synchronized Traffic Signals were Installed	

	Workshops, Training and Education
Number of Workshops, Training and Education Sessions Held	
Number of People Attending Workshops, Training and Education Sessions	

	Jobs Created
Number of Direct Jobs Created	
Number of Indirect Jobs Created	
Actual Worker Head Count	
Number of FTE Job Equivalents	

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	Energy Savings
Reduction in Natural Gas Consumption (mmcf)	
Reduction in Electricity Consumption (MWh)	
Reduction in Electricity Demand (MW)	
Reduction in Natural Gas Consumption (mmcf)	
Reduction in Fuel Oil Consumption (gallons)	
Reduction in Propane Consumption (gallons)	
Reduction in Gasoline and Diesel Consumption (gallons)	
Amount of wind-powered electric generating capacity installed	
Amount of electricity generated from wind systems (MWh)	

	Renewable Energy Capacity and Generation
Amount of photovoltaic generating capacity installed (MW)	
Amount of electricity generated from photovoltaic systems (MWh)	
Amount of electric generating capacity from other renewable sources installed (MW)	
Amount of electricity generated from other renewable sources (MWh)	

	Emission Reductions
Tons Carbon Emission Reduction (CO2 Equivalent)	
Tons of Sulfur Dioxide Emission Reduction (CO2 Equivalent)	
Tons of Nitrogen Oxide Emission Reduction (CO2 Equivalent)	
Tons of Carbon Monoxide Emission Reduction (CO2 Equivalent)	

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS039**

I. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

**If grantee does not have subcontractors, please state 'None' below*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. ARS039 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a purchase agreement with Sieg & Ambachtsheer for \$14,480 for additional bridge repairs on Vina Del Mar Bridge.

Date: 12/14/10

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The first purchase agreement for bridge repairs was approved in October. Sieg and Amachtsheer have since completed those repair items. At that time there were 3 items that were not included as a part of the original bid, but still needed repair as per the FDOT inspection report. Those items include repairs to bridge rail posts, repairs to a spalled bridge pile, and repairs to an abutment cap. These items were not included in the bid due to the complexity of the repairs and the variety of methods that could be used to correct the defect. More time was needed to evaluate those specific conditions and seek thorough pricing.

Pricing has been received for two of the items, along with additional items that have been found deficient upon staff inspection. Pricing is still needed on the pile jacket. FDOT listed only 3 bridge rail posts needing repair on the report. After further inspection, there are currently 27 rail posts that need repair. The condition of the abutment cap has remained the same. The items that are NOT listed on the FDOT inspection report but have developed and need repair include a spall in the Left Sidewalk, a spall in the SW sidewalk, and numerous new curb spalls. All spalls in the sidewalks, curbs, and posts are showing metal reinforcing. Any locations where metal reinforcing is exposed needs immediate attention as salt water will continue to corrode the metal at a fast rate.

Pricing for the additional items are as follows:

Repair 27 Bridge Rail Post Spalls - \$12,500

Repair Abutment Cap Spall - \$1000

Repair Left Sidewalk Spall - \$250

Repair SW Sidewalk Spall - \$400

Repair Curb Spalls - \$330

Comparative pricing was sought from other contractors for the FDOT inspection items. Funding for the project is available under the CIP.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with Sieg & Ambachtsheer for \$14,480 for additional bridge repairs on Vina Del Mar Bridge."

Attachments: Pricing Spreadsheet
Purchase Agreement

Reviewed by
City Manager: _____



Bridge Repairs

Remaining Repair Items + New items

Vina Del Mar Bridge

Item	Castco	L&S	SA
<i>Bridge Rail Spalls - 27 Total</i>	\$672 EA (\$18,144)	\$1105 EA (\$29,835)	\$463 EA (\$12,500)
<i>Abutment Cap 1 - Spalls</i>		\$3,763	\$1,000
<i>Left Sidewalk Spall (new)</i>			\$250
<i>SW Sidewalk Spall (new)</i>			\$400
<i>Curb Spall (new)</i>			\$330
<i>Total</i>	\$18,144	\$33,598	\$14,480

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Bridge Repairs and Maintenance 2010

THIS AGREEMENT is hereby executed this 14 day of December, 2010, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Sieg & Ambachtsheer (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than February 15th, 2011.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$14,480, as full consideration for the goods or services provided hereunder.

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

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 mos. for joint sealants and for all other work 24 months from final delivery, including all parts and labor associated with said repairs.

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

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 mos. for joint sealants and for all other work 24 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

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

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

11. 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.

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

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

14. 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.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

Sieg & Ambachtsheer, Inc.
PO. Box 740609
Orange City, FL

As to City:

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

16. 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.

17. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Sieg & Ambachtsheer, Inc.
Vendor

BY  _____

Peter Ambachtsheer
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a purchasing agreement with LS Curb Service in the amount of \$10,637.50 for the reconstruction of 8th Ave/Gulf Way sidewalk.

Date: December 14, 2010

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The RFP for sidewalk and curb replacement was issued in October. Included in the RFP was the request for replacement of sidewalk along Gulf Way at 8th Ave. The current sidewalk is not constructed to drain properly, nor does it match construction along the 8th Ave corridor. The RFP proposes that the current sidewalk be removed and replaced with stamped, colored, concrete that matches the design of that along 8th Ave.

Bids were due on November 12th 2010 at 11:00 AM. Five (5) bids were received and results are as follows for the 8th Ave/Gulf Way project:

LS Curb Service: \$10,637.50

Alto: \$11,126.90

Forrest Exc.: \$12,366.80

Kloote: \$20,454

Tagarelli: \$29,040

Funding in the amount of \$71,650 is available in the FY 2011 budget for sidewalk and curb work.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement with LS Curb Service in the amount of \$10,637.50 for the reconstruction of 8th Ave/Gulf Way sidewalk.

Attachments: Bid Tabulation Spreadsheet
Purchasing Agreement

Reviewed by
City Manager: _____



Sidewalk/Curb Replacement

11/12/10 - 11AM

	<u>Tagarelli</u>	<u>LS Curb Serv</u>	<u>Kloote</u>	<u>Forrest Exc.</u>	<u>Alto</u>
<u>8th Ave/Gulf Way</u>					
<i>Paver/Brick Design at Businesses</i>	\$24,305.00	\$6,230.50	\$9,464.00	\$7,403.30	\$6,743.60
<i>ADA Handicap Space</i>	\$1,600.00	\$1,500.00	\$3,000.00	\$1,800.00	\$1,425.00
<i>Paver Only Design @ Condo Building Area</i>	\$3,135.00	\$2,907.00	\$7,990.00	\$3,163.50	\$2,958.30
<i>Total 8th Ave/Gulf Way:</i>	\$29,040.00	\$10,637.50	\$20,454.00	\$12,366.80	\$11,126.90
<u>Alternates</u>					
Stained Concrete in lieu of Colored at Inset	No charge	No Bid	No Bid	No Bid	No Bid
Stained Concrete in lieu of Colored at Brick Design	No charge	No Bid	No Bid	No Bid	No Bid

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
8th Ave./Gulf Way Sidewalk Replacement

THIS AGREEMENT is hereby executed this 14 day of December, 2010, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and L.S. Curb Service, Inc. (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than, Feb 15, 2011.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$10,637.50, as full consideration for the goods or services provided hereunder.

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

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

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

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

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

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

11. 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.

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

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

14. 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.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

L.S. Curb Service
4206 James L. Redman Pkwy.
Plant City, FL 33567

As to City:

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

16. 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.

17. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

L.S. Curb Service Inc.
Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY



BY

CITY MANAGER

Leaford Shakes, President
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a Construction Agreement with FDOT for the Don CeSar Street and Sidewalk Improvement Project.

Date: December 14, 2010

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The Don CeSar Street and Sidewalk Improvements were issued in an RFP in October 2010. Bids were received on November 10th 2010. Kloote Contracting was determined to be the lowest qualified bidder.

A small portion of this work protrudes into FDOT Right-of-Way (50') at the intersection of Gulf Blvd and 35th Ave (Pinellas Bayway). Improvements at this intersection include crosswalks, sidewalks, and curbing. FDOT requires the signed construction agreement when working within their Right-of-Way. The agreement has been reviewed by Bryant Miller Olive.

Requested Motion: "I move to authorize the City Manager to enter into a Construction Agreement with FDOT for the Don CeSar Street and Sidewalk Improvement Project."

Attachments: Construction Agreement

Reviewed by
City Manager: _____

THIS CONSTRUCTION AGREEMENT (this “Agreement”) is made and entered into by and between the State of Florida, Department of Transportation, _____
(hereinafter referred to as the “DEPARTMENT”) and City of St. Pete Beach
155 Corey Ave., St. Pete Beach, FL 33706 hereinafter referred to as the “Construction Coordinator”).

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to
SR 699 Section - _____ Subsection - _____ from Begin MP 0 to End MP 0 + 50'
Local Name Intersection of Gulf Blvd. and 35th Ave. (Pinellas Bayway) located in Pinellas County (hereinafter referred to as the “Project”); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT’S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT’S right of way to perform all activities necessary for the construction of **See attached exhibit A scope of services/special provisions.**

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT’S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual (“PPM”) Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”) and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator’s performance of the Project. Such amount shall be carried in a minimum amount of not less than Two Million and 00/100 Dollars (\$ 2,000,000) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than Two Million and 00/100 Dollars (\$ 2,000,000) for property damage, or a combined coverage of not less than Two Million and 00/100 Dollars (\$ 2,000,000). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the

DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a local governmental entity they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 60 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction

Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees to the extent provided by Florida Law. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction

Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name Mike Bonfield Title City Manager
Office No. 727-363-9231 Cell _____ Email citymanager@stpetebeach.org

Name Renee Cooper Title CIP Construction Manager
Office No. 727-363-9254 Cell 727-224-4165 Email r.cooper@stpetebeach.org

Mail Address 155 Corey Ave., St. Pete Beach, FL 33706

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR (COMPLETE ALL INFORMATION)

City of St. Pete Beach
Company or Agency Name

By:
Signature of Authorized Personnel

Mike Bonfield, City Manager
Printed Name and Title

155 Corey Ave., St. Pete Beach, FL 33706
Business Mailing Address

Date: 12/14/2010

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

Legal Review:

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a three (3) year agreement with Luke Brothers at a cost of \$49,330 per year for citywide tree trimming and maintenance.

Date: December 14, 2010

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The Tree Trimming RFP was issued in October. The Bid Schedule remained similar to the contract for previous years – trim Sabal and other Palms on City Properties and ROWs and remove Invasive Exotics. We also included an alternate to trim Washingtonia and requested a cost to trim boots off Sabal Palms.

Bids were due on November 10th, 2010, at 1:00 PM. Three (3) bids were received and results are as follows:

Luke Brothers: \$49,330
Enviro Tree Service: \$51,320
Yutzy Tree Service: \$51,573

The City budgeted \$53,750 for tree trimming in FY 2011. This will cover the base bid and any unexpected or emergency tree work that needs to be done. The budget will not allow for trimming Washingtonia or Sabal Palm boots unless additional funding is identified and approved.

Requested Motion: "I move to authorize the City Manager to enter into a three (3) year agreement with Luke Brothers at a cost of \$49,330 per year for citywide tree trimming and maintenance."

Attachments: Bid Tabulation Spreadsheet
Purchasing Agreement

Reviewed by
City Manager: _____



Tree Trimming

11/10/10 - 1PM

	<u>Luke Brothers</u>	<u>Enviro Tree Service</u>	<u>Yutzy Tree Svc</u>
<u>BASE BID</u>			
Trim Sabal Palms on City Properties	\$41,514	\$43,401	\$43,401
Price Per Sabal Palm	\$22	\$23	\$23
Trim Other Palms(as per inventory)	\$5,566	\$5,819	\$6,072
Price Per Tree	\$22	\$23	\$24
Remove Invasive Exotics	\$2,250	\$2,100	\$2,100
Total ALL TRIMMING - BASE BID	\$49,330	\$51,320	\$51,573
<u>UNIT PRICES</u>			
Hourly Rate for Tree Work	\$200/HR	\$200/HR	\$250/HR
Hourly Rate for Emergency Service	\$300/HR	\$325/HR	\$300/HR
Remove Boots off of Sabal Palms	\$6.00/TREE	\$12.00/TREE	\$3.00/TREE*
<u>ALTERNATES</u>			
Trim Washingtonia in City ROW	\$20,130	\$21,045	\$21,960
Price Per Tree	\$22	\$23	\$24
Trim Washingtonia on City Properties	\$5,522	\$5,773	\$6,024
Price Per Tree	\$22	\$23	\$24

*Yutzy qualification: No skirted trunks on boot removal.

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Tree Trimming – 3 Year Contract (FY 2011, 2012, 2013)

THIS AGREEMENT is hereby executed this 14 day of December, 2010, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Luke Brothers, Inc. (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than, an agreed upon yearly maintenance schedule as described in the RFP corresponding with bloom periods and formation of tree fruit, ending on September 30, 2013.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$49,330 per year, as full consideration for the goods or services provided hereunder.

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

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 12 months from final delivery, including all parts and labor associated with said repairs.

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

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 12 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

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

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

11. 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.

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

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

14. 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.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

Luke Brothers, Inc.
5532 Auld Ln.
Holiday, FL 34690

As to City:

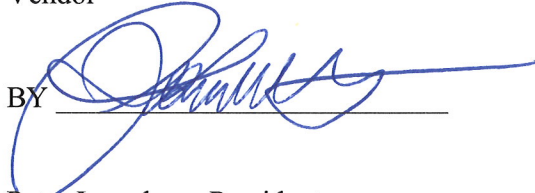
City Manager
City of St. Pete Beach, Florida
155 Corey Avenue
St. Pete Beach, Florida 33706

16. 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.

17. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Luke Brothers, Inc.
Vendor

BY 

Peter Lucadano, President
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004

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

Issue Considered: Memorandum of Understanding -- Temporary suspension of Sections B2 and B3 of Article 23, Work Week and Overtime, of the FOP contract.

Date: December 14, 2010

Prepared By: Michael P. Bonfield, City Manager

Summary of Issue: The Fraternal Order of Police has requested that the contract language in Article 23 Work Week and Overtime be modified, by suspending Sections B2 and B3 for the duration of the contract period. This change would allow for necessary police training to be scheduled throughout the year rather than in a period of 2 to 4 months; resulting in that training being completed faster and at less expense.

Requested Motion: "I move to approve the MOU with Fraternal Order of Police to temporarily suspend Sections B2 and B3 of Article 23 Work Week and Overtime for the duration of the contract."

Attachments: Memorandum of Understanding between the Fraternal Order of Police and the City of St. Pete Beach

MEMORANDUM OF UNDERSTANDING

Between the city of St Pete Beach
And
Fraternal Order of Police, Lodge 43

This Memorandum of Understanding (MOU) is made and entered into by the City of St. Pete Beach, herein after referred to as the EMPLOYER and the Fraternal Order of Police, Lodge 43, herein referred to as THE UNION.

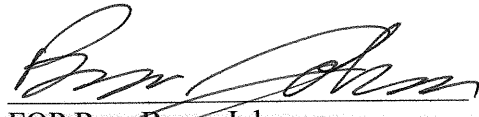
The parties have executed this MOU for the purpose of correcting/clarifying Article 23 "Work Week and Overtime" and will serve as an addendum to the Collective Bargaining Agreement for the October 1, 2009 through September 30, 2012.

The EMPLOYER and THE UNION agree to remain on the current schedule described in Section B1 of Article 23 Work Week and Overtime, 5 day/8 hour and 4 day/10 hour for the remainder of this contract. Sections B2 and B3, in reference to 5 day/8 hour shifts and the shift bid, will be removed for the remainder of this contract period unless revoked by the EMPLOYER upon reasonable notice. It is further agreed that the language of Article 23 as it is in the current contract will be effective October 1, 2012 unless agreed to by the EMPLOYER.

Shift bids will be held every six(6) months on or around January 4th and June 4th.

This MOU is not intended to change or alter any other item of the contract.

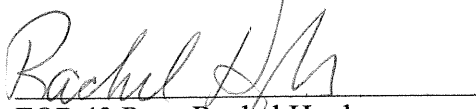
Accepted this 24th day of Nov, 2010
Fraternal Order of Police Lodge 43, by


FOP Rep. Bruce Johnson

Accepted this _____ day of _____, 2010
City of St. Pete Beach, by

Mayor Michael Finnerty

Accepted this _____ day of _____, 2010
Fraternal Order of Police Lodge 43, by


FOP 43 Pres. Rachel Hughes

Accepted this _____ day of _____, 2010
City of St. Pete Beach, by

City Manager Mike Bonfield

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

ISSUE CONSIDERED: Final Reading: Ordinance 2010-36 providing for an increase in budgeted monies in the general fund for fiscal year ending September 30, 2010 and providing for funding.

DATE: December 14, 2010

PREPARED BY: Elaine Edmunds, Finance Director

SUMMARY OF ISSUE: Final reading of Ordinance 2010-36 provides for an increase in budgeted monies for the general fund in the amount of \$235,000. The additional monies are needed to cover extra legal costs paid in fiscal year 2010. The funding will come from the City's reserves.

REQUESTED MOTION: "I move to approve on first reading, Ordinance 2010-36, (read title)..."

ATTACHMENTS: Ordinance 2010-36

**REVIEWED BY
CITY MANAGER:**

ORDINANCE 2010-36

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING A SUPPLEMENTAL APPROPRIATION TO THE GENERAL FUND FOR FISCAL YEAR ENDING SEPTEMBER 30, 2010; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, notice of this ordinance has been provided in accordance with applicable law; and

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2009-22, Budget Ordinance; and

WHEREAS, the authority for appropriation amendments is provided in Article III, Section 3.13 (a) of the City Charter; and

WHEREAS, additional monies are necessary to pay for extra legal costs; and

WHEREAS, the additional funding required will be drawn from the City Reserves.

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

Section One. For the General Fund, an increase in revenue in the amount of \$235,000 to be drawn from the City's general fund balance.

Section Two. For the General Fund, an increase of \$235,000 in Legal fees to cover the additional costs incurred in extra legal expenses.

Section Three. This ordinance shall become effective upon final passage.

Michael Finnerty, MAYOR

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

I, Pamala Prell, Deputy 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 _____, 2010.

Pamala Prell, Deputy City Clerk

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

Issue Considered: First Reading and Public Hearing of Ordinance 2010-31, amending Sections 6 and 31 of the City's Land Development Code related to temporary lodging uses in the Traditional Hotel District.

Date: December 14, 2010

Prepared By: Karl E. Holley, AICP, Community Development Director

Summary of Issue: Early in 2010, the City Commission expressed concern about the provisions of the Traditional Hotel District; specifically, the potential impact of redeveloped hotel facilities on residential areas of Pass-a-Grille. They requested the Planning Board and Historic Preservation Board to further review the ordinance and determine if changes to the standards were warranted.

The Planning Board and Historic Preservation Board meet jointly in June, July and October and developed a set of recommended changes which the staff incorporated into the proposed amended ordinance. The Planning Board voted 4-1 at their November 17, 2010 meeting to recommend adoption of the proposed ordinance.

Requested Motion: "I move to approve Ordinance 2010-31 (read title)"

Attachments: Ordinance 2010-31.

Reviewed by City Manager: _____

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2010-31

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AMENDMENT OF DIVISION 31 OF THE LAND DEVELOPMENT CODE AS IT RELATES TO DEVELOPMENT STANDARDS FOR TEMPORARY LODGING ESTABLISHMENTS IN THE TRADITIONAL HOTEL DISTRICT; AMENDING DIVISION 6 OF THE LAND DEVELOPMENT CODE AS IT RELATES TO TEMPORARY LODGING ESTABLISHMENTS; PROVIDING FOR THE REPEAL OF ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to ensure a mix of land uses which are in keeping with the development policy objectives of the City and which are reasonable and beneficial given the circumstances of an individual development; and

WHEREAS, the City's Planning Board, acting as the City's local planning agency, has reviewed this ordinance and found it to be consistent with the City's adopted comprehensive plan and has recommended approval thereof; and

WHEREAS, the City Commission has found this ordinance to be consistent with the City's adopted comprehensive plan; and

WHEREAS, the City Commission has found this ordinance to be in the best interest of the health, safety and welfare of the citizens of the city; and

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. Division 31 of the City of St. Pete Beach, Florida Land Development Code is hereby amended as follows:

Sec. 31.1. Purpose and intent.

The THD Transient Accommodation District is intended for, and restricted to, those areas designated within the Residential High (RH) land use category on the city's Future Land Use Plan Map to which the Resort Facilities Overlay (RFO) has been applied. The purpose of this district is to provide for the redevelopment of properties in areas traditionally utilized for small hotels and motels in a manner consistent with the present character of the surrounding area and which minimizes the negative impacts of such facilities on adjacent and nearby residential properties. This district shall only be established on those lots which lie south of 15th Avenue and for which the owner(s) can demonstrate said lots were utilized as temporary lodging facilities with five or more units as of December 31, 2010, and which were at that time, and have since remained, properly permitted and/or licensed by all applicable regulatory authorities. Such authorities shall include the City of St. Pete Beach, the Florida Department of Business and Professional Regulation and the Florida Department of Revenue. Any facility which cannot demonstrate that proper license fees and taxes have been paid throughout the required period of operation to the proper licensing or taxing authority, including the State of Florida and Pinellas County, shall not be eligible for application to this district. ~~with the City of St. Pete Beach and operating as a transient accommodation.~~
(Ord. No. 2007-51, § 1, 1-8-08; Ord. No. 2008-38, § 1, 10-28-08)

Sec. 31.2. 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 Traditional Hotel District are as follows:

- (a) *Transient Accommodations* -- Density shall not exceed 50 units per acre.
(Ord. No. 2007-51, § 1, 1-8-08)

Sec. 31.3. Permitted accessory uses and structures.

1. (a) The following accessory uses are permitted in the THD district: Retail sales, limited to 100 square feet in area. The sales shall be located inside the principal structure and shall not have signage outside the structure advertising such retail goods for sale.
2. Office space for the administrative use of the accommodation, such as check-in, check-out areas, reservations, and accounting.
3. Meeting or conference rooms for the use of guests.
4. Fitness facilities for the use of guests.

(b) In addition to those commercial accessory structures permitted in 6.12, the following accessory structures are permitted in the THD District:

1. Garages;
2. A storage building
3. Decks and patios
4. Fountains
5. Gazebos
6. Trellises

(c) Temporary structures under the provisions of section 6.11.
(Ord. No. 2007-51, § 1, 1-8-08)

Sec. 31.4. Prohibited uses and structures.

All uses and structures not of a nature specifically or provisionally permitted herein are hereby prohibited in the Traditional Hotel District. Any use which has been determined under the provisions of Chapter 46 of the Code of Ordinances to be potentially noxious, dangerous or offensive to residents of the district or to those who pass by on public roadways or likely for other reasons to be incompatible with the character of the district, is hereby prohibited in the Traditional Hotel District.
(Ord. No. 2007-51, § 1, 1-8-08)

Sec. 31.5. Minimum zoning lot requirements.

The maximum Transient Accommodation density permitted in the Traditional Hotel District shall not exceed 50 units per acre. The minimum lot area and width requirements in the Traditional Hotel District are as follows:

(a) *Lot area:* 3,500 square feet. Two or more zoning lots shall not be combined for the purposes of development under this division, nor shall existing zoning lots be subdivided in any way which allows additional separate hotel or motel facilities to be developed.

(b) *Lot width:* 50 feet.

(Ord. No. 2007-51, § 1, 1-8-08)

Sec. 31.6. Minimum yard requirements.

The minimum yard requirements for principal structures in the Traditional Hotel District are as required in this section. No structures shall be permitted seaward of the city's coastal construction and excavation setback line.

(a) *Front yard:* 20 feet.

(b) *Secondary front yard:* Ten feet.

(c) *Side yard:* Ten percent of the lot width.

(d) *Read yard:* 20 feet.

(Ord. No. 2007-51, § 1, 1-8-08)

Sec. 31.7. Maximum height of structures.

Sec. 31.8. Maximum floor area of structures.

No new structure shall be larger in aggregate square footage than the structures which occupied the site prior to redevelopment, except that the Building Official may allow for minimum necessary increases in aggregate square footage in cases where such increases are reasonably necessary to implement current Building Code or other statutory requirements.

Sec. 31.9. Minimum off-street parking requirements.

Shall be in accordance with the requirements of division 23 of the Land Development Code, Off Street Parking and Loading.

(Ord. No. 2007-51, § 1, 1-8-08; Ord. No. 2008-32, § 1, 8-26-08)

Sec. 31.10 Landscaping required.

All uses shall be landscaped in accordance with the provisions of division 22 of the Land Development Code.

(Ord. No. 2007-51, § 1, 1-8-08)

Sec. 31.11 ~~12~~. Maximum impervious surface ratio.

Maximum impervious surface ratio (ISR): 0.65.

(Ord. No. 2007-51, § 1, 1-8-08)

Section 2. Section 6.6 of the Land Development Code is amended as follows:

Sec. 6.6. Transient Accommodation Uses Unless otherwise regulated or restricted in this Land Development Code, transient accommodation uses may include secondary uses that are customary guest amenities recognized by the hotel industry. Such uses are retail stores, business centers where guests can use computers, fax machines, printers and copiers, etc., conference and meeting room facilities, fitness facilities, day spas, and restaurants with or without a bar or cocktail lounge. Such secondary uses, in total, may be no larger than 20% of the gross floor area of the transient accommodation before being considered a mixed use, which would then be regulated by the Floor Area Ratio standards in each zoning district or the Future Land Use designation in the Comprehensive Plan, whichever is more restrictive.

Section 3. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with this Ordinance.

Section 4. If any portion or part of this Ordinance is declared invalid by a court of competent jurisdiction, the valid remainder hereof shall remain in full force and effect.

Section 5. This Ordinance shall become effective immediately upon adoption.

Michael Finerty, MAYOR

FIRST READING : _____

PUBLISHED : _____
SECOND READING : _____
PUBLIC HEARING : _____

I, Pamela Prell, Deputy 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 _____, 2010.

Pamela Prell, Acting City Clerk

PLANNING BOARD MEETING

11-17-10

MINUTES

(draft minutes- these had not been accepted by the Planning Board as of 12/3/2010)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

**Jay Anderson
Martin Lott
Don Breitweiser
Sandie Lyman
Will Jacoby, Chairman**

ALSO PRESENT

**Catherine Hartley, Senior Planner
Theresa McMaster, City Clerk
Karl Holley, Director of Community Development**

1. Acceptance of Minutes

A motion was made to approve the Minutes of 09-27-10 Planning Board Meeting, as amended. The motion was seconded and approved by unanimous vote.

2. Action Item

a. Public hearing on Ordinance 2010-31, an Ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendment of the Land Development Code; providing for amendment of Divisions 31 and 20 of the Land Development Code as they relate to development standards for temporary lodging establishments in the Traditional Hotel District; amending Division 6 of the Land Development code as it relates to temporary lodging establishments; providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date.

Chairman Jacoby called on Catherine Hartley to discuss the Ordinance. Ms. Hartley explained that due to technical difficulties encountered at their recent joint meeting with the Historical Preservation Meeting she was unable to hear the entire Meeting but incorporated into the Ordinance the changes she believes to be correct.

There was no change to 31.1; under 31.3 she tallied the majority of their votes and she will present that to the Commission so they can see how the vote was divided.

Under height, everyone agreed to change the height to basically the same height as what would be allowed for most of the residential structures under the Pass-a-Grille overlay; that change is reflected in 31.7 as well as the Pass-a-Grill overlay, Section 20.10(a). This will have to be voted on in accordance with the Charter. Last year on the ballot the Charter was amended to read "any change in height" has to be voted on whether it's on the Plan or the Code. Ms. Hartley doesn't feel they will make the March election based on the timing of getting this Ordinance through, so they will have to have a special election or it will have to wait until the fall.

The question was raised if the change is worth the trouble or if it should go back to the whole structure being 35 feet which is the language allowed.

Karl Holley suggested that the Commission determine what is an appropriate cost to bear to properly implement the most effective or appropriate regulation. He feels that the obligation of the Planning Board is to say what they think is the appropriate development standard is in the context of this Ordinance.

It was the consensus of the Board that they acknowledge there is an implication that requires a vote, costs, time, etc., and knowing that implication they suggest it is worth the effort and go forward with it or if the Commission may consider it differently and they will not be offended if they do so.

Ms. Hartley stated that when she presents it to the Commission and writes up the summary page for the ordinance, she will point that out.

The Board feels solid value in keeping the height of the THD to conform to the residential in the Pass-a-Grille overlay district and they talked about it at great length.

Ms. Hartley will take the ordinance, with whatever recommendations this Board may have, to the Historic Preservation Board, explain it to them, and they, in their capacity, while they don't have the same powers as this Board, and if they have different recommendations, she will write those up as well and explain to the Commission that this is what happened at the Public Hearing of the Planning Board and the Historic Preservation Board, and they will have to decide.

Karl Holley stated that he would prefer they consider the issue and see where it ends up and then they can address whatever the results are. He does not anticipate that there is going to be disagreement.

Chairman Jacoby asked if there was anyone who wanted to discuss the points under 31.1 that Ms. Hartley presented. Under 31.2 there are no changes; under 31.3.....

Ms. Hartley interjected that the language is still, in this ordinance; they are going to have the same square footage. In order to accommodate some of these things, they may have to give up some room space.

Chairman Jacoby asked if anyone had anything to say under a. Hearing nothing he went on to b; he stated that he would like to see spas added back in as point 7. 31.4 has been discontinued; 31.5 okay; 31.6; Ms. Hartley does not have anything ready that has been approved by the Historic Preservation Board and ready to be adopted.

Chairman Jacoby went on to Section 2, then asked if anyone had any questions. Hearing none, he opened the Meeting to audience comments.

Joe Caruso, 1301 Gulf Way

Mary Fernandez, 110 12th Avenue

Melinda Pletcher, 921 East Vina Del Mar

Chairman Jacoby then closed public hearing.

A motion was made to recommend Ordinance 2010-31, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendment of the Land Development Code; providing for amendment of Divisions 31 and 20 of the Land Development Code as they relate to development standards for temporary lodging establishments in the Traditional Hotel

District; amending Division 6 of the Land Development Code as it relates to temporary lodging establishments; providing for the repeal of ordinances,

or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date to the Commission for approval. The motion was seconded by Sandie Lyman and approved by 4 – 1 vote; Chairman Jacoby voted no.

Chairman Jacoby explained why he voted against the motion.

2. Discussion Items

Catherine Hartley spoke about the 8th Avenue zoning. The Commission suggested that this Board have another joint meeting with the Historic Preservation Board. She asked the Board if they were available on December 1, 2010 at 4:00 pm, December 2, 2010, at 5:00 pm, or December 7, 2010, at 4:00 pm.

Ms. Hartley will contact the members of the Historic Preservation Board as to their availability and get back to this Board.

There being no further business to come before the Board, the Meeting was adjourned.

Pamala Prell, City Clerk

Will Jacoby, Chairman

Minutes approved on: _____



Catherine M. Hartley, AICP, CNU
Senior Planner
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706
c.hartley@stpetebeach.org

Memorandum

To: Mike Bonfield, City Manager

From: Catherine M. Hartley, AICP, CNU, Senior Planner *CH*

Re: Traditional Hotel District Joint Workshop Summary – 10/21/10

Date: November 15, 2010

At the request of the City Commission, the Planning Board and the Historic Preservation Board conducted a joint meeting regarding the proposed revised THD ordinance (Ordinance 2010-31).

The two boards met on October 21, 2010. Eight members were present. Staff presented the ordinance as drafted for the public hearing and explained each section. The results of the discussion of each topic are as follows:

Ancillary uses:

In a handout, staff noted the definition of an ancillary use was stormwater attenuation or parking facilities.

Accessory uses:

The ordinance was drafted to read that if the existing hotel did not have a certain accessory use as listed in Section 6.13 of the LDC, they could not have it when the hotel

was reconstructed (the existing ordinance permits these uses by right). The uses in this section are as follows: Garages, storage buildings, swimming pools, spas, decks, patios, gazebos, fountains, trellises, and children’s playground equipment.

The board members were asked to rate the acceptability of each use based on the following numerical scale:

3= I support the use

2 = I have some issues with the use, but can live with it

1 = I am opposed to the use

The group’s acceptance of each use was recorded as follows:

Accessory Use	“3”	“2”	“1”
Garage	4	0	4
Storage building	8	0	0
Pool	0	1	7
Spa	2	2	4
Deck/patio	8	0	0
Gazebo	7	1	0
Fountain	7	0	1
Trellis	8	0	0
Playground equipment	1	1	6

In summary, the majority of the group were split on allowing an enclosed garage, supported storage buildings, opposed pools and spas, supported decks, patios, gazebos, fountains, and trellises, and opposed playground equipment.

Mixed uses:

Section 6.6 of the Land Development Code states that certain uses can be mixed with temporary lodging uses without pro-rating the land area to each use if the use is less than 20% of the total area of the temporary lodging establishment. Those uses mentioned in the code are as follows: retail stores, office space, restaurants, meeting rooms, and fitness facilities. Noting that this section applies to temporary lodging uses citywide, the group was asked to rate the acceptability of each use as it applies only to the THD so that the LDC could be amended accordingly.

Use Mixed with TL	“3”	“2”	“1”
Retail Stores (100 sq ft or less)	3	3	2
Office Space (for check – in, etc)	8	0	0
Restaurant/Bar	0	0	8
Meeting Rooms	4	4	0
Fitness Facilities	8	0	0

In summary, the majority of the group agreed that office space for check ins and administrative uses was appropriate, fitness facilities were appropriate, meeting rooms and retail stores were acceptable (some had issues but could live with it), and restaurants and bars were unacceptable uses.

Height and effective date

The majority of the group supported changing the effective date of the ordinance which would require an existing lodging owner had to show proof of ownership, operation, and payment of taxes and fees to December 31, 2010. (7 members voted “3”, 1 member voted “2”).

The group also unanimously agreed to reduce the height from 35 feet to 32 feet over BFE, with eaves at 28 feet (to read like residential structures in PAG overlay).

The group agreed that other design issues are to be addressed by the Historic Board in the future.

The draft ordinance that will be heard by the Planning Board on November 17 is based on the outcomes recorded above. The commission will have to decide on whether or not they agree with the changes.

CITY OF ST. PETE BEACH NOTICE OF PUBLIC HEARING

The City of St. Pete Beach **Planning Board** will conduct a public hearing on **Wednesday, November 17, 2010, at 4:00 P.M.** at City Hall, 155 Corey Avenue, to receive comments on the following ordinance:

1) Ordinance 2010-31

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELAS COUNTY, FLORIDA, PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AMENDMENT OF DIVISIONS 31 AND 20 OF THE LAND DEVELOPMENT CODE AS THEY RELATE TO DEVELOPMENT STANDARDS FOR TEMPORARY LODGING ESTABLISHMENTS IN THE TRADITIONAL HOTEL DISTRICT; AMENDING DIVISION 6 OF THE LAND DEVELOPMENT CODE AS IT RELATES TO ACCESSORY USES MIXED WITH TEMPORARY LODGING ESTABLISHMENTS; PROVIDING FOR THE REPEAL OF ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Copies of the ordinance are available at City Hall in the Offices of the City Clerk and the Community Development Department. Written comments on the proposed ordinance may also be submitted to the above City departments. For further information, please contact the Community Development staff at (727) 363-9266.

All interested parties will be heard. The foregoing hearings may be continued to another meeting. If a person decides to appeal any decision made at this hearing, they will need a record of the proceedings and, for such purpose, 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 (F.S. 286.0105). The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact Public Services, no later than four days prior to the proceeding at (727) 363-9243 for assistance; if hearing impaired, contact the Florida Relay Service Numbers, (800) 955-8771 (TDD).

Karl Holley, Director of Community Development

11/10/2010

400314-01

CITY OF ST. PETE BEACH NOTICE OF PUBLIC HEARING

The City of St. Pete Beach City Commission will conduct a public hearing on **Tuesday, December 14, 2010, at 6:30 P.M.** at City Hall, 155 Corey Avenue, to receive comments on the following ordinance:

Ordinance 2010-31

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AMENDMENT OF DIVISIONS 31 AND 20 OF THE LAND DEVELOPMENT CODE AS THEY RELATE TO DEVELOPMENT STANDARDS FOR TEMPORARY LODGING ESTABLISHMENTS IN THE TRADITIONAL HOTEL DISTRICT; AMENDING DIVISION 6 OF THE LAND DEVELOPMENT CODE AS IT RELATES TO ACCESSORY USES MIXED WITH TEMPORARY LODGING ESTABLISHMENTS; PROVIDING FOR THE REPEAL OF ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Copies of the ordinance are available at City Hall in the Offices of the City Clerk and the Community Development Department. Written comments on the proposed ordinance may also be submitted to the above City departments. For further information, please contact the Community Development staff at (727) 363-9266.

All interested parties will be heard. The foregoing hearings may be continued to another meeting. If a person decides to appeal any decision made at this hearing, they will need a record of the proceedings and, for such purpose, 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 (F.S. 286.0105). The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact Public Services, no later than four days prior to the proceeding at (727) 363-9243 for assistance; if hearing impaired, contact the Florida Relay Service Numbers, (800) 955-8771 (TDD).

Catherine Hartley, AICP, Senior Planner,
City of St. Pete Community Development Department

12/1/2010

413790-01

Historic Preservation Board meeting 12/2 regular meeting 3 pm.

Discussion item b2: ordinance 2010-31 THD:

Mr. Hurley – stated that there is nothing in the ordinance regarding architectural standards, they seemed to be missing from the ordinance. He also commented that hotels should perhaps remain non-conforming.

Mrs. Pletcher also questioned design guidelines and commented on catastrophic loss.

Mr. Holley pointed out that the comp plan was thrown out and they do not have catastrophic protection.

Mr. Frizolowski further questioned the ordinance as it relates to catastrophic loss. Also asked if this was an amendment to existing law. Should it be changed?

Mr. Hanna: noted the following: Regarding Height: sees no reason to reduce it from 35 to 32 feet. Noted that it shall have to go to a vote. Regarding section 31.9- Does not understand why a hotel cannot be larger than currently built. Why preclude an owner to improve property value? Regarding uses: no pools and spas. St Pete Beach is a vacation destination. Why preclude a hotel to have a pool and spa or playgrounds for a family atmosphere?

Mrs. Pletcher pointed out there are no design guidelines and questioned if catastrophic loss should be added.

Ms. Hartley commented that it is already in the code but should also be in the plan.

Mr. Holley stated THD zoning would make the properties conforming and catastrophic loss would not be an issue.

Mr. Holley pointed out that the ordinance would impact the two properties that have already been rezoned.

Mr. Hanna: asked about 2 letters sent today supporting the Coconut inn. Questioned whether this ordinance was really targeted at the Coconut Inn and politically motivated.

Mrs. Pletcher responded that it was a reaction to the 3rd application for rezoning to THD and that perhaps its location may not have been appropriate for the zoning.

Mr. Frizolowski commented that the ordinance should not be targeted towards one property. No action means we live with current ordinance. Thought that the clarification of who is eligible for the zoning was very important. Regarding height- is 3 feet worth a referendum? No. Regarding maximum floor area: we may want to revisit restriction on floor area once design standards are developed. He also stated that he was in favor of the City Commission considering pools and spas as conditional uses.

Mr. Hurley was concerned that historic properties may not be protected by catastrophic loss.

Mrs. Jacobus agreed with pools as a conditional use. Stated this was “essential”.

Mrs. Pletcher questioned if this could be added as a conditional use. Staff responded this could be accomplished under 31.4.

Mr. Frizolowski proposed that pools, spas, and playgrounds be considered as conditional uses. Board members agreed.

Mr. Hanna commented he had not been a part of the joint meetings.

Mr. Holley asked the board if they thought the ordinance as written was a fair representation of the results of the joint meeting.

Mrs. Pletcher asked is this the culmination of the joint meeting? Three members that were present at the joint meeting responded yes. This is correct.

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

ISSUE CONSIDERED: First Reading: Ordinance 2010-38 providing a supplemental appropriation for fiscal year 2011 to the General and Capital Projects Funds, providing for funding and providing for an effective date.

DATE: December 14, 2010

PREPARED BY: Elaine Edmunds, Finance Director

SUMMARY OF ISSUE: Ordinance 2010-38 provides for a supplemental appropriation for fiscal year 2011 to the General and Capital Projects Funds.

During budget discussions, it was the desire of the City Commission to assist local businesses by sponsoring special events within the community thereby increasing the number of visitors to the City.

The first event will be the St. Pete Beach Classic. This event was previously sponsored by a private company and was not held last year due to illness. It has been extremely popular in prior years. The budget adjustment to the general fund is based on 1,000 entrants and proposes revenues of \$57,500 and expenditures of an equal amount.

The adjustment to the Capital Projects fund is for street and pedestrian improvements being done in the Don Cesar neighborhood area (\$225,000) as well as additional alley work throughout the city (\$75,000). These projects are being funded from capital project fund reserves.

REQUESTED MOTION: "I move to approve Ordinance 2010-38, (read title)..."

ATTACHMENTS: Ordinance 2010-38

**REVIEWED BY
CITY MANAGER:**

ORDINANCE 2010-38

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING A SUPPLEMENTAL APPROPRIATION TO THE GENERAL AND CAPITAL PROJECT FUNDS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2011; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, notice of this ordinance has been provided in accordance with applicable law; and

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2010-25, Budget Ordinance; and

WHEREAS, the authority for appropriation amendments is provided in Article III, Section 3.13 (a) of the City Charter; and

WHEREAS, the City Commission wishes to Fund the St. Pete Beach Classic event; and

WHEREAS, additional funding is required for street projects.

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

Section One. For the General Fund, an increase in revenue in the amount of \$57,500 comprised of entrance fees and sponsorships for the St. Pete Beach Classic and an increase in expenditures for the police department to fund overtime costs (\$5,600) and the public services department (\$51,900) to fund overtime (\$3,500) race supplies (\$17,300) equipment rentals (\$8,150) outside services (\$17,100) advertising (\$4,000) and post race party (\$1,850).

Section Two. For the Capital Projects Fund, an increase in expenditures for streets projects (\$300,000) to be funded from reserves.

Section Three. This ordinance shall become effective upon final passage.

Michael Finnerty, MAYOR

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

I, Pamala Press, Deputy 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 _____, 2010.

Pamala Prell, Deputy City Clerk

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

Issue Considered: Ordinance 2010-39 amending Chapter 50, Library, of the City of St. Pete Beach Code of Ordinances

Date: **December 14, 2010**

Prepared By: Elaine Edmunds, Finance Director

Summary of Issue: The three changes being proposed to fines for overdue library materials will bring the St. Pete Beach Library in alignment with the charges of the majority of other libraries participating in the Pinellas Public Library Cooperative.

Beginning this fiscal year, October 2010, the majority of PPLC libraries are charging the increased daily rate of 15 cents per day for books/general materials that are overdue. Our current rate is 10 cents per day. With regard to the VHS and DVD's the St. Pete Beach Library is the only library that is currently charging two dollars per day. All other public libraries are charging the proposed rate of 15 cents per day for VHS materials and one dollar per day for DVD's.

By bringing our fees in alignment with the other libraries participating in the PPLC, it will eliminate confusion experienced by both patrons and staff when materials are loaned and returned to the various libraries within the PPLC. Adhering to an agreed-upon standard of fines and charges will enable a seamless exchange of materials for our patrons.

The financial gain or loss is expected to be negligible; however, will be monitored.

The balance of the proposed changes provide for a general clean-up of Chapter 50 of the Code of Ordinances pertaining to the library.

Requested Motion: "I move to approve Ordinance 2010-39...(read title.)"

Attachments: Ordinance 2010-39

Reviewed by
City Manager: _____

**CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE 2010-39**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF SECTION 50 OF THE CODE OF ORDINANCES OF THE CITY, PERTAINING TO THE LIBRARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the City Commission's desire to amend portions of Section 50 pertaining to fines to be consistent those being charged by other libraries participating in the Pinellas Public Library Cooperative and;

WHEREAS, by adopting more generic terms for materials it will not be necessary to amend the ordinance for changes that are occurring in the types of materials being offered by the library.

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

Section 1. Subsection (c) of Section 50-1 of the Code of Ordinances of the City of St. Pete Beach, Florida, pertaining to library fees, is hereby amended as follows:

(c) A fee established by ordinance of the city commission and listed in appendix A to this Code shall be charged for a special temporary visitor card ~~valid for up to one year from the date of issue,~~ to visitors from outside the Tampa Bay area.

Section 2. Section 50-2 of the code of Ordinances of the City of St. Pete Beach, Florida is hereby amended as follows:

(a) Materials borrowed from the public library for a 28-day period shall be returned within that period. A fine of ~~\$0.10~~ **\$0.15** per day to a maximum of ~~\$2.50~~ **\$5.00** per item shall be charged to the library patron for the late return of materials.

(c) ~~Videocassettes~~ **Materials** borrowed from the library for a ~~two~~ **seven** day period shall be returned within that period. A fine of ~~\$2.00~~ **\$1.00** per day to a maximum of ~~\$20.00~~ **\$5.00** per item shall be charged to the library patron for the late return of ~~videocassettes~~ **such materials**.

(d) ~~Audio-cassettes~~ **Materials** borrowed from the public library for a 14-day period shall be returned within that period. ~~No renewals shall be allowed for audio-cassettes.~~ A fine of ~~\$0.10~~ **\$0.15** per day to a maximum of ~~\$2.50~~ **\$5.00** per item shall be charged to the library patron for the late return of ~~audio-cassettes~~ **such materials**.

Section 3. Section 50-3 of the code of Ordinances of the City of St. Pete Beach, Florida is hereby amended as follows:

- (1) ~~Books~~ **Materials** returned in a partially damaged conditions, ~~such as those that are wet or mildewed~~ e.g. wet, food stained, chewed, broken spine/case, etc.
- (2) ~~Books returned with damaged spines or covers.~~
- (3) ~~Books returned with a missing or damaged barcode.~~
- (4) ~~Missing or damaged videocassette cases.~~
- (5) ~~Failing to rewind a videocassette.~~

Section 4. Section 50-4 of the code of Ordinances of the City of St. Pete Beach, Florida is hereby amended as follows:

- (a) Copies form the self-service photocopy machine, per page ~~\$0.15~~ **\$0.20.**
- (b) Printouts from ~~any CD-ROM reference machine~~ **public computers**, per page ~~\$0.10~~ **\$0.20.**
- (c) ~~Print-outs from the internet or any other on line resource~~ **\$0.10**
- (d) ~~Printouts from the word processor, per page~~ **\$0.10**
- (e) ~~Price of three and one half inch computer disc~~ **\$2.00**

APPENDIX A – FEE SCHEDULE

Chapter 50. Library

- 50-1(c) 1 Special temporary “tourist” card for visitors from outside the Tampa Bay Area
- | | |
|-------------------------------|-------|
| Up to 90 days | \$25 |
| 90 to 120 180 days | \$50 |
| Over 120 180 days | \$100 |
- 50-4(a) Copies from the self service photocopy machine \$0.20
- 50-4(b) ~~Print outs from the internet or any other on line source, per page \$0.20~~

Section 4. This ordinance shall become effective upon passage.

MICHAEL FINNERTY, MAYOR

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

CA: 10/15/07 V1

I, Pamala Prell, 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 _____, 2010.

Pamala Prell, Acting City Clerk

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

Issue Considered: Case #20100041, application of Mike Anderson for property located at 645 Corey Avenue. Applicant requests modification of approved conditional use to increase outdoor restaurant seating from 12 to 22 seats. This is a quasi-judicial hearing.

Date: December 14, 2010

Prepared By: Karl E. Holley, AICP, Community Development Director

Summary of Issue: Applicant wishes to increase the seating for a previously established outdoor restaurant from 12 to 22 seats. The size of the seating area would not be increased.

Requested Motion: “I move to (approve/deny) the requested Conditional Use for additional outdoor restaurant seating at 645 Corey Avenue.”

Attachments: Copy of application materials.

Reviewed by City Manager: _____



CONDITIONAL USE APPLICATION

CASE NO. 20100041

Applicant: Mike Anderson

Owner: Charles Collom

Property: 645 Corey Avenue **Lot area:** .1234 Acres

Request: Applicant requests Conditional Use approval under Section 16.4(h) to increase seating for an established outdoor restaurant seating area from 12 to 22 seats.

GENERAL INFORMATION:

FLUP map category: CG

Current zoning: CG-2

Current use: Vacant

Proposed use: Commercial

Surrounding properties:

Location:

	Zoning:	Land use:
North:	CG-2	Residential
South:	CG-2	Multi-Family Residential
East:	CG-2	Multi-Family Residential
West:	CG-2	Commercial



Application Summary and Analysis:

The subject property is zoned for commercial use and is currently vacant, but was previously utilized as an outdoor restaurant with a seating capacity of 12. Additional parking is not required by ordinance since the area of the proposed seating is not being increased, although additional seats could increase vehicle traffic. The adjacent residential uses are largely transient in nature and all are zoned for commercial use.

APPLICABLE STATUTES:

Sec. 16.4. Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CG-2 Commercial District are as follows:

- (a) Adult entertainment establishments--See also Chapter 10, St. Pete Beach Code of Ordinances.
- (b) Automotive service stations.
- (c) Bar (cocktail lounges, saloons).
- (d) Commercial boat docking facilities.
- (e) Commercial water sports, non-motorized vessels of 16 feet or less in length only.
- (f) Communications facilities.
- (g) Commercial docks--Classes A, B and C only.
- (h) Eating and drinking establishments--Nightclubs, fast food restaurants, outdoor restaurants and sidewalk cafe.
- (i) Mortuaries.
- (j) Parking lots--Commercial and/or off-premise.
- (k) Recreational--Commercial recreation; public parks and/or recreational facilities.
- (l) School, commercial.
- (m) Theaters.
- (n) Utility substations and/or rights-of-way.
- (o) Vessel for hire businesses.

(Ord. No. 03-7, § 3, 5-1-03; Ord. No. 2009-03, § 1, 5-10-09)

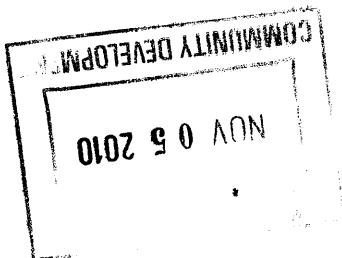
Sec. 4.4. (Conditional Use) Standards for review.

(a) *Standards applicable to all conditional uses.* When considering an application for approval of a conditional use, the city commission review shall consider the following standards:

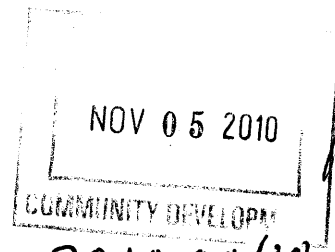
- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;
- (2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures 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;
 - b. Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;
 - 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; and
 - 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.
- (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;
- (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;
- (5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;
- (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; and
- (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.



CONDITIONAL USE APPLICATION



Case Number: 2010 0040

APPLICANT/AGENT:

PROPERTY OWNER:

Name: MIKE ANDERSON

Name: CHARLES COLLOM

Address: 778 MONTE CRISTO

Address: 2314 E VINA DEL MAR

City: TIERRA VERDE State: FL

City: ST PETE BEACH State: FL

Zip: 33715 Phone: 727 5015186

Zip: 33706 Phone: 727 4181314

PROPERTY:

Address: 645 COREY AVE

Parcel ID: LOT 6 BLOCK 58

Current
Zoning:

Current Land
Use:

Lot Area:

DETAILS OF THE REQUEST: (Add additional sheets if necessary)

I AM REQUESTING TO EXPAND
THE ALREADY APPROVED 12 SEATS TO
22 SEATS AS DESIGNATED ON
DRAWING

This application, together with all required supporting documents, shall be submitted by 12:00 noon on the stated filing date for the City Commission. Failure to do so will delay your application to a later date.

[Signature] 11/5/10
Signature of Applicant/Authorized Agent and
Date

For office use only:

Hearing Date: _____

Fees: _____

City Commission Action: ☐ Approved as requested ☐ Approved with conditions
☐ Denied ☐ Continued

DEC - 1 2009

LEGEND:

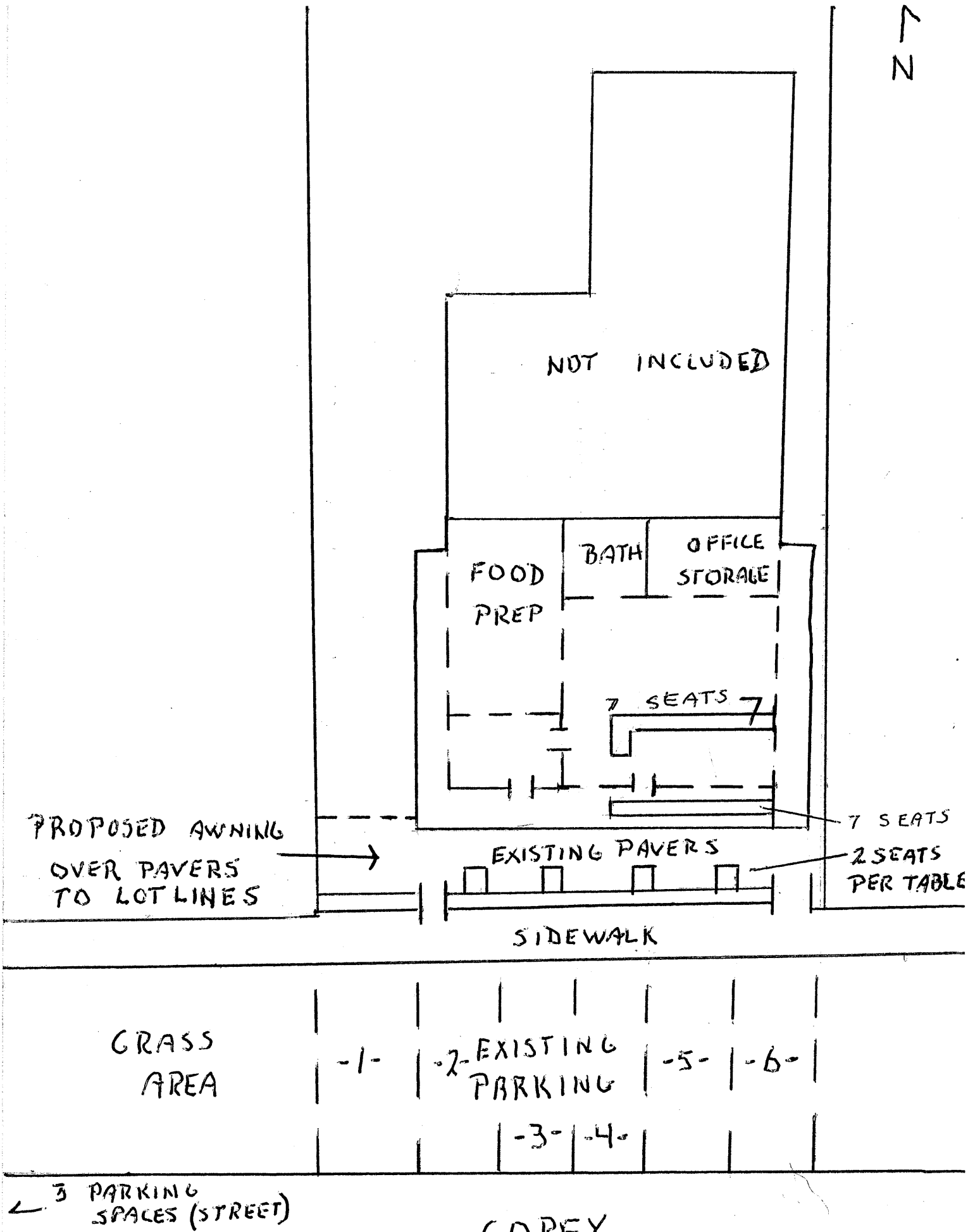
SIR = SET IRON ROD
FIP = FOUND IRON PIPE
FOE = FOUND OPEN END
FIR = FOUND IRON ROD
SN&D = SET NAIL AND DISK
M = MEASURED
P = PLAT
R/W = RIGHT OF WAY
CONC = CONCRETE
ENCR. = ENCRACHMENT
C.B. = CONCRETE BLOCK
P.P. = POWER POLE
P.O.L. = POINT ON LINE
W/S = WOOD SHED
WF = WOOD FENCE
PVCF = PLASTIC FENCE
OHE = OVERHEAD ELECTRIC
WM = WATER METER
⊗ = RECLAIM WATER METER
(T) = PUBLIC PHONE
⊕ = WOOD POWER POLE

**APPROVED
ZONING**

DATE 12-20-9
A BOUNDARY SURVEY OF

LOT 6, BLOCK 58, ACCORDING TO THE PLAT OF
RE-PLAT ST. PETERSBURG BEACH SUBDIVISION
AS RECORDED IN PLAT BOOK 5, PAGES 28&29
123 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

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St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a purchasing agreement with Kloote Contracting in the amount of \$244,225 to make street and sidewalk improvements in the Don CeSar area.

Date: December 14, 2010

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The Don CeSar Roadway Improvements were issued in a RFP in October 2010. Roadway improvements were necessitated by traffic flow patterns, the need for a loading/unloading zone at the Don CeSar, increased pedestrian traffic, need for enhanced crosswalks, need for a bike lane, and the rehabilitation of pavement on Casablanca and Maritana along with improved drainage at this intersection.

Bids were due on November 10th 2010 at 2:00 PM. Three (3) bids were received and results are as follows (for base bid only):

RE Purcell: \$196,000

Clark Hunt Construction: \$159,200

Kloote Contracting: \$151,437

The bids also included numerous alternates. It is our recommendation that Kloote Contracting be awarded the purchasing agreement to include the alternate to mill and overlay Gulf Blvd at the Don CeSar and include the alternate for full concrete pavement replacement at the intersection of Maritana and Casablanca. This will ensure the area looks nice once the work is done and the concrete intersection is more cost effective in the long term. Total cost of the project will be \$244,225 with the understanding that the Don CeSar will pay for any work on their private property. When the project is complete we will use the as-builts to measure quantities and invoice them as appropriate.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement with Kloote Contracting in the amount of \$244,225 to make street and sidewalk improvements in the Don CeSar area."

Attachments: Bid Tabulation Spreadsheet
Purchasing Agreement

Reviewed by
City Manager: _____



Don CeSar Roadway Improvements Bids

11/10/10 - 2PM

	<u>Kloote Contracting</u>	<u>Clark Hunt Construction</u>	<u>RE Purcell</u>
<i>Base Bid</i>	\$151,437	\$159,200	\$196,000
<i>Alternate - Mill/Overlay</i>	\$39,000	\$46,230	\$48,000
<i>Alternate - Full Asphalt Replacement</i>	\$39,550	\$63,600	\$51,000
<i>Alternate - Full Concrete Replacement</i>	\$53,788	\$87,275	\$104,500
<i>Engineered Traffic Control Plan</i>	\$525	\$500	\$1,000
<i>Add (2) Stop Expert Crosswalks</i>	\$23,042	\$27,960	\$12,500
<i>Pavement Markings (Traffic Lanes)</i>	\$1.00/LNFT	\$0.50/LNFT	\$0.25/LNFT
<i>Pavement Markings (Crosswalks)</i>	\$1.50/LNFT	\$1.00/LNFT	\$0.60/LNFT
<i>Pavement Markings (Bike Lane)</i>	\$1.00/LNFT	\$1.15/LNFT	\$50/LNFT
<i>Full Asphalt Pavement</i>	\$25/SQYD	\$39.60/SQYD	\$30/SQYD
<i>Mill and Overlay</i>	\$15.07/SQYD	\$16.75/SQYD	\$16/SQYD
<i>Concrete Sidewalk</i>	\$3.00/SQFT	\$3.35/SQFT	\$4.25/SQFT
<i>Sidewalk Landing Ramp</i>	\$10/SQFT	\$5.75/SQFT	\$86/SQFT
<i>Full Concrete Pavement</i>	\$13/SQFT	\$6.05/SQFT	\$60/SQFT
<i>Type F Curb</i>	\$13/LNFT	\$15.15/LNFT	\$18.30/LNFT
<i>Concrete Flue w/ Diamond Plate Cover</i>	\$55/LNFT	\$92.10/LNFT	\$110/LNFT
<i>Tree Stump Removal</i>	\$500/EA	\$150/EA	\$300/EA
<i>Stop Experts Enhancer Crosswalk</i>	\$11,521/EA	\$13,980/EA	\$12,500/EA

Base Bid + Mill/Overlay (Gulf Blvd) + Full Asphalt Replacement at Boat Ramp	\$229,987	\$269,030	\$295,000
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Base Bid + Mill/Overlay (Gulf Blvd) + Full Concrete Replacement at Boat Ramp	\$244,225	\$292,705	\$348,500
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Base Bid + Full Asphalt Replacement at Boat Ramp	\$190,987	\$222,800	\$247,000
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Base Bid + Full Concrete Replacement at Boat Ramp	\$205,225	\$246,475	\$300,500
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CITY OF ST. PETE BEACH, FLORIDA

PURCHASING AGREEMENT

Don CeSar Roadway Improvements

THIS AGREEMENT is hereby executed this 14 day of December, 2010, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Kloote Contracting, Inc. (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than March 1st, 2010.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$244,225, as full consideration for the goods or services provided hereunder.

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

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

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

8. Vendor fully warrants that all services provided hereunder have been provided in a

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

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

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

11. 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.

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

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

14. 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.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

Kloote Contracting, Inc.
P.O. Box 339
Palm Harbor, FL 34682

As to City:

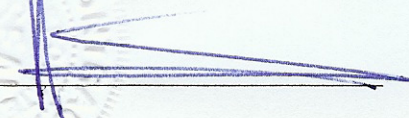
City Manager
City of St. Pete Beach, Florida
155 Corey Avenue
St. Pete Beach, Florida 33706

16. 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.

17. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

KLOOTE CONTRACTING, INC.
Vendor

BY 

David C. Kloote, President
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

10/1/2004



Don CeSar Roadway Improvements Bids

11/10/10 - 2PM

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Handwritten signature/initials